



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Law and Justice Committee

Councilmembers: *Larry Gossett, Chair; Kathy Lambert, Vice-Chair
Claudia Balducci, Rod Dembowski, Reagan Dunn, Jeanne Kohl-Welles*

Staff: *Clif Curry, Lead Staff (206-477-0877)
Marka Steadman, Committee Assistant (206-477-0887)*

1:30 PM

Tuesday, September 13, 2016

Room 1001

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. Call to Order

2. Roll Call

3. Approval of Minutes

[August 30, 2016 meeting pp. 3-6](#)

To show a PDF of the written materials for an agenda item, click on the agenda item below.

4. Public Comment

Discussion and Possible Action

5. [Proposed Ordinance No. 2016-0407 pp. 7-38](#)

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only)) representing employees in the King County superior court; and establishing the effective date of said agreement.

Sponsors: Mr. Gossett

Nick Wagner, Council staff



Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).

TDD Number 206-1024.

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



6. [Proposed Ordinance No. 2016-0408](#) pp. 39-102

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Washington State Council of County and City Employees, Council 2, Local 21AD (Department of Adult and Juvenile Detention) representing employees in the department of adult and juvenile detention; and establishing the effective date of said agreement.

Sponsors: Mr. Gossett

Nick Wagner, Council staff

7. [Proposed Motion No. 2016-0394](#) pp. 103-132

A MOTION approving the King County Emergency Management Accreditation Program Progress Report in response to the 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 23, as amended by Ordinance 18239, Section 8, Proviso P1.

Sponsors: Ms. Lambert

Contingent upon referral to the Law and Justice Committee

Lise Kaye, Council staff

Briefing

8. [Briefing No. 2016-B0176](#) pp. 133-147

Puget Sound Emergency Radio Network - Third Quarter Update

Hiedi Popochock, Council staff

Other Business

Adjournment



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes

Law and Justice Committee

*Councilmembers: Larry Gossett, Chair; Kathy Lambert,
Vice-Chair
Claudia Balducci, Rod Dembowski, Reagan Dunn, Jeanne
Kohl-Welles*

*Staff: Clif Curry, Lead Staff (206-477-0877)
Marka Steadman, Committee Assistant (206-477-0887)*

1:30 PM

Tuesday, August 30, 2016

Room 1001

DRAFT MINUTES

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

Chair Gossett called the meeting to order at 1:42 p.m.

2. **Roll Call**

Present: 5 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett and Ms. Kohl-Welles

Excused: 1 - Ms. Lambert

3. **Public Comment**

The following individuals provided public comments:

*Pearl Richard
Michael Fuller*

4. **Approval of Minutes**

Councilmember Kohl-Welles moved approval of the August 23, 2016, meeting minutes. There being no objections, the minutes were approved.

Discussion and Possible Action

5. Proposed Motion No. 2016-0331

A MOTION confirming the executive's appointment of Elizabeth Campbell, who resides in council district four, to the King County office of law enforcement oversight citizens committee on independent oversight, as an at-large representative.

Renita Borders, Council staff, briefed the Committee and introduced the appointees. Deborah Jacobs, Director, Office of Law Enforcement Oversight, provided opening comments. Elizabeth Campbell, Abel Pacheco and Tamika Moss answered questions from the members.

A motion was made by Council Member Kohl-Welles that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett and Ms. Kohl-Welles

Excused: 1 - Ms. Lambert

6. Proposed Motion No. 2016-0332

A MOTION confirming the executive's appointment of Abel Pacheco, who resides in council district two, to the King County office of law enforcement oversight citizens committee on independent oversight, as an at-large representative.

Renita Borders, Council staff, briefed the Committee and introduced the appointees. Deborah Jacobs, Director, Office of Law Enforcement Oversight, provided opening comments. Elizabeth Campbell, Abel Pacheco and Tamika Moss answered questions from the members.

A motion was made by Council Member Kohl-Welles that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett and Ms. Kohl-Welles

Excused: 1 - Ms. Lambert

7. Proposed Motion No. 2016-0333

A MOTION confirming the executive's appointment of Tamika Moss, who resides in council district two, to the King County office of law enforcement oversight citizens committee on independent oversight, representing unincorporated King County.

Renita Borders, Council staff, briefed the Committee and introduced the appointees. Deborah Jacobs, Director, Office of Law Enforcement Oversight, provided opening comments. Elizabeth Campbell, Abel Pacheco and Tamika Moss answered questions from the members.

A motion was made by Council Member Kohl-Welles that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett and Ms. Kohl-Welles

Excused: 1 - Ms. Lambert

Briefing

8. Briefing No. 2016-B0172

Juvenile Justice Equity Steering Committee Update

Clifton Curry, Council staff, briefed the Committee and introduced the panel members. Dominique Davis, Program Coordinator-180 Program, Juvenile Justice Equity Steering Committee Member; Kendrick Glover, Glover Empower Mentoring, Juvenile Justice Equity Steering Committee Member; Louis Guiden, Guiden4Life, Juvenile Justice Equity Steering Committee Member; and Marcus Stubblefield, Systems Integration Coordinator; Office of Performance, Strategy and Budget; addressed the Committee and answered questions from the members.

This matter was Presented

Discussion and Possible Action

9. Proposed Motion No. 2016-0432

A MOTION accepting a progress report and a final report related to the referral of untested sexual assault kits in the possession of the sheriff's office.

Greg Doss, Council staff, briefed the Committee. Chris Barringer, Chief of Staff, King County Sheriff's Office, addressed the Committee and answered questions from the members.

This matter was Recommended Do Pass

Yes: 5 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Mr. Gossett and Ms. Kohl-Welles

Excused: 1 - Ms. Lambert

Other Business

There was no further business to come before the Committee.

Adjournment

The meeting was adjourned at 3:40 p.m.

Approved this _____ day of _____.

Clerk's Signature

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**King County
Metropolitan King County Council
Law and Justice Committee**

STAFF REPORT

Agenda Item:	5	Date:	September 13, 2016
Proposed No.:	2016-0407	Name:	Nick Wagner

SUBJECT

Approval of a collective bargaining agreement with the Washington State Council of County and City Employees, Council 2, Local 2084SC-S, covering compensation and benefits for employees in King County Superior Court.¹

SUMMARY

Proposed Ordinance 2016-0407 (Att. 1) would approve a collective bargaining (CBA) (Att. 1-A) with the Washington State Council of County and City Employees, Council 2, Local 2084SC-S, covering about 12 employees in King County Superior Court. As described in the Executive’s transmittal letter (Att. 3), these employees supervise the employees who are in professional, technical, and administrative positions in Superior Court’s Juvenile Court Services Division. Most oversee juvenile probation counselors, who assess, supervise, and counsel clients who are involved in the juvenile justice system. The bargaining unit members’ classifications are listed in the Wage Addendum to the CBA (Att. 1-A, following p. 20).

The new CBA is a two-year rollover, or continuation, of the current CBA, as modified by the County’s 2014 memorandum of agreement with the King County Coalition of Unions (“the 2014 Coalition MOA”), which the Council approved in November 2014 by Ordinance 17916 and which provided for cost-of-living adjustments (COLAs) of 2.00% for 2015 and 2.25% for 2016. The new CBA covers the calendar years 2015 and 2016.

BACKGROUND

This bargaining unit’s previous CBA expired at the end of December 2014, but its terms continued in effect pursuant to RCW 41.56.123(1),² except for the COLAs provided for in the 2014 Coalition MOA.

¹ Working conditions for these employees (other than compensation and benefits) are negotiated by the Superior Court, not by the County Executive, and are not subject to review and approval by the Council.

² RCW 41.56.123(1) provides: “After the termination date of a collective bargaining agreement, all of the terms and conditions specified in the collective bargaining agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement. Thereafter, the employer may unilaterally implement according to law.”

ANALYSIS

The only substantial changes in the proposed new CBA are the COLAs provided for in the 2014 Coalition MOA (2.00% for 2015, 2.25% for 2016) and the new effective dates (covering the 2015 and 2016 calendar years).

FISCAL IMPACT

The fiscal impact described in the Fiscal Note (Att. 4) is attributable entirely to the 2014 Coalition MOA, not to the proposed new CBA.

INVITED

Robert Railton, Interim Labor Relations Manager, King County Office of Labor Relations
Mary Louis, Staff Representative, Washington State Council of County and City
Employees, Council 2

ATTACHMENTS

1. Proposed Ordinance 2016-0407
Att. A (Collective Bargaining Agreement)
2. Checklist and Summary of Changes (prepared by executive staff)
3. Transmittal Letter
4. Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 22, 2016

Ordinance

Proposed No. 2016-0407.1

Sponsors Gossett

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Washington State Council of County and City
4 Employees, Council 2, Local 2084SC-S (Superior Court -
5 Supervisors (Wages Only)) representing employees in the
6 King County superior court; and establishing the effective
7 date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Washington State Council of County and City Employees, Council 2,
11 Local 2084SC-S (Superior Court - Supervisors (Wages Only)) representing employees in
12 the King County superior court, which is Attachment A to this ordinance, is hereby
13 approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2015, through and including December 31, 2016.

16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Washington State Council of County and City Employees Local 2084SC-S (Superior Court Supervisors)

AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084SC-S (Superior Court Supervisors)

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ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1

ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT.....2

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY..... 3

ARTICLE 5: WAGES 3

ARTICLE 6: MEDICAL, DENTAL AND LIFE PLAN 6

ARTICLE 7: HOLIDAYS 7

ARTICLE 8: VACATIONS 9

ARTICLE 9: SICK LEAVE 11

ARTICLE 10: GENERAL LEAVES..... 15

ARTICLE 11: GRIEVANCE PROCEDURE..... 16

ARTICLE 12: SAVINGS CLAUSE..... 19

ARTICLE 13: DURATION..... 20

WAGE ADDENDUM

1 by this Agreement who are members of the Union in good standing on the effective date of this
2 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition
3 of employment that all employees covered by this Agreement and hired or assigned into the
4 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
5 employment, become and remain members in good standing in the Union or pay an agency fee.

6 **2.3. Exemption** - Nothing contained in Section 2.2 shall require an employee to join the
7 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in
8 which case the employee shall pay an amount of money equivalent to the regular union dues and
9 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
10 the employee affected and the bargaining representative to which the employee would otherwise pay
11 the dues and initiation fee. The employee shall furnish written proof that such payments have been
12 made.

13 **2.4. Dues Deduction** - Upon receipt of written authorization individually signed by an
14 employee, the County shall have deducted from the pay of such employee the amount of dues as
15 certified by the Union and shall transmit the same to its business manager.

16 **2.5. Indemnification** - The Union will indemnify, defend and hold the County harmless
17 against any claims made and against any suit instituted against the County on account of action taken
18 or not taken by the County relative to any check-off of dues for the Union. The Union agrees to
19 refund to the County any amounts paid to it in error on account of the check-off provision upon
20 presentation or proper evidence thereof.

21 **ARTICLE 3: RIGHTS OF MANAGEMENT AND COMPLETE AGREEMENT**

22 **3.1. Rights of the Court** - The management of the Court and the direction of the work force
23 is vested exclusively in the Court.

24 **3.2. Rights of the County** - The County has the right to determine and establish wages and
25 wage-related matters, such as wage rates for classifications and employees, the kinds and levels of
26 paid leaves and insured benefits, and how and when employees are compensated. All of the rights,
27 functions, powers and authority of the County not specifically abridged, delegated or modified by the
28 Agreement are recognized by the Union as being retained by the County.

1 **3.2.1. Bi-weekly pay** - King County has the right to make changes to the payroll
2 system, including, but not limited to, the right to implement a bi-weekly payroll system and the
3 conversion of wages and leave accrual to an hourly rate.

4 **3.3. Waiver and Complete Agreement** - The parties acknowledge that during the
5 negotiations resulting in this Agreement each had the unlimited right and opportunity to make
6 demands and proposals with respect to wages and wage-related matters and the agreements arrived at
7 by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights
8 and duties of both parties are specifically expressed in this Agreement and such expression is
9 included herein. This Agreement constitutes the entire agreement between the parties and concludes
10 collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend
11 or supplement this Agreement at any time, and except for negotiations over a successor collective
12 bargaining agreement.

13 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

14 The County or the Union shall not unlawfully discriminate against any employee with respect
15 to compensation, terms, conditions, or privileges of employment as contained in this Agreement
16 because of race, color, creed, religion, sexual orientation, marital status, national origin, age, sex, or
17 any sensory, mental or physical disability.

