

AGREEMENT BETWEEN
KING COUNTY
AND

SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC SAFETY EMPLOYEES, LOCAL 519
(Fire Marshal's Office)

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ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 3

ARTICLE 3: RIGHTS OF MANAGEMENT 5

ARTICLE 4: HOLIDAYS 6

ARTICLE 5: VACATIONS 7

ARTICLE 6: SICK LEAVE 9

ARTICLE 7: LEAVES 14

ARTICLE 8: WAGE RATES 17

ARTICLE 9: OVERTIME 19

ARTICLE 10: HOURS OF WORK 20

ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS 21

ARTICLE 12: MISCELLANEOUS 22

ARTICLE 13: GRIEVANCE PROCEDURES 24

ARTICLE 14: BULLETIN BOARDS 28

ARTICLE 15: SAVINGS CLAUSE 29

ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS 30

ARTICLE 17: REDUCTION IN FORCE 31

ARTICLE 18: WAIVER CLAUSE 32

ARTICLE 19: TRANSFERS 33

ARTICLE 20: DURATION 34

MEMORANDUM OF AGREEMENT: BARGAINING UNIT SENIORITY 35

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AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC SAFETY EMPLOYEES, LOCAL 519
(Fire Marshal's Office)

These articles constitute an agreement, terms of which have been negotiated in good faith between King County (County) and the Public Safety Employees, Local 519 (Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council).

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such for employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

Section 2. Labor-Management Committee.

- A. The parties agree to establish a Joint Labor-Management Committee (JLMC).
- B. The role of the JLMC is to resolve issues and oversee the tasks and/or committees called for in this Agreement and those that it establishes.
- C. The JLMC will meet at least quarterly unless the parties mutually agree to change the schedule.
- D. The JLMC does not waive or diminish management rights. The parties recognize

1 that the JLMC may not be able to resolve every issue.

2 E. The JLMC is not authorized to bargain, to modify the Agreement in anyway or
3 supplant the grievance process under Article 13.

4 F. The parties agree that the JLMC is an appropriate forum to discuss the scheduling
5 of vacation leave for employees, contracting of work, and the assignment of overtime in the
6 Inspection Unit.

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Union as representing all employees whose job
3 classifications are listed in Addendum A.

4 **Section 2.** It shall be a condition of employment that all employees covered by this agreement
5 who are members of the Union in good standing on the effective date of this agreement shall remain
6 members in good standing, and those who are not members on the effective date of this agreement
7 shall, on the thirtieth (30th) day following the effective date of this agreement, become and remain
8 members in good standing in the Union, or pay an agency fee, in lieu of membership. It shall also be
9 a condition of employment that all employees covered by this agreement and hired or assigned into
10 the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the
11 beginning of such employment, become and remain members in good standing in the Union, or pay
12 an agency fee, in lieu of membership.

13 Provided however, that nothing contained in this section shall require an employee to join said
14 Union who can substantiate in accordance with the procedure set forth in the Washington
15 Administrative Code bona fide religious tenets or teachings that prohibits the payment of dues or
16 initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to
17 regular union dues and initiation fee; said amounts shall be paid to a non-religious charity mutually
18 agreed upon by the employee affected and the Union to which such public employee would otherwise
19 pay the dues and initiation fee. The public employee shall furnish proof to the Union that such
20 payment has been made.

21 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
22 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount
23 of dues as certified by the Union and shall transmit the same to the Union.

24 **Section 4.** The Union will indemnify, defend, and hold the County harmless against any
25 claims made and against any suit instituted against the County on account of any check-off of dues for
26 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
27 the check-off provision upon presentation of proper evidence thereof.

28 **Section 5.** The County will require all new employees, hired in a position included in the

1 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive
2 recognition.

3 **Section 6.** The County will transmit to the Union a current listing of all employees in the
4 bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year.
5 Such list shall include the name of the employee, classification, department, and salary.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 **Section 1.** It is recognized that the County retains the right to manage the affairs of the
3 County and to direct the work force. Such functions of the County include, but are not limited to,
4 determining the mission, budget, organization, number of employees, and internal security practices
5 of the Department; recruiting, examining, evaluating, promoting, training, transferring employees of
6 its choosing, and determining the time and methods of such action; disciplining, suspending,
7 demoting, or dismissing regular employees for just cause; assigning and directing the work force;
8 developing and modifying class specifications; determining the method, materials, and tools to
9 accomplish the work; designating duty stations and assigning employees to those duty stations;
10 establishing reasonable work rules; and assigning the hours of work and taking whatever actions may
11 be necessary to carry out the Department's mission in case of emergency. When a transfer is used as
12 a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of
13 Article 13.

14 **Section 2.** In prescribing policies and procedures relating to personnel and practices, and to
15 the conditions of employment, the County will comply with state law to negotiate or meet and confer,
16 as appropriate. However, the parties agree that the County retains the right to implement any changes
17 to policies or practices, after discussion with the Union, that do not require statutory resolution or
18 modification to the collective bargaining agreement.

19 **Section 3.** All of the functions, rights, powers, and authority of the County not specifically
20 abridged, deleted, or modified by the Agreement are recognized by the Union as being retained by the
21 County.

