



King County

Government Accountability, Oversight, and Financial Performance Committee

STAFF REPORT

Agenda Item:	6	Name:	Nick Wagner
Proposed No.:	2012-0310	Date:	28 Aug 2012
Invited:	Deborah Bellam, Labor Negotiator, Office of Labor Relations, King County Executive Office Jacob Metzger, Union Representative, Professional and Technical Employees, Local 17		

SUMMARY

Proposed Ordinance 2012-0310 (pp. 135-36 of these materials¹) would approve a collective bargaining agreement (CBA), including two memoranda of agreement (MOAs), between King County and the Professional and Technical Employees, Local 17. The CBA (pp. 137-75) and MOAs (pp. 169-75) cover six Emergency Management Program Managers in the Department of Executive Services (DES).

1. Term of the CBA

The CBA covers the three-year period from 1 April 2011 through 31 March 2014. (CBA Article 20, p. 162)

2. The Bargaining Unit

As described in the Executive's transmittal letter (pp. 181-82), the County's Office of Emergency Management (OEM) works in partnership with cities, counties, state and federal agencies, communities, and other private organizations to develop a regional approach to emergency mitigation, preparedness, response, and recovery. OEM does this with the support and cooperation of leadership from our area's various jurisdictions and emergency management organizations and is committed to effective coordination of information, resources, and services throughout our region.

The Emergency Management Program Managers who make up this bargaining unit are responsible for coordinating activities in support of OEM. This includes analytical and research work and project/program coordination throughout the County.

¹ All page number references are to the meeting materials.

CHANGED CONTRACT PROVISIONS

The proposed CBA is largely a three-year rollover, or continuation, of the previous CBA. The most important substantive changes are described below.

1. COLAs

Unlike most of the bargaining units that participated in the 2011-2014 “Zero COLA” agreement with the County, this bargaining unit had an existing CBA that extended into 2011 and provided, in effect, for a two percent COLA. In order to participate in the Zero COLA agreement on terms substantially similar to those agreed to by most other county employees, this bargaining unit has agreed, in Article 9, Section 2 (p. 150) of its proposed new CBA, to forgo a two percent COLA in two steps: by accepting COLAs in 2012 and 2013 that are one percent lower than the COLAs received by most other represented county employees.

Because this will result, by the end of 2013, in a base wage rate that is slightly different from the base wage rate of employees in the same pay range (Range 64) who accepted a zero COLA in 2011, the proposed CBA eliminates that disparity in 2014 by setting the base wage rate of this bargaining unit in 2014 at the wage rate for Range 64 that is listed in the King County Squared Schedule for 2014.

The net effect is summarized in the table below.

Year	COLA Formula	COLA²
2011	Per previous CBA: 90% of CPI-W All Cities increase, with 2% floor and 6% ceiling	2.00%
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ³ with 0% floor and no ceiling, <i>minus 1%</i>	0.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling, <i>minus 1%</i>	2.09%
2014	COLA that will result in the wage rate for Range 64 that is listed in the King County squared table for 2014	1.96%

2. No changes in pay range

The CBA includes no changes in the pay range for the bargaining unit, which, by 2014, will again be Range 64.

² The COLA percentages are based on the updated fiscal note (p. 183 of these materials).

³ More specifically: “the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).”

3. Payroll reopener

Article 4, Section 2, of the CBA (pp. 140-41) affirms the County's right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The CBA provides further that the agreement may be reopened by the County at any time during the term of the CBA to negotiate issues related to these standardized pay practices to the extent required by law.

4. Other management rights

The CBA affirms the County's right to "[d]evelop and change and implement career service guidelines (Art. 9, § 3, pp. 150-51) and to conduct performance evaluations (Art. 9, § 4, p. 151).

The CBA also affirms, in Art. 9, § 5 (p. 151), that "due to the nature of the work of emergency personnel and federal guidelines that govern the assignment and implementation of OEM duties, the assignment of work to bargaining unit members in activation situations will be consistent with National Incidents Management Systems (NIMS) requirements currently in effect or as modified in the future." The Union reserves any rights it might have under applicable law to bargain NIMS-related issues or actions.

5. Professional Certification Pay

The CBA continues to provide, in Article 9, section 8 (pp. 151-52), for premium pay of \$100 per month for obtaining professional certification as a Certified Emergency Manager. The new CBA clarifies the certification process and gives OEM and its employees greater latitude in completing certification programs and awarding premiums associated with the certifications.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the updated Fiscal Note (p. 183) and is summarized in the table below.

	2012	2013	2014
Increase over previous year	\$3,914	\$13,065	\$12,509
Cumulative increase over 2011	\$3,914	\$16,979	\$29,487

The fiscal impact is attributable entirely to the COLAs.

CONSISTENCY WITH LABOR POLICIES

The proposed CBA is consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.
(Transmittal letter, p. 182 of these materials)

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 24, 2012

Ordinance

Proposed No. 2012-0310.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Professional and Technical Employees, Local
4 17 (Office of Emergency Management; Emergency
5 Management Program Manager) representing employees in
6 the department of executive services; and establishing the
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Professional and Technical Employees, Local 17 (Office of Emergency
11 Management; Emergency Management Program Manager) representing employees in the
12 department of executive services and attached hereto is hereby approved and adopted by
13 this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 April 1, 2011, through and including March 31, 2014.
16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Agreement-Local 17-Office of Emergency Management, B. Addendum B Duty Officer Procedures, C. Addendum C - Memorandum of Agreement, D. Addendum D Memorandum of Agreement

AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
OFFICE OF EMERGENCY MANAGEMENT
AND
KING COUNTY

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1 **ARTICLE 1: PURPOSE**

2 These articles constitute an Agreement, the terms of which have been negotiated in good faith
3 by representatives of King County and Professional and Technical Employees, Local 17 (AFL-CIO).

4 The intent and purpose of this Agreement is to promote the continued improvement of the
5 relationship between King County (hereinafter called the County) and the employees represented by
6 Professional and Technical Employees, Local 17 (hereinafter called the Union) by providing a
7 uniform basis for implementing the right of public employees to join organizations of their own
8 choosing and to be represented by such organizations in matters concerning their employment
9 relations with the County, and to set forth the wages, hours and other working conditions of the
10 bargaining unit employees, provided the County has authority to act on such matters.

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

12 **Section 1. Recognition.** The Employer recognizes Professional and Technical Employees,
13 Local 17 as the exclusive representative of all full-time and part-time regular, probationary and term-
14 limited temporary employees doing the work of the job classification listed in attached Addendum A,
15 excluding all others.

16 **Section 2.**

17 **A.** It shall be a condition of employment that within thirty (30) days of the effective
18 date of this Agreement all employees covered by this Agreement shall become and remain members
19 in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each
20 Employee covered by this Agreement and hired into the bargaining unit on or after its effective date
21 will, on the thirtieth day following the beginning of such employment, become and remain a member
22 in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

23 **B.** An employee who holds bona fide religious tenets or teachings that prohibit Union
24 membership or the payment of dues or initiation fees to Union organizations or any other reason is
25 eligible for a religious exemption as determined by the Public Employment Relations Commission,
26 will pay an amount of money equivalent to regular union dues and initiation fees to a charitable
27 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the
28 Union with written proof that such payments are being made.

1 C. Failure by an Employee to abide by the provisions of paragraph A and B will
2 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union
3 will provide the Employee and the County with thirty days notification of the Union's intent to
4 initiate discharge action. During this period, the Employee may make restitution of the amount which
5 is overdue.

6 **Section 3. Dues Deduction.**

7 A. Upon receipt of written authorization individually signed by a bargaining unit
8 Employee, the County shall have deducted from the pay of such employee the amount of dues and/or
9 fees or representational fees as certified by the Union and transmit the same to the Union.

10 B. The Union will indemnify, defend and hold the County harmless against any
11 claims made and against any suit instituted against the County on account of any collection of dues
12 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
13 the collection provision upon presentation of proper evidence thereof.

14 **Section 4. New Hire Forms.** The County will require all new employees hired into a
15 position included in the bargaining unit to sign a form provided by the Union which will inform them
16 of the Union's exclusive recognition. One copy of the form will be retained by the County, one by
17 the employee and the original sent to the Union. The County will notify the Union of any employee
18 leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of
19 absence or dismissal.

20 **Section 5. Lists.** The County will transmit to the Union twice a year, upon request, a current
21 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, and
22 job classification, and seniority date (as defined in Article 12). This provision shall not be construed
23 to limit the right of either party to request information pursuant to RCW 41.56.