18 **ARTICLE 5: WAGES**

19 **5.1. Pay Ranges** - Salary and wage rates for each classification are set forth in the Wage
20 Addendum.

21 **5.2. Step Increases**

22 A. Upon successful completion of a six (6) month probationary period, regular
23 employees working a full-time schedule shall advance to the next step in his/her classification wage
24 range. If the probationary period is for one (1) year, the employee shall be advanced to the next step
25 upon satisfactory completion of the first six (6) months of employment. Regular employees working
26 a part-time schedule will receive step advances based on a pro-ration of the full-time schedule.

27 B. Annual step increases will be given after the first increase described in Section
28 5.2.A, if the employee's work performance and work habits are satisfactory; and until such time that

1 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
2 discretion of the manager/designee.

3 **5.3. COLA**

4 A. Effective January 1, 2015 the wage rates will be increased by a two percent (2%)
5 cost-of-living adjustment above the rates in effect in 2014.

6 B. Effective January 1, 2016 the wage rates will be increased by a two and one-quarter
7 percent (2.25%) cost-of-living adjustment above the wage rates in effect in 2015.

8 **5.4. Work Out-of-Classification** - Employees who work outside of their normal
9 classification for thirty (30) consecutive calendar days or longer will receive a five percent (5%)
10 increase or Step 1 of classification, whichever is greater.

11 **5.5. Mileage** - All employees who have been authorized to use their own transportation on
12 Court business shall be reimbursed at the IRS rate.

13 **5.6. Personal Property** - Employees whose personal property is damaged during the
14 performance of their duties shall have same repaired or replaced at County expense; provided, that
15 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
16 necessary to process claims covered under this Section will be initiated by the Court with due speed
17 upon receipt of the claim from the employee.

18 **5.7. Overtime** - Employees who are eligible for overtime, Screening Supervisor and
19 Administrative Specialist IV, shall be paid at an overtime rate of time and one-half (1-1/2) their
20 regular rate of pay for all hours worked in excess of forty (40) hours per week. The forty (40) hour
21 threshold for determining overtime eligibility is based on the accumulation of paid compensated
22 hours during the workweek.

23 **5.7.1. Overtime Screeners** - Screening Supervisors work eight (8) hours straight with
24 a paid cumulative 30 minute meal break and will receive overtime after working eight (8) hours in a
25 day and for all hours worked in excess of forty (40) hours per week. The forty (40) hours threshold
26 for determining overtime eligibility is based on the accumulation of paid compensated hours during
27 the workweek.

28 **5.8. Overtime for Temporary Employees** - Temporary employees who are eligible for

1 overtime shall be compensated at one and one-half times (1-1/2) the regular hourly rate of pay for all
2 hours worked in excess of forty (40) hours in a work-week. The forty (40) hour threshold for
3 determining overtime eligibility is based on the accumulation of regular hours paid. Temporary
4 employees are not eligible for compensatory time. The workweek is defined as Saturday through
5 Friday.

6 **5.9. Compensatory Time** - A regular employee who is eligible for overtime may request and
7 with the approval of the manager/designee may receive time off in lieu of overtime pay under the
8 same conditions provided in Section 5.7.

9 **5.10. Call-out** - A minimum of four (4) hours at the overtime rate shall be paid for each call-
10 out of an overtime eligible employee. Where such overtime exceeds four (4) hours, the actual hours
11 worked shall be compensated at the overtime rate. A call-out is defined as that circumstance when an
12 employee who is eligible for overtime, having completed the assigned shift and departed the
13 premises, is requested by the Court to return to work. The provisions of this Section shall not apply
14 to meeting and training sessions requiring a return to work.

15 **5.11. Mandatory Meetings/Training** - Employees who are eligible for overtime and who are
16 required by the County or the Court to attend meetings/training during their time off from work will
17 receive at least two hours of pay at the overtime rate. Should the meetings/training extend beyond
18 two (2) hours, employees will receive pay for the actual time attending the meetings/training paid at
19 the overtime rate.

20 **5.12. Management Leave** - Employees in the classifications listed under the wage addendum
21 are employed in a bona fide executive, administrative or professional capacity and are in turn exempt
22 from the overtime payments under the federal Fair Labor Standards Act (FLSA). The employees in
23 those classifications, except those employees in the classifications of Screening Supervisor and
24 Administrative Specialist IV who are eligible for overtime under this Agreement, shall be covered
25 under the Court's Administrative Guidelines for FLSA Exempt Employees and are expected to work
26 the hours necessary to satisfactorily perform their jobs.

27 **A.** Regular employees, except those in the classifications of Screening Supervisor and
28 Administrative Specialist IV, shall be eligible for management leave. Management leave shall be

1 granted in addition to earned annual leave for those regular employees who are not eligible for
2 overtime. The granting of up to ten (10) days of leave shall be based on the regular employee's
3 overall rating on their annual performance appraisal.

- 4 1. Outstanding - 10 days;
- 5 2. Exceeds Expectations - 7 days;
- 6 3. Fully Successful - 5 days;
- 7 4. Needs Improvement - 0 days;
- 8 5. Unacceptable - 0 days.

9 B. Management leave shall be effective at the beginning of the calendar year
10 following the performance appraisal and must be used in the calendar year for which it is given.
11 Management Leave cannot be carried over to another year or cashed out.

12 5.13. **New Classifications** - The County and Union will review and attempt to reach a mutual
13 agreement in determination of the salary range for any newly created or reclassified positions in the
14 bargaining unit.

15 **ARTICLE 6: MEDICAL, DENTAL AND LIFE PLAN**

16 The County will provide medical, dental, life, disability, and vision benefits for regular, term-
17 limited temporary and probationary employees and their eligible dependents as determined by the
18 Joint Labor Management Insurance Committee or its successor.

1 **ARTICLE 7: HOLIDAYS**

2 **7.1. Celebrated Holidays** - All regular, term-limited temporary and probationary employees
3 who work a full-time schedule shall be granted the following holidays with pay:

4

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	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	Day Following Thanksgiving
Christmas Day	December 25th

16

17 and any day as declared by the president or governor and as approved by the Council.

18 A. Whenever a holiday falls upon a Saturday it shall be observed on the preceding
19 Friday and when a holiday falls on a Sunday it shall be observed on the following Monday.

20 B. Employees working multiple shifts will observe holidays only on the dates and
21 days specified under Section 7.1., "Date Celebrated."

22 C. Holidays paid for but not worked shall be recognized as time worked for the
23 purpose of determining weekly overtime.

24 **7.2. Personal Holidays** - Employees eligible for holidays shall receive two (2) personal
25 holidays to be administered through the vacation plan. One personal holiday shall be added to the
26 vacation leave bank in the pay-period that includes the first day of October and one personal holiday
27 will be added in the pay-period that includes the first day of November of each year. These days may
28 be used in the same manner as any vacation day earned.

1 **7.3. Part-time Scheduled Employees** - Employees eligible for holidays who work a part-
2 time schedule receive paid holidays prorated based on their workday schedule.

3 **7.4. Holiday Compensation**

4 A. Full-time employees who are eligible for overtime and holiday pay shall receive
5 time and one-half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section
6 7.1. above. This holiday compensation for hours actually worked on a holiday shall be in addition to
7 the eight (8) straight time hours of holiday pay. When a holiday falls on a day, other than a Saturday
8 or Sunday, that an employee is not scheduled to work he/she shall either receive an additional day's
9 pay or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days
10 in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.

11 B. Part-time employees who are eligible for overtime and holiday pay and work on a
12 holiday shall be paid time and one-half (1-1/2) the regular rate of pay for the actual hours worked. In
13 addition, the employees shall receive holiday pay for holidays which fall on regularly scheduled
14 working days and the holiday pay shall be pro-rated based on the employees regularly scheduled
15 working hours. Employees will not be compensated for holidays falling on days which they are not
16 regularly scheduled to work.

1 **ARTICLE 8: VACATIONS**

2 **8.1. Vacation Schedule** - Regular, term-limited temporary and probationary employees who
3 work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described in
4 the following table:

5

Full Years of Service	Equivalent/ Pro-Rated days (7.2 hours/day)
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

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24 **8.2. Part-time Schedule** - Employees eligible for vacation leave who work a part-time
25 schedule shall accrue vacation leave in accordance with the leave schedule set forth in Sections 8.1.
26 depending on the date of hire; provided, however, such accrual rates shall be prorated to reflect
27 his/her normally scheduled workweek.

28 **8.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

1 Employees may accrue vacation leave each pay period which may not be used until earned.

2 **8.4.** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation
3 leave until they have successfully completed their first six (6) months of service in a paid leave
4 eligible position. This does not apply when using accrued vacation leave for a qualifying event under
5 the Washington Family Care Act. Employees leaving employment prior to successfully completing
6 their first six (6) months of service shall forfeit and not be paid for accrued vacation leave.

7 **8.5.** Employees eligible for vacation leave shall be paid for accrued vacation leave to their
8 date of separation up to the maximum accrual amount if they have successfully completed their first
9 six (6) months of service in a paid leave eligible position. Payment shall be the accrued vacation
10 leave multiplied by the employee's rate of pay in effect upon the date of leaving employment less
11 mandatory withholdings.

12 **8.6.** Employees eligible for vacation leave may accrue up to sixty (60) days vacation
13 calculated/adjusted to reflect the normal biweekly schedule not to exceed four hundred thirty-two
14 (432) hours. Employees must use vacation leave in excess of the maximum accrual amount on or
15 before the last day of the pay period that includes December 31 of each year. Failure to use vacation
16 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
17 maximum amount unless the director/designee has approved a carryover of such vacation leave
18 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
19 the Court.

20 **8.7.** In cases of separation from employment by death of an employee with accrued vacation
21 leave and who has successfully completed his/her first six (6) months of service in a paid leave
22 eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made
23 to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

24 **8.8.** If a regular employee eligible for vacation leave resigns or is laid off and subsequently
25 returns to regular employment within two (2) years from such resignation or layoff, as applicable, the
26 employee's prior service shall be counted in determining the vacation leave accrual rate under
27 Sections 8.1. as applicable.

28 **8.9.** Employees eligible for overtime may use vacation leave in quarter (1/4) hour increments

1 at the discretion of the manager/director.

2 **8.10.** Employees who are in a probationary period as a result of promotion shall be entitled to
3 use accrued vacation time while they are in a probationary status in their new position subject to the
4 approval of the manager/director.

5 **8.11.** The Court is responsible for the proper administration of the vacation leave benefit.

6 **ARTICLE 9: SICK LEAVE**

7 **9.1.** Regular, term-limited temporary and probationary employees shall accrue sick leave
8 benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime up to a
9 maximum of eight (8) hours per month. Employees shall accrue sick leave from their date of hire in a
10 leave eligible position. The employee is not entitled to sick leave if not previously earned.

11 **9.2.** During the first six (6) months of service in a paid leave eligible position, employees
12 eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of vacation
13 leave as an extension of sick leave. This does not apply when using accrued vacation leave for a
14 qualifying event under the Washington Family Care Act. If an employee does not work a full six (6)
15 months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

16 **9.3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
17 employee. Employees eligible for overtime may use sick leave in quarter (1/4) hour increments.

18 **9.4.** The Court is responsible for the proper administration of the sick leave benefit.

19 **9.5.** Separation from or termination of employment except by reason of retirement or layoff
20 due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as
21 of the date of separation or termination. Should a regular employee resign or be laid off and return to
22 regular employment within two (2) years, accrued sick leave shall be restored.

23 **9.6.** Employees eligible to accrue sick leave and who have successfully completed at least
24 five (5) years of benefit eligible service and who retire as a result of length of service or who
25 terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11,
26 as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
27 multiplied by the employee's rate of pay in effect upon the date of leaving employment less
28 mandatory withholdings.

1 **9.7. Leave Without Pay** - An employee must use all of his/her sick leave before taking any
2 unpaid leave for his/her own health reasons. An employee who has exhausted all of his/her sick leave
3 may use accrued vacation leave as sick leave before going on a leave of absence without pay. If the
4 injury is compensable under the County's workers compensation program, then the employee has the
5 option to augment or not augment time loss payments with the use of accrued sick leave.