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1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees who
3 work a full-time schedule shall observe the following as paid holidays and take them on the day of
4 observance:

5 DAY OF OBSERVANCE:	COMMONLY CALLED:
6 First day of January	New Year's Day
7 Third Monday in January	Martin Luther King Day
8 Third Monday of February	President's Day
9 Last Monday of May	Memorial Day
10 Fourth day of July	Independence Day
11 First Monday of September	Labor Day
12 11th day of November	Veteran's Day
13 Fourth Thursday of November	Thanksgiving Day
14 Friday following the fourth Thursday of November	
15 25th day of December	Christmas Day

16 **Section 2.** In addition to the above, each employee eligible for holiday pay will have two (2)
17 personal holidays. These holidays will be administered through the vacation plan. The first holiday
18 shall be accrued as of October 1 of each year and the second holiday shall be accrued as of
19 November 1 of each year for those employees actively on the payroll as of those dates.

20 **Section 3.** If approved by the division manager/designee, an employee on standby on a day of
21 observance shall be allowed to switch a holiday with a regular workday.

22 **Section 4.** Whenever a holiday falls upon a Sunday, the following Monday shall be observed
23 as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

24 **Section 5.** Holiday pay for regular, probationary, provisional and term-limited temporary
25 employees who work a part-time schedule will be pro-rated to reflect their normally scheduled
26 workday.

27 **Section 6.** An employee must be in pay status the scheduled weekday before and after the
28 holiday to be eligible for the holiday pay.

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Regular, probationary, provisional and term-limited employees shall be eligible to
3 accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the
4 following table except in those instances expressly provided for in other sections of this Article:

5

Full Years of Service	Maximum Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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21 **Section 2.** Employees eligible to accrue vacation leave shall accrue vacation leave from their
22 date of hire.

23 **Section 3.** Employees shall not be eligible to take or be paid for vacation leave until they
24 have successfully completed their first six (6) months of County service in a paid leave eligible
25 position, and if they leave County employment prior to successfully completing their first six (6)
26 months of County service, shall forfeit and not be paid for accrued vacation leave. Employees shall
27 be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if
28 they have successfully completed their first six (6) months of County service in a paid leave eligible

1 position. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate
2 of pay in effect upon the date of leaving County employment less mandatory withholdings. This
3 section does not limit the right of employees to use accrued vacation for a qualifying event under the
4 Washington Family Care Act.

5 **Section 4.** The division manager/designee shall be responsible for establishing a vacation
6 schedule in such a manner as to achieve the most efficient functioning of the division.

7 **Section 5.** Employees who work a full-time schedule may accrue up to sixty (60) days
8 vacation. Employees who work a part-time schedule may accrue vacation leave up to sixty (60) days
9 prorated to reflect their normally scheduled workday. Employees shall use vacation leave beyond the
10 maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond
11 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
12 amount unless the division manager has approved a carryover of such vacation leave because of
13 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

14 **Section 6.** Employees shall not use or be paid for vacation leave until it has accrued and such
15 use or payment is consistent with the provisions of this Article.

16 **Section 7.** No employee shall work for compensation for the County in any capacity during
17 the time that the employee is on vacation leave.

18 **Section 8.** Hourly employees may use vacation in quarter (1/4) hour increments, at the
19 discretion of the division manager or designee.

20 **Section 9.** In cases of separation from County employment by death of an employee with
21 accrued vacation leave and who has successfully completed their first six (6) months of County
22 service in a paid leave eligible position, payment of unused vacation leave up to the maximum
23 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by
24 state law, RCW Title 11.

25 **Section 10.** If a regular employee resigns from County employment or is laid off and
26 subsequently returns to County employment within two (2) years from such resignation or lay off, as
27 applicable, the employee's prior County service shall be counted in determining the vacation leave
28 accrual rate under Section 1.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Regular, probationary, provisional and term-limited employees shall accrue sick
3 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime; except
4 that sick leave shall not begin to accrue until the first of the month following the month in which the
5 employee commenced employment. The employee is not entitled to sick leave if not previously
6 earned.

7 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
8 employees may, at the division manager's discretion, use any accrued days of vacation leave as an
9 extension of sick leave. If an employee does not work a full six (6) months in a paid leave eligible
10 position, any vacation leave used for sick leave must be reimbursed to the County upon termination.
11 This section does not apply to employees who use accrued vacation for a qualifying event under the
12 Washington Family Care Act.

13 **Section 3.** Hourly employees may use sick leave in quarter (1/4) hour increments, at the
14 discretion of the division manager.

15 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
16 employee.

17 **Section 5.** Division management is responsible for the proper administration of the sick leave
18 benefit. Verification of illness from a licensed practitioner may be required by division management
19 for any requested sick leave absence.

20 **Section 6.** Separation from or termination of County employment except by reason of
21 retirement or layoff, shall cancel all sick leave accrued to the employee as of the date of separation or
22 termination. Should a regular employee resign or be laid off and return to County employment within
23 two years, accrued sick leave shall be restored.

24 **Section 7.** Employees who have successfully completed at least five (5) years of County
25 service and who retire as a result of length of service or who terminate by reason of death shall be
26 paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to
27 thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of
28 pay in effect upon the date of leaving County employment less mandatory withholdings. This sick

1 leave cash-out provision is subject to the terms of any Voluntary Employee Beneficiary Association
2 (VEBA) that has been or may be adopted by members of this bargaining unit.

3 **Section 8. Leave Without Pay for Health Reasons.** An employee must use all of his/her
4 sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable
5 under the County's workers compensation program, then the employee has the option to augment or
6 not augment time loss payments with the use of accrued sick leave.

