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.

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 dismissal or retirement.

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

Section 3. Conduct Performance Evaluations consistent with Article 5.5.

Section 4. 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 Incident 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 personal holiday shall be added to the vacation leave bank in the pay-period that includes the first day of October and one personal holiday will be added in the pay-period that includes 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
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and above	30

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

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

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

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

Section 5. Vacation Donation. Any benefit eligible employee who has completed at least one (1) year of service may, upon written notice to the donating and receiving employees' division 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. An 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. Hourly employees may use sick leave in 30 minute increments. FLSA exempt employees may only use sick leave 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. Total Compensation Agreement. Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum C (Document Code: 055C0114_Addendum C_000U0414_TotalComp_2015-2016_scsg.pdf.)

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 a 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. Term-Limited Temporary (TLT) employees are at all times at-will employees. They do not serve a probationary period and are not members of the County's career service system. Term-Limited Temporary (TLT) employees are eligible for the January 1 step increase set forth above if they have completed six (6) months of satisfactory service as of September 30th of the previous year. Following probation, for regular employees or in the case of Term-Limited Temporary employees if the TLT had completed six (6) months of satisfactory service as of September 30th of the previous year, 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 other than Term-Limited Temporary 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. Overtime – For the purposes of this Agreement, hourly employees are eligible for overtime. Overtime shall be defined as all hours actually worked in excess of 40 hours in the workweek (sick leave, vacation, holidays and other paid leave are not hours worked). All overtime shall be authorized by the Department Director, his/her designee or the hourly employee's supervisor in advance except in emergencies.

Hourly employees shall be compensated at the overtime rate of time and one-half (1-1/2) at the employee's regular rate of pay as defined by the FLSA, for all actual hours worked in excess of

forty (40) hours in one work-week or work on a holiday. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by management.

Section 5. After Hours Support – Where applicable, the FLSA overtime provisions as set out in Section 4 apply. After hours support is off duty time during which an hourly employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner.

Section 5.1 Callout - A "callout" will be defined as a circumstance where an hourly employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. An employee who is called out before the commencement of his/her regular shift will be compensated in accordance with the provisions of this section; provided, however, in the event the employee is called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.

A. Physical Call-Out - A minimum of two hours at the overtime rate shall be paid for each call-out where the hourly employee is called and returns to a designated work site after completing his/her regular shift and leaving the work site. Where such overtime exceeds two hours, the actual hour worked shall be allowed at overtime rates. This shall include travel time from the employee's residence to the designated work site or place of assignment and back to the employee's residence. Saturday, Sunday and holidays are not subject to call-out pay when the employee is scheduled for overtime work.

B. Technological Call-Out (TCO) - A TCO is where an hourly employee is called to return to duty and performs those duties via telephone, facsimile, computer or similar electronic device that does not require returning to a designated work site. If the time required responding to the TCO exceeds eight (8) minutes, then a minimum of one hour pay at the overtime rate of the employee's current hourly pay rate shall be given. If there is a second TCO that occurs and is resolved within the first hour minimum of the immediately preceding TCO, the second TCO will not be compensated. A TCO that occurs an hour after the conclusion of an immediately preceding TCO will be considered a new TCO. Any TCO exceeding the one hour minimum shall be compensated

at the overtime rate of the employee's current hourly pay rate, for all actual time worked.

Section 6. 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 7. Mileage Reimbursement. All employees who have been authorized to use their own transportation on management approved County business shall be reimbursed at the rate established by County Council action.

Section 8. 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 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 designated by management 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 to identify the number of employees in this bargaining unit that the County is anticipating for layoff 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 Bumping, 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.

Bargaining unit employees may only bump bargaining unit members within the OEM, while E911 employees may only bump within E911.

An employee subject to layoff may bump the least senior employee in the same classification. An employee subject to layoff, who cannot bump within the same classification series, may bump the least senior employee in a lower paid classification within the same classification series. Provided the employee who elects to bump has more seniority. An employee that bumps into the same classification or a lower paid classification within the same series will not serve a probationary period in the new position.

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. New regular employees shall be on probation for their first six (6) months of service. At the County's discretion, employees may have their probation period extended, provided they are informed of the probation extension in writing before the conclusion of the first six (6) months of service, 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, 2014 through March 31, 2017.

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 17th day of February, 2015.

