

**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 and above	26	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

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

*April 1, 2011 through March 31, 2014*

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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.

## **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

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

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

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

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

### **B. Procedure.**

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

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**ARTICLE 20: DURATION**

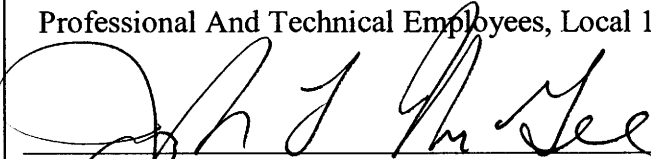
This agreement shall become effective upon the effective date of the ordinance approving this Agreement and shall cover the period of April 1, 2011 through March 31, 2014.

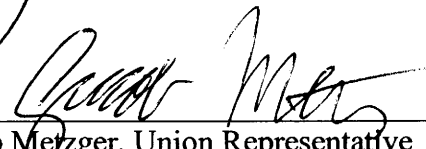
Contract negotiations for the period beginning April 1, 2014 may be initiated by either party providing to the other written notice of its intention to do so prior to February 1, 2014. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 10 day of AUGUST, 2012.

By:   
King County Executive

Professional And Technical Employees, Local 17

  
Joseph W. McGee, Executive Director

  
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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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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