7 **Section 9. Leave Without Pay for Family Reason.** For a leave for family reasons, the
8 employee will choose at the start of the leave whether the particular leave would be paid through the
9 use of accrued sick leave or unpaid; but, when an employee chooses to take paid leave for family
10 reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

11 **Section 10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of
12 his/her sick leave may use accrued vacation leave before going on leave of absence without pay, if
13 approved by his/her manager/designee. This section does not limit the right of an employee to use his
14 or her choice of accrued leave for a qualifying event under the Washington Family Care Act.

15 **Section 11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

16 A. The employee's bona fide illness; provided, that an employee who suffers an
17 occupational illness may not simultaneously collect sick leave and worker's compensation payments
18 in a total amount greater than the net regular pay of the employee;

19 B. The employee's incapacitating injury, provided that:

20 1. An employee injured on the job may not simultaneously collect sick leave
21 and worker's compensation payments in a total amount greater than the net regular pay of the
22 employee; though an employee who chooses not to augment his/her worker's compensation time loss
23 pay through the use of sick leave will be deemed on unpaid leave status;

24 2. An employee who chooses not to augment workers compensation payments
25 with the use of accrued sick leave will notify the workers compensation office in writing at the
26 beginning of the leave;

27 3. An employee may not collect sick leave and worker's compensation time
28 loss payments for physical incapacity due to any injury or occupational illness which is directly

1 traceable to employment other than with the County.

2 C. Exposure to contagious diseases and resulting quarantine.

3 D. A female employee's temporary disability caused by or contributed to by
4 pregnancy and childbirth.

5 E. The employee's medical, ocular or dental appointments provided that the
6 employee's manager/designee has approved the scheduling of sick leave for such appointments.

7 F. To care for the employee's eligible child if the child has an illness or health
8 condition which requires treatment or supervision from the employee;

9 G. To care for other family members, if:

10 1. The employee has been employed by the County for twelve (12) months or
11 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
12 months,

13 2. The family member is the employee's spouse or domestic partner, the
14 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
15 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
16 employee, the employee's spouse or domestic partner; and,

17 3. The reason for the leave is one of the following:

18 a. The birth of a son or daughter and care of the newborn child, or
19 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
20 within twelve (12) months of the birth, adoption or placement;

21 b. The care of the child of the employee's spouse or domestic partner
22 whose illness or health condition requires treatment or supervision by the employee; or

23 c. Care of a family member who suffers from a serious health
24 condition.

25
26 H. For a qualifying event under the Washington Family Care Act or federal Family
27 Medical Leave Act. To the extent that state or federal law provides more extensive benefits for use of
28 paid leave for family care, the Union and County recognize that state and federal law shall prevail.

1 **Section 12. Unpaid King County Family Medical Leave (KCFML) Leave.** An employee
2 who has been employed by the County for twelve (12) months or more and has worked a minimum of
3 one thousand forty (1040) hours in the preceding twelve (12) months may take a total of up to
4 eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family
5 reasons as provided in Sections 11.F and 11.G combined, within a twelve (12) month period. The
6 leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole
7 or partial days as needed. Intermittent leave is subject to the following conditions:

8 **A. Birth or Adoption.** When a leave is taken after the birth or placement of a child
9 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
10 only if authorized by the employee's manager/designee.

11 **B. Reduced Schedules.** An employee make take leave intermittently or on a reduced
12 schedule when medically necessary due to a serious health condition of the employee or family
13 member of the employee; and

14 **C. Temporary Transfer.** If an employee requests intermittent leave or leave on a
15 reduced leave schedule under Section 12.B that is foreseeable based on planned medical treatment,
16 the manager/designee may require the employee to transfer temporarily to an available alternative
17 position for which the employee is qualified and that has equivalent pay and benefits and that better
18 accommodates recurring periods of leave than the regular position of the employee.

19 **Section 12.1. Concurrent Time.** Use of donated leave will run concurrently with the
20 eighteen (18) workweek family medical leave entitlement.

21 **Section 12.2. Insurance Premiums.** The County will continue its contribution toward health
22 insurance benefits during any unpaid leave taken under Section 12.

23 **Section 12.3. Return to Work from Unpaid Leave.** An employee who returns from unpaid
24 family or medical leave within the time provided in this Article is entitled, subject to layoff
25 provisions, to:

26 **A.** The same position he/she held when the leave commenced; or

27 **B.** A position with equivalent status, benefits, pay and other terms and conditions of
28 employment; and

1 C. The same seniority accrued before the date on which the leave commenced.

2 **Section 12.4. Failure to Return to Work.** Failure to return to work by the expiration date of
3 the leave of absence may be cause for removal and result in termination of the employee from County
4 service.

5 **Section 13. Provider Certification.** The manager/designee and employee is responsible for
6 the proper administration of the sick leave benefit. Verification from a licensed health care provider
7 may be reasonably required to substantiate the health condition of the employee or family member for
8 leave requests.

9 **Section 14. Definition of Child.** For purposes of this Article, a child means a biological,
10 adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis
11 to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and
12 incapable of self care because of mental or physical disability.

13 **Section 15. Other Leave Laws.** In addition to the provisions of this Article, an employee
14 may have other leave rights under state and federal law.

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1 **ARTICLE 7: LEAVES**

2 **Section 1. Donation of Leaves.** Donation of vacation leave hours and donation of sick leave
3 hours.

