AGREEMENT BETWEEN

PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

OFFICE OF EMERGENCY MANAGEMENT

AND

KING COUNTY

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ARTICLE 1: PURPOSE

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

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2.

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

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

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

Section 3. Dues Deduction.

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

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

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

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

ARTICLE 3: UNION RIGHTS & REPRESENTATION

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

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

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

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

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

ARTICLE 4: RIGHTS OF MANAGEMENT

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

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

ABT Project, to the extent required by law.

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

Section 4. Conduct Performance Evaluations consistent with Article 5.5.

Section 5. Federal EM guidelines. The parties acknowledge 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 does not waive its rights under RCW 41.56 to bargain NIMS related issues/actions to the extent required by law.

ARTICLE 5: EMPLOYEE RIGHTS

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

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

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

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

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

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

ARTICLE 6: HOLIDAYS

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

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

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

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

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

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

ARTICLE 7: VACATION

Section 1. Accrual Rates.

All full-time benefit eligible employees shall accrue vacation benefits for each hour in regular 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

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

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

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

Donated vacation is excluded from vacation payoff provisions.

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

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

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

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

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

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

ARTICLE 8: SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

G. To care for other family members if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Bereavement Leave.

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

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

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

ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCES

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

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

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

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

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

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

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

- Steps 1-8: At least "satisfactory" or higher overall rating;
- Steps 9-10: At least "above standard" or higher overall rating.

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

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

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

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

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

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

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

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

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

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

ARTICLE 10: HOURS OF WORK

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

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

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

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

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

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

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

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

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE

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

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

Insurance Committee.

ARTICLE 12: REDUCTION IN FORCE

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

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

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

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

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

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

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

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

Section 6. Recall

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

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

ARTICLE 13: POSTING PROCEDURE AND PROBATION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15: CLASSIFICATION

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

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

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

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

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

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

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

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

ARTICLE 16: LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 17: SAVINGS CLAUSE

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

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

A. Discharge.

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

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

ARTICLE 19: WAIVER AGREEMENT

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

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: Dow Constantine

King County Executive

Professional And Technical Employees, Local 17

Joseph L. McGee, Executive Director

Jacob Metzger, Union Representative

cba Code: 055 Union Code: C18

ADDENDUM A

2012 Wage Rates

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

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

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, <u>and manage/delete/ distribute those messages as required.</u>
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.

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. <u>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.</u>
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].

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. <u>2012 COLA</u>
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. <u>2013 COLA</u>

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. <u>2014 COLA</u>

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.

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.

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

1/3/11
Date

For King County:

David Clayborn
Labor Negotiator
Office of Labor Relations

1/4/2011
Date