6 **9.8.** Accrued sick leave will be used for the following reasons:

7 **A.** The employee's bona fide illness; provided, that an employee who suffers an
8 occupational illness may not simultaneously collect sick leave and worker's compensation payments
9 in a total amount greater than the net regular pay of the employee;

10 **B.** The employee's incapacitating injury, provided that:

11 **1.** An employee injured on the job may not simultaneously collect sick leave
12 and worker's compensation payments in a total amount greater than the net regular pay of the
13 employee; though an employee who chooses not to augment his/her worker's compensation time loss
14 pay through the use of sick leave will be deemed on unpaid leave status;

15 **2.** An employee who chooses to augment workers compensation payments
16 with the use of accrued sick leave will notify the workers compensation office in writing at the
17 beginning of the leave;

18 **3.** An employee may not collect sick leave and worker's compensation time
19 loss payments for physical incapacity due to any injury or occupational illness which is directly
20 traceable to employment other than with the County.

21 **C.** Exposure to contagious diseases and resulting quarantine.

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

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

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

28 **G.** To care for other family members, if:

1 1. The employee has been employed for twelve (12) months or more and has
2 worked a minimum of nine hundred and thirty-six (936) hours in the preceding twelve (12) months,

3 2. The family member is the employee's spouse or domestic partner, the
4 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
5 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
6 employee, the employee's spouse or domestic partner; and,

7 3. The reason for the leave is one of the following:

8 a. The birth of a son or daughter and care of the newborn child, or
9 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
10 within twelve (12) months of the birth, adoption or placement;

11 b. The care of the employee's child or child of the employee's spouse
12 or domestic partner whose illness or health condition requires treatment or supervision by the
13 employee; or

14 c. Care of a family member who suffers from a serious health
15 condition.

16 **H.** Leave eligible employees who do not qualify for use of sick leave as provided
17 under Section 9.8.G can use sick leave in the maximum amount of three (3) days per calendar year
18 when an employee is required to care for an immediate family member who suffers from a serious
19 health condition, unless otherwise required by law.

20 **9.9. Medical and Family Leave** - An employee may take a total of up to eighteen (18)
21 workweeks of unpaid leave for his/her own serious health condition, and for family reasons as
22 provided in Sections 9.8.F and 9.8.G combined, within a twelve (12) month period. The leave may
23 be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial
24 days as needed. Intermittent leave is subject to the following conditions:

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

28 **B. Reduced Schedules** - An employee may take leave intermittently or on a reduced

1 schedule when medically necessary due to a serious health condition of the employee or family
2 member of the employee; and

3 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
4 reduced leave schedule under Section 9.9.B that is foreseeable based on planned medical treatment,
5 the manager/designee may require the employee to transfer temporarily to an available alternative
6 position for which the employee is qualified and that has equivalent pay and benefits and that better
7 accommodates recurring periods of leave than the regular position of the employee.

8 **9.9.1. Concurrent Time** - Use of donated leave will run concurrently with the
9 eighteen (18) workweek family medical leave entitlement.

10 **9.9.2. Insurance Premiums** - The County will continue its contribution toward health
11 care during any unpaid leave taken under Section 9.9.

12 **9.9.3. Return to Work from Unpaid Leave** - An employee who returns from unpaid
13 family or medical leave within the time provided in this Article is entitled, subject to layoff
14 provisions, to:

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

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

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

19 **9.9.4. Failure to Return to Work** - Failure to return to work by the expiration date of
20 the leave of absence may be cause for removal and result in termination of the employee.

21 **9.10. Provider Certification** - Verification from a licensed health care provider may be
22 reasonably required to substantiate the health condition of the employee or family member for leave
23 requests.

24 **9.11. Definition of Child** - For purposes of this Article, a child means a biological, adopted
25 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
26 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
27 of self care because of mental or physical disability.

28 **9.12.** Sick leave may only be used for absences from a regular normal work schedule.

1 **9.13.** Employees who are in a probationary status shall not be denied the valid use of accrued
2 sick leave.

3 **9.14. Family Care Leave** - For a qualifying event, employees may use available paid leave,
4 including accrued vacation and sick leave, to care for a family member in accordance with the
5 Washington Family Care Act. In all other cases of family care where no sick leave benefit exists, the
6 employee may request vacation leave or may be granted leave without pay.

7 **ARTICLE 10: GENERAL LEAVES**

8 **10.1. Donation of Leaves** - An employee eligible for paid leaves may donate a portion of
9 his/her accrued leaves to a leave accrual eligible employee. Court employees may transfer up to
10 thirty-five (35) vacation and thirty-five (35) sick leave hours in a calendar year to another Court
11 employee under the following conditions:

12 **A. Vacation Leave Hours** - Both the donor and the donee must have completed one
13 (1) year of service as a regular employee, the donation must be used within ninety (90) days, and
14 donated hours that are not used within ninety (90) days will revert to the donor. The transfer must be
15 approved by the Chief Administrative Officer. The donor may not receive any compensation for such
16 donation.

17 **B. Sick Leave Hours** - The donor's sick leave balance must equal one-hundred (100)
18 hours or more after the deduction of the donation and the donee must have at least six months of
19 service. The transfer must have the approval of the Chief Administrative Officer. The donor may not
20 receive any compensation for such donation. Donated sick leave must be used within ninety (90)
21 calendar days of the date of the donation. Donated hours that are not used within ninety (90) days
22 will revert to the donating employee. Donated sick leave is excluded from sick leave payoff
23 provisions.

24 **10.1.1.** Donated vacation and sick leave hours will be converted to dollar value based
25 on the donating employee's regular hourly rate at the time of the donation. This amount will then be
26 divided by the receiving employee's salary to determine the actual number of hours received. Unused
27 donated annual leave and sick leave will be reconverted based on the donating employee's regular
28 hourly rate at the time of the reversion.

1 **10.2. Organ Donor Leave** - The manager/designee shall allow employees eligible for paid
2 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
3 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days
4 paid leave, which shall not be charged to sick or vacation leaves.

5 **10.3. Bereavement Leave**

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

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

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

14 D. For the purposes of this Section, a member of the immediate family will be as
15 defined in Section 8.10 of the King County Superior Court Administrative Guidelines for Personnel
16 Management, adopted March 2013.

17 **10.4. Leave - Examinations** - Employees eligible for paid leaves shall be entitled to
18 necessary time off with pay for the purpose of participating in County or Court qualifying or
19 promotional examinations. This shall include time required to complete any required interviews.

20 **10.5. Jury Duty** - Employees eligible for paid leaves who are ordered on a jury shall be
21 entitled to their regular pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
22 with the County.

23 **10.6. School Volunteer** - Employees eligible for paid leaves shall be allowed the use of up to
24 three (3) days of sick leave each year to allow employees to perform volunteer services at the school
25 attended by the employee's child.

26 **ARTICLE 11: GRIEVANCE PROCEDURE**

27 **11.1.** The County and the Union recognize the importance and desirability of settling
28 grievances promptly and fairly in the interest of good employee relations and morale and to this end

1 the following procedure is outlined. Employees will be unimpeded and free from restraint,
2 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

3 **11.2. Grievance Definition** - An issue raised by an employee, the Union or the Local
4 alleging a violation of the terms of this agreement.

5 **11.3.** A grievance must be presented within ten (10) working days after the occurrence or
6 knowledge of the occurrence of the incident that gave rise to such grievance. Employees have the
7 right to union representation at all levels of the grievance process.

8 **11.4. Grievance Procedure**

9 **A. Step 1.** A grievance relating to wages or wage-related matters shall be presented
10 in writing to the appropriate Court director/designee. The Court director/designee shall meet with the
11 employee and the Union representative to gain all relevant facts and shall attempt to resolve the
12 matter and notify the Union and the County within twenty (20) working days following receipt of the
13 grievance.

14 **B. Step 2.** If the decision of the Court director/designee has not resolved the
15 grievance, the grievance may be presented in writing to the King County Labor Negotiator/designee
16 within fifteen (15) working days following the Step 1 response. The Labor Negotiator/designee shall
17 meet with the employee and Union representative to gain all relevant facts and shall attempt to settle
18 the dispute. The Labor Negotiator/designee will notify the employee and the Union in writing within
19 fifteen (15) working days following the meeting of his/her decision.

20 **11.5. Arbitration** - Failing resolution at Step 2 of the grievance process, the Union may
21 request arbitration within thirty (30) calendar days of the conclusion of Step 2 specifying the exact
22 question which it wishes to arbitrate. The County and Union shall select a third disinterested party to
23 serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, an arbitrator
24 will be selected from a list supplied by PERC or FMCS, whichever source is mutually acceptable.
25 The arbitrator will be selected from the list by both the County and the Union representatives. The
26 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a
27 decision as soon as possible after the case is heard. The arbitrator shall be final and binding on both
28 parties.

1 appropriate times, irrespective of this process.

2 7. Offers to settle and aspects of settlement discussions will not be used as
3 evidence or referred to if the grievance is not resolved by this process.

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

6 11.7. Time limits set forth in this Article may be extended by mutual agreement in writing.

7 11.8. Grievances shall be heard during normal working hours unless stipulated otherwise by
8 the parties.

9 11.9. For purposes of this Article, working days shall be defined as Monday through Friday,
10 excluding holidays.

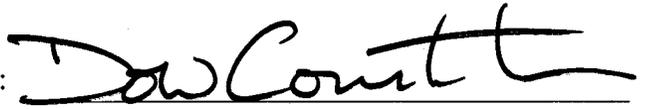
11 **ARTICLE 12: SAVINGS CLAUSE**

12 Should any part hereof or any provision herein contained be rendered or declared invalid by
13 reasons of any existing or subsequently enacted legislation or by any decree of a court of competent
14 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
15 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within
16 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or
17 provisions shall remain in full force and effect.

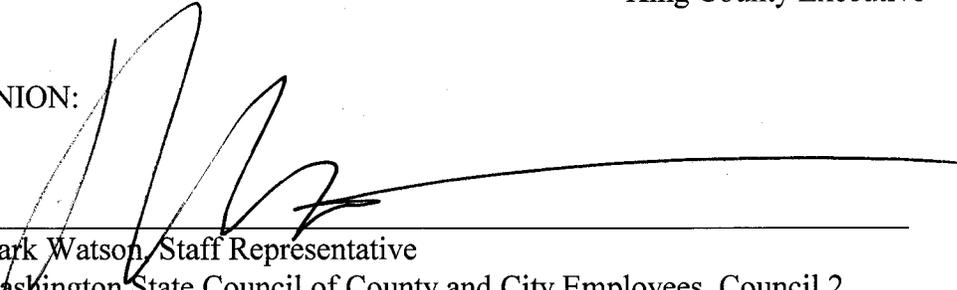
1 **ARTICLE 13: DURATION**

2 This Agreement shall become effective January 1, 2015 or upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council, whichever shall be
4 sooner, and shall remain in effect until December 31, 2016 (inclusive).

7 APPROVED this 11 day of AUGUST, ~~2015~~ ²⁰¹⁶

9 By: 
10 King County Executive

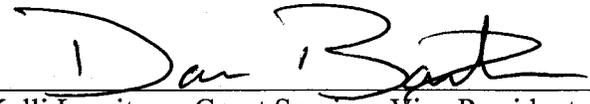
12 UNION:

13 
14 Mark Watson, Staff Representative
15 Washington State Council of County and City Employees, Council 2

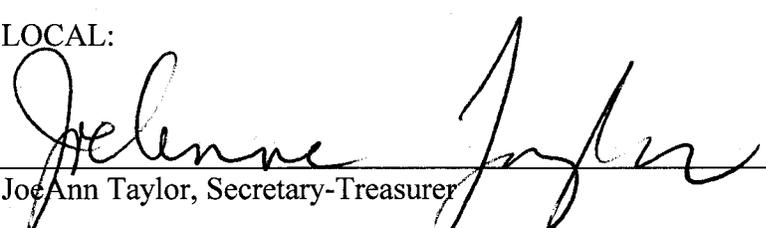
17 LOCAL:

18 
19 Melissa Sprague, Court Services President

21 LOCAL:

22 
23 Kelli Lauritzen, Court Services Vice President
24 DAN BAXTER

25 LOCAL:

26 
27 Joe Ann Taylor, Secretary-Treasurer
28

cba Code: 274

Wage Addendum

Union Code: N4

**Washington State Council of County and City Employees
Council 2, Local 2084SC-S
Superior Court - Supervisors**

Job Class Code	PeopleSoft Job Code	Classification Title	Range *
4201400	421506	Administrative Specialist IV	45 **
2131200	214211	Business and Finance Officer II	58
6213200	622401	Juvenile Probation Counselor Supervisor	60
6213500	622601	Juvenile Probation Counselor Supervisor - Screening Supervisor	60 **
5247100	524902	Juvenile Program Services Supervisor	60
5242100	524402	Youth Program Coordinator	58

* Employee's hourly rate will be that rate represented on the King County Standardized Schedule using the 40 hour rate line. Salaries are calculated using that 40 hour rate line multiplied by the number of hours actually worked.