4 **A. Vacation leave hours.**

5 1. Any employee eligible for paid leaves benefits may donate a portion of his
6 or her accrued vacation leave to another employee eligible for leave benefits. Such donation will
7 occur upon written request to and approval of the donating and receiving employee's department
8 director(s), except that requests for vacation donation made for the purposes of supplementing the
9 sick leave benefits of the receiving employee shall not be denied unless approval would result in a
10 departmental hardship for the receiving department.

11 2. The number of hours donated shall not exceed the donor's accrued vacation
12 credit as of the date of the request. No donation of vacation hours shall be permitted where it would
13 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

14 3. Donated vacation leave hours must be used within ninety (90) calendar days
15 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
16 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded
17 from vacation leave payoff provisions contained in this Article. For purposes of this Section, the first
18 hours used by an employee shall be accrued vacation leave hours.

19 **B. Sick leave hours.**

20 1. Any employee eligible for paid leaves may donate a portion of his or her
21 accrued sick leave to another employee eligible for leave benefits upon written notice to the donating
22 and receiving employee's department director(s).

23 2. No donation shall be permitted unless the donating employee's sick leave
24 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
25 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
26 year.

27 3. Donated sick leave hours must be used within ninety (90) calendar days.
28 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall

1 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
2 contained in this chapter, and sick leave restoration provisions contained in this section. For purposes
3 of this section, the first hours used by an employee shall be accrued sick leave hours.

4 C. All donations of vacation leave made under this section are strictly voluntary.
5 Employees are prohibited from soliciting, offering or receiving monetary or any other compensation
6 or benefits in exchange for donating leave hours.

7 D. All vacation hours donated shall be converted to a dollar value based on the
8 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
9 the receiving employee's hourly rate to determine the actual number of hours received. Unused
10 donated vacation shall be reconverted based on the donor's straight time hourly rate at the time of
11 reconversion.

12 Section 2. Leave – Organ Donors.

13 A. The division manager shall allow employees eligible for paid leaves who are
14 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
15 bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave
16 provided the employee shall:

17 1. Give the division manager reasonable advance notice of the need to take
18 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is
19 a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
20 pain or the eventual death of the identified recipient.

21 2. Provide written proof from an accredited medical institution, organization
22 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
23 tissue or to participate in any other medical procedure where the participation of the donor is unique
24 or critical to a successful outcome.

25 B. Time off from work for the purposes set out above in excess of five (5) working
26 days shall be subject to existing leave articles in this Agreement.

27 Section 3. Bereavement Leave.

28 A. Employees eligible for paid leaves shall be entitled to three (3) working days of

1 bereavement leave per occurrence, due to death of members of their immediate family.

2 **B.** Employees eligible for leaves who have exhausted their bereavement leave, shall
3 be entitled to use sick leave in the amount of three (3) working days for each instance when death
4 occurs to a member of the employee's immediate family.

5 **C.** In the case of family care where no paid sick leave benefits exists, the employee
6 may be granted leave without pay.

7 **D.** In the application of any of the foregoing provisions, when a holiday or regular day
8 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
9 leave account nor bereavement leave credit.

10 **E.** Immediate family means: spouse, domestic partner, grandparent, parent, child,
11 sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's
12 domestic partner.

13 **Section 4. School Volunteers.** Employees eligible for paid leaves shall be allowed the use of
14 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
15 school attended by the employee's child provided; employees requesting to use sick leave for this
16 purpose shall submit such request in writing specifying the name of the school and the nature of the
17 volunteer services to be performed.

18 **Section 5. Jury Duty.** Employees eligible for paid leaves who are ordered on a jury shall be
19 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
20 mileage, with the Finance and Business Operations Division of the Department of Executive
21 Services. Employees shall report back to their division manager/designee when dismissed from jury
22 service.

23 **Section 6. Leave Examinations.** Employees eligible for paid leaves shall be entitled to
24 necessary time off with pay for the purpose of participating in County qualifying or promotional
25 examinations. This shall include time required to complete any required interviews.

1 **ARTICLE 8: WAGE RATES**

2 **Section 1. COLA.** Effective January 1, of each year of the Agreement (2008, 2009, 2010),
3 wage rates in effect on December 31, of the preceding year shall be increased by ninety percent (90%)
4 CPI (W) U.S. All Cities, based on the September to September figures. The minimum COLA shall
5 be two percent (2%) and the maximum shall be six percent (6%).

6 **Section 2. Promotion.** Any regular employee promoted from one classification to another,
7 where such promotion results in that employee entering a higher pay range, shall enter the pay range
8 at a minimum of five percent (5%) over the salary received prior to the promotion, but not in excess
9 of the top step in the new pay range.

10 **Section 3. Standby.** The employer and the Union agree that the use of off-duty standby time
11 shall be minimized consistent with sound fire investigation practices and the maintenance of public
12 safety. Off-duty standby assignments shall be for a fixed predetermined period of time. Standby pay
13 shall be at a rate equal to fifteen percent (15%) of the employee's base hourly rate for all hours in
14 standby status. Standby pay shall only apply to those employees assigned to the Fire Investigation
15 Unit within the department. If an employee is actually called out, standby pay shall cease and normal
16 "call out" provisions shall apply.

17 **Section 4. Step Increases.** Upon completion of six (6) months of satisfactory service
18 (probation) following his/her date in a classification covered under this Agreement, an employee will
19 progress automatically to the next step. Thereafter, the employee shall progress one step of the six-
20 step plan upon completion of each subsequent year of satisfactory service.