24 **ARTICLE 3: UNION RIGHTS & REPRESENTATION**

25 **Section 1. Union Access.** Authorized representatives of the Union shall be afforded access
26 to the worksite pursuant to RCW 41.56. The County shall make all reasonable efforts to afford
27 access and the Union shall make all reasonable efforts not to disrupt the normal course of work
28 during site visits.

1 **Section 2. Stewards.** The Union shall have the right to appoint stewards. Stewards will be
2 granted reasonable release time to conduct Union business connected to the County's operations.

3 **Section 3. Bulletin Boards.** The County agrees to permit the Union to post on County
4 bulletin boards the announcement of meetings, election of officers, and any other Union material.

5 **Section 4. Electronic Mail.** The Union may use electronic mail (e-mail) for jointly
6 communicating information in which the County has an interest such as: general meeting
7 announcements and scheduling, labor/management committee communications (agendas, minutes,
8 announcements and scheduling) and other like information. A Shop Steward may use the County's e-
9 mail system or other King County property for communication with a member and the Union in
10 accordance with County Acceptable Use/IT Policies.

11 **Section 5. Contracting Out.** The County agrees not to contract out the work traditionally
12 and normally performed by members of the bargaining unit if contracting out such work supplants or
13 replaces bargaining unit positions.

14 **ARTICLE 4: RIGHTS OF MANAGEMENT**

15 **Section 1.** The management of the County and the direction of the work force is vested
16 exclusively in the County subject to the terms of this agreement. Except to the extent there is
17 contained in this Agreement express and specific provisions to the contrary, all power, authority,
18 rights and jurisdictions of the County are retained by and reserved exclusively to the County. Such
19 functions include, but are not limited to: the right to manage the work of employees, to suspend or
20 terminate regular employees for just cause, transfer, and evaluate employees; to determine and
21 implement methods, means and assignments to accomplish the work, establish classifications and
22 select personnel by which operations are to be conducted, including staffing levels; and to initiate,
23 prepare, modify and administer the budget.

24 **Section 2. Payroll Reopener Language.** The parties agree the County has the right to
25 implement a common biweekly payroll system that will standardize pay practices and Fair Labor
26 Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining
27 agreement may be re-opened at any time during the life of this agreement by the County for the
28 purpose of negotiating issues relating to these standardized pay practices that are identified by the

1 ABT Project, to the extent required by law.

2 **Section 3.** Develop and change and implement career service guidelines, provided that the
3 County agrees to bargain to the extent required by law.

4 **Section 4.** Conduct Performance Evaluations consistent with Article 5.5.

5 **Section 5. Federal EM guidelines.** The parties acknowledge that, due to the nature of the
6 work of emergency personnel and federal guidelines that govern the assignment and implementation
7 of OEM duties, the assignment of work to bargaining unit members in activation situations will be
8 consistent with National Incidents Management Systems (NIMS) requirements currently in effect or
9 as modified in the future. The Union does not waive its rights under RCW 41.56 to bargain NIMS
10 related issues/actions to the extent required by law.

11 **ARTICLE 5: EMPLOYEE RIGHTS**

12 **Section 1. Discipline.** The parties agree that in their respective roles, primary emphasis shall
13 be placed on preventing situations requiring disciplinary action through effective employee-
14 management relations. The primary objective of discipline shall be to correct and rehabilitate. The
15 County may discipline or discharge a regular employee for just cause. The County shall apprise the
16 employee of her/his right to Union representation during investigatory interviews (“Weingarten
17 Rights”). If the County determines to impose disciplinary action against any employee for any
18 reason, the employee shall be apprised of his/her rights of union representation during a pre-
19 disciplinary or disciplinary meeting and of rights of appeal and representation as provided for in
20 Article 14 (Dispute Resolution Procedures) of this Agreement. Discharge during an employee’s
21 probationary period, or the discharge of a term-limited temporary, is not subject to the grievance
22 procedure, as such employee(s) serve at-will.

23 **Section 2. Off-duty Conduct.** The off-duty activities of employees shall not be cause for
24 disciplinary action unless such activities are detrimental to the employee’s work performance and/or
25 have an adverse impact upon the program of the agency.

26 **Section 3. Personnel File Review.** The employee and/or representative may examine the
27 employee’s personnel file(s) if the employee so authorizes in writing. Material placed into the
28 employee’s file(s) relating to job performance or personal character shall be brought to his/her

1 attention. The employee may dispute the propriety of including the material in the file(s) by inserting
2 a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee files or
3 other personal data relating to their employment.

4 **Section 4. Nondiscrimination.** The County and the Union agree that they will not
5 unlawfully discriminate against any employee by reason of race, color, religion, national origin,
6 sexual orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or
7 physical handicap or disability in administering and enforcing the provisions of this Agreement.

8 **Section 5. Performance Evaluations.** Each employee will receive performance evaluations
9 consistent with King County Career Service Guidelines. Changes to these Guidelines will be
10 bargained to the extent required by law.

11 **ARTICLE 6: HOLIDAYS**

12 **Section 1. Observed Holidays.** All benefit eligible employees shall be granted holidays with
13 pay as provided for in RCW 1.16.050 as amended:

14

15 New Year's Day	January 1st
16 Martin Luther King, Jr's Birthday	Third Monday in January
17 Presidents' Day	Third Monday in February
18 Memorial Day	Last Monday in May
19 Independence Day	July 4th
20 Labor Day	First Monday in September
21 Veteran's Day	November 11th
22 Thanksgiving Day	Fourth Thursday in November
23 Day after Thanksgiving	
24 Christmas Day	December 25th

25

26 and any designated by public proclamation of the chief executive of the state and adopted by King
27 County as a legal holiday.

28 **Section 2. Holiday Pay.** An employee must be in pay status the employee's scheduled

1 working day before and the employee's scheduled working day after a holiday in order to receive
 2 holiday pay. All employees shall take holidays on the day of observance unless their work schedule
 3 requires otherwise for continuity of services, in which event they shall either schedule and take
 4 another day off in lieu thereof within sixty (60) days of the observed day or be paid for it at his/her
 5 base rate of pay.

6 **Section 3. Personal Holidays.** Each employee shall receive two (2) additional personal
 7 holidays; provided that no employee shall be granted more than 96 hours of holiday time in a calendar
 8 year. These days shall be administered through the vacation plan. One (1) day will be added to each
 9 employee's vacation accrual on the first day of October and the first day of November of each year.
 10 Employees will be able to use these days in the same manner as they use vacation days earned.

11 **ARTICLE 7: VACATION**

12 **Section 1. Accrual Rates.**

13 All full-time benefit eligible employees shall accrue vacation benefits for each hour in regular
 14 pay status exclusive of overtime, according to the following table:

Length of Active Service	Annual Leave in Days Per Year
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

Length of Active Service	Annual Leave in Days Per Year
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and above	30

Benefit eligible part-time employees will accrue vacation benefits on a pro-rated basis, based on their regularly scheduled hours of work.

Section 2. Vacation Pay Rate. For purposes of this Section, employees using accrued vacation shall be paid for such vacation at their current rate of pay. Upon termination, employees shall be paid out their vacation balance at their base rate of pay in effect at the time of termination (including merit pay, if applicable) up to the maximum accrual amount, less mandatory withholdings.

Section 3. Vacation Accrual Date. Each employee will accrue vacation each payroll period, based on County seniority. County seniority is defined as completed years of service with King County and its predecessor organizations. Eligible employees shall accrue vacation leave from their date of hire. If an employee resigns from the County in good standing or is laid off and subsequently returns to County employment within two years from such resignation or layoff, the employee's prior County service shall be counted in determining the vacation leave accrual under this Article.

Section 4. Use of Vacation. Employees shall not be eligible to take their accrued vacation leave until they have successfully completed their first six months of County employment. Vacation may be used in full day increments at the discretion of the department director or designee. Vacation requests will be considered in light of operational needs and will not be unreasonably denied. An employee may not be granted vacation benefits if not previously accrued.

Section 5. Vacation Donation. Any benefit eligible employee who has completed at least one (1) year of service may, upon written notice to the donating and receiving employees' division

1 managers, donate to any other benefit eligible employee a portion of his or her accrued vacation for
2 the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated
3 vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay.

4 Vacation donations are strictly voluntary. Employees are prohibited from offering or
5 receiving monetary or other compensation in exchange for donating vacation hours. The number of
6 hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

7 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used
8 within 90 days or due to the death of the receiving employee shall revert to the donor.

