AGREEMENT BETWEEN
KING COUNTY
AND
PUBLIC SAFETY EMPLOYEES UNION
(Fire Marshal's Office in the Department of Development and Environmental Services)

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AGREEMENT BETWEEN

KING COUNTY

AND

PUBLIC SAFETY EMPLOYEES UNION

(Fire Marshal's Office)

These articles constitute an agreement, terms of which have been negotiated in good faith between King County (County) and the Public Safety Employees Union (Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council).

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such for employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

Section 2. Labor-Management Committee.

A. The parties agree to establish a Joint Labor-Management Committee (JLMC).

B. The role of the JLMC is to resolve issues and oversee the tasks and/or committees called for in this Agreement and those that it establishes.

C. The JLMC will meet at least quarterly unless the parties mutually agree to change the schedule.

D. The JLMC does not waive or diminish management rights. The parties recognize that the JLMC may not be able to resolve every issue.

E. The JLMC is not authorized to bargain, to modify the Agreement in anyway or

supplant the grievance process under Article 13.

F. The parties agree that the JLMC is an appropriate forum to discuss the scheduling of vacation leave for employees and contracting of work.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

Section 3. Dues Deduction. 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 as certified by the Union and shall transmit the same to the Union.

Section 4. 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 check-off of dues for

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

County.

ARTICLE 4: HOLIDAYS

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

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

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

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

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

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

Section 6. An employee must be in pay status the scheduled weekday before and after the

holiday to be eligible for the holiday pay.

ARTICLE 5: VACATIONS

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

Full Years of Service		Maximum Annual Leave in Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

Section 2. Employees eligible to accrue vacation leave shall accrue vacation leave from their date of hire.

Section 3. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a paid leave eligible position, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave. Employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if

they have successfully completed their first six (6) months of County service in a paid leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings. This section does not limit the right of employees to use accrued vacation for a qualifying event under the Washington Family Care Act.

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

Section 5. Employees who work a full-time schedule may accrue up to sixty (60) days vacation. Employees who work a part-time schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workday. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the division manager has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

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

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

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

Section 9. In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed their first six (6) months of County service in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

accrual rate under Section 1.

ARTICLE 6: SICK LEAVE

Section 1. Regular, probationary, provisional and term-limited employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

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

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

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

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

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

Section 7. Employees who have successfully completed at least five (5) years of County service 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 thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of

pay in effect upon the date of leaving County employment less mandatory withholdings. This sick leave cash-out provision is subject to the terms of any Voluntary Employee Beneficiary Association (VEBA) that has been or may be adopted by members of this bargaining unit.

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

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

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

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

A. The employee's bona fide illness; provided, that 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. The 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; though an employee who chooses not to augment his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

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

3. An employee may not collect sick leave and worker's compensation time

loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

C. Exposure to contagious diseases and resulting quarantine.

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

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

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

G. To care for other family members, if:

1. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (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 parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

3. 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 with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve (12) months of the birth, adoption or placement;

b. The care of the 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.

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

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

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

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

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

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

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

Section 12.3. Return to Work from Unpaid Leave. An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

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

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

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

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

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

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

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

ARTICLE 7: LEAVES

Section 1. Donation of Leaves. Donation of vacation leave hours and donation of sick leave hours.

A. Vacation leave hours.

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

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

3. Donated vacation leave hours must be used within ninety (90) calendar days

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

B. Sick leave hours.

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

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

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

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

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

Section 2. Leave – Organ Donors.

A. The division manager shall allow employees eligible for paid leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,

bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave provided the employee shall:

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

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

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

Section 3. Bereavement Leave.

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

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

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

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

E. Immediate family means: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's domestic partner.

Section 4. School Volunteers. Employees eligible for paid leaves shall be allowed the use of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the

school attended by the employee's child provided; employees requesting to use sick leave for this purpose shall submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

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

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

ARTICLE 8: WAGE RATES

Section 1. COLA. COLA increases for 2012, 2013 and 2014 shall be in accordance with the provisions of the Memorandum of Agreement by and between King County and King County Coalition of Labor Unions Addressing the 2011 Budget Crisis i.e. (attached).

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

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

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

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

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

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

Section 4. Upon the recommendation of the division manager/designee, newly hired employees may be hired in at a step above Step 1 if the candidate's training and experience warrants such.

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

Section 6. Certification Pay.

A. An employee who is a member of the bargaining unit holding a valid International Fire Code (IFC) will be paid $50.00 per month. No employee shall be paid more than $50.00 per month regardless of the number or types of certifications held.

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

ARTICLE 9: OVERTIME

Section 1. Except as otherwise provided in this article, employees on a five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) day exclusive of the employee's unpaid lunch period, or forty (40) in

one week. Employees on a four (4) day schedule shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of ten (10) in one (1) day exclusive of unpaid lunch period, or forty (40) in one week. Employees required to work through their lunch period shall either be paid or take an alternate lunch period, not both.