21 A. All step increases will be based upon satisfactory performance during previous
22 service.

23 B. Satisfactory performance shall mean an overall rating of "Satisfactory" or above.

24 C. If the performance of the employee is rated less than "Satisfactory" on any factor
25 or overall rating, specific facts on which the rating is based must be provided.

26 D. The employee, if denied a step increase under the six-step plan, shall be placed on
27 either monthly or quarterly evaluations and at such time that employee's performance becomes
28 "Satisfactory" as defined above, the employee shall receive the previously denied step increase the

1 first of the month following attaining a "Satisfactory" evaluation. The date on which an employee
2 would be entitled to a future step increase will not be affected by the above action.

3 **Section 5.** Upon the recommendation of the division manager/designee, newly hired
4 employees may be hired in at a step above Step 1 if the candidate's training and experience warrants
5 such.

6 **Section 6. Salary for Special Duty Assignment.** An employee who is assigned in writing to
7 special duty will receive an increase of at least five percent (5%) within their current wage range or, if
8 the special duty involves working a preponderance of duties or the decision making authority more
9 appropriately assigned to a higher job classification, to the first step of the salary range of the higher
10 level job classification or to a wage step in the higher level classification which provides at least five
11 percent (5%) increase over the employee's current rate of pay, whichever is greater. Additional
12 compensation will not exceed the maximum of the wage range for the classification except in the case
13 of more than five percent (5%). When the special duty assignment is completed, the employee's
14 wage rate will revert to the wage rate that the employee would have been at if the employee had not
15 been assigned to special duty.

16 **Section 7. Certification Pay.**

17 **A.** An employee who is a member of the bargaining unit holding a valid International
18 Fire Code (IFC) or Washington State Certified Fire Investigator certificate will be paid \$50.00 per
19 month. No employee shall be paid more than \$50.00 per month regardless of the number or types of
20 certifications held.

21 **B.** An employee will be reimbursed for the actual costs of maintaining one or more of
22 the certificates if it is a requirement of the job.

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1 **ARTICLE 9: OVERTIME**

2 **Section 1.** Except as otherwise provided in this article, employees on a five (5) day schedule
3 shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in
4 excess of eight (8) in one (1) day exclusive of the employee's unpaid lunch period, or forty (40) in
5 one week. Employees on a four (4) day schedule shall be paid at the rate of time and one-half (1-1/2)
6 their regular rate of pay for all hours worked in excess of ten (10) in one (1) day exclusive of unpaid
7 lunch period, or forty (40) in one week. Employees required to work through their lunch period shall
8 either be paid or take an alternate lunch period, not both.

9 **Section 2. Call Out.** An employee called back to work at other than regularly scheduled
10 work hours shall be paid a minimum of four (4) hours at the overtime rate. "Scheduled work hours"
11 shall include the lunch period and scheduled overtime. If the call-out time exceeds four (4) hours, the
12 actual hours worked will be paid at the rate of one and one-half (1-1/2) the employee's regular rate of
13 pay (overtime rate). If the call out time is less than four (4) hours and another call(s) is received
14 during that four (4) hour period, no additional payment will be made unless actual time worked for all
15 call outs exceeds four (4) hours, in which case the excess will be paid at the overtime rate. Actual
16 hours worked shall include travel time from home to the work site and back using the most direct
17 route available. The four (4) hour minimum call out pay shall not be granted to any employee
18 required to work four (4) hours or less prior to the beginning or after the end of that employee's
19 regularly scheduled work time.

20 **Section 3.** All overtime shall be authorized by the division manager/designee in writing.

21 **Section 4. Emergency Work.** Emergency work at other than normal scheduled working
22 hours, or special scheduled working hours not enumerated above, shall be credited as such. This
23 unscheduled and emergency overtime will be compensated as overtime, and in the event this overtime
24 work is accomplished prior to the normal working hours and the employee subsequently works their
25 regular shift, the employee's regular shift shall be compensated at regular time.

26 **Section 5. Compensatory Time.** Employees may take compensatory time in lieu of
27 overtime in accordance with the Personnel Guidelines.

1 **ARTICLE 10: HOURS OF WORK**

2 **Section 1. Work Hours.** The working hours under this Agreement shall be the equivalent of
3 forty (40) hours per week on an annualized basis.

4 **Section 2. Work Schedules.** The establishment of reasonable work schedules and starting
5 times is vested solely within the purview of the division manager/designee and may be changed from
6 time to time provided a two (2) week prior notice of change is given, except in those circumstances
7 over which the division cannot exercise control. In the exercise of this prerogative, the division
8 manager/designee will establish schedules to meet the dictates of the workload, however, nothing
9 contained herein will permit split shifts.

10 **Section 3. Alternate Schedules.** With the division manager's/designee's approval, work
11 schedules may be altered upon written request of the employee. Employees assigned as Investigators
12 shall be allowed, at their discretion, to adjust their work hours during the twenty-four (24)-hour
13 period following the investigation of a fire. If the investigation of a fire requires an employee to be
14 on duty in excess of their normal workday, the employee shall be allowed to adjust the workday
15 during the following twenty-four (24)-hour period to allow for adequate rest and recuperation, or to
16 use one (1) to eight (8) hours of compensatory time. Schedule adjustments and use of compensatory
17 time shall be subject to the approval of the division manager/designee, and shall be assigned in
18 accordance with 29 U.S.C. 207(o) as amended.