9 Donated vacation is excluded from vacation payoff provisions.

10 **Section 6. Separation from Employment.** Employees in benefit eligible positions who
11 leave King County for any reason after successful completion of six months of County service shall
12 be paid for their unused vacation up to 480 hours maximum. Employees shall not be eligible to be
13 paid for vacation leave until they have successfully completed their first six months of County
14 service; if they leave County employment prior to successfully completing their first six months of
15 County service, they shall forfeit and not be paid for accrued vacation leave.

16 In the case of separation by death, payment of unused vacation, up to a maximum of 480
17 hours, will be made to the employee's estate or, in applicable cases, as provided by RCW Title 11 and
18 RCW 49.48.

19 **Section 7. County Employment while on Vacation.** No employee shall be permitted to
20 work for compensation for the County in any capacity during a time when the employee is on paid
21 vacation.

22 **Section 8. Maximum Accrual.** Benefit eligible full-time employees may accrue up to sixty
23 (60) days of vacation leave, prorated to reflect their normally scheduled work week. Benefit eligible
24 part-time employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally
25 scheduled work week. Employees may accrue additional vacation beyond the maximum specified
26 herein, when work assignments and cyclical work load prevents the employee from using excess
27 vacation by December of the year in which the excess was accrued, provided the employee submits
28 the request to carry over excess hours to his/her supervisor, as set forth in Section 9 of this Article.

1 At the time of separation, no employee will be paid for more than 480 hours.

2 **Section 9. Vacation Carryover.** In order to be eligible for carryover of vacation leave
3 beyond the maximum accrual, an employee must have made a request to use vacation leave during
4 the calendar year, and the appointing authority must have disapproved such request. In order to be
5 eligible for carryover of excess vacation leave, a written plan must be developed and approved by the
6 employee and appointing authority. This plan must outline how the excess vacation will be used in
7 the next year. The Human Resources Division of the Department of Executive Services as well as the
8 appointing authority must approve all requests for carryover of vacation.

9 **ARTICLE 8: SICK LEAVE**

10 **Section 1. Sick Leave Accrual.** All benefit eligible employees shall accrue sick leave
11 benefits at the rate of 0.04616 hours for each hour on regular pay status, up to a maximum of eight
12 hours per month. There is no limit on the amount of sick leave an employee may accrue. Every
13 benefit eligible part-time employee shall receive and expend sick leave benefits proportionate to the
14 employee's regular work day.

15 **Section 2. Approved Sick Leave Use.** An employee may not use sick leave until he/she has
16 actually accrued such leave. Accrued sick leave may be used for the following reasons:

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

20 B. An employee's incapacitating injury; provided that:

21 1. An employee injured on the job may not simultaneously collect sick leave
22 and worker's compensation payments in a total amount greater than the net regular pay of the
23 employee;

24 2. An employee who chooses not to augment his/her worker's compensation
25 time loss through the use of sick leave shall be deemed to be on unpaid status;

26 3. An employee who chooses to augment his/her worker's compensation time
27 loss payments with the use of accrued sick leave shall notify the worker's compensation office in
28 writing of this election at the beginning of the leave.

1 C. A female employee's temporary disability caused by or contributed to by
2 pregnancy and childbirth;

3 D. An employee's exposure to contagious diseases and resulting quarantine;

4 E. An employee's medical, dental or optical appointments; provided, that the
5 employee's immediate supervisor has approved the use of sick leave for such appointments;

6 F. To care for the employee's child if the child has an illness or health condition that
7 requires treatment or supervision by the employee; and to care for the employee's spouse, domestic
8 partner, parent-in-law or grandparent who has a serious health condition or an emergency condition.

9 G. To care for other family members if:

10 1. For King County Family Medical Leave the employee has been employed
11 by the County for twelve (12) months or more and has actually worked a minimum of one thousand
12 forty (1040) hours (40 hour employee) or nine hundred ten hours (35 hour employee) in the preceding
13 twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours
14 worked) and for Federal Family Medical Leave the employee has worked 1250 hours in the preceding
15 12 months.

16 2. The family member is the employee's spouse or domestic partner, the
17 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
18 parent of the employee's spouse or domestic partner; and the reason for the leave is one of the
19 following:

20 a. The birth of a son or daughter and care of the newborn child, or
21 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months
22 of the birth, adoption, or placement;

23 b. To care for the employee's child, or child of the employee's spouse
24 or domestic partner whose illness or health condition requires treatment or supervision by the
25 employee; or

26 c. Care of a family member who suffers from a serious health condition
27 as defined in the King County Personnel Guidelines.

28 **Section 3. King County Family and Medical Leave.** Employees shall be entitled to family

1 medical leave, as provided by the King County Family Medical Leave Ordinance (KCC 3.12.220),
2 the federal Family Medical Leave Act, and any Washington state laws that provide for family medical
3 leave.

4 **Section 4. Use of Vacation Leave.** An employee who has exhausted his/her sick leave may
5 use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by
6 his/her immediate supervisor, or as provided for under Federal or state law.

7 **Section 5. Sick Leave Donations.** Any benefit eligible employee whose sick leave accrual
8 balance exceeds 100 hours may donate to any other leave eligible, benefit eligible full-time or part-
9 time employee a portion of his/her accrued sick leave upon written notice to the donating and
10 receiving employees' division manager(s). Sick leave hour donations are strictly voluntary. No
11 employee may donate more than 25 hours of his/her accrued sick leave in a calendar year. Employees
12 are prohibited from offering or receiving monetary or other compensation in exchange for donating
13 sick leave hours.

14 A. Donated hours shall be converted to a dollar value based on the donor employee's
15 straight-time hourly rate of pay.

16 B. Donated sick leave must be used within 90 calendar days. Donated hours not used
17 within 90 days or due to the death of the receiving employee shall revert back to the donor Employee.

18 C. Donated sick leave hours are exempt from the sick leave payoff provisions
19 outlined in Section 9 of this Article.

20 **Section 6. Sick Leave Use.** Sick leave may be used by employees for absences of one full
21 workday.

22 **Section 7. Verification of Sick Leave.** Management is responsible for the proper
23 administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may
24 be required of any employee when management reasonably suspects abuse of sick leave due to that
25 employee's patterned or excessive absenteeism. Sick leave documentation may also be required to
26 administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the
27 responsibility of the employee to notify the employee's supervisor of the absence and the anticipated
28 duration of the absence.

1 **Section 8. Sick Leave Upon Separation.** Separation from County employment, except by
2 retirement, termination for nondisciplinary medical reasons, or reason of temporary layoff due to lack
3 of funds or work, shall cancel all sick leave currently accrued to the employee. Should the employee
4 who is separated for one of those listed reasons return to the County within two years, his/her accrued
5 sick leave will be restored.

6 **Section 9. Sick Leave Cash-Out.** Employees eligible to accrue sick leave, who have
7 successfully completed at least five years of County employment, and who retire as a result of length
8 of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by
9 RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave
10 multiplied by the employee's rate of pay in effect upon the date the employee leaves County
11 employment less mandatory withholdings.

12 All payments shall be in cash, based on the employee's hourly rate of pay, and there shall be
13 no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
14 health insurance at the COBRA rates.

15 **Section 10. Bereavement Leave.**

16 A. All benefit eligible employees shall be entitled to three days of bereavement leave
17 per occurrence due to the death of an immediate family member. For purposes of this Section,
18 "immediate family member" is defined as children, parents, those who have served *in loco parentis*,
19 siblings, spouse or domestic partner, son or daughter-in-law, grandchildren, and the parents and
20 children of the employee's spouse or domestic partner.

21 B. For the purposes of this Section, benefit eligible part-time employees shall be
22 entitled to the same benefits on a pro-rata basis.

23 **Section 11. School Volunteering.** Employees may use up to three days of sick leave per
24 calendar year for the purpose of volunteering in a school, in accordance with existing County policies
25 and practices.

26 **ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES**

27 **Section 1.** The wages for the employees covered by this Agreement shall be as set forth in
28 Addendum A of this Agreement.

1 **Section 2.** Effective January 1, 2012, the wages for bargaining unit employees shall be as set
2 forth in Addendum A with cost of living (COLA) as outlined in the attached Union Coalition COLA
3 Memorandum of Agreement (MOA) (2012), (attached as Addendum C and incorporated herein by
4 reference; Document Code: 055C0111_Addendum C_000U0310_COLA-2011) minus 1%. If the
5 COLA awarded to King County employees in 2012 is 1% or greater, bargaining unit members will
6 receive COLA minus 1%. If the COLA in 2012 is less than 1%, bargaining unit members will
7 receive no COLA. COLA is known to be 1.63%, therefore Addendum A reflects a 2012 COLA of
8 0.63 %.