** Overtime eligible under the contract.



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only))
Labor Negotiator
Robert Railton

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Consistency</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	N/A

<i>Six Point Summary of changes to the attached agreement:</i>
1. Changes to the effective dates and names of the parties to the contract.
2. Changes that incorporate previously agreed to contract modifications, and updates relating to payroll.
3. Changes that reflect the terms of the "Total Compensation" Coalition memorandum of agreement, ratified by King County Council Ordinance 17916.
4.
5.
6.

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August 9, 2016

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

Dear Councilmember McDermott:

The enclosed ordinance, if approved, will ratify the non-economic terms of the Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only)) collective bargaining agreement (CBA) for the period of January 1, 2015, through December 31, 2016, which will enable the King County Superior Court to continue to provide to the public the high quality services in support of its Juvenile Court Services. The CBA extension provided by this ordinance was agreed to by the parties pursuant to the "Total Compensation" memorandum of agreement (MOA) between King County and the King County Coalition of Unions; ratified by King County Council on November 10, 2014, by Ordinance 17916. This agreement covers 12 employees in the King County Superior Court.

The employees in the bargaining unit supervise employees in professional, technical and administrative positions in Superior Court's Juvenile Court Services Division. The vast majority of the supervisors oversee juvenile probation counselors who assess, supervise and counsel clients involved in the juvenile justice system. The employees are highly valued to the public and the Superior Court in providing leadership and operational support.

As a contract extension, changes to the existing CBA are limited to the following:

- a) Changes to effective dates and parties to the agreement.
- b) Changes that incorporate previously agreed to contract modifications, including updates relating to payroll.
- c) Changes that reflect the terms of the "Total Compensation" Coalition MOA, ratified by King County Council on November 10, 2014, by Ordinance 17916.

This ordinance results in significant improvements in efficiency, accountability and productivity for the County by advancing the following objectives:

1. Providing sustainability and predictability in administering this labor agreement through 2016.
2. Creating efficiencies in the collective bargaining process by extending the term of non-economic provisions to coincide with the term of economic provisions as agreed to in the “Total Compensation” coalition MOA.
3. Allowing opportunity, through aligned expiration dates, for coalition bargaining relating to King County initiatives that include but are not limited to “Employer of the Future” and “Standards.”

The “Total Compensation” wage settlement for 2015 and 2016 was ratified by King County Council on November 10, 2014, by Ordinance 17916 and is not part of this ordinance.

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

Thank you for your consideration of this ordinance. This important legislation will help King County residents by furthering the objectives of the County’s Strategic Plan through increased efficiencies to process and administration, and supporting the high quality services provided by the King County Superior Court.

If you have questions, please contact Megan Pedersen, Interim Director, Office of Labor Relations, at 206-263-2898.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Megan Pedersen, Interim Director, Office of Labor Relations



FISCAL NOTE

ATTACHMENT 4

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only))		
Effective Date:	1/1/2015		
Affected Agency and/or Agencies:	King County Superior Court		
Note Prepared by:	Matt McCoy, Labor Negotiator II, Office of Labor Relations	Phone: 263-1966	
Note Reviewed by:	Helene Ellickson, Budget Manager, PSB		Phone: 263-9691
Supplemental Required?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>		

AGREEMENT SUMMARY

Contract Duration: Extends current contract by two (2) years through 12/31/2016	
Contract Covered by COLA Coalition MOA?	Contract Changes?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Rollover w/Non-Economic Changes <input type="checkbox"/> Rollover w/Add'l Economic Changes

ADDITIONAL EXPENDITURES FROM:

Fund Title	Fund Code	Department	2015 (Costs, if any, above Coalition COLA)	2016 (Costs, if any, above Coalition COLA)
CURRENT EXPENSE SUB-FUND	000000010	KCSC	None	None
GRANTS FUND	000002140	KCSC	None	None
TOTAL: Increase FM previous year				
TOTAL: Cumulative				

ADDITIONAL EXPENDITURES BY CATEGORY:

Expense Type	Department	2015 (Costs, if any, above Coalition COLA)	2016 (Costs, if any, above Coalition COLA)
Salaries	KCSC	None	None
OT		None	None
PERS & FICA		None	None
TOTAL: Increase FM previous year			
TOTAL: Cumulative			



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Washington State Council of County and City Employees, Council 2, Local 2084SC-S (Superior Court - Supervisors (Wages Only))		
Effective Date:	1/1/2015		
Affected Agency and/or Agencies:	King County Superior Court		
Note Prepared by:	Matt McCoy, Labor Negotiator II, Office of Labor Relations	Phone: 263-1966	
Note Reviewed by:	Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>		Helene Ellickson, Budget Manager, PSB Phone: 263-9691

AGREEMENT COSTS PREVIOUSLY INCLUDED IN TOTAL COMPENSATION ORDINANCE #17916

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2015	2016
CURRENT EXPENSE SUB-FUND	000000010	KCSC	\$ 15,005	\$ 17,218
GRANTS FUND	000002140	KCSC	\$ 6,441	\$ 7,391
TOTAL: Increase FM previous year			\$ 21,446	\$ 24,609
TOTAL: Cumulative				\$ 46,055

EXPENDITURES BY CATEGORY:

Expense Type	2014 Annualized Base	2014 Lump Sum	2015	2016
Salaries	\$ 916,689	\$ 5,500	\$ 18,334	\$ 21,038
OT	\$ 894		\$ 18	\$ 21
PERS & FICA	\$ 154,704	\$ 927	\$ 3,094	\$ 3,550
Total	\$ 1,072,287	\$ 6,427		
TOTAL: Increase FM previous year			\$ 21,446	\$ 24,609
TOTAL: Cumulative				\$ 46,055

ASSUMPTIONS:

Assumptions used in estimating expenditures include:

1. Wage Adjustments:

COLA:

2015: +2.00% Flat; 2016: +2.25% Flat

2015 & 2016 COLA passed by Council under Total Comp MOA Ordinance 17916

Lump Sum Payment:

\$500/employee payable in 2014.

3. Other Wage-Related Factors:

Step Increase Movement:

No change.

PERS/FICA:

@ 16.86%

Overtime:

Forecast based on historical usage.

4. Additional Cost Factors:



**King County
Metropolitan King County Council
Law and Justice Committee**

STAFF REPORT

Agenda Item:	6	Date:	September 13, 2016
Proposed No.:	2016-0408	Name:	Nick Wagner

SUBJECT

Approval of a collective bargaining agreement with the Washington State Council of County and City Employees, Council 2, Local 21AD, covering employees in the Department of Adult and Juvenile Detention.

SUMMARY

Proposed Ordinance 2016-408 (Att. 1) would approve a collective bargaining (CBA) (Att. 1-A) with the Washington State Council of County and City Employees, Council 2, Local 21AD, covering about 45 employees in the Department of Adult and Juvenile Detention (DAJD). Their positions are in the following classifications (CBA Art. 15, § 1; Att. 1-A, p. 26):

- Corrections Program Specialist
- Personal Recognizance Investigator
- Occupational Education and Training Coordinator
- Recreation Coordinator
- Administrative Specialist I-III
- Administrative Office Assistant.

The new CBA is a two-year continuation of the current CBA with the changes described below. The new CBA covers the 2015 and 2016 calendar years and includes pay range increases that will carry over into 2017.

BACKGROUND

This bargaining unit's previous CBA expired at the end of December 2014, but its terms continued in effect pursuant to RCW 41.56.123(1).¹

¹ RCW 41.56.123(1) provides: "After the termination date of a collective bargaining agreement, all of the terms and conditions specified in the collective bargaining agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement. Thereafter, the employer may unilaterally implement according to law."

ANALYSIS

The most notable changes in the proposed new CBA are described below.

1. Term. The proposed new CBA will cover the 2015 and 2016 calendar years (CBA Art. 22; Att. 1-A, p. 32).
2. COLAs. The CBA provides for cost-of-living adjustments (COLAs) of 2.00 percent for 2015 and 2.25 percent for 2016² (CBA Addendum B; Att. 1-A, following p. 35). These COLAs would be paid retroactively for 2015 and for 2016 through the date that the CBA is approved by the Council.
3. Pay Range Increases. The CBA would increase by two pay ranges (a total of about 4.9 percent) the pay ranges for the classifications Corrections Program Specialist (CPS) (from range 55 to range 57) and Personal Recognizance Investigator (PRI) (from range 53 to range 55), effective December 17, 2016 (CBA Art. 15, § 1, Att. 1-A, p. 26). As described in the Executive's transmittal letter (Att. 7), these classifications "have been generally considered lateral promotional positions" from the positions of Corrections Officer and Corrections Sergeant, and they "have seen their wages suffer in comparison to the 'Corrections Officers' and 'Sergeants' who have gone to interest arbitration."³ The proposed pay range increases for CPSs and PRIs would make up for the larger wage increases that Corrections Officers and Sergeants have received in recent years.⁴ If the CBA is approved, the maximum wage rate for PRIs (range 55, step 10) would be about two ranges higher than the maximum wage rate for Corrections Officers (slightly below range 53). The maximum rate for CPSs (range 57, step 10) would be about four ranges higher than for Corrections Officers.

Of the 45 bargaining unit employees, 24 were CPSs, 14 were PRIs, and seven were in other classifications as of June 2016. The increased cost attributable to the proposed pay range increases in 2017 is about \$133,000 for the CPSs and about \$62,000 for the PRIs, for a total of about \$195,000. This cost does not include any wage increase that might be agreed upon for 2017.

4. Coalition Bargaining. The CBA would provide for the bargaining unit to participate in the ongoing total compensation bargaining between the County

² These are the same amounts as the COLAs provided for in the 2014 MOA between King County and the King County Coalition of Unions ("the 2014 Coalition MOA"), which the Council approved in November 2014 by Ordinance 17916. This bargaining unit will not be receiving the \$500-per-employee lump sum payment for 2014 that was received by the employees whose unions signed the 2014 Coalition MOA.

³ The classification specifications for CPS, PRI, and Corrections Officer are Attachments 3-5, respectively.

⁴ According to data provided by executive staff, between 2008 and 2016 Corrections Officers and Corrections Sergeants have received wage increases totaling 24.0 percent. During the same period the CPSs and PRIs in this bargaining unit received COLAs totaling 18.8%, a difference of about 5.2 percentage points. The proposed pay range increases (about 4.9%) would largely eliminate that disparity.

and the King County Coalition of Unions (CBA Addendum B; Att. 1-A, following p. 35).

5. Paid Parental Leave. The CBA would permit bargaining unit employees to participate in the County's paid parental leave pilot program, effective June 1, 2016 through December 31, 2016 (CBA Addendum C; Att. 1-A, following Addendum B).
6. KCFML/FMLA Concurrency. The bargaining unit would agree to concurrency between King County Family Medical Leave (KCFML) and the leave available under the federal Family and Medical Leave Act (FMLA), as provided for under Ordinance 18191, which the Council adopted in December 2015. (CBA Addendum C; Att. 1-A, following Addendum B)
7. Seniority. Under the new CBA, an employee who leaves the bargaining unit and returns within two years would retain seniority within the employee's classification (CBA Art. 3, § 10; Att. 1-A, pp. 5-6). Under the previous CBA, any break in service would result in loss of seniority.
8. Compensatory Time Off. The new CBA would allow an employee to accumulate up to 80 hours of compensatory time off (CTO) during a calendar year, instead of the 60 hours permitted under the previous CBA (CBA Art. 14, § 4; Att. 1-A, p. 25). This would provide greater consistency with the contracts of other bargaining units within DAJD. The CBA would continue to require that any unused CTO be cashed out at the end of the calendar year. An employee would not be permitted to carry over CTO to the following year.
9. Education Incentive. The new CBA would modify and clarify the terms under which an employee will be reimbursed for the cost of tuition and books for job-related education and training. Reimbursement would be provided for "pre-approved degree work for any and all . . . degrees in criminal justice or public administration," but only if the employee receives a grade of C or better (or pass in a pass/fail course) and other specified conditions are met (CBA Art. 19, § 3; Att. 1-A, pp. 29-30). The CBA also provides a process for an employee to request pre-approval for reimbursement for "degrees or training programs outside of Criminal Justice or Public Administration" where "the program has a direct relationship to the employee's work and provides a corresponding benefit to the Department."