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1 **ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 King County presently participates in group medical, dental, and life insurance programs for
3 eligible regular, probationary, provisional and term-limited temporary employees and their eligible
4 dependents. The County agrees to maintain the level of benefits in these plans for the duration of this
5 Agreement, except that the Union and County agree to incorporate changes to employee insurance
6 benefits which the County may implement as a result of the agreement of the Joint Labor-
7 Management Insurance Committee.

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1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1. Union Office.** A regular employee elected or appointed to an office in the union
3 which requires a part or all of the employee's time shall be given leave of absence up to one (1) year
4 without pay upon application.

5 **Section 2. Mileage.** The mileage rate for use of a private vehicle on County business will be
6 increased to that approved by the King County Council. Should any increases in the rate occur during
7 the life of the contract, the contractual rate will be automatically increased to equal the new amount
8 approved by the Council.

9 **Section 3. Negotiations.** Up to two (2) Regular employees who are elected to serve on the
10 Union negotiating committee shall be allowed time off from duty to attend negotiating meetings with
11 the County without a loss of regular pay when negotiations occur during their regular hours of work.

12 **Section 4. Union Representation.** The department shall afford the Union representative a
13 reasonable amount of time while on on-duty status to consult with appropriate management officials
14 and/or aggrieved employees, provided that the Union representative and/or aggrieved employees
15 contact the division manager or designee, indicate the general nature of the business to be conducted,
16 request necessary time without undue interference with assignment duties. The Union representative
17 shall guard against use of excessive time in handling such responsibilities.

18 **Section 5. Personal Property.** Employees who, in the line of duty, suffer a loss of or
19 damage to their essential personal property while using required protective clothing as appropriate,
20 will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of
21 non-essential personal property shall not exceed one hundred-fifty dollars (\$150) per occurrence,
22 provided that the employee can establish the value of the lost or damaged item to the satisfaction of
23 the division manager/designee. Where possible, the essential and/or non-essential personal property
24 item(s) shall be presented to the division manager/designee as documentation of the need for
25 replacement or repair.

26 **Section 6. Personnel Files.** Employees shall have the right to examine their personal history
27 file upon request, during normal business hours.

28 **Section 7. Uniforms and Equipment.** Employees shall be responsible for required uniforms

1 and equipment issued by the County. Upon presentation by the employee to the division
2 manager/designee of evidence, including the item itself, demonstrating the need for replacement, the
3 division manager/designee may issue a replacement item. The County will provide uniforms only to
4 the Investigations Unit. Further, the County will provide employees with all required safety
5 equipment. The list of required uniform items and required safety equipment will be provided to the
6 Union by the Department of Development and Environmental Services and updated when changes are
7 made.

8 **Section 8. Vehicles.** Employees assigned as Fire Investigators shall be authorized the use of
9 an assigned County vehicle or to participate in the Runzheimer Plan while on a standby status in
10 accordance with the department's policy. The County agrees to give notice to the Union prior to any
11 changes in the Runzheimer Plan, and agrees to negotiate the effects of the changes if the Union
12 requests.

13 **Section 9. Probationary Period.** All newly hired and promoted employees must serve a
14 probationary period of six (6) months unless extended by the department director. The parties
15 recognize that the probationary period is an extension of the hiring process.

1 **ARTICLE 13: GRIEVANCE PROCEDURES**

2 **Section 1.** King County recognizes the importance and desirability of settling grievances
3 promptly and fairly in the interest of continued good employee relations and morale and to this end
4 the following procedure is outlined. To accomplish this, every effort will be made to settle
5 grievances at the lowest possible level of supervision.

6 **Section 2.** Employees will be unimpeded and free from restraint, interference, coercion,
7 discrimination or reprisal in seeking adjudication of their grievances.

8 **Section 3. Definition.**

9 Grievance - An issue raised by a party relating to the interpretation of their rights, benefits, or
10 conditions of employment as written in this Agreement.

11 **Section 4. Procedure.**

12 *Step 1 - Immediate Supervisor:* A grievance shall be presented by the aggrieved
13 employee, or the employee's representative if the employee wishes, on a Union grievance form within
14 fourteen (14) calendar days of the occurrence of such grievance, to the employee's immediate
15 supervisor.

16 The grievance must:

- 17 (a) fully describe the alleged violation and how the employee was adversely affected;
18 (b) set forth the section(s) of the Agreement which have been allegedly violated; and
19 (c) specify the remedy or solution being sought by the employee filing the grievance.

20 The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the
21 employee within three (3) working days. If a grievance is not pursued to the next level within three
22 (3) working days, it shall be presumed resolved.

23 *Step 2 - Division Manger:* If, after thorough discussion with the immediate
24 supervisor, the grievance has not been satisfactorily resolved, the employee and the employee's
25 representative shall present the grievance to the division manager for investigation, discussion and
26 written reply. The division manager shall make a written decision available to the aggrieved
27 employee within ten (10) working days. If the grievance is not pursued to the next higher level within
28 five (5) working days, it shall be presumed resolved.

1 **Step 3 - Department Director:** If, after thorough evaluation, the decision of the
2 division manager has not resolved the grievance to the satisfaction of the employee, the grievance
3 may be presented to the department director. All letters, memoranda and other written materials
4 previously submitted to lower levels of supervision shall be made available for the review and
5 consideration of the department director. The director may interview the employee and/or the
6 employee's representative and receive any additional related evidence which the director may deem
7 pertinent to the grievance. The director shall make a written decision available within ten (10)
8 working days. If the grievance is not pursued to the next higher level within five (5) working days, it
9 shall be presumed resolved. In the event an employee receives a reprimand and the matter is not
10 resolved at Step 3, the Union shall have the option of dropping the grievance, in which case it shall be
11 deemed resolved, or it may proceed directly to arbitration.