9 Effective January 1, 2013, the wages for bargaining unit employees (Emergency Management
10 Program Manager in the Office of Emergency Management) shall be as set forth in Addendum A with
11 COLA as outlined in the attached Union Coalition COLA MOA (2013), (attached as Addendum C
12 and incorporated herein by reference; Document Code: 055C0111_Addendum C_000U0310_COLA-
13 2011) minus 1%. If the COLA awarded to King County employees in 2013 is 1% or greater,
14 bargaining unit members will receive COLA minus 1%. If the COLA in 2013 is less than 1%,
15 bargaining unit members will receive no COLA.

16 Effective January 1, 2014, wages for bargaining unit members shall be as reflected in King
17 County's squared table 2014 Range 64. (NOTE: "Squared Table" in 2014 is defined as the Table
18 that includes "0" COLA in 2011 pursuant to the Union Coalition COLA MOA attached as
19 Addendum C).

20 **Section 3. Step Increases.** Upon completion of six (6) months of satisfactory service
21 following an employee's starting date in a classification covered under this Agreement, the employee
22 shall receive one step (approximately 5%, no less than 4.75%) increase provided he/she was hired at
23 the first step or base range assigned to the classification. If the employee was hired above the first
24 step or base range of the classification, the six month step shall be at the discretion of management.
25 Thereafter, each subsequent step increase (approximately 2.5%, no less than 2.4%) will be effective
26 on January 1 of each year provided that the employee is no longer in a probationary status as of
27 September 30th of the previous year.

28 Following probation, the employee shall progress one step upon completion of each calendar

1 year provided the employee attains the following overall ratings in his/her evaluation:

- 2 • Steps 1-8: At least “satisfactory” or higher overall rating;
- 3 • Steps 9-10: At least “above standard” or higher overall rating.

4 Employees shall be eligible for merit pay above the top step of the salary schedule provided
5 that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit
6 Pay System Manual. Per the terms of the Performance Appraisal and Merit System Manual,
7 employees shall be evaluated in a merit pool of one.

8 **Section 4. Work out of Class.** All work outside of classification in an acting capacity shall
9 be assigned in writing by the division manager or his/her designee. If the work is at a higher level
10 classification, then special duty pay will be awarded. An employee so assigned to a higher level
11 classification shall be paid at the first step of the salary range of the higher level job classification or a
12 salary step in the higher classification which provides at least the equivalent of two steps
13 (approximately 5%, no less than 4.75%) increase over the employee’s current rate of pay, whichever
14 is greater.

15 **Section 5. Mileage Reimbursement.** All employees who have been authorized to use their
16 own transportation on County business shall be reimbursed at the rate established by County Council
17 action.

18 **Section 6. Bus Passes.** The Employer will provide all benefit eligible employees with bus
19 passes at no cost in accordance with current practice and County ordinance.

20 **Section 7. Pay Period.** The County is implementing a bi-weekly pay system, consistent with
21 the attached Addendum D.

22 **Section 8.1. Professional Certifications:** Employees who wish to begin a CEM certification
23 program shall submit such plan to the OEM Manager or Deputy Director. Payment of premium pay
24 is contingent upon satisfactory completion of the CEM program and the award of certification.

25 Employees who wish to begin a certification program for an Emergency Management related
26 certification other than CEM shall submit a written request to the OEM Manager or Deputy Director.
27 If approved, payment of premium is contingent upon satisfactory completion of the certification
28 program and the award of certification.

1 The parties acknowledge that King County intends to seek national accreditation, and the
2 parties will meet to discuss the accreditation requirements on bargaining unit members, and will
3 bargain to the extent required by law. The parties agree that this Article may be opened as necessary
4 to accomplish this bargaining. If the accreditation process requires some or all employees to obtain
5 CEM certification, the parties agree to bargain this requirement to the extent required by law.

6 **Section 8.2. Professional Certification Pay:** All Employees who have valid certifications as
7 described in Section 8.1 above shall be paid an additional one hundred (100.00) dollars per month.
8 Employees must provide proof of certification to receive compensation under this section.

9 **Section 9. Professional Association Dues.** Employees shall be reimbursed for the cost of
10 membership dues in the Washington State Emergency Management Association.

11 **ARTICLE 10: HOURS OF WORK**

12 **Section 1. Normal workweek.** The standard workweek shall consist of five consecutive
13 workdays, Monday through Friday.

14 **Section 2. Alternate and Flex Workweeks.** It is the County Executive's policy to actively
15 promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit
16 member shall have the opportunity to request an alternative workweek or telecommuting schedule.
17 The employee shall submit the request in writing to management listing the reason(s) for the request
18 and the type of alternate workweek or telecommuting schedule requested. Management will evaluate
19 the feasibility of the employee's request. The decision of whether or not to grant an alternative
20 workweek or telecommuting schedule will be stated in writing to include the reasons for denial or
21 approval, according to an established list of criteria. If a request for an alternative workweek or
22 telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal
23 process listed below.

24 Management or the employee may terminate an alternative workweek or telecommuting
25 schedule, in writing, with advance notice of thirty (30) calendar days. When management terminates
26 an alternative workweek or telecommuting schedule, the employee must receive written notification
27 stating the reason(s) for the termination. In instances where the County, due to emergency or
28 business reasons, must terminate the alternative workweek or telecommuting schedule, the County

1 will provide as much notice of schedule change as practicable. Upon receiving written notification of
2 termination of the schedule, the employee may appeal the termination of the schedule in accordance
3 with the appeal process listed below.

4 **Appeal Process:** When a request for an alternative workweek or telecommuting schedule has
5 been denied or an existing alternative workweek or telecommuting schedule has been terminated,
6 upon receiving written notice from management, the employee shall have ten (10) business days to
7 appeal in writing to the Human Resources Service Delivery Manager or designee. Human Resources
8 Service Delivery Manager or designee shall, within ten (10) business days of receipt of the appeal
9 notice, contact the employee and their Local 17 Union Representative to schedule a meeting to
10 address the appeal. The ultimate decision of whether to grant or deny the appeal will remain with the
11 Human Resources Service Delivery Manager or designee.

12 **Section 3. Executive Leave.** In recognition of the nature of the work of employees covered
13 under this Agreement, employees shall be entitled to a minimum of three (3) days of Executive Leave
14 per calendar year, in accordance with King County policy (Executive Policy 8-1-2) as amended.
15 These three days will be available for employees' use at the start of each calendar year.

16 **Section 4. Duty Officer Assignment.** Assignments to Duty Officer shall be made in
17 accordance with the Office's policy, as contained in Addendum B.

18 **Section 5. Communication Device.** Bargaining unit employees will continue to be required
19 to carry a communication device at all times, except when on approved leave. Employees shall
20 maintain the devices in operational condition. The County shall furnish all supplies and technical
21 support needed to maintain the devices in operational condition.

22 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

23 **Section 1.** There shall be established a Labor-Management Insurance Committee comprised
24 of an equal number of representatives from the County and the Labor Union Coalition whose function
25 shall be to review, study, and make recommendations relative to existing medical, dental, and life
26 insurance programs.

27 **Section 2.** The Union and the County agree to incorporate changes to employee insurance
28 benefits that the County may implement as a result of the agreement of the Joint Labor-Management

1 Insurance Committee.

2 **ARTICLE 12: REDUCTION IN FORCE**

3 **Section 1.** The terms of this Article apply only to King County career service employees.

4 **Section 2. Pre-Layoff.** When a reduction in force is anticipated, the County and the Union
5 shall meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of
6 positions.

7 When a reduction in force is required, the County and the Union shall meet and jointly
8 endeavor to find ways to minimize or eliminate the number of employees who must be involuntarily
9 laid off.

10 The County will attempt to place said employee into any vacant position for which the
11 employee is qualified, or endeavor to retrain or redeploy affected employees to the extent possible.

12 **Section 3. Notice.** When the elimination of a position shall result in an employee being laid
13 off, the County shall provide written notice to the Union and the affected employee at least 30
14 calendar days prior to the effective date of the layoff. To the extent practicable, the County shall
15 provide 180 days layoff notice to affected employees.

16 **Section 4. Seniority and Layoff Order.** Seniority shall be defined as date of hire into a job
17 classification within the bargaining unit; provided, however, for employees in the bargaining unit as
18 of the initial date of implementation, seniority shall as be defined as total FTE career service within
19 the King County Office of Emergency Management. An employee who leaves a covered bargaining
20 unit position for more than two years will lose all accrued seniority. An employee who has been laid
21 off will be credited for prior service if recalled pursuant to the terms of this Agreement. In the event
22 that there are two employees having the same seniority, the County will consider ability and skill to
23 be the determining factor on retention. Any layoffs will be conducted in reverse seniority order.

24 **Section 5. Outplacement/Referral Services.** The County shall provide outplacement
25 services to employees in the bargaining unit as provided in the County's Career Support Services
26 (formerly titled Layoff and Recall Program.) These services shall be made available to all bargaining
27 unit employees who receive layoff notices, and to the extent practicable, to employees who have been
28 identified as being at-risk of layoff. Management will make all efforts to place regular employees

1 within the bargaining unit within existing positions in the Office of Emergency Management;
2 provided, however, that employees will be paid at the salary of the position offered and, if the
3 position is a term-limited temporary (TLT) position, the employee will be converted to TLT status.
4 Employees who accept a TLT position within the Office of Emergency Management or a lower-level
5 position within the Career Service in lieu of layoff retain their recall rights set forth in Section 6 of
6 this Article.

7 **Section 6. Recall**

8 A. An employee who is laid off will have general hiring preferences to other vacant
9 County positions, consistent with the County's Workforce Management Plan, for a period of two
10 years following the employee's layoff. During the two year recall period, the employee will retain
11 specific recall rights to a position within the job classification from which he/she was laid off
12 regardless of whether the employee has accepted a different position with the County. Recall and
13 placement offers shall be done by seniority, where the most senior laid-off employee is offered the
14 position first.

15 B. An employee who is recalled from layoff will have all unpaid sick leave balances
16 and his/her seniority restored.

17 **ARTICLE 13: POSTING PROCEDURE AND PROBATION**

18 **Section 1. Posting of Vacancies.** Employees are encouraged to seek advancement within
19 their specific work units as well as within the County as a whole. In order to promote such, the
20 County shall post announcements informing employees of open recruitment opportunities within all
21 County departments.

22 **Section 2. Probationary Period.** Employees hired into regular positions will serve a six (6)
23 month probation period. The probation period may be extended by the manager/designee at his/her
24 discretion, not to exceed one (1) year. Consistent with the definition of "probationary employee" and
25 "probationary period" contained in the King County Personnel Guidelines, during probation an
26 employee serves at will and probationary terminations are not subject to the grievance and arbitration
27 provisions of this Agreement. Employees will be allowed to attend a minimum of eighty hours of
28 Emergency Management Training in their first year of employment.

1 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Grievance/Arbitration/Mediation.** King County and the Union recognize the
3 importance and desirability of settling grievances promptly and fairly in the interest of continued
4 good employee relations and morale. To this end, the following procedure is outlined. The parties
5 agree to make every effort to settle grievances at the lowest possible level of supervision.

6 The parties also support the concept of resolving disputes by mutually consenting to
7 mediation wherever practicable. The parties are encouraged to resolve disputes through a mutually
8 acceptable mediation forum at any step in this process. The process will use a mutually acceptable
9 mediator and conclude within thirty (30) days after the mutual request.

10 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
11 or reprisal in seeking adjudication of their grievances.

12 **A. Definition.** A grievance is an issue raised by an employee, a group of employees,
13 the Union (by a steward or the Local), or the County regarding the application and interpretation of
14 the terms and provisions of this agreement. If a grievance is brought by the County, the grievance
15 may be filed at Step 2.

16 **B. Procedure.**

17 **Step 1. Director or Designee.** A grievance shall be presented by the grievant
18 and/or Union representative in writing, within twenty (20) working days of the date when the grievant
19 knew or should have known of the basis for a grievance, to the Director of the Office of Emergency
20 Management. The grievance must contain at a minimum (1) a written statement of the grievance, (2)
21 a reference to which contract provision(s) the grievant believes have been violated, and (3) a
22 requested remedy. The Director or designee shall attempt to resolve the matter and notify the
23 grievant within fifteen (15) working days from the date the grievance was received. Failure by the
24 Director or designee to issue a response within the prescribed timeline shall automatically advance
25 the grievance to the next step. The grievant shall have ten (10) working days from the issuance of
26 management's Step 1 response (or the date that the Step 1 response was due) to advance the grievance
27 to Step 2, otherwise the grievance shall be presumed to be resolved. The grievant's request to
28 advance the grievance to Step 2 must be made in writing to the Director of the Office of Labor

1 Relations, copying the issuer of the Step 1 response. The Union or its representative must sign the
2 grievant's request to advance a grievance to Step 2.

3 **Step 2. Office of Labor Relations Director or Designee.** If after thorough
4 evaluation, the decision of the Director or designee has not resolved the grievance to the satisfaction
5 of the Union, the grievance may be presented to the Office of Labor Relations Director as stated
6 above. All letters, memoranda and other written materials previously submitted to the decision
7 makers at Step 1 shall be made available for the review and consideration of the Office of Labor
8 Relations Director or designee. He/she may interview the employee and/or his/her representative and
9 receive any additional related evidence that he/she may deem pertinent to the grievance. The Office
10 of Labor Relations Director or designee shall issue a written decision within thirty (30) working days
11 of receipt of the Step 2 grievance. Failure by the Office of Labor Relations Director or designee to
12 issue a response within the prescribed timeline shall automatically advance the grievance to the next
13 step. If the matter is not resolved, the Office of Labor Relations Director or designee will be the
14 Union's contact thereafter in this process. The Union shall have thirty (30) working days from the
15 issuance of management's Step 2 response (or the date that the Step 2 response was due) to advance
16 the grievance to Step 3, otherwise the grievance shall be presumed to be resolved.

17 In the instance when the grievance is initiated by the County, the County shall submit the
18 second step grievance to the bargaining unit's Union Representative who shall have thirty (30)
19 working days to issue a response. The County shall have thirty (30) working days from the issuance
20 of the Union's Step 2 response (or the date that the Step 2 response was due) to advance the grievance
21 to Step 3, otherwise the grievance shall be presumed to be resolved.

22 **Step 3. Arbitration.** If after thorough evaluation, the decision of the Office of
23 Labor Relations Director or designee has not resolved the grievance, the Union or the County may
24 request to submit the grievance to arbitration, in accordance with the timelines and procedures stated
25 above. The process for selection of the arbitrator and the authority of the arbitrator are set forth in
26 Sections 2 and 3 below.

27 **Section 2. Selection of Arbitrator.** Should arbitration be necessary, the Parties shall select a
28 third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree

1 upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by
2 the American Arbitration Association, the Federal Mediation and Conciliation Service or the Public
3 Employment Relations Commission, whichever source is mutually acceptable. The arbitrator will be
4 selected from the list by both the County representative and the Union, each alternately striking a
5 name from the list until only one name remains. The party to strike first shall be determined by a coin
6 toss.

7 **Section 3. Authority of the Arbitrator.** The arbitrator shall be asked to render a decision
8 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
9 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
10 delegated to any civil service commission or personnel board, as defined in RCW 41.56.

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

14 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
15 equally by both parties. Each party shall bear the cost of its own attorneys' fees regardless of the
16 outcome of the arbitration.

17 **Section 4. Timelines and Extensions.** Failure by the grieving party to comply with any time
18 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
19 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
20 time by the appropriate parties by mutual agreement.

21 **Section 5. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
22 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
23 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
24 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
25 relief for the alleged Unfair Labor Practice.

26 **ARTICLE 15: CLASSIFICATION**

27 **Section 1. Classification.** The County shall furnish the Union with specific classification
28 specifications for classifications in the bargaining unit. The County and the Union shall meet to

1 review proposed modifications and revisions to said specifications and will negotiate the resulting
2 impacts.

3 **Section 2. Reclassification.** Requests for reclassification may be made because an employee
4 has been working in an out of class assignment for twelve (12) months or longer, or because there is a
5 significant change in an employee's duties and responsibilities for a period of twelve (12) months or
6 longer. No employee shall submit a reclassification request if it has been less than one (1) year since
7 the date of a previous reclassification determination.