By: _____
King County Executive

Professional And Technical Employees, Local 17

_____
Joseph L. McGee, Executive Director

_____
Karen Estevenin, Union Representative

cba Code: 055

Union Code: C18

ADDENDUM A
Professional & Technical Employees, Local 17
Office of Emergency Management

Wage Addendum

2015 Pay Rates* (+2.00%)

Job Class Code	PeopleSoft Job Code	Classification Title	King County Squared Table Pay Range
5120100	513002	Emergency Management Program Assistant	54
5120200	513102	Emergency Management Program Coordinator	59
5120300	513202	Emergency Management Program Manager	64

2016 Pay Rates* (+2.25%)

Job Class Code	PeopleSoft Job Code	Classification Title	King County Squared Table Pay Range
5120100	513002	Emergency Management Program Assistant	54
5120200	513102	Emergency Management Program Coordinator	59
5120300	513202	Emergency Management Program Manager	64

September 23, 2014

KING COUNTY OFFICE OF EMERGENCY MANAGEMENT
DUTY OFFICER PROCEDURES

Overview:

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

GENERAL REQUIREMENTS:

1. Shifts begin at 0800 Tuesday and terminate the following Tuesday at 0800. The DO shall not take leave during their scheduled shift.

2. While on duty the DO will have access to the Duty Officer Book (reference manual), cell phone, IPad and 800 MHz radio 24 hours a day.

3. The DO shall respond to any missed calls received over the DO cell phone within ten (10) minutes.

4. The DO will remain within a 90 minute response time to the ECC.

5. The DO will notify the DO Program Manager if trading duty officer assignments with another employee.

DUTY OFFICER RESPONSIBILITIES:

1. Monitor the ECC, KC email account and manage/delete/ distribute those messages as required.

2. During the morning of each business day, check the facsimile machines in the ECC and the administrative area.

3. Post any significant event with potential executive-level interest to the SharePoint "DO Operations Activities Log." If conditions preclude posting to SharePoint, an E-mail will be sent to the OEM Director and staff as soon as possible.

4. On Wednesdays at 0900, conduct a weekly test of the 800 MHz radio and the following systems, documenting the test in the SharePoint "KCOEM/DO/DO Equipment Testing Log":
    - Emergency Alert System (EAS) message. (practice demo)
    - Satellite telephone
    - CEMNET radio system.
    - Ring-Down telephone to Seattle EOC.

5. Approximately 30 minutes before the test, send a notification message to the "KCOEM- Duty Officer Weekly Radio Check Group" utilizing the AlertSense warning & notification system.

6. The DO will coordinate the OEM response to incidents warranting emergency management involvement.

7. The DO will be available to respond to duty calls during the work day. In the event that a duty call is received by the office and the DO is not available (i.e. meeting), any available Emergency Management Program Manager (EMPM) may handle the call and respond as necessary including logging the call in SharePoint. If no EMPMs are available, OEM staff should take the caller's contact name and number and contact the DO to respond.

8. When events dictate a need for situational awareness without activation of the ECC, the DO may be required to prepare a *weekly "Snapshot" situation update* using the format delineated in Attachment 1. Examples: windstorms, cooling/warming trends, snowstorms and power outages.

9. The DO may also be required to initiate the Business Continuity Conference call by sending a MyStateUSA message to the appropriate group.

10. If responding to a scene, the DO 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. If personal vehicles are used magnetic signs will be displayed whenever possible (these do not exempt vehicles from traffic laws). ***The DO will only respond on-scene with the approval of and in coordination with the OEM Director/Assistant Director.***

11. If an emergency arises during non-business hours and the DO is unable to perform his/her duties, the DO Program Manager will be immediately notified. If unable to contact the DO Program Manager, the Director or Assistant Director of OEM will be notified immediately.

12. No alcohol or drugs will be consumed that may impair decision-making or driving abilities.

DUTY OFFICER WEEKLY TRANSITION:

1. The outgoing DO will meet with the incoming DO at 0800 every Tuesday. The outgoing DO will prepare the DO transition document and brief the incoming DO on the following:
    - Brief synopsis of the week.
    - Any events that will affect the next DO tour.

- Potential inclement weather for the upcoming week.
- Issues with critical 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 trends, and any lessons learned.

DUTY OFFICER TRANSITION TO ECC ACTIVATION

1. The Duty Officer may recommend activating the ECC based on the emergency or disaster event that they are responding to. ***Permission to activate must come from the OEM Director or Assistant Director or County Administrative Officer***. The DO will communicate with the OEM Director and/or the Assistant Director and provide an update of the current situation and rationale for activating the ECC.

2. If the decision is made to activate, the Duty Officer will consult with the OEM Director and/or Assistant Director to determine staffing schedule and level of activation.

3. When a decision to activate is made the DO will contact the State Duty Officer at 1-800-258-5990 and:

    - Obtain a **mission number** for the incident.
    - Provide:
        - reason for activation
        - activation level
        - time and date of activation
        - any other pertinent information

    (The State Duty Officer may also be contacted via CEMNET or Satellite Phone/Radio 877-229-4331/888-862-8459)

4. The DO will send an AlertSense notification to all KC OEM staff to join a conference call at: 206-205-0850 and state the reason for the conference call. The conference call will include the following information:
    - Situational briefing
    - Level of activation
    - Incident mission number
    - ECC operational periods and ECC personnel for each of the first two shifts.

5. At the conclusion of the conference call, the Duty Officer will send a "stand-by" notification to respective departments for additional staffing needs within the ECC. (Final staffing needs/ESF activation will be determined by the ECC

Manager. The follow-up notification to department contacts will be issued by the Planning Section.)

6. DO responsibilities are suspended during ECC activations and resume once the ECC is deactivated. The DO phone will be monitored by the Planning Section during activations.

Attachment 1

King County

King County Office of Emergency Management
Weekly Winter Weather Snapshot

Date & Time:

Current Situation:

Potential Impacts:

Actions:

Useful links:

http://www.wrh.noaa.gov/sew/
http://www.kingcounty.gov/services/emergencies/winter-weather.aspx
http://gismaps.kingcounty.gov/roadalert/
http://www.kingcounty.gov/environment/waterandland/flooding/warning-system/flood-alerts.aspx
http://resourcetalk.crisisclinic.org/2013-2014-winter-and-severe-weather-shelter-printable-pdf/

Next Snapshot: mm/dd/yyyy or sooner if conditions dictate
Prepared by: Name, Duty Officer
Phone 206-423-6119
Email ecc.kc@kingcounty.gov

ADDENDUM C
(055C0114_Addendum C_000U0414_TotalComp_2015-2016_055_scsg.pdf)

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

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

Introduction:

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

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

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

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

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

ADDENDUM C
(055C0114_Addendum C_000U0414_TotalComp_2015-2016_055_scsg.pdf)

Agreement:

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

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

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

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

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

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

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

Changes to King County Family and Medical Leave

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

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;

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

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

4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and

5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

P. Cole-Tindall — 8-22-14

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

ADDENDUM C
(055C0114_Addendum C_000U0414_TotalComp_2015-2016_055_scsg.pdf)

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

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

Labor Organization: Professional and Technical Employees, Local 17

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
050	PTE, Local 17	Court Reporters - Superior Court
040	PTE, Local 17	Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation
060	PTE, Local 17	Departments: Public Health, Community & Human Services
048	PTE, Local 17	Information Technology
055	PTE, Local 17	Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager
043	PTE, Local 17	Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division
046	PTE, Local 17	Professional & Technical - Department of Transportation
066	PTE, Local 17	Section Managers - Departments: Natural Resources & Parks, Permitting & Environmental Review, Transportation
065	PTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation
047	PTE, Local 17	Transit Administrative Support
042	PTE, Local 17	Transit Chiefs - Department of Transportation, Metro Transit Division
044	PTE, Local 17	Transit Supervisors - Department of Transportation, Metro Transit Division

For Professional and Technical Employees, Local 17:

Joseph L. McGee
Executive Director

8/20/14
Date

ADDENDUM C
(055C0114_Addendum C_000U0414_TotalComp_2015-2016_055_scsg.pdf)
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

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

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

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

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

ADDENDUM C
(055C0114_Addendum C_000U0414_TotalComp_2015-2016_055_scsg.pdf)
ADDENDUM A

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

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

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ADDENDUM A

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

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer — Date: 4/25/11

For Office & Professional Employees International Union, Local 8:

Amanda Saylor, Union Representative — Date: 4/25/11

For Professional and Technical Employees, Local 17:

Behnaz Nelson, Union Representative — Date: 4/26/11

Janet Parks, Union Representative — Date: 4/25/11

For Public Safety Employees Union:

Dustin Frederick, Business Manager — Date: 4/25/11

For Technical Employees Association:

Ade Franklin, President — Date: 4.27.11

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

Diana Prenguber, Staff Representative — Date: 4-25-11

For King County:

James J. Johnson, Labor Negotiator III — Date: 4/28/11

ADDENDUM C
(055C0114_Addendum C_000U0414_TotalComp_2015-2016_055_scsg.pdf)
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.

5. **Scope of Classifications.** Administrative Support classifications, including the following:

   Fiscal Specialist 1-4
   Administrative Specialist 1-4
   Customers Service Specialist 1-4
   Technical Information Processing Specialist 1-4
   Administrative Office Assistant
   Medical Application Specialist (Health)
   Administrative Specialist Supervisor (Health)
   Administrative Staff Assistant
   ~~(Application Worker/ Social Services Specialist)~~

   and any other classification that the parties may agree to include during the course of negotiations.

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

7. **Negotiation Process.**

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

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

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

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

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

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.

   a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
   b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
   c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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

Dated this 30th day of September, 2008.

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager

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