12 **Section 5. Arbitration.**

13 A. Either the County or the Union may request arbitration within thirty (30) days of
14 conclusion of Step 3, and must specify the exact question which it wishes arbitrated. The parties shall
15 then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable
16 to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators
17 furnished by FMCS. By mutual agreement the parties may utilize PERC or AAA. The arbitrator will
18 be selected from the list by both the County representative and the Union, each alternately striking a
19 name from the list until one (1) name remains. The arbitrator shall be asked to render a decision
20 promptly and the decision of the arbitrator shall be final and binding on both parties.

21 B. The arbitrator shall have no power to change, alter, detract from, or add to the
22 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
23 this Agreement in reaching a decision.

24 C. The arbitrator's fee and expenses and any court reporter's fee and expenses shall
25 be paid equally by both parties. Each party shall pay all of their fees and expenses including the cost
26 of any witnesses appearing on that party's behalf regardless of the outcome.

27 D. No matter may be arbitrated which the County by law has no authority over, has no
28 authority to change, or has been delegated to any civil service commission or personnel board as

1 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

2 There shall be no strikes, cessation of work or lockout during such conferences or
3 arbitration.

4 E. Time restrictions may be waived by consent of both parties.

5 **Section 6. Mediation.**

6 A. **Unfair Labor Practice** - The County and the Union agree that thirty (30) calendar
7 days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
8 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
9 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
10 relief for the alleged Unfair Labor Practice.

11 B. **Grievance** - After a grievance is initially filed, the following Alternative Dispute
12 Resolution (ADR) process may be followed, with mutual consent.

13 1. A meeting will be arranged by the County and Union Representatives.

14 2. (a) The meeting will include a mediator(s) and the affected parties.

15 (b) The parties may mutually agree to other participants such as subject
16 matter experts.

17 3. The parties will meet at mutually agreeable times to attempt to resolve the
18 matter.

19 4. If the matter is resolved, the grievance will be withdrawn.

20 5. If the matter is not resolved, the grievance may continue through the
21 grievance process.

22 6. The moving party can initiate the next step in the grievance process at the
23 appropriate times, irrespective of this process.

24 7. Offers to settle and aspects of settlement discussions will not be used as
25 evidence or referred to if the grievance is not resolved by this process.

26 This section does not supersede or preclude any use of grievance mediation later in the
27 grievance process.

28 **Section 7. Multiple Procedures.** If employees have access to multiple procedures for

1 adjudicating grievances, then selection by the employee of one procedure will preclude access to
2 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
3 procedure.

4 **Section 8. Just Cause/Progressive Discipline.** No regular employee may be disciplined
5 except for just cause. Warnings and counselings whether given orally or in writing are not considered
6 discipline. Discipline is defined as a written reprimand, suspension, demotion, reduction or
7 withholding of a pay increase, involuntary transfer, and termination. In addition, the County will
8 employ the concept of progressive discipline. In those instances where disciplinary action is based on
9 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or
10 termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately, and the
11 department director or designee shall convene the meeting within ten (10) working days of the date
12 the employee is accused of the violation or is relieved of duty.

13 **Section 9. Probationary Employees.** The provisions of this Article will not apply to
14 employees if they are discharged during their initial probationary period or are demoted during the
15 promotional probationary period for not meeting the requirements of the classification. Grievances
16 brought by probationary employees involving issues other than discharge or demotion may be
17 processed in accordance with this Article.

18 **Section 10. Union Concurrence.** Inasmuch as this is an agreement between the County and
19 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

20 **Section 11. Temporary Employees.** Provisional, term-limited temporary and temporary
21 employees are not eligible to grieve discipline or discharge under this Article.

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ARTICLE 14: BULLETIN BOARDS

The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other official Union material.

1 **ARTICLE 15: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
6 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

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1 **ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
8 end such interference. Any concerted action by any employees in any bargaining unit shall be
9 deemed a work stoppage if any of the above activities have occurred.

10 **Section 2.** Upon notification in writing by the County to the Union that any of its members
11 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
12 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
13 In addition, if requested by the County, a responsible official of the Union shall publicly order such
14 Union employees to cease engaging in such a work stoppage.

15 **Section 3.** Any employee who commits any act prohibited in this Article will be subject to
16 the following action or penalties:

- 17 1. Discharge.
18 2. Suspension or other disciplinary action as may be applicable to such employee.

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1 **ARTICLE 17: REDUCTION IN FORCE**

2 **Section 1.** Regular and probationary employees covered by this Agreement who are laid off
3 as a result of a reduction in force shall be laid off according to seniority within the bargaining unit and
4 classification, with the employee with the least time being the first laid off. In the event there are two
5 or more employees eligible for layoff within the bargaining unit with the same seniority, the division
6 manager will determine the order of layoff based on employee performance, provided: No regular or
7 probationary employee shall be laid off while there are term-limited temporary or provisional
8 employees serving in a position for which the regular or probationary employee is eligible and
9 available.

10 **Section 2.** In lieu of layoff, a regular or probationary employee may request, and shall be
11 granted, demotion to a position in a lower classification within the bargaining unit, thereby filling the
12 position (i.e., bumping) held by the employee with the least seniority in the lower classification;
13 provided that the employee requesting demotion (i.e., exercising their right to bump) has more
14 seniority in the bargaining unit than the employee who is being bumped.