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

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

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

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

ARTICLE 10: HOURS OF WORK

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

Section 2. Work Schedules. The establishment of reasonable work schedules and starting times is vested solely within the purview of the division manager/designee and may be changed from

time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the division cannot exercise control. In the exercise of this prerogative, the division manager/designee will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts.

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

ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

King County presently participates in group medical, dental, and life insurance programs for eligible regular, probationary, provisional and term-limited temporary employees and their eligible dependents. The County agrees to maintain the level of benefits in these plans for the duration of this Agreement, except that the Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

ARTICLE 12: MISCELLANEOUS

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

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

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

Section 4. Union Representation. The department shall afford the Union representative a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact the division manager or designee, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. The Union representative shall guard against use of excessive time in handling such responsibilities.

Section 5. Personal Property. Employees who, in the line of duty, suffer a loss of or damage to their essential personal property while using required protective clothing as appropriate, will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of non-essential personal property shall not exceed one hundred-fifty dollars ($150) per occurrence, provided that the employee can establish the value of the lost or damaged item to the satisfaction of the division manager/designee. Where possible, the essential and/or non-essential personal property item(s) shall be presented to the division manager/designee as documentation of the need for replacement or repair.

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

Section 7. Uniforms and Equipment. Employees shall be responsible for required uniforms and equipment issued by the County. Upon presentation by the employee to the division manager/designee of evidence, including the item itself, demonstrating the need for replacement, the division manager/designee may issue a replacement item. Further, the County will provide employees with all required safety equipment. The list of required uniform items and required safety equipment will be provided to the Union by the Department of Development and Environmental Services and updated when changes are made.

Section 8. Probationary Period. All newly hired and promoted employees must serve a probationary period of six (6) months unless extended by the department director. The parties

recognize that the probationary period is an extension of the hiring process.

ARTICLE 13: GRIEVANCE PROCEDURES

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

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

Section 3. Definition.

Grievance - An issue raised by a party relating to the interpretation of their rights, benefits, or conditions of employment as written in this Agreement.

Section 4. Procedure.

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

The grievance must:

(a) fully describe the alleged violation and how the employee was adversely affected;

(b) set forth the section(s) of the Agreement which have been allegedly violated; and

(c) specify the remedy or solution being sought by the employee filing the grievance.

The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within three (3) working days. If a grievance is not pursued to the next level within three (3) working days, it shall be presumed resolved.

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

five (5) working days, it shall be presumed resolved.

Step 3 - Department Director: If, after thorough evaluation, the decision of the division manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the department director. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the department director. The director may interview the employee and/or the employee's representative and receive any additional related evidence which the director may deem pertinent to the grievance. The director shall make a written decision available within ten (10) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved. In the event an employee receives a reprimand and the matter is not resolved at Step 3, the Union shall have the option of dropping the grievance, in which case it shall be deemed resolved, or it may proceed directly to arbitration.

Section 5. Arbitration.

A. Either the County or the Union may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes arbitrated. The parties shall then 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 seven (7) arbitrators furnished by FMCS. By mutual agreement the parties may utilize PERC or AAA. 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 one (1) name remains. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

B. 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.

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

D. 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 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

Section 6. Mediation.

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

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

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

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

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

Section 8. Just Cause/Progressive Discipline. No regular employee may be disciplined except for just cause. Warnings and counselings whether given orally or in writing are not considered discipline. Discipline is defined as a written reprimand, suspension, demotion, reduction or withholding of a pay increase, involuntary transfer, and termination. In addition, the County will employ the concept of progressive discipline. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately, and the department director or designee shall convene the meeting within ten (10) working days of the date the employee is accused of the violation or is relieved of duty.

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

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

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

ARTICLE 14: 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 official Union material.

ARTICLE 15: 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 decree of a court of competent

jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS

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 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

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 Article will be subject to the following action or penalties:

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

ARTICLE 17: REDUCTION IN FORCE

Section 1. Regular and probationary employees covered by this Agreement who are laid off as a result of a reduction in force shall be laid off according to seniority within the bargaining unit and classification, with the employee with the least time being the first laid off. In the event there are two or more employees eligible for layoff within the bargaining unit with the same seniority, the division manager will determine the order of layoff based on employee performance, provided: No regular or

probationary employee shall be laid off while there are term-limited temporary or provisional employees serving in a position for which the regular or probationary employee is eligible and available.

Section 2. In lieu of layoff, a regular or probationary employee may request, and shall be granted, demotion to a position in a lower classification within the bargaining unit, thereby filling the position (i.e., bumping) held by the employee with the least seniority in the lower classification; provided that the employee requesting demotion (i.e., exercising their right to bump) has more seniority in the bargaining unit than the employee who is being bumped.

Section 3. Employees who are not performing in a satisfactory manner at the time of layoff and who have been notified via the regularly scheduled department evaluation of such unsatisfactory service prior to the announcement of a layoff, will lose the benefit of their seniority for layoff purposes, i.e., unsatisfactory employees will drop to the bottom of the seniority list regardless of their length of service. Evidence of unsatisfactory service will be an overall rating of less than satisfactory on the most recent regularly scheduled departmental evaluation whether justified by grade or comment.

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

ARTICLE 18: WAIVER CLAUSE

A. Waivers. 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 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not referred to or covered in this Agreement.

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

parties.

ARTICLE 19: TRANSFERS

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

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

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

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

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

Section 3. Involuntary Transfer. When an employee is transferred or reassigned involuntarily and such transfer or reassignment produces significant hardship on the employee or the employee's family due to excess travel time, expense, or other factors, the division will give full consideration to these factors and respond to viable alternatives proposed by the employee or the Union with written justification for the transfer.

ARTICLE 20: DURATION

This Agreement and each of its provisions shall become effective upon ratification and final consummation by all formal requisite means by the Metropolitan King County Council and shall be effective from January 1, 2011 through December 31, 2014.

Contract negotiations for 2015 may be initiated by either party providing to the other written notice of its intention to do so not less than 30 days prior to June 1, 2014.

APPROVED this 31 day of AUGUST, 2011.

By: Dow Constantine

King County Executive

FOR PUBLIC SAFETY EMPLOYEES UNION:

8/1/11

Dustin Frederick
Business Manager

MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND
PUBLIC SAFETY EMPLOYEES UNION
(Fire Marshal's Office)

Subject: Bargaining Unit Seniority

The parties have concluded their negotiations regarding the terms and conditions of the Collective Bargaining Agreement and its application to the issue of bargaining unit seniority.

1. The parties have reviewed the Collective Bargaining Agreement and are in agreement that there is no provision on the contract that restores bargaining unit seniority to an employee who has a break in service due to voluntary resignation.

2. Furthermore, for purposes of determining the order of layoff in a reduction-in-force, an employee who is rehired or reinstated after a break in service due to a voluntary resignation would accrue bargaining unit seniority only from his/her most recent date-of-hire or reinstatement.

3. The parties agree that this is a clarification of the existing Collective Bargaining Agreement provisions regarding this issue and does not constitute a modification or amendment to the contract.

4. This agreement is effective for the term of the 2011-2014 Collective Bargaining Agreement.

APPROVED this 31 day of AUGUST, 2011.

By: Dow Constantine
King County Executive

For Public Safety Employees Union:

8/1/11
Dustin Frederick
Business Manager

cba Code: 210

Union Code(s): 0519D
H3

ADDENDUM A
Public Safety Employees Union
Fire Marshal - Department of Development & Environmental Services
WAGE ADDENDUM

Job Class Code	PeopleSoft Job Code	MSA Job Code	Classification Title	Step 1 Start	Step 2 after 6 months	Step 3 after 18 months	Step 4 after 30 months	Step 5 after 42 months	Step 6 after 54 months
5301100	533702	8015	Fire Marshall Deputy I	Range 54, Step 1	Range 54, Step 2	Range 54, Step 4	Range 54, Step 6	Range 54, Step 8	Range 54, Step 10
5301200	533802	8016	Fire Marshall Deputy II	Range 59, Step 1	Range 59, Step 2	Range 59, Step 4	Range 59, Step 6	Range 59, Step 8	Range 59, Step 10
5301300	533902	8017	Fire Marshall Deputy III	Range 62, Step 1	Range 62, Step 2	Range 62, Step 4	Range 62, Step 6	Range 62, Step 8	Range 62, Step 10
5317200	533201	8463	Assistant Fire Marshal	Range 64, Step 1	Range 64, Step 2	Range 64, Step 4	Range 64, Step 6	Range 64, Step 8	Range 64, Step 10

For rates, refer to the King County Squared Salary Table

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PUBLIC SAFETY EMPLOYEES UNION
ADDRESSING THE 2011 BUDGET CRISIS

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

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

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

WHEREAS, the employees represented by Public Safety Employees Union - Fire Marshal - Department of Development and Environmental Services

cba Code	Union	Contract
210	PSEU	Fire Marshal - Department of Development and Environmental Services

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

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

NOW THEREFORE, King County and Public Safety Employees Union agree as follows.

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

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

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>

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

C. <u>2014 COLA</u>

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

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

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

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

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

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

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

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

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

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

For Public Safety Employees Union:

11/4/10
Date

For King County:

P. Cole-Tindall

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

11-5-10
Date