8 Requests for reclassification must be submitted on the County's form to request
9 reclassification (presently known as the Position Description Questionnaire or PDQ form). The
10 employee will provide a completed copy of the form to his/her supervisor and the Department's
11 Human Resources Service Delivery Manager or designee for review and comment. The supervisor
12 will review and comment within fourteen (14) calendar days, and then forward the form to the
13 division director. The division director shall have fourteen (14) calendar days to review and comment
14 and forward the form to HRD.

15 If the supervisor or division director has any disagreement with the information provided on
16 the form by the employee, the supervisor or division director will discuss this disagreement with the
17 employee prior to forwarding the form to HRD.

18 HRD shall make the classification analysis within 120 calendar days. If HRD determines that
19 an employee should be reclassified, the reclassification will be effective the date the PDQ was
20 submitted to the employee's supervisor and the Human Resources Service Delivery Manager, one or
21 both of whom will acknowledge receipt of the PDQ and record the date received. If HRD determines
22 that a reclassification is not appropriate, the Union may request a hearing with a mutually agreed
23 upon mediator/arbitrator as provided through the King County Alternative Dispute Resolution
24 Program or other mutually agreed upon neutral within thirty (30) calendar days from the date the
25 employee was notified that a reclassification would not take place.

26 The parties agree that the mediator/arbitrator's role in this hearing will be to consider
27 testimonial and documentary evidence presented by the County and the Union regarding the
28 employee's appropriate job classification. The mediator/arbitrator will make a determination as to

1 whether the employee is correctly classified, and if not, the appropriate classification to which the
2 employee should be assigned.

3 **ARTICLE 16: LABOR-MANAGEMENT COMMITTEE**

4 The County and the Union agree to establish a Labor-Management Committee. The purpose
5 of this committee is to discuss matters of concern of either party and the meetings will be held at
6 convenient times and days. Responsibility for coordinating meetings shall alternate between the
7 parties.

8 **ARTICLE 17: SAVINGS CLAUSE**

9 Should any part hereof or any provision herein contained be rendered or declared invalid by
10 reason of any existing or subsequently enacted legislation or by any decrees of a court of competent
11 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
12 remaining portions hereof, provided, however, upon such invalidation the parties agree immediately
13 to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
14 remain in full force and effect.

15 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

16 **Section 1.** The County and the Union agree that the public interest requires efficient and
17 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
18 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
19 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
20 duties, sick leave absence which is not bona fide, or other interference with County functions by
21 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
22 end such interference. Any concerted action by any employee in the bargaining unit shall be deemed
23 a work stoppage if any of the above activities have occurred. Being absent without authorized leave
24 shall be considered as an automatic resignation. Such a resignation may be rescinded by the division
25 manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar
26 days of the date his automatic resignation became effective.

27 **Section 2.** Upon notification in writing by the County to the Union that any of its members
28 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to

1 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
2 In addition, if requested by the County a responsible official of the Union shall publicly order such
3 Union employees to cease engaging in such a work stoppage.

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

6 A. Discharge.

7 B. Suspension or other disciplinary action as may be applicable to such employee.

8 **Section 4.** In general, employees who encounter a sanctioned picket line in the course of their
9 duties and who fear of imminent harm to their health and safety should contact their supervisor for
10 work instructions. In the event of picketing at the employee's regular place of work, Division
11 management and the Union will develop an approach for dealing with the safety concerns of the
12 bargaining unit while ensuring emergency management operations. When possible, these discussions
13 will take place in advance.

14 **ARTICLE 19: WAIVER AGREEMENT**

15 **Section 1.** The parties acknowledge that each has had the unlimited right within the law and
16 the opportunity to make demands and proposals with respect to any matter deemed a proper subject
17 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this
18 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
19 waive the right to oblige the other party to bargain with respect to any subject or matter not
20 specifically referred to or covered in this Agreement.

1 **ARTICLE 20: DURATION**

2 This agreement shall become effective upon the effective date of the ordinance approving this
3 Agreement and shall cover the period of April 1, 2011 through March 31, 2014.

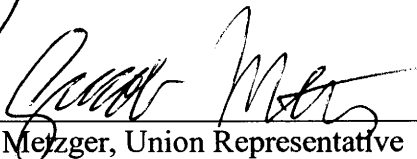
4 Contract negotiations for the period beginning April 1, 2014 may be initiated by either party
5 providing to the other written notice of its intention to do so prior to February 1, 2014. It is the goal
6 of both parties to conclude negotiations prior to expiration of this Agreement.

7
8 APPROVED this 10 day of AUGUST, 2012.

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10
11
12 By: 
13 King County Executive

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16
17 Professional And Technical Employees, Local 17

18 
19 Joseph W. McGee, Executive Director

20
21 
22 Jacob Metzger, Union Representative

1
2 cba Code: 055

Union Code: C18

3 **ADDENDUM A**

4 **2012 Wage Rates**

5
6

Job Class Code	PeopleSoft Job Code	Classification Title
5120300	513202	Emergency Management Program Manager

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11

Step	Hourly Rate
Step 1	\$ 35.7636
Step 2	\$ 37.4981
Step 3	\$ 38.3981
Step 4	\$ 39.3196
Step 5	\$ 40.2633
Step 6	\$ 41.2296
Step 7	\$ 42.2191
Step 8	\$ 43.2323
Step 9	\$ 44.2700
Step 10	\$ 45.3324

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November 28, 2011

**KING COUNTY OFFICE OF EMERGENCY MANAGEMENT
DUTY OFFICER PROCEDURES**

Overview:

The King County Office of Emergency Management (OEM) Duty Officer is the primary point of contact for all emergencies occurring in King County, and incidents occurring outside King County which have a direct, or indirect impact on King County.

GENERAL STAFF REQUIREMENTS

1. Duty Shifts will consist of one (1) week. Shifts begin at 0800 Tuesday and terminate the following Tuesday at 0800. The Duty Officer shall not take Leave during their scheduled shift.
2. The OEM Duty Officer shall be reachable via the Duty Officer Blackberry or other primary communication methods twenty-four (24) hours a day during their duty shift.
3. The Duty Officer shall respond to notifications received over the Duty Officer Blackberry within fifteen (15) minutes.
4. The Duty Officer will attempt to remain within a 90 minute response time to the ECC.
5. All OEM staff are responsible for reporting equipment problems, keeping charged batteries, maintaining and testing their assigned communications equipment (cell phones and radios) and participating in scheduled tests.
6. All OEM Duty Officers are responsible for keeping an updated version of their Duty Officer Reference Manual, and posting new material in their DO Book as it is issued. A master manual will be kept in the Warning Managers Cube.
7. The scheduled on-call Duty Officer will make the following notifications if trading duty officer assignments with another employee: Warning Manager, King County Sheriff Communications Center Supervisor and OEM director and staff.

DUTY OFFICER TASKS DURING BUSINESS HOURS

The on-call Duty Officer will perform the following tasks:

1. During the morning of each business day, check the telephone messages recorded on the OEM Office voice mail system (296-3830) and manage / distribute appropriately.
2. During the morning of each business day, check the Outlook King County ECC, KC computer file for current messages, and manage/delete/ distribute those messages as required.
3. During the morning of each business day, check the facsimile machines in the ECC communications room and the administrative area.
4. Each morning, during the work week, input any significant event that will have 'executive' interest to the Share Point DO Operations Activities Log. If conditions preclude input into Share Point, an E-mail will be sent to the OEM director and staff before as soon as possible.

ADDENDUM B
KC OEM Duty Officer Procedures

5. Conduct a weekly test of 800 MHz radios at 0900 every Wednesday morning. KC departments will be called by 'role call' using the radio check form found in: (J/Operations/Duty Officer/Comms Log Forms/Radio Check). Those forms are in a 3-ring binder next to the 800 MHz radio base station in the ECC Communications Room. Only talk group 'EOC Com' will be exercised.
6. Approximately 30 minutes before the test, a notification message will be sent to all OEM staff members and King County departments and jurisdictions on the 'MyStateUSA' warning & notification system, to remind them of the test. This test will be documented in the 'DO Equipment Testing Log' which is part of the 'KCOEM' 'KCOEM Duty Officer' section of SharePoint.
7. Following the 800 MHz radio test, conduct tests of the following systems, and document in the SharePoint site 'KCOEM'/DO'/DO Equipment Testing Log':
 - Conduct a practice (Demo) Emergency Alert System (EAS) message.
 - Conduct a test of the satellite telephone and radio with the State EOC, or Seattle EOC.
 - Conduct a test of the CEMNET radio system.
 - Conduct a test of the Ring-Down telephone to Seattle EOC.
 - Conduct a test of the VIPR system.
 - Conduct a test of the Secure Telephone with the Seattle EOC.
 - Conduct a test of the MyStateUSA system using the Duty Officer Tablet.
 - Ensure that the Samsung Galaxy Tablet batteries are fully charged and that the tablet is synced with the ECC/KC address.
8. The Duty Officer will coordinate the OEM response to in-progress incidents warranting emergency management involvement. The Duty Officer may seek assistance from other OEM staff members to assist with response actions including making notifications, activating the county ECC, or responding to the scene as necessary.
9. The Duty Officer will be available to respond to duty calls during the work day. However, it is understood that some meetings will require the Duty Officer to be off site during their shift. In the event that a duty call is received by the office and the Duty Officer is not available, any available Emergency Management Program Manager (EMPM) will handle the call and respond as necessary including logging the call (see SharePoint KCOEM Team Site/KCOEM Duty Officer/DO Operations Activities Log). If no EMPMs are available to handle the Duty Officer call, OEM staff should take the caller's contact name and number and contact the Duty Officer to respond.
10. The Duty Officer will document all relevant events in the SharePoint site, [KCOEM Team Site/KCOEM Duty Officer/DO Operations Activities Log].
11. The Duty Officer will prepare a Friday weekly "Snapshot" situation update using the format in Attachment 1 (attached), when events dictate a need for situational awareness without activation of the ECC. Examples are windstorms, cooling/warming trends, snowstorms, and power outages.

ADDENDUM B
KC OEM Duty Officer Procedures

DUTY OFFICER TASKS DURING NON-BUSINESS HOURS

1. The Duty Officer will have access to their Duty Officer Reference Manual, Blackberry cell phone, Samsung Galaxy Tablet, and 800 MHz radio, 24 hours a day while on duty.
2. Return calls to the Duty Officer Blackberry will be accomplished within 15 minutes of receipt of the call.
3. Duty Officers represent the King County Director of Emergency Management (the County Administrative Officer) and King County Government and will conduct themselves in a professional manner. No alcohol or drugs will be consumed that may impair decision making or driving abilities.
4. If responding to a scene, the Duty Officer will wear clothing (cap, shirt and/or jacket) that identifies him/her as a part of the King County Office of Emergency Management. Marked Emergency Management vehicles will be used whenever possible, but if personal vehicles are used, magnetic signs will be displayed when possible (these do not exempt vehicles from traffic laws). The Duty Officer will only respond on-scene if coordinated with the OEM Director/Assistant Director.
5. If an emergency arises during non-business hours and the Duty Officer is unable to perform his/her duties, the Warning Program Coordinator will be immediately notified. If unable to contact the Warning Program Coordinator, the Director or Assistant Director of OEM will be immediately notified.

DUTY OFFICER WEEKLY TRANSITION:

1. The outgoing duty officer will meet with the incoming DO and Warning Manager from 0800-0830 every Tuesday. The outgoing DO will prepare the DO Transition document found in the 'DO Share Point site', and brief the incoming DO on the following:
 - Brief synopsis of the week
 - Any events that will spill-over into the next DO tour.
 - Weather for the next week.
 - Issues with ECC equipment
2. During the Tuesday staff meeting, the outgoing duty officer will succinctly brief the OEM staff on the completed duty officer tour including weather, trends, lessons learned.

DUTY OFFICER TRANSITION TO ECC ACTIVATION

1. The duty officer may elect to activate the ECC based on the emergency or disaster event that they are responding to. Permission to activate must come from the OEM Director, Assistant Director, Senior Manager, or County Administrative Officer (CAO). The notification of OEM staff for a conference call will be made on the MyStateUSA Warning and Notification System [<https://mystateusa.com/edit> Use designated user name and password].

ADDENDUM B
KC OEM Duty Officer Procedures

2. The Duty Officer will conduct a conference call or 800 MHz radio call on talk group KCEOCCOM with the OEM Director, Deputy Director and as many OEM staff that are available. **If telephones and the 800 MHz radio system are not functioning, all OEM staff will report to the ECC.**
3. The Duty Officer will brief the conference call on the disaster event, using the following format:
 - **Type of Incident** (Hazmat, Flood, Fire, Earthquake, MCI, Dam Failure, Other)
 - **Location and Time**
 - **Incident Description**
 - **Weather**
 - **Roads Status**
 - **Impacted Infrastructure**
 - **Warnings and Evacuations, and to where?**
 - **Injuries and Fatalities**
 - **Incident Commander and Callback numbers or radio frequencies**
 - **Notifications Made**
 - **Recommendation to Activate ECC**
4. Once the decision to activate has been made, the Duty Officer will fill the role as ECC Supervisor and make initial assignments to OEM staff as to their job assignment in the activated ECC while on the conference call. (See ECC Operations Manual, ECC Activation Initial Set-Up-Level 1, 2 or 3).
5. Once assignments have been made, the Duty Officer will proceed to the ECC. If the Duty Officer is delayed in reporting to the ECC, the senior OEM staff member present will fill the role of ECC Supervisor until the Duty Officer arrives, or the Incident Manager appoints a different staff member to fill the position.

ADDENDUM C

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
<<UNION>>
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by «Unions» - «Departments_Full_Name_Reorg»

cba Code	Union	Contract
<<cba Code> >	<<Union>>	<<Contract>>

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and «Unions» agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. 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.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

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ADDENDUM D**Memorandum of Agreement****By and Between****King County****and****International Federation of Professional & Technical Engineers, Local 17****Office of Emergency Management, Department of Executive Services;****Project/Program Manager III****Subject: Transition to PeopleSoft Biweekly Actual Hours Pay**

This Memorandum of Agreement is made and entered into, by and between International Federation of Professional & Technical Engineers, Local 17 hereinafter, referred to as "the Union," and King County, hereinafter, referred to as "the County," and shall be effective upon ratification of the parties.

WHEREAS, the Union and the County are parties to a collective bargaining agreement (CBA), which is in effect from April 1, 2008 through March 31, 2011, AND;

WHEREAS, Article 9, Section 7 of that CBA reads as follows:

ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES

Section 7. Pay Period. The County may implement a bi-weekly pay system, but will negotiate the effects of implementation. AND;

WHEREAS, the King County Council adopted Ordinance 16818 on May 3, 2010, which states, "County officers and employees currently paid on a semi-monthly pay cycle shall be transitioned to a biweekly pay cycle in one or more groups on or after January 1, 2011."

NOW, THEREFORE, THE PARTIES STATE THEIR INTENT AS FOLLOWS:

The County provided the Union with timely notice of its intent to implement a biweekly payroll schedule for bargaining unit members who are currently paid on a semi-monthly schedule.

As provided in the CBA, the County is entitled to implement a biweekly payroll schedule for employees represented by the Union.

The parties acknowledge that, as a result of transitioning the administration of payroll to PeopleSoft biweekly actual hours pay, penny variances due to mathematical rounding in earnings from projects, union deductions, tax withholdings and other calculated payroll figures may occur.

Transition to PeopleSoft Biweekly Actual Hours Pay

*International Federation of Professional & Technical Engineers, Local 17 - Office of Emergency Management,
Department of Executive Services; Project/Program Manager III*

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Page 1

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ADDENDUM D

The parties acknowledge that these variances occur both in favor of the bargaining unit member and in favor of the County. These variances, which may occur as a result of the transition to PeopleSoft biweekly actual hours pay, are considered by the parties to be *de minimis* and to occur in an equitable manner, where neither party gains or pays more than they are entitled or obligated to pay.

When a County officer or employee's payroll is transitioning from a semi-monthly pay cycle to a biweekly pay cycle, the Executive is authorized to allow County officers and employees the option to elect to receive a transition payment, as set forth in Ordinance 16818, Section 3, if they meet the qualifications set forth in Subsection 2 B of the Ordinance.

County officers and employees who meet the following qualifications, on the cut-off date(s) selected by the county administrative officer are eligible to elect to receive a transition payment. Eligible county officers and employees are those who:

1. Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;
2. Are not serving a probationary period;
3. Are in a paid status;
4. Are employed in a position that is scheduled to be funded and filled for approximately one year after the date or dates selected by the county administrative officer;
5. Have elected to receive the transition payment by the cut-off date or dates selected by the county administrative officer; and
6. Have agreed and, if applicable, whose spouse or state registered domestic partner have agreed, in writing, to repay the county for the amount of the transition payment as set forth in Ordinance 16818, Section 4.

The amount of the transition payment for an eligible employee shall be equivalent to the dollar amount reached by multiplying the employee's base rate of pay by the number of standard work hours in one work week, not inclusive of overtime. In calculating the transition payment, an employee's base rate of pay excludes any type of premium pay. Excluded premium payments include, but are not limited to, payments for shift differential, certification, merit, or any other type of additional pay.

Employees who elect to receive the transition check must request it by completing and submitting the designated forms no later than the cut-off date to be established by the County. Repayment of the transition amount shall be made to the County no later than the end of the fiscal year within which the transition amount was paid.

If an employee leaves county employment before completion of repayment of the full transition payment amount, the outstanding balance shall be paid in full by the following methods:

1. A deduction from the final paycheck owed to the employee when he/she leaves employment; and if further payment is owed, then by
2. A deduction from any other payment owed to the employee; and if further payment is owed, then by

ADDENDUM D

3. A payment directly to the County by the employee or, if applicable, his/her spouse or state registered domestic partner.

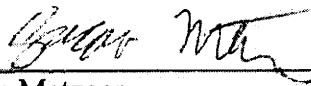
If the deductions or payments under this section do not pay the full outstanding balance, the County reserves the right to refer any unpaid amount to a collection agency or to pursue other legal means for repayment.

The County agrees to provide briefings on the progress of the transition to the Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

The Union acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of biweekly pay with the execution of this agreement.

Upon complete execution of this agreement by all parties, it shall be effective through December 31, 2012.

For International Federation of Professional & Technical Engineers, Local 17 (Office of Emergency Management, Department of Executive Services; Project/Program Manager III) [055]:

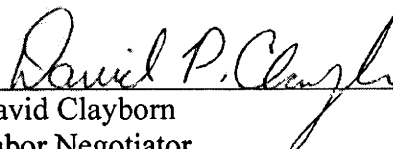


Jacob Metzger
Union Representative

1/13/11

Date

For King County:



David Clayborn
Labor Negotiator
Office of Labor Relations

1/4/2011

Date

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King County

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Professional and Technical Employees, Local 17 (Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager)
Labor Negotiator
Deborah Bellam

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. This collective bargaining agreement incorporates the King County Coalition of Labor Unions' cost-of-living adjustments (COLA) memorandum of agreement by reducing COLA by 2% over a period of two years.
2. This collective bargaining agreement allows for Accountable Business Transformation Program related changes and changes to the performance evaluation system.
3. This collective bargaining agreement places employees back on the standard King County squared salary schedule in 2014.
4. This collective bargaining agreement clarifies the certification process and pay to give the Office of Emergency Management and its employees greater latitude in completing certification programs and awarding premiums associated with such certifications.
5.
6.

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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Professional and Technical Employees, Local 17 (Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager)

TERM OF CONTRACT: April 1, 2011, through March 31, 2014

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The Emergency Management Program Managers in this bargaining unit are responsible for coordinating activities in support of the County's Office of Emergency Management. This includes analytical and research work and project/program coordination throughout King County working in partnership with cities, counties, state and federal agencies, communities, and other private organizations to develop a regional approach to emergency mitigation, preparedness, response, and recovery.

NEGOTIATOR: Deborah Bellam

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	This collective bargaining agreement provides for layoff based on seniority in the bargaining unit.
➤ INTEREST-BASED BARGAINING:	The parties used an interest based approach to bargaining.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	N/A
➤ CONTRACTING OUT OF WORK:	The current collective bargaining agreement prohibits King County from contracting out bargaining unit work normally performed by bargaining unit employees if contracting out would supplant bargaining unit members.
➤ LABOR / MANAGEMENT COMMITTEES:	The current collective bargaining agreement provides for a labor/management committee.
➤ MEDIATION:	The parties may use mediation services but were not in need of such services for this bargaining.
➤ CONTRACT CONSOLIDATION:	The Office of Emergency Management has only one collective bargaining agreement covering its employees.
➤ HEALTH BENEFITS COST SHARING:	These employees are covered by the Joint Labor and Management Insurance Committee process.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The parties settled this collective bargaining agreement in a short period of time prior to the end of 2011.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT:

Professional and Technical Employees, Local 17 (Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager)

COUNCIL POLICY	COMMENTS
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	There are no temporary employees in this bargaining unit.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	These employees are paid on a biweekly schedule.
➤ INTEREST ARBITRATION ELIGIBLE:	These employees are not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	This collective bargaining agreement does include a no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	This collective bargaining agreement provides for standard King County leave benefits.
➤ HOURS OF WORK:	This collective bargaining agreement provides for a standard 5-day (Monday-Friday) work week with alternative schedules available.
➤ PERFORMANCE EVALUATIONS:	This collective bargaining agreement provides for performance evaluations and changes to such systems.

August 9, 2012

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that supports King County's interest in continuing to provide and coordinate high quality regional emergency planning services to the area.

The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 (Office of Emergency Management, Emergency Management Program Manager) collective bargaining agreement for the period of April 1, 2011, through March 31, 2014. This agreement covers approximately six employees in the Department of Executive Services.

The Emergency Management Program Managers in this bargaining unit are responsible for coordinating activities in support of the County's Office of Emergency Management (OEM). This includes analytical and research work and project/program coordination throughout King County.

The King County OEM works in partnership with cities, counties, state and federal agencies, communities, and other private organizations to develop a regional approach to emergency mitigation, preparedness, response, and recovery. The Office of Emergency Management does this with the support and cooperation of leadership from our area's various jurisdictions and emergency management organizations and is committed to effective coordination of information, resources, and services throughout our region. This commitment is consistent with the County's Strategic Plan to undertake regional emergency planning and preparedness activities, including education and coordination.

This collective bargaining agreement incorporates the King County Coalition of Labor Unions' cost-of-living adjustments (COLA) memorandum of agreement and improves clarity and efficiency in certain processes including certification programs. It also allows for changes sought by the County relating to the Accountable Business Transformation Program and performance evaluation systems. These provisions support the County's Strategic Plan

The Honorable Larry Gossett

August 9, 2012

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to develop and retain quality employees and utilize employees in an efficient, effective, and productive manner.

The wage settlements for 2012 and 2013 follow the standard County settlement agreed to with other labor organizations and incorporates the King County Coalition of Labor Unions' COLA memorandum of agreement by reducing COLA by 2% over a two year period. Thus, this agreement provides for a COLA of .63% in 2012 while other bargaining units that agreed to forgo 2011 COLA received 1.63%. The same formula will be applied in 2013. The wage settlement for 2014 also follows the standard County settlement agreed to with other labor organizations and places bargaining unit employees back on Range 64 of the King County squared salary schedule. The wage settlement in this agreement is consistent with the County's Strategic Plan in that it keeps the County's cost of doing business down, including keeping growth in costs below the rate of inflation.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will allow King County to continue to provide high quality regional coordination of emergency planning services. Your support in passing this legislation is appreciated.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Michael Woywod, Chief of Staff
 Patrick Hamacher, Senior Principal Legislative Analyst
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
 Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	Professional and Technical Employees, Local 17 (Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager)	
Effective Date:	4/1/11 to 3/31/14	
Affected Agency and/or Agencies:	Emergency Management Division, Department of Executive Services	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Bryan Heartsfield, Assistant Division Director	Phone: 205-4062
Note Reviewed by:	Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Yiling Wong, Budget Analyst Phone: 263-9725

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2012	2013	2014
CX	10	EMD	\$ 2,689	\$8,976	\$8,594
Grants Fund	2140	EMD	\$ 1,225	\$4,089	\$3,915
TOTAL: Increase FM previous year			\$ 3,914	\$13,065	\$12,509
TOTAL: Cumulative			\$ 3,914	\$16,979	\$29,487

EXPENDITURE BY CATEGORIES:						
Expense Type	Fund Code	Department	2011 Base (Est)	2012	2013	2014
Salaries			\$ 541,785	\$ 3,414	\$11,395	\$10,909
OT			\$ 0	\$ 0	\$0	\$0
PERS & FICA			\$ 79,426	\$ 500	\$1,670	\$1,599
Total			\$ 621,211			
TOTAL: Increase FM previous year				\$ 3,914	\$13,065	\$12,509
TOTAL: Cumulative				\$ 3,914	\$16,979	\$29,487

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period(s):	3 year contract from 4/1/2011 – 3/31/2014.
2. Wage Adjustments & Effective Dates:	
COLA:	90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 minus 1% (0.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 minus 1% (2.09%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 1.96%)
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS/FICA:	Payroll taxes estimated to be 14.66%.
Overtime:	None.
4. Other Cost Factors:	