15 **Section 3.** Employees who are not performing in a satisfactory manner at the time of layoff
16 and who have been notified via the regularly scheduled department evaluation of such unsatisfactory
17 service prior to the announcement of a layoff, will lose the benefit of their seniority for layoff
18 purposes, i.e., unsatisfactory employees will drop to the bottom of the seniority list regardless of their
19 length of service. Evidence of unsatisfactory service will be an overall rating of less than satisfactory
20 on the most recent regularly scheduled departmental evaluation whether justified by grade or
21 comment.

22 **Section 4.** The names of laid off employees will be placed in inverse order of layoff on a re-
23 employment list for the classification previously occupied. The re-employment list will remain in
24 effect for a maximum of two (2) years or until all laid off employees are re-hired, whichever occurs
25 first.

1 **ARTICLE 18: WAIVER CLAUSE**

2 **A. Waivers.** The parties acknowledge that each has had the unlimited right within the
3 law and the opportunity to make demands and proposals with respect to any matter deemed a proper
4 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
5 in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each
6 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not
7 referred to or covered in this Agreement.

8 **B. Modification.** Should the parties agree to amend or supplement the terms of this
9 Agreement, such amendments or supplements shall be in writing and effective when signed by the
10 parties.

1 **ARTICLE 19: TRANSFERS**

2 **Section 1. Intent.** Regular employees may submit written requests for transfer or
3 reassignment within the division. Such requests shall be given full consideration by the division
4 manager/designee.

5 **Section 2. Lateral Transfer.** Regular employees covered by this Agreement shall be given
6 the opportunity to be considered for lateral transfer within their respective classifications if a vacant
7 position exists. Such lateral transfer shall be accomplished pursuant to the following:

8 A. Notification of the vacancy shall be provided to all bargaining unit employees
9 within the classifications who are eligible for lateral transfer consideration.

10 B. Eligible employees applying for a lateral transfer shall be interviewed by the
11 appointing authority or designee.

12 C. If none of the eligible employees are selected for lateral transfer, the position will
13 be filled through the competitive examination process.

14 **Section 3. Involuntary Transfer.** When an employee is transferred or reassigned
15 involuntarily and such transfer or reassignment produces significant hardship on the employee or the
16 employee's family due to excess travel time, expense, or other factors, the division will give full
17 consideration to these factors and respond to viable alternatives proposed by the employee or the
18 Union with written justification for the transfer.

1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions shall become effective upon ratification and final
3 consummation by all formal requisite means by the Metropolitan King County Council and shall be
4 effective from January 1, 2008 through December 31, 2010.

5 Contract negotiations for 2011 may be initiated by either party providing to the other written
6 notice of its intention to do so not less than 30 days prior to June 1, 2010.

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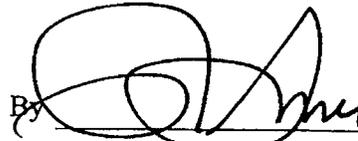
8 APPROVED this 2 day of OCTOBER, 2007

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By 

King County Executive

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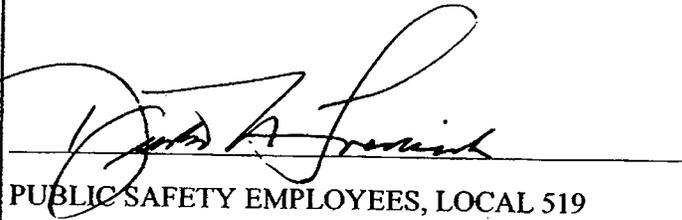
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PUBLIC SAFETY EMPLOYEES, LOCAL 519

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1 MEMORANDUM OF AGREEMENT
2 BETWEEN
3 KING COUNTY
4 AND
5 SERVICE EMPLOYEES INTERNATIONAL UNION
6 PUBLIC SAFETY EMPLOYEES, LOCAL 519
(Fire Marshal's Office)

7 Subject: Bargaining Unit Seniority

8 The parties have concluded their negotiations regarding the terms and conditions of the
9 Collective Bargaining Agreement and its application to the issue of bargaining unit seniority.

10 1. The parties have reviewed the Collective Bargaining Agreement and are in agreement that
11 there is no provision on the contract that restores bargaining unit seniority to an employee who has a
12 break in service due to voluntary resignation.

13 2. Furthermore, for purposes of determining the order of layoff in a reduction-in-force, an
14 employee who is rehired or reinstated after a break in service due to a voluntary resignation would
15 accrue bargaining unit seniority only from his/her most recent date-of-hire or reinstatement.

16 3. The parties agree that this is a clarification of the existing Collective Bargaining
17 Agreement provisions regarding this issue and does not constitute a modification or amendment to
18 the contract.

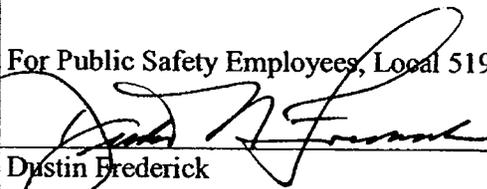
19 4. This agreement is effective for the term of the 2008 – 2010 Collective Bargaining
20 Agreement.

21 APPROVED this 2 day of OCTOBER, 2007

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23 By  _____

24 King County Executive

25 For Public Safety Employees, Local 519:

26  _____
27 Dustin Frederick
28 Business Manager