FISCAL IMPACT

As described in the Fiscal Note (Att. 8), the 2015-2016 fiscal impact of the proposed new CBA is about \$190,000 and is attributable to the COLAs. The 2017 fiscal impact is about \$195,000 and is attributable to the pay range increases. According to executive staff, the fiscal impact of the other contract changes is expected to be minimal.

AMENDMENT

Amendment 1 (Att. 2) is needed to correct a technical error in the preparation of the CBA (Att. 1-A).

INVITED

David Topaz, Labor Negotiator, King County Office of Labor Relations
Mary F. Louis, Staff Representative, Washington State Council of County and City
Employees, Council 2, Local 21AD

ATTACHMENTS

1. Proposed Ordinance 2016-0409
Att. A (Collective Bargaining Agreement)
2. Amendment 1
3. CPS classification specification
4. PRI classification specification
5. Corrections Officer classification specification
6. Checklist and Summary of Changes (prepared by executive staff)
7. Transmittal Letter
8. Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 22, 2016

Ordinance

Proposed No. 2016-0408.1

Sponsors

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Washington State Council of County and City
4 Employees, Council 2, Local 21AD (Department of Adult
5 and Juvenile Detention) representing employees in the
6 department of adult and juvenile detention; and establishing
7 the effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Washington State Council of County and City Employees, Council 2,
11 Local 21AD (Department of Adult and Juvenile Detention) representing employees in the
12 department of adult and juvenile detention, which is Attachment A to this ordinance, is
13 hereby approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2015, through and including December 31, 2016.

16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between Washington State Council of County and City Employees Local 21-AD and King County

AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21-AD
AND KING COUNTY

1		
2		
3		
4		
5	ARTICLE 1:	POLICY AND PURPOSE..... 1
6	ARTICLE 2:	SECURITY OF THE PARTIES.....2
7	ARTICLE 3:	EMPLOYEE RIGHTS.....4
8	ARTICLE 4:	MANAGEMENT RIGHTS.....6
9	ARTICLE 5:	MEDICAL, DENTAL, AND LIFE PLAN.....7
10	ARTICLE 6:	HOLIDAYS.....7
11	ARTICLE 7:	VACATION LEAVE9
12	ARTICLE 8:	SICK LEAVE 11
13	ARTICLE 9:	MISCELLANEOUS LEAVE TIME 17
14	ARTICLE 10:	LIMITED DUTY..... 18
15	ARTICLE 11:	DISPUTE RESOLUTION PROCEDURES..... 18
16	ARTICLE 12:	ASSIGNMENTS AND HOURS OF WORK..... 21
17	ARTICLE 13:	POSITION OPENINGS AND PROMOTIONS..... 23
18	ARTICLE 14:	OVERTIME AND CALLBACK 24
19	ARTICLE 15:	WAGES 26
20	ARTICLE 16:	JURY DUTY 27
21	ARTICLE 17:	REDUCTION IN FORCE 28
22	ARTICLE 18:	AUTOMOBILE EXPENSE 29
23	ARTICLE 19:	EDUCATION AND TRAINING PROGRAM 29
24	ARTICLE 20:	SAVINGS CLAUSE 30
25	ARTICLE 21:	CONCLUSION OF COLLECTIVE BARGAINING 31
26	ARTICLE 22:	DURATION 32
27	ADDENDUM A:	OVERTIME SCHEDULING PROCEDURES..... 33
28	ADDENDUM B:	MEMORANDUM OF AGREEMENT: ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING (AS AMENDED TO EXCLUDE \$500 LUMP SUM COALITION PREMIUM PAYMENT); 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016
	ADDENDUM C:	MEMORANDUM OF AGREEMENT: PAID PARENTAL LEAVE - BENEFIT PILOT FOR 2016

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1. Membership.** The Employer recognizes the Union as the exclusive bargaining
3 representative for all regular full-time and regular part-time bargaining unit members of the Court
4 Services and Inmate Management Services sections within the Department of Adult and Juvenile
5 Detention.

6 Temporary employees shall be defined as all employees, other than regular full-time and
7 regular part-time employees, doing bargaining unit work. Temporary employees are persons who
8 have been employed for a portion of or throughout the calendar year whose purpose is to cover
9 seasonal peak work loads, emergency work loads of limited duration, necessary sick leave, vacation
10 relief, parental leave, special projects, replacing an injured worker, or while a regular position is
11 being filled. Temporary employees are supplementary to the regular work force and shall not be used
12 to supplant regular employees or undermine the integrity of the master schedule.

13 **Section 2. Dues Deductions.** Upon receipt of written authorization individually signed by a
14 bargaining unit member, the County will have deducted from the pay of such member the amount of
15 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the
16 Union. The Union will indemnify, defend, and hold the County harmless against any claims made
17 and against any instituted against the County on account of any check-off of dues for the Union. The
18 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
19 provision upon presentation of proper evidence thereof.

20 **Section 3. Agency Shop.** It shall be a condition of employment that all employees covered
21 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, no
22 later than the thirtieth (30th) day following the beginning of such employment, become and remain
23 members in good standing in the Union or pay an agency fee to the extent allowable by law.
24 However, nothing contained in this section shall require an employee who holds bona fide religious
25 beliefs that prohibit the payment of dues to union organizations to join the Union. The employee
26 who holds such bona fide religious beliefs shall pay an amount of money equivalent to the regular
27 union dues to a non-religious charity or to another charitable organization mutually agreed upon by
28 the employee affected and the bargaining representative to which the employee would otherwise pay

1 the dues. If the employee and the bargaining representative are not able to agree upon a charitable
2 organization, they shall resolve the issue through the Public Employment Relations Commission.
3 The employee shall furnish written proof that such payments have been made.

4 **Section 4. Employment Lists.** The County will transmit to the Union a current listing of all
5 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice
6 per calendar year. Such list shall include the name of the employee, classification, department,
7 salary, and date of hire.

8 **Section 5. Exclusive Negotiations.** The Employer will not negotiate or handle grievances
9 with any employee organization other than the Union with reference to terms and conditions of
10 employment of the recognized bargaining unit members. When individuals or organizations other
11 than the Union request negotiations or handling of grievances, they will be advised by the Employer
12 to transmit their request to the Union. Similarly, the Union will advise any individuals or
13 organizations seeking to negotiate or handle grievances that the Union is the exclusive representative
14 of bargaining unit members in the Union and will be the only agency to approach the Employer on
15 these matters.

16 **Section 6. No Work Stoppages.** The employer and the Union agree that the public interest
17 requires efficient and uninterrupted performance of all County services and, to this end, pledge their
18 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall
19 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
20 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
21 County functions by employees under this Agreement and, should same occur, the Union agrees to
22 take appropriate steps to end such interference. Any concerted action by any employees in the
23 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

24 **Section 7. Responsibility of the Union.** Upon notification in writing by the County to the
25 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in
26 writing, order such members to immediately cease engaging in such work stoppage, and provide the
27 County with a copy of such order. In addition, if requested by the County, a responsible official of
28 the Union shall publicly order such bargaining unit member to cease engaging in such a work

1 stoppage.

2 **Section 8. Penalties for Work Stoppage.** Any employee who commits any act prohibited in
3 this Article shall be considered absent without authorized leave and shall be considered to have
4 resigned.

5 **ARTICLE 3: EMPLOYEE RIGHTS**

6 **Section 1. Disciplinary Action.** Employees who have completed their probationary period
7 shall not be disciplined or discharged except for just cause. When the County proposes disciplinary
8 action in response to a charge or complaint, the employee shall be apprised of the allegations. If the
9 County imposes disciplinary action against an employee for any reason, the employee and the Union
10 shall be notified in writing and shall be apprised of the right to grieve the imposed action as provided
11 in Article 11 of this Agreement.

12 **Section 2. File Review by Member.** Any bargaining unit member shall have the right to
13 examine his/her own departmental personnel files. Reasonable requests for copies of material
14 contained in personnel files will be honored. The parties recognize that it may become necessary to
15 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,
16 at the rate established by County Council ordinance.

17 **Section 3. File Review by the Union.** With written permission from the employee, the
18 Union representatives shall have the right to examine the bargaining unit member's departmental
19 personnel file.

20 **Section 4. No Secret Files.** There shall be no secret files on any bargaining unit member.
21 Material placed into the employee's departmental personnel file relating to job performance or
22 personal character shall be brought to his/her attention prior to placement in the file. The employee
23 may challenge the inclusion of any document placed in the file as provided in Article 11 of this
24 Agreement.

25 **Section 5.** At the employee's request, materials relating to corrective counseling will be
26 removed from the employee's file after a twelve (12) month period unless another act of misconduct
27 has been committed during the twelve (12) month period.

28 **Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or

1 damage to essential personal property, other than damage or loss to their vehicle or property
2 contained in their vehicle, while on duty shall have same repaired or replaced at County expense,
3 provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork
4 necessary to process claims covered under this section will be processed by the County with due
5 speed upon receipt of the claim from the employee.

6 **Section 7. Bulletin Boards.** The Employer agrees to permit the Union to post on County
7 bulletin boards the announcement of meetings, election of officers, and any other material relating to
8 Union activities so long as that material does not support or oppose political candidates or political
9 issues.

10 **Section 8. Classifications.** The County will advise the Union in writing and in advance
11 about the creation of any new or reclassified position within the bargaining unit. Such notification
12 will include a list of duties and responsibilities, along with a statement about the desirable
13 qualifications. The County and the Union will review and attempt to reach a mutual agreement in
14 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
15 positions. Should the parties fail to reach a mutual agreement, the matter will be referred to the
16 Public Employment Relations Commission for unit clarification. In the event that the County wishes
17 to fill the position pending the unit/clarification decision, the promotional procedures contained in
18 Article 13 shall apply.

19 **Section 9.** No employee shall be directed to work in a manner or condition that does not
20 comply with State or Federal Law.

21 **Section 10.** For purposes of this Agreement, except for computation of sick leave and
22 vacation, seniority shall be defined as length of service within a classification. An employee in any
23 bargaining unit job classification who leaves the bargaining unit, shall retain his/her seniority in the
24 bargaining unit job classification covered by this contract for two (2) years from the date of departure
25 from the bargaining unit. For purposes of sick leave and vacation accrual, seniority begins at the date
26 of hire into the County. When a bargaining unit member is assigned to a temporary assignment,
27 his/her seniority shall continue to accrue within the bargaining unit.

28 In any case where total computation of seniority as above would result in a tie, the following

1 criteria will be used to break the tie:

- 2 1st - total time in bargaining unit
- 3 2nd - total time in DAJD
- 4 3rd - total time with King County
- 5 4th - coin toss

6 **Section 11.** Newly hired regular full-time and regular part-time employees shall serve a
7 twelve (12) calendar month probationary period. Regular full-time and regular part-time employees
8 who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention
9 (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve
10 a six (6) calendar month probationary period. The probationary period is an extension of the hiring
11 process. Termination during this period is not grievable.

12 **Section 12.** King County agrees to provide all regular full-time and regular part-time
13 employees transit passes during the term of this Agreement.

14 **ARTICLE 4: MANAGEMENT RIGHTS**

15 **Section 1.** It is recognized that the Employer retains the right, except as otherwise provided
16 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
17 the Employer include, but are not limited to:

18 a. recruit, examine, select, promote, transfer, evaluate and train Employees of its
19 choosing, and to determine the times and methods of such actions;

20 b. assign and direct the work; assign overtime, utilizing the procedures agreed to
21 under the provision of Article 14; develop and modify classification specifications as well as
22 assignment for the salary range for each classification and allocate positions to those classifications;
23 determine the methods, materials and tools to accomplish the work; designate duty stations and
24 assign Employees to those duty stations;

25 c. reduce the work force due to lack of work, funding or other cause consistent with
26 efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or
27 dismiss Employees for just cause;

28 d. establish reasonable work rules; assign the hours of work and assign Employees to

1 shifts and days off in accordance with procedures set forth in the master schedule established by this
2 Agreement. (Article 12. Section 1.); and

3 e. Discharge probationary employees during the term of their probation.

4 **Section 2.** All of the functions, rights, powers and authority of the Employer not specifically
5 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by
6 the Employer.

7 **Section 3.** Management may take whatever action necessary to implement biweekly pay.

8 **ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN**

9 The Employer will provide a medical, dental, and life insurance plan for all regular
10 employees, and agrees to maintain such plans in effect and incorporate any changes recommended by
11 the Labor Management Insurance Committee for the duration of this Agreement.

12 **ARTICLE 6: HOLIDAYS**

13 **Section 1.** All regular full-time and regular part-time employees shall be entitled to, and
14 compensated for, the following holidays (of up to eight hours), on the King County day of
15 observance:

16 a. New Year's Day

17 b. Martin Luther King Jr.'s Birthday

18 c. President's Day

19 d. Memorial Day

20 e. Independence Day

21 f. Labor Day

22 g. Veteran's Day

23 h. Thanksgiving Day

24 i. The Day After Thanksgiving

25 j. Christmas Day

26 k. Each regular full-time employee shall receive two (2) additional personal holidays
27 to be administered through the vacation plan. One personal holiday shall be added to the vacation
28 leave bank in the pay period that includes the first day of October and one personal holiday will be

1 added in the pay period that includes the first day of November of each year. Regular part-time
2 employees shall accrue these holidays on a pro-rated basis, up to a maximum of 8 hours, based on
3 their regularly scheduled hours of work. Holidays shall be observed in accordance with RCW
4 1.16.050, as amended.

5 **Section 2. Holiday Pay.** All employees shall take holidays on the King County official day
6 of observance unless their work schedule requires otherwise for continuity of services, in which
7 event, they shall either be paid for it, or the day shall be administered through the vacation plan, and
8 shall be scheduled like any other vacation day, as provided for in Article 7 of this Agreement.

9 **Section 3.** Employees who work on the designated holiday shall be paid at one-and-one-half
10 (1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving
11 either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be
12 administered like a vacation day, as provided for in Section 2 of this Article.

13 **Section 4.** Regular part-time employees shall receive pro-rated holiday benefits in the same
14 manner as outlined in this Article.

15 **Section 5.** An employee's scheduled work day which spans two (2) calendar days shall be
16 considered to have occurred on the calendar day it commences.

1 **ARTICLE 7: VACATION LEAVE**

2 **Section 1.** All eligible regular full-time and regular part-time employees shall accrue
3 vacation benefits for each hour in regular pay status exclusive of overtime according to the following
4 table:

5

6 Beginning With Year	7 Ending With Year	8 Months of Service	9 Vacation Accrual Rate	10 Approximate Days Accrued Per Year (based on 2080 hours)
11 0	12 5	13 000 thru 060	14 0.0462 X Basis Hours	15 12
16 6	17 8	18 061 thru 096	19 0.0577 X Basis Hours	20 15
21 9	22 10	23 097 thru 120	24 0.0616 X Basis Hours	25 16
26 11	27 16	28 121 thru 192	29 0.0770 X Basis Hours	30 20
31 17	32 17	33 193 thru 204	34 0.0808 X Basis Hours	35 21
36 18	37 18	38 205 thru 216	39 0.0847 X Basis Hours	40 22
41 19	42 19	43 217 thru 228	44 0.0885 X Basis Hours	45 23
46 20	47 20	48 229 thru 240	49 0.0924 X Basis Hours	50 24
51 21	52 21	53 241 thru 252	54 0.0962 X Basis Hours	55 25
56 22	57 22	58 253 thru 264	59 0.1001 X Basis Hours	60 26
61 23	62 23	63 265 thru 276	64 0.1039 X Basis Hours	65 27
66 24	67 24	68 277 thru 288	69 0.1078 X Basis Hours	70 28
71 25	72 25	73 289 thru 300	74 0.1116 X Basis Hours	75 29
76 26	77 99	78 301 and up	79 0.1154 X Basis Hours	80 30

22

23 **Section 2.** Regular full-time employees shall accrue vacation leave benefits per pay period
24 for each hour in pay status exclusive of overtime. Employees who are new hires to King County
25 shall be eligible to take or be paid for vacation leave benefits after the completion of six (6) months
26 of successful service. This section does not limit an employee's ability to use accrued vacation leave
27 for a qualifying event under the Washington State Family Care Act.

28 **Section 3.** No employee shall work for compensation for the County in any capacity during

1 the time that the employee is on vacation.

2 **Section 4.** Vacation may be used in one-half hour increments, at the discretion of the
3 Department Director or Division Manager.

4 **Section 5.** Upon termination for any reason, an employee shall be paid for unused vacation
5 up to the maximum allowed accumulation.

6 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be
7 made to the employee's estate or, in applicable cases, as provided for by state law.

8 **Section 7.** Full-time employees may accrue up to 480 hours vacation leave. Part-time regular
9 employees who are employed at least half-time and receive vacation and sick leave may accrue
10 vacation leave up to 480 hours pro-rated to reflect their normally scheduled work week.

11 Employees may accrue additional vacation beyond the maximum specified herein when, as a
12 result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees
13 must use vacation leave in excess of the maximum accrual amount on or before the last day of the
14 pay period that includes December 31 of the year in which the excess was accrued.

15 **Section 8. Regular Part-time Employees.** Employees whose employment status is regular
16 part-time shall receive vacation leave benefits in accordance with the provision of this Article;
17 however, such benefit shall be prorated based on the number of hours the employee is regularly
18 scheduled to work.

19 **Section 9.** If an employee resigns from County employment in good standing or is laid off
20 and subsequently returns to County employment within two years from such resignation or lay off, as
21 applicable, the employee's prior County service shall be counted in determining the vacation leave
22 accrual rate under this article.

23 **Section 10. Leave for Organ Donors.** The department shall allow employees eligible for
24 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
25 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
26 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
27 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;
28 provided that the employee shall:

1 1. Give the department reasonable advance notice of the need to take time off from
2 work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury, pain
3 or the eventual death of the identified recipient is foreseeable.

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

8 **Section 11. Vacation Scheduling.** Vacation preference requests for the period beginning
9 March 1st and ending with the final day of February of the following calendar year, must be received
10 no later than the February 1st preceding the twelve (12) month period during which the vacation is
11 being requested in order to receive scheduling preference. Vacation preference requests shall be
12 granted based upon seniority within job classification, within each facility, provided that essential
13 facility operations are properly staffed at all times. Employees shall be advised by March 1st
14 regarding approval or disapproval of their requests.

15 Vacation requests received after February 1st shall be considered based on the date of request;
16 in the event two or more leave requests are submitted on the same date, seniority within job
17 classification within facility shall be the determining factor.

18 Employees who have pre-approved leave time and who subsequently transfer to another job
19 classification within the bargaining unit, or whose schedule or facility changes, shall be allowed to
20 retain that pre-approved vacation period regardless of their seniority within the shift, facility, or job
21 class to which they transfer, provided that essential facility operations are properly staffed at all
22 times.

23 **ARTICLE 8: SICK LEAVE**

24 **Section 1.** Every eligible regular full-time and regular part-time employee shall accrue sick
25 leave benefits at the hourly rate of 0.04616 for each hour in pay status exclusive of overtime or
26 compensatory time. The employee is not entitled to sick leave if not previously earned. Regular
27 part-time employees shall receive sick leave benefits in accordance with the provisions of this
28 Article; however, such benefit shall be prorated based on the number of hours the employee is

1 regularly scheduled to work.

2 **Section 2.** After the first six months of regular service, a regular employee may, at the
3 division manager's discretion or if the Family Care Act requires it, be permitted to use any accrued
4 vacation as an essential extension of used sick leave.

5 **Section 3.** Management is responsible for the proper administration of this benefit. A
6 doctor's certificate verifying illness or inability to work may be required of an employee for any sick
7 leave used. Where an employee requests the use of family leave, management may require the
8 employee to submit the doctor's certificate verifying the need for the employee's attendance. In each
9 case of absence due to illness or injury, it shall be the responsibility of the employee to notify the
10 employee's supervisor of the absence and the anticipated duration of the absence. Except in
11 emergency situations or as otherwise required by law, failure to notify the supervisor of an absence
12 prior to the commencement of the employee's shift shall be grounds for disciplinary action. This
13 section does not limit any leave for a qualifying event under the Washington State Family Care Act.

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

15 **Section 5.** Separation from County employment, except by retirement, termination for non-
16 disciplinary medical reasons, or reason by layoff due to lack of work, funds, or efficiency reasons,
17 shall cancel all sick leave currently accrued to the employee. Should the employee resign in good
18 standing, terminate for non-disciplinary medical reasons, or be laid off, and return to County
19 employment within two years, accrued sick leave shall be restored.

20 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
21 least five (5) years of County service and who retire as a result of length of service or who terminate
22 by reason of death shall be paid, or the estates be paid or as provided for by RCW Title 11, as
23 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
24 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
25 mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary
26 Association (VEBA), this cash out shall be subject to those provisions.

27 **Section 7.** Accrued sick leave may be used for the following reasons:

- 28 • The employee's bona fide illness; but an employee who suffers an occupational

1 illness may not simultaneously collect sick leave and worker's compensation benefits in a total
2 amount greater than the regular pay of the employee;

3 • The employee's incapacitating injury, but:

4 ▪ an employee injured on the job may not simultaneously collect sick leave
5 and worker's compensation benefits in a total amount greater than the regular pay of the employee;

6 ▪ an employee who chooses not to augment his/her worker's compensation
7 time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;

8 ▪ an employee who chooses to augment worker's compensation payments with
9 the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning
10 of the leave;

11 ▪ An employee may not collect sick leave and worker's compensation for
12 physical incapacity due to any injury or occupational illness that is directly traceable to employment
13 other than with the County.

14 • The employee's exposure to contagious disease and resulting quarantine;

15 • An employee's temporary disability caused by or contributed to by pregnancy and
16 childbirth.

17 • The employee's medical or dental appointments, provided that the employee's
18 appointing authority has approved the use of sick leave for such appointments;

19 • To care for the employee's child if the child has an illness or health condition that
20 requires treatment or supervision by the employee;

21 • To care for other family members if:

22 ▪ the employee has been employed by the county for twelve months or more
23 and has worked a minimum of one thousand, forty hours in the preceding twelve months;

24 ▪ the family member is the employee's spouse or domestic partner, the
25 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
26 parent of the employee's spouse or domestic partner; and

27 ▪ the reason for the leave is one of the following:

28 **(1)** the birth of a son or daughter and care of the newborn child, or

1 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve
2 months of the birth, adoption, or placement;

3 (2) to care for the employee's child, or child of the employee's spouse
4 or domestic partner whose illness or health condition requires treatment or supervision by the
5 employee; or

6 (3) Care of a family member who suffers from a serious health
7 condition.

8 **Section 8.** Employees shall be entitled to family medical leave, as provided by the federal
9 Family Medical Leave Act, the King County Family Medical Leave ordinance and any Federal or
10 Washington state laws that provide for family medical leave. These laws and ordinances shall
11 control in the event of a conflict with this section.

12 Under King County Family Medical Leave, an employee may take a total of up to eighteen
13 weeks of unpaid leave for his/her own serious health condition (as defined by the King County
14 Personnel Guidelines), and for family reasons as provided for in Section 7 above, within a twelve
15 month period. The leave may be continuous (which is consecutive days or weeks), or intermittent
16 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following
17 conditions:

18 • when leave is taken after the birth or placement of a child by adoption or foster care,
19 an employee may take leave intermittently or on a reduced leave schedule only if authorized by the
20 employee's appointing authority;

21 • an employee may take leave intermittently or on a reduced schedule when medically
22 necessary due to a serious health condition of the employee or family member of the employee. If
23 this leave is foreseeable based on planned medical treatment, the Department Director or his/her
24 designee may require the employee to transfer temporarily to an available alternate position for which
25 the employee is qualified and that has equivalent pay and benefits and that better accommodates
26 recurring periods of leave than the employee's regular position.

27 Use of donated leave shall run concurrently with the eighteen work week family medical
28 leave entitlement. The County shall continue its contribution toward health care benefits during any

1 unpaid leave taken under this section. An employee, who returns from unpaid family or medical
2 leave within the time provided for in this Article, is entitled (subject to bona fide layoff provisions)
3 to:

- 4 • the same position she/he held when the leave commenced; or
- 5 • a position with equivalent status, benefits, pay and other terms and conditions of
6 employment; and
- 7 • the same seniority accrued before the date on which the leave commenced.

8 Failure to return by the expiration date of the leave of absence may be cause for removal, and
9 may result in termination of the employee from County service.

10 **Section 9.** In January of each calendar year, employee sick leave usage will be reviewed.
11 Regular full-time and regular part-time employees who have used two (2) or less days of sick leave
12 during the entire preceding calendar year shall be rewarded by having two (2) additional days
13 credited to their vacation account. Employees who have used more than two (2) but less than four (4)
14 sick leave days shall have one (1) additional day credited to their vacation account. The additional
15 vacation credits specified herein shall not affect sick leave amounts.

16 **Section 10. Donation of Vacation and Sick Leave Hours.**

17 **A. Vacation leave hours.**

18 1. Any full-time regular employee or part-time regular employee, who is
19 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
20 accrued vacation leave to a full-time regular employee or part-time regular employee who is
21 employed at least half-time and receives vacation and sick leave. Such donation will occur upon
22 written request to and approval of the donating and receiving employees' department director(s),
23 except that requests for vacation donation made for the purposes of supplementing the sick leave
24 benefits of the receiving employee shall not be denied unless approval would result in a departmental
25 hardship for the receiving department.

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

1 3. Donated vacation leave hours must be used within ninety (90) calendar days
2 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
3 the receiving employee shall revert to the donating employee. Donated vacation leave hours shall be
4 excluded from vacation leave payoff provisions contained in this Agreement. For purposes of this
5 section, the first hours used by an employee shall be accrued vacation leave hours.

6 **B. Sick leave hours.**

7 1. Any full-time regular employee or part-time regular employee who is
8 employed at least half-time and received vacation and sick leave may donate a portion of his or her
9 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at
10 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving
11 employees' department director(s).

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

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

22 **C.** All donations of vacation and sick leave made under this Agreement are strictly
23 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
24 compensation or benefits in exchange for donating vacation or sick leave hours.

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

1 hourly rate at the time of reconversion.

2 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

3 **Section 1. Bereavement Leave.** Regular full-time and regular part-time employees shall be
4 entitled to three (3) working days (to equal the hours in each employee's regularly scheduled shift) of
5 bereavement leave per year due the death of a member of the employee's immediate family. Eligible
6 employees who have exhausted their bereavement leave shall be entitled to use sick leave in the
7 amount of three (3) days for each instance when death occurs to a member of the employee's
8 immediate family. For purposes of this section, immediate family is defined as the employee's
9 spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner;
10 and the child, parent, sibling, grandparent or grandchild of a spouse or domestic partner.

11 **Section 2. Union Business Leave.** Authorized Union representatives shall be allowed up to
12 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate
13 Union business. The Union shall inform the employer of the names of authorized representatives.
14 Prior to using any of the above-designated time, or leave bank time, employees will submit written
15 requests to their supervisor for prior approval. The release of Union representatives for Union
16 Business leave shall not be unreasonably denied. The Union shall provide the Department with as
17 much notice as possible of the need for such leave. Any excess usage over ten (10) hours in a one (1)
18 month period shall be subtracted from the bank in Section 3. Time spent attending the monthly
19 Labor-Management Meeting shall not be deducted against either the ten (10) hours allotment or the
20 leave bank, as provided in Section 3 of this Article.

21 **Section 3.** The Union will establish a union leave bank for union representatives to access to
22 perform authorized Union activities. This bank shall be established through the donation of one (1)
23 vacation hour annually by each regular employee in the bargaining unit. The accrued time in this
24 bank will be limited to a maximum of three hundred (300) hours. When this limit is reached, these
25 donations will discontinue until the accrued hours have dropped below two hundred (200).

26 The department will administer the leave bank account and will process leave requests for
27 union leave according to the same process used for vacation leave requests. The Union retains sole
28 discretion to determine which representatives have access to the leave bank and which activities

1 qualify for leave bank use.

2 **Section 4. Military Leave.** Regular full-time and regular part-time employees shall be
3 entitled to Military Leave in accordance with the King County Code, Personnel Guidelines, and/or
4 Federal or State law.

5 **ARTICLE 10: LIMITED DUTY**

6 Limited Duty Assignment Policy. Employees who are injured or temporarily disabled may be
7 allowed to work in a “limited duty” status while recovering, if available, provided said “limited duty”
8 must be approved by management. Limited duty assignments due to injuries, temporary disabilities
9 or pregnancy shall be administered in accordance with the County Personnel Guidelines and the
10 County policy on Transitional Duty for Employees with Temporary Medical Restrictions.

11 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

12 **Section 1. Intent.** In the interest of continued good employee relations and morale, the
13 County and the Union recognize the importance and desirability of settling grievances promptly and
14 fairly. To accomplish such, every effort will be made to settle grievances at the lowest possible level
15 of supervision. Further, employees who choose to utilize the procedure set forth in this Article will
16 be free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

17 **Section 2. Definition.** A grievance shall be defined as an alleged violation of any of the
18 express terms of this contract to include wages, hours, and working conditions as specifically
19 provided herein.

20 **Section 3. Use of Mediation.** Either party can request mediation of a grievance at any time
21 prior to arbitration. Either party can request mediation of any workplace issue or dispute provided
22 that use of the mediation process will defer any grievance timelines set out in this Article, unless the
23 parties agree otherwise in writing. Both parties must agree to any mediation. In the event that a
24 grievance is not resolved in mediation either party may proceed to arbitration according to the terms
25 of this Article.

26 **Section 4.**

27 **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved
28 employee (and his/her union representative if the employee wishes) within ten (10 working days from

1 the date the employee should have known of the occurrence, to the first level of supervision outside
2 the bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the matter
3 and notify the employee in writing within ten (10) working days from the date the grievance was
4 received. If a grievance is not pursued by the employee and his/her representative to the next level of
5 supervision within ten (10) working days from the date the Step 1 response is due or received, the
6 grievance shall be presumed resolved.

7 **Step 2.** If after thorough discussion with the supervisor the grievance has not been
8 resolved to the Union's satisfaction, the Union representative shall then present the grievance in
9 writing to the Facility Commander, or appropriate Division Director, for investigation, discussion,
10 and written reply. The Facility Commander shall make a written decision available to the aggrieved
11 employee with a copy mailed to the Union within ten (10) working days from the date the Step 2
12 grievance is received. If a grievance is not pursued by the employee and his/her representative to the
13 next level of supervision within ten (10) working days from the date the Step 2 response is due or
14 received, the grievance shall be presumed resolved.

15 **Step 3.** If the grievance has not been resolved to the Union's satisfaction, the Union
16 representative shall then present the grievance in writing to the Department Director for investigation,
17 discussion, and written reply. The Department Director shall make a written decision available to the
18 aggrieved employee with a copy mailed to the Union and the Director of Labor Relations (hereinafter
19 "OLR Director") within ten (10) working days from the date the Step 3 grievance is received.

20 Grievances at Step 4 and beyond must be processed through the Union's business representatives.

21 **Step 4.** Should the Department Director not resolve the grievance to the satisfaction
22 of the Union, the Union shall submit the grievance in writing to the OLR Director or his/her designee
23 within fifteen (15) working days from the date the Step 3 response was received or due, whichever
24 occurs first. The OLR Director or his/her designee shall schedule a hearing within fifteen (15)
25 calendar days from the date of receipt of the written Step 4 grievance. Both parties to the grievance
26 shall be entitled to call witnesses on their behalf. All such hearings shall be closed for the purpose of
27 maintaining confidentiality, unless otherwise mutually agreed to. The OLR Director or his/her
28 designee shall render a decision within ten (10) working days of the hearing.

1 **Step 5. Arbitration.** Should the OLR Director not resolve the grievance to the
2 satisfaction of the Union, the Union may request arbitration within thirty (30) calendar days of the
3 date the Step 4 response was due. The request must specify:

- 4 a. Article or Articles the County has allegedly violated;
- 5 b. details or nature of the violation;
- 6 c. position of party who is referring the grievance to arbitration;
- 7 d. questions which the arbitrator is being asked to decide; i.e., issues
8 statement; and
- 9 e. remedy sought.

10 **Section 5. Selection of Arbitrator.** Should arbitration be chosen, the arbitrator shall be
11 selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel
12 of eleven (11) arbitrators furnished by Public Employment Relations Commission (P.E.R.C.) or
13 Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator will be selected from the list
14 by both the employer and the Union alternately striking a name from the list until only one (1) name
15 remains. It shall be the responsibility of the party requesting arbitration to contact the appropriate
16 entity for a list. The arbitrator shall be asked to render a decision promptly and the decision of the
17 arbitrator shall be final and binding on both parties.

18 **Section 6. Authority of the Arbitrator.** In connection with any arbitration proceeding held
19 pursuant to this Agreement, the following is understood:

20 a. The arbitrator shall have no power to render a decision that will add to, subtract
21 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
22 interpretation or application of the expressed terms of this Agreement. All other matters shall be
23 excluded from arbitration.

24 b. No matter may be arbitrated which the employer, by law, has no authority over, has
25 no authority to change, or has been delegated to any civil service commission or personnel board, as
26 defined in the Revised Code of Washington, Chapter 41.56.

27 c. The parties agree that the decision or award of the arbitrator shall be final and
28 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of

1 work, or lockout during such conferences or arbitration.

2 d. Each party shall bear one half (1/2) of the arbitrator's fee and expenses. Each party
3 shall bear the cost of preparation and presentation of the matter and all costs associated with the
4 hiring/retaining of attorneys in presenting the party's case.

5 **Section 7. Witness Expenses.** Each party shall bear the cost of any witness appearing on
6 that party's behalf, except that witnesses called by the Employer who are bargaining unit members
7 shall suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

8 **Section 8. Timeliness and Extensions.** Failure by an employee or the Union to comply with
9 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;
10 provided, however, any time limits stipulated in the grievance procedure may be extended for stated
11 periods of time by the appropriate parties by mutual agreement, in writing.

12 **Section 9. Arbitration Awards.** Arbitration awards or grievance settlements shall not be
13 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is
14 based, that date being ten (10) or fewer working days prior to the initial filing of the grievance, unless
15 the circumstances of the grievance were not and could not have been known by the grievant.

16 **Section 10. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
17 prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations
18 Commission (PERC), the complaining party will notify the other party, in writing, meet and make a
19 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
20 pass or the complaining party is seeking a temporary restraining order as relief for the alleged U.L.P.

21 **ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK**

22 **Section 1. Master Schedule.** It is agreed that for each classification in the bargaining unit,
23 the employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining
24 unit members. Prior to implementing any large-scale changes to a master schedule, the employer
25 agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted
26 for bid by the employees for a period of time to be determined by the parties, but not to exceed
27 fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be
28 posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation.

1 If schedules for a unit (Classification, Personal Recognizance Investigator, and Clerical) have not been
2 changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened
3 for a rebid.

4 **Section 2. Bid Process.** When a bargaining unit position becomes vacant or new positions
5 are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off
6 of the position.

7 **Section 3.** Employees are allowed to request specific duty assignments; however, nothing in
8 this Agreement shall preclude management from making duty assignments based on the operational
9 needs of the department. All requests shall be considered and a determination shall be made based on
10 the seniority of the employee, unless such request is in conflict with the identified and communicated
11 operational needs of the department.

12 **Section 4. Work Week.** The normal work week shall consist of five (5) consecutive days on
13 and two consecutive days off resulting in forty (40) hours of work for the week. The work week shall
14 begin on Saturday at 12:00 a.m. (0000) and end on Friday at 11:59 p.m. (2359).

15 **Section 5. Alternative Work Schedules.** This Agreement does not preclude the
16 implementation of alternative work schedules outside the master schedule. However, the County
17 shall notify the Union prior to the implementation of such schedules to allow the Union an
18 opportunity to meet with management to discuss the proposed changes. The Department shall make
19 available flextime options for bargaining unit members (predetermined up to one hour before or after
20 regularly scheduled shift).

21 **Section 6. Meal Breaks.** An unpaid meal break of not less than thirty (30) minutes or more
22 than one (1) hour shall be allowed approximately midway through each shift. The length of the
23 bargaining unit's meal break at the time of the signing of this Agreement shall remain in effect unless
24 conditions of the agency change and a change in working hours is required. If such does occur, the
25 employer agrees to meet with the Union to negotiate the terms of the change. The work day of the
26 Corrections Program Specialists and Personal Recognizance Investigators shall include a one-half
27 (1/2) hour paid meal. During this paid meal the Corrections Program Specialists and Personal
28 Recognizance Investigators shall be available for work.

1 **Section 7. Relief Period.** All bargaining unit members shall be allowed one (1) relief period
2 during the first half of the shift and one (1) relief period during the second half of the shift. A relief
3 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of
4 such relief period.

5 **Section 8. Temporary Assignment.** Nothing in this Article is meant to preclude temporary
6 assignment or reassignment of an employee because of illness, vacation, emergency, training
7 orientation, etc.

8 **Section 9. Job Sharing.** If two bargaining unit employees in the same job classification
9 wish to share one full time position, they shall submit a request to the Facility Commander, via the
10 chain of command, who shall transmit the request to the Department Director. The Department
11 Director shall have discretion to approve or deny the request, and will respond to the requesting
12 employees within sixty (60) days, unless otherwise agreed by the parties. Employees who share one
13 (1) full-time position shall receive pro-rata benefits, on the basis of the hours worked, except for
14 medical, dental and insurance benefits which shall be granted on the same basis as other part-time
15 County employees. In the event that one (1) of the job-sharing employees terminates employment,
16 voluntarily or involuntarily, the job-sharing arrangement shall cease and the remaining employee
17 shall revert back to full time.

18 **ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

19 **Section 1.** Employees are encouraged to seek advancement within their specific work units as
20 well as within the County as a whole. In order to promote such, the department shall post
21 announcements informing employees of open recruitment opportunities within all County
22 departments. Should a promotional position become available within the bargaining unit, bargaining
23 unit members are required to compete for such in accordance with the procedures set forth in the
24 County Personnel Guidelines for the Career Service.

25 Vacant and or newly created bargaining unit positions will be posted for application by
26 bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting
27 shall be made available for application within the department.

28 **Section 2. Special Assignments.** When a special assignment is available for unit members,

1 such assignment will be posted in a public place. All interested bargaining unit members shall be
2 given the opportunity to apply for the special assignment regardless of work location, shift, or job
3 assignment. In selecting unit members for such assignments, management will consider, among
4 other factors, including each member's qualifications, the desirability for all members to have an
5 opportunity to work special assignments.

6 **ARTICLE 14: OVERTIME AND CALLBACK**

7 **Section 1. Overtime.**

8 **a. Overtime Definition.** Overtime is that work outside an employee's normal work
9 shift which is directed by management. The parties acknowledge that it is the Department's policy to
10 minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a
11 guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

12 **b.** Employees shall be paid at the rate of time-and-one-half (1-1/2) the employee's
13 regular rate for all hours paid in excess of forty (40) hours in the work week. When a bargaining unit
14 member works overtime, compensation for such shall be at one and one-half (1-1/2) times the
15 employee's regular hourly rate as defined by the Fair Labor Standards Act. No overtime shall be
16 worked, unless the employee has received prior approval from his/her supervisor to work the
17 necessary overtime hours.

18 **c.** If an emergency necessitates a bargaining unit member to receive telephone calls at
19 home, and such calls do not result in a need to return to work, the calls shall be logged (with respect
20 to time and issue) and the employee receiving such calls shall be paid either straight time or overtime,
21 as applicable.

22 **d.** Overtime and extra hour scheduling will be a proper topic for discussion at a Unit
23 or Department Labor-Management meeting and procedures adopted shall be posted in each work area
24 where they are applicable. Such scheduling shall be done in accordance with the provisions of
25 Addendum A to this Agreement.

26 **e.** Overtime will be on a voluntary basis except in the case of an emergency when
27 mandatory overtime may be required by the department.

28 **Section 2. Callback.** All bargaining unit members who are called back to work after

1 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.
2 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked
3 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be
4 called out more than once in a twenty-four (24)-hour period.

5 **Section 3. Court Appearances.** Bargaining unit members who are required to “stand by”
6 for court appearances shall be compensated at a rate of fifty percent (50%) of their normal straight
7 time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once
8 notified that the employee must report to court, the standby pay shall cease and the provisions as
9 outlined in Section 2 above shall apply. If the employee is not required to appear in court, a
10 minimum of four (4) hours shall be paid at the standby rate.

11 **Section 4.** In lieu of overtime pay, an employee may request compensatory time off at the
12 rate of time and one half for each hour of overtime that was worked. Compensatory time will be
13 mutually agreed to; provided, however, a maximum of eighty (80) replenishable compensatory time
14 hours may be carried in an employee’s balance at any one time. All remaining compensatory time
15 balances as reported in the pay period that includes December 31st of each calendar year shall be
16 cashed out in that pay period. Employees agree that it would be an undue hardship to request to use
17 compensatory time during a period the unit is below minimum staffing levels and their absence must
18 be covered through calling-in another employee on overtime. In those circumstances where regular
19 staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this scheduling restriction shall
20 not apply.

1 **ARTICLE 15: WAGES**

2 **Section 1. Wages.** The following list is a complete listing of classifications and pay ranges
3 covered by this Agreement; the salary ranges listed below shall be effective January 1, 2015, except
4 for the range adjustments for Corrections Program Specialist and Personal Recognizance Investigator
5 classifications, which shall take effect December 17, 2016:

6 **cba Code: 080**

Union Code(s): D2

Job Class Code	PeopleSoft Job Code	Classification Title	Range
4200100	421106	Administrative Office Assistant	29
4201100	421206	Administrative Specialist I	33
4201200	421310	Administrative Specialist II	37
4201300	421410	Administrative Specialist III	41
5211100	521201	Corrections Program Specialist	57
2252200	226608	Occupational Education and Training Coordinator	55*
6215100	623201	Personal Recognizance Investigator	55
3500200	351202	Recreation Coordinator	49
Pay ranges shall be equivalent to those listed on the King County Squared Table.			
* Employees in the Occupational Education and Training Coordinator classification are currently pursuing a reclassification appeal to the County Personnel Board. At such time as their appeal is complete, the County agrees to re-open to bargain the wages for the involved employees.			

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24 **Section 2. Step Increases.** Employees shall receive within-range increases from one (1) step
25 to the next higher step, upon satisfactory completion of the probationary period and annually
26 thereafter as provided below.

27 **a.** Upon completion of the six (6) months of satisfactory service an employee's salary
28 shall be advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at

1 Step 2, it shall be advanced to the next higher step, upon completion of six (6) months satisfactory
2 performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the
3 appointing authority.

4 **b.** Annual Step Incentive Increases shall be effective the first of January each calendar
5 year.

6 **Section 3. Special Duty Pay.** Employees who are assigned in writing (including by
7 electronic mail) by their supervisor to perform the duties of a higher classification for any period of
8 time, shall receive approximately five percent (5%) additional compensation for all such hours(s)
9 worked.

10 **Section 4. 2015 Wages.** Effective January 1, 2015, employees' rates of pay shall be
11 increased by 2.00% for a Cost-of-Living Allowance (COLA). Retroactive pay shall be provided as a
12 lump sum pursuant to separate Compensation Settlement Agreement.

13 **Section 5. 2016 Increase.** Effective January 1, 2016, employees' rates of pay shall be
14 increased by 2.25% for a Cost-of-Living Allowance (COLA). Retroactive pay shall be provided as a
15 lump sum pursuant to separate Compensation Settlement Agreement.

16 **Section 6.** Employees assigned in writing (including by electronic mail) by their supervisor
17 or administrator to perform training duties will be paid at a rate which is five percent (5%) higher
18 than their regular rate of pay for all hours worked in those capacities.

19 **Section 7.** All Temporary staff will be paid at the first step of the salary schedule of the
20 classification whose duties they are hired to perform.

21 **Section 8.** Employees who are required to be licensed or certified as a condition of
22 employment will have their annual professional fees reimbursed by the Department.

23 **Section 9.** Employees who translate a language in the workplace identified by management
24 as a language for which translation activity is necessary will be paid five hundred dollars (\$500.00)
25 per year. The stipend shall be paid to eligible employees per pay period on a pro-rated basis.
26 Eligible employees shall be required to pass a language proficiency test administered by the County.

27 **ARTICLE 16: JURY DUTY**

28 **Section 1. General.** An employee required by law to serve on jury duty shall continue to

1 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.
2 However, once relieved or dismissed for the day from duty by the court, the employee is required to
3 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.
4 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the
5 employee shall be required to work his/her next regularly scheduled shift which has a starting time of
6 twelve (12) hours or more after dismissal.

7 **Section 2. Notice.** When an employee is notified to serve on jury duty, he/she will inform
8 his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,
9 regarding the dates of absence from regular duties.

10 **Section 3. Fees and Mileage.** The fees, exclusive of mileage, paid by the court for jury duty
11 shall be forwarded to the King County Finance and Business Operations Division of the Department
12 of Executive Services.

13 **ARTICLE 17: REDUCTION IN FORCE**

14 **Section 1. Notice to Union.** The County will notify the Union in writing in advance of any
15 anticipated layoff of a regular employee and will make a good faith attempt to meet and confer with
16 the Union prior to implementation, for the purpose of exploring alternatives to a reduction in force.

17 **Section 2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,
18 employees shall be laid off in accordance with their seniority with first consideration given to job
19 class within the bargaining unit and second consideration given to total consecutive employment
20 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid
21 off. No regular or probationary employee shall be laid off while there is a Temporary employee
22 serving in a position which a regular or probationary employee is qualified to fill.

23 **Section 3. Bumping Rights.** In lieu of layoff, a regular or probationary employee may
24 request a demotion to a position in a lower classification formerly held by the employee being laid off
25 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the
26 employee who is being bumped.

27 **Section 4. Order of Recall.** The names of laid off employees will be placed on a re-
28 employment list in order of seniority at time of layoff. Such list will remain in effect for a period of

1 two (2) years or until all laid off employees are rehired with the County, whichever comes first.

2 **ARTICLE 18: AUTOMOBILE EXPENSE**

3 Bargaining unit members who have been authorized to use their own transportation on County
4 business shall be reimbursed at the rate per mile as established by ordinance of the King County
5 Council. "County business" includes travel between Department facilities during work hours at the
6 direction of management.

7 **ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

8 **Section 1. General.** The parties acknowledge that the training and development of
9 employees is a matter of primary importance.

10 **Section 2. Training Opportunities.** Notice of special schools and training opportunities
11 will be posted and all interested personnel will be allowed to apply for these opportunities prior to
12 any final selection.

13 **Section 3. Education Incentive.**

14 The Employer agrees to reimburse employees for the cost of tuition and books at an
15 accredited institution for pre-approved degree work for any and all (e.g. Associates, Bachelors,
16 Masters, PHD) degrees in criminal justice or public administration. The degree work will be
17 reimbursed provided the employee receives a grade of "C" or better, or a passing grade if taken as
18 pass/fail. These reimbursements shall be subject to the following conditions:

- 19 • The employee must have been employed by the Department for at least one full year
20 prior to the reimbursement request.
- 21 • The individual must be pre-approved for the specific degree program and will only
22 be reimbursed for necessary coursework or credits that are taken after approval.
- 23 • All requests for pre-approval shall be submitted to the Director with copies to the
24 Facility Commander and Finance.
- 25 • Employees partially through a program may submit for pre-approval but shall only
26 be reimbursed for any remaining necessary coursework or credits.
- 27 • All pre-approval requests must be submitted at least 30 calendar days before the
28 start of any coursework subject to reimbursement.

- Annual limit in accordance with IRS regulations (currently \$5,250.00).

Employees may submit for pre-approval for reimbursement as outlined above for degrees or training programs outside of Criminal Justice or Public Administration. This request shall be submitted to a standing panel of three members (two selected by management and one selected by the Union) who shall review the request and make a recommendation to the Director. The Director shall make the final decision. The criteria to determine whether a degree program would be approved for reimbursement shall be whether or not the program has a direct relationship to the employee's work and provides a corresponding benefit to the Department. The request shall be processed in the following manner:

- The pre-approval request must be submitted at least 60 calendar days before the start of any coursework subject to reimbursement.

- The Panel shall convene within 30 calendar days of the request to review the request - including an opportunity to meet with the employee to discuss the merits of their request.

- The Panel shall make their recommendation to the Director in writing with the reasons for the recommendation within 14 calendar days of reviewing the request and shall provide a copy of the recommendation to the employee.

- The Director shall make the final decision within 14 calendar days of receiving the recommendation. This decision shall be in writing and if denied, shall include reasons for the denial. There shall be an annual limit of ten (10) employees who can receive tuition reimbursement during any calendