

**AGREEMENT BETWEEN  
KING COUNTY  
AND  
PUBLIC SAFETY EMPLOYEES UNION  
(Fire Investigators in the King County Sheriff's Office)**

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**PUBLIC SAFETY EMPLOYEES UNION**  
**(Fire Investigation Unit)**

These articles constitute an agreement, terms of which have been negotiated in good faith between King County (County) and the Public Safety Employees Union (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 that the JLMC may not be able to resolve every issue.

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

1 F. The parties agree that the JLMC is an appropriate forum to discuss the scheduling  
2 of vacation leave for employees, contracting of work, and the assignment of overtime in the  
3 Investigation Unit.

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

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

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

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

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

27 **Section 4.** The Union will indemnify, defend, and hold the County harmless against any  
28 claims made and against any suit instituted against the County on account of any check-off of dues for

1 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of  
2 the check-off provision upon presentation of proper evidence thereof.

3 **Section 5.** The County will require all new employees, hired in a position included in the  
4 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive  
5 recognition.

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

### 9 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

County.

**Section 4.** The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

#### **ARTICLE 4: HOLIDAYS**

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

<b>DAY OF OBSERVANCE:</b>	<b>COMMONLY CALLED:</b>
First day of January	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday of November	
25th day of December	Christmas Day

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

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

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

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

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

#### **ARTICLE 5: VACATIONS**

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

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

**Section 2.** Employees eligible to accrue vacation leave shall accrue vacation leave from their

1 date of hire.

2       **Section 3.** Employees shall not be eligible to take or be paid for vacation leave until they  
3 have successfully completed their first six (6) months of County service in a paid leave eligible  
4 position, and if they leave County employment prior to successfully completing their first six (6)  
5 months of County service, shall forfeit and not be paid for accrued vacation leave. Employees shall  
6 be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if  
7 they have successfully completed their first six (6) months of County service in a paid leave eligible  
8 position. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate  
9 of pay in effect upon the date of leaving County employment less mandatory withholdings. This  
10 section does not limit the right of employees to use accrued vacation for a qualifying event under the  
11 Washington Family Care Act.

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

14       **Section 5.** Employees who work a full-time schedule may accrue up to sixty (60) days  
15 vacation. Employees who work a part-time schedule may accrue vacation leave up to sixty (60) days  
16 prorated to reflect their normally scheduled workday. Employees shall use vacation leave beyond the  
17 maximum accrual amount on or before the last day of the pay period that includes December 31 of  
18 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture  
19 of the vacation leave beyond the maximum amount unless the division manager has approved a  
20 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as  
21 may be in the best interests of the County.

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

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

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

28       **Section 9.** In cases of separation from County employment by death of an employee with

1 accrued vacation leave and who has successfully completed their first six (6) months of County  
2 service in a paid leave eligible position, payment of unused vacation leave up to the maximum  
3 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by  
4 state law, RCW Title 11.

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

9 **ARTICLE 6: SICK LEAVE**

10 **Section 1.** Regular, probationary, provisional and term-limited employees shall accrue sick  
11 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. The  
12 employee is not entitled to sick leave if not previously earned.

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

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

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

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

26 **Section 6.** Separation from or termination of County employment except by reason of  
27 retirement or layoff, shall cancel all sick leave accrued to the employee as of the date of separation or  
28 termination. Should a regular employee resign or be laid off and return to County employment within



1 two years, accrued sick leave shall be restored.

2       **Section 7.** Employees who have successfully completed at least five (5) years of County  
3 service and who retire as a result of length of service or who terminate by reason of death shall be  
4 paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to  
5 thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of  
6 pay in effect upon the date of leaving County employment less mandatory withholdings. This sick  
7 leave cash-out provision is subject to the terms of any Voluntary Employee Beneficiary Association  
8 (VEBA) that has been or may be adopted by members of this bargaining unit.

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

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

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

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

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

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

26               1. An employee injured on the job may not simultaneously collect sick leave  
27 and worker's compensation payments in a total amount greater than the net regular pay of the  
28 employee; though an employee who chooses not to augment his/her worker's compensation time loss

1 pay through the use of sick leave will be deemed on unpaid leave status;

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

5                               3. An employee may not collect sick leave and worker's compensation time  
6 loss payments for physical incapacity due to any injury or occupational illness which is directly  
7 traceable to employment other than with the County.

8                               C. Exposure to contagious diseases and resulting quarantine.

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

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

13                              F. To care for the employee's eligible child if the child has an illness or health  
14 condition that requires treatment or supervision from the employee;

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

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

19                                       2. The family member is the employee's spouse or domestic partner, the  
20 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
21 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
22 employee, the employee's spouse or domestic partner; and,

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

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

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

1 c. Care of a family member who suffers from a serious health  
2 condition.

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

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

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

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

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

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

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

28 **Section 12.3. Return to Work from Unpaid Leave.** An employee who returns from unpaid

1 family or medical leave within the time provided in this Article is entitled, subject to layoff  
2 provisions, to:

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

4           B. A position with equivalent status, benefits, pay and other terms and conditions of  
5 employment; and

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

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

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

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

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

## 20 **ARTICLE 7: LEAVES**

### 21           **Section 1. Donation of Vacation and Sick Leaves.**

#### 22           **A. Vacation leave hours.**

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

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

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

**B. Sick leave hours.**

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

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

3. Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in this chapter, and sick leave restoration provisions contained in this section. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

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

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

1 reconversion.

2 **Section 2. Leave – Organ Donors.**

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

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

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

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

17 **Section 3. Bereavement Leave.**

18 A. Employees eligible for paid leaves shall be entitled to three (3) working days of  
19 bereavement leave per occurrence, due to death of members of their immediate family.

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

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

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

28 E. Immediate family means: spouse, domestic partner, grandparent, parent, child,

sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's domestic partner.

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

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

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

## **ARTICLE 8: WAGE RATES**

**Section 1. COLA.** COLA increases for 2015 and 2016 shall be in accordance with the provisions of the Memorandum of Agreement by and between King County and King County Coalition of Labor Unions.

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

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

1 provisions shall apply.

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

6               A. All step increases will be based upon satisfactory performance during previous  
7 service.

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

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

11              D. The employee, if denied a step increase under the six-step plan, shall be placed on  
12 either monthly or quarterly evaluations and at such time that employee's performance becomes  
13 "Satisfactory" as defined above, the employee shall receive the previously denied step increase the  
14 first of the month following attaining a "Satisfactory" evaluation. The date on which an employee  
15 would be entitled to a future step increase will not be affected by the above action.

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

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



**Section 7. Certification Pay.**

A. An employee who is a member of the bargaining unit holding a valid Certified Fire Investigator certificate from IFSAC, IAAI or NAFI will be paid \$50.00 per month. No employee shall be paid more than \$50.00 per month regardless of the number or types of certifications held.

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

**ARTICLE 9: OVERTIME**

**Section 1.** Except as otherwise provided in this article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day, or forty (40) in one (1) week. Employees on a four (4) day schedule shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in one (1) day, or forty (40) in one (1) week.

**Section 1.1. Meal and Rest Periods.** Pursuant to RCW 49.12.187, the County and the Union agree to specifically supersede in total the State provisions regarding meal and rest periods. While KCSO will try to provide a meal period at the mid-portion of a shift and rest periods at the mid-portion of each half of a shift, meal and rest periods may occur at different times or not at all due to work requirements.

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

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

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

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

9           **ARTICLE 10: HOURS OF WORK**

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

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

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

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

28               King County presently participates in group medical, dental, and life insurance programs for

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

## 6 **ARTICLE 12: MISCELLANEOUS**

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

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

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

17 **Section 4. Union Representation.** The King County Sheriff's Office shall afford the Union  
18 representative a reasonable amount of time while on on-duty status to consult with appropriate  
19 management officials and/or aggrieved employees, provided that the Union representative and/or  
20 aggrieved employees contact the division manager or designee, indicate the general nature of the  
21 business to be conducted, and request necessary time without undue interference with assignment  
22 duties. The Union representative shall guard against use of excessive time in handling such  
23 responsibilities.

24 **Section 5. Personal Property.** Employees who, in the line of duty, suffer a loss of or  
25 damage to their essential personal property while using required protective clothing as appropriate,  
26 will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of  
27 non-essential personal property shall not exceed one hundred-fifty dollars (\$150) per occurrence,  
28 provided that the employee can establish the value of the lost or damaged item to the satisfaction of

1 the division manager/designee. Where possible, the essential and/or non-essential personal property  
2 item(s) shall be presented to the division manager/designee as documentation of the need for  
3 replacement or repair.

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

6 **Section 7. Uniforms and Equipment.** Employees shall be responsible for required uniforms  
7 and equipment issued by the County. Upon presentation by the employee to the division  
8 manager/designee of evidence, including the item itself, demonstrating the need for replacement, the  
9 division manager/designee may issue a replacement item. The County will provide uniforms only to  
10 the Investigations Unit. Further, the County will provide employees with all required safety  
11 equipment. The list of required uniform items and required safety equipment will be provided to the  
12 Union by the King County Sheriff's Office and updated when changes are made.

13 **Section 8. Vehicles.** Employees assigned as Fire Investigators shall be authorized the use of  
14 an assigned County vehicle while on a standby status in accordance with the King County Sheriff's  
15 Office policy. The County agrees to give notice to the Union prior to any changes and agrees to  
16 negotiate the effects of the changes if the Union requests.

17 **Section 9. Probationary Period.** All newly hired and promoted employees must serve a  
18 probationary period of six (6) months unless extended by the King County Sheriff. The parties  
19 recognize that the probationary period is an extension of the hiring process.

## 20 **ARTICLE 13: GRIEVANCE PROCEDURES**

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

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

27 **Section 3. Definition.**

28 Grievance - An issue raised by a party relating to the interpretation of their rights, benefits, or

conditions of employment as written in this Agreement.

#### **Section 4. Procedure.**

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

The grievance must:

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

The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within five (5) calendar days. If a grievance is not pursued to the next level within five (5) calendar days, it shall be presumed resolved.

**Step 2 - Division Manager:** If, after thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee and the employee's representative shall present the grievance to the division manager for investigation, discussion and written reply. The division manager shall make a written decision available to the aggrieved employee within fifteen (15) calendar days. If the grievance is not pursued to the next higher level within ten (10) calendar days, it shall be presumed resolved.

**Step 3 - King County Sheriff/ Director of Labor Relations:** If, after thorough evaluation, the decision of the division manager has not resolved the grievance to the satisfaction of the employee, the grievance concerning working conditions may be presented to the King County Sheriff and a grievance concerning wages or benefits may be presented to the Director of Labor Relations. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration. The Sheriff/director may interview the employee and/or the employee's representative and receive any additional related evidence which the Sheriff/director may deem pertinent to the grievance. The Sheriff/director shall make a written decision available within fifteen (15) calendar days. If the grievance is not pursued to

1 the next higher level within ten (10) calendar days, it shall be presumed resolved. In the event an  
2 employee receives a reprimand and the matter is not resolved at Step 3, the Union shall have the  
3 option of dropping the grievance, in which case it shall be deemed resolved or it may proceed directly  
4 to arbitration.

## 5 **Section 5. Arbitration.**

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

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

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

21 **D.** No matter may be arbitrated which the County by law has no authority over, has no  
22 authority to change, or has been delegated to any civil service commission or personnel board as  
23 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

## 27 **Section 6. Mediation.**

28 **A. Unfair Labor Practice** - The County and the Union agree that thirty (30) calendar

1 days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
2 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
3 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
4 relief for the alleged Unfair Labor Practice.

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

- 7 1. A meeting will be arranged by the County and Union Representatives.
- 8 2. (a) The meeting will include a mediator(s) and the affected parties.
- 9 (b) The parties may mutually agree to other participants such as subject  
10 matter experts.
- 11 3. The parties will meet at mutually agreeable times to attempt to resolve the  
12 matter.
- 13 4. If the matter is resolved, the grievance will be withdrawn.
- 14 5. If the matter is not resolved, the grievance may continue through the  
15 grievance process.
- 16 6. The moving party can initiate the next step in the grievance process at the  
17 appropriate times, irrespective of this process.
- 18 7. Offers to settle and aspects of settlement discussions will not be used as  
19 evidence or referred to if the grievance is not resolved by this process.

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

22 **Section 7. Multiple Procedures.** If employees have access to multiple procedures for  
23 adjudicating grievances, then selection by the employee of one procedure will preclude access to  
24 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
25 procedure.

26 **Section 8. Just Cause/Progressive Discipline.** No regular employee may be disciplined  
27 except for just cause. Warnings and counselings whether given orally or in writing are not considered  
28 discipline. Discipline is defined as a written reprimand, suspension, demotion, reduction or

1 withholding of a pay increase, involuntary transfer, and termination. In addition, the County will  
2 employ the concept of progressive discipline. In those instances where disciplinary action is based on  
3 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or  
4 termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately, and the  
5 King County Sheriff or designee shall convene the meeting within fourteen (14) calendar days of the  
6 date the employee is accused of the violation or is relieved of duty.

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

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

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

16 **ARTICLE 14: BULLETIN BOARDS**

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

19 **ARTICLE 15: SAVINGS CLAUSE**

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

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

27 **Section 1.** The County and the Union agree that the public interest requires efficient and  
28 uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or



1 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
2 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
3 duties, sick leave absence which is not bona fide, or other interference with County functions by  
4 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to  
5 end such interference. Any concerted action by any employees in any bargaining unit shall be  
6 deemed a work stoppage if any of the above activities have occurred.

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

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

14               1. Discharge.

15               2. Suspension or other disciplinary action as may be applicable to such employee.

## 16 **ARTICLE 17: REDUCTION IN FORCE**

17       **Section 1.** Regular and probationary employees covered by this Agreement who are laid off  
18 as a result of a reduction in force shall be laid off according to seniority within the bargaining unit and  
19 classification, with the employee with the least time being the first laid off. An employee who is  
20 rehired or reinstated after a break in service due to a voluntary resignation will accrue bargaining unit  
21 seniority only from his/her most recent date-of-hire or reinstatement. In the event there are two or  
22 more employees eligible for layoff within the bargaining unit with the same seniority, the division  
23 manager will determine the order of layoff based on employee performance, provided: No regular or  
24 probationary employee shall be laid off while there are term-limited temporary or provisional  
25 employees serving in a position for which the regular or probationary employee is eligible and  
26 available.

27       **Section 2.** In lieu of layoff, a regular or probationary employee may request, and shall be  
28 granted, demotion to a position in a lower classification within the bargaining unit, thereby filling the

1 position (i.e., bumping) held by the employee with the least seniority in the lower classification;  
2 provided that the employee requesting demotion (i.e., exercising their right to bump) has more  
3 seniority in the bargaining unit than the employee who is being bumped.

4       **Section 3.** Employees who are not performing in a satisfactory manner at the time of layoff  
5 and who have been notified via the regularly scheduled King County Sheriff's Office evaluation of  
6 such unsatisfactory service prior to the announcement of a layoff, will lose the benefit of their  
7 seniority for layoff purposes, i.e., unsatisfactory employees will drop to the bottom of the seniority list  
8 regardless of their length of service. Evidence of unsatisfactory service will be an overall rating of  
9 less than satisfactory on the most recent regularly scheduled King County Sheriff's Office evaluation  
10 whether justified by grade or comment.

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

#### 15 **ARTICLE 18: WAIVER CLAUSE**

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

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

#### 25 **ARTICLE 19: TRANSFERS**

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

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

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

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

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

10          **Section 3. Involuntary Transfer.** When an employee is transferred or reassigned  
11 involuntarily and such transfer or reassignment produces significant hardship on the employee or the  
12 employee's family due to excess travel time, expense, or other factors, the division will give full  
13 consideration to these factors and respond to viable alternatives proposed by the employee or the  
14 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, 2015 through December 31, 2016.

5 Contract negotiations for 2016 may be initiated by either party providing to the other written  
6 notice of its intention to do so prior to June 1, 2016.

7  
8 APPROVED this 28<sup>th</sup> day of May, 2015.

9  
10  
11 By: [Signature]

12 King County Executive

13  
14  
15 For Public Safety Employees Union:

16  
17 [Signature] 5/11/15  
18  
19 Dustin Frederick  
20 Business Manager

21 King County Sheriff's Office:

22 [Signature]  
23  
24 John Urquhart  
25 Sheriff  
26 King County Sheriff's Office

**ADDENDUM A**  
**Public Safety Employees Union**  
**Fire Investigator - King County Sheriff's Office**  
**WAGE ADDENDUM**

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1 Start	Step 2 after 6 months	Step 3 after 18 months	Step 4 after 30 months	Step 5 after 42 months	Step 6 after 54 months
5302100	533503	Fire Investigator I	Range 54, Step 1	Range 54, Step 2	Range 54, Step 4	Range 54, Step 6	Range 54, Step 8	Range 54, Step 10
5302200	533603	Fire Investigator II	Range 59, Step 1	Range 59, Step 2	Range 59, Step 4	Range 59, Step 6	Range 59, Step 8	Range 59, Step 10
5317200	533202	Assistant Fire Marshal	Range 64, Step 1	Range 64, Step 2	Range 64, Step 4	Range 64, Step 6	Range 64, Step 8	Range 64, Step 10

***For rates, refer to the King County Squared Salary Table***

## **ADDENDUM B**

### **MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS**

#### **ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

##### **Introduction:**

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

## **ADDENDUM B**

### **Agreement:**

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

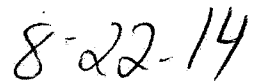
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



Date



## ADDENDUM B

### MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

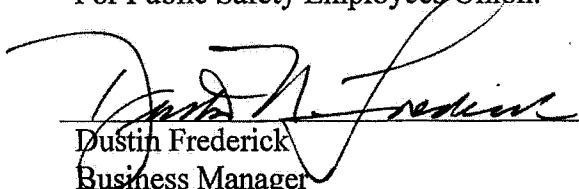
#### ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

**Labor Organization: Public Safety Employees Union**

**Ratified by the Members covered by the Contracts listed below:**

<b>cba code</b>	<b>Labor Organization</b>	<b>Contract</b>
212	PSEU	Communications Specialists Supervisors - King County Sheriff's Office
330	PSEU	Department of Adult & Juvenile Detention Management
214	PSEU	Fire Investigator - King County Sheriff's Office
210	PSEU	Fire Marshal - Department of Permitting & Environmental Review
430	PSEU	King County Civic Television (CTV)
021	PSEU	Legal Administrative Specialists - Department of Judicial Administration
191	PSEU	Non-Commissioned - Department of Adult & Juvenile Detention
192	PSEU	Non-Commissioned - Department of Community & Human Services
193	PSEU	Non-Commissioned Professional Employees - King County Sheriff's Office
464	PSEU	Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office
020	PSEU	Superior Court Clerks - Judicial Administration

For Public Safety Employees Union:

  
Dustin Frederick  
Business Manager

  
Date

**ADDENDUM B  
ADDENDUM A**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**COALITION OF LABOR UNIONS**

**REPRESENTING**

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

## ADDENDUM B ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

## ADDENDUM B ADDENDUM A

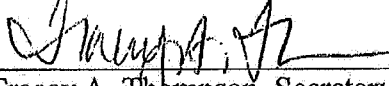
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

**ADDENDUM B  
ADDENDUM A**


6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

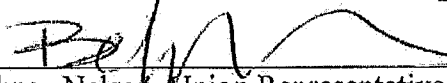
4/25/11  
Date

**For Office & Professional Employees International Union, Local 8:**


  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
Date

**For Professional and Technical Employees, Local 17:**

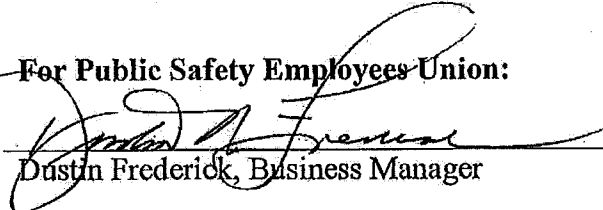
  
\_\_\_\_\_  
Behnaz Nelson, Union Representative

4/26/11  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

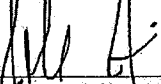
4/25/11  
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**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

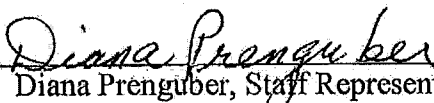
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**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

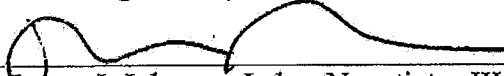
4.27.11  
Date

**For Washington State Council of County and City Employees, Council 2:**

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
Date

**ADDENDUM B  
ADDENDUM A  
EXHIBIT A**

**GROUND RULES FOR KING COUNTY  
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~(Application Worker/ Social Services Specialist)~~and any other classification that the parties may agree to include during the course of negotiations.

**ADDENDUM B**  
**ADDENDUM A**

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

**A. Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

**B. Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

**C. Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

**D. Location.** Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

**ADDENDUM B**  
**ADDENDUM A**

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.



**ADDENDUM B  
ADDENDUM A**

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

**Dated this 30<sup>th</sup> day of September, 2008.**

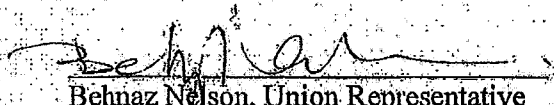
**KING COUNTY**

  
Elizabeth Ford, Labor Relations Manager

**TEAMSTERS LOCAL UNION NO. 117**

  
Spencer Nathan Thal, General Counsel

**IFPTE, LOCAL 17**


  
Behnaz Nelson, Union Representative

**TECHNICAL EMPLOYEES ASSOCIATION**

  
Roger Browne, President

**IFPTE, LOCAL 17**

**WSCCCE, Council 2**

  
Janet Parks, Union Representative

  
Diana Prenguber, Staff Representative

**OPEIU, LOCAL 8**

  
Shannon Halme, Union Representative

**PUBLIC SAFETY EMPLOYEES UNION 519**

  
Dustin Frederick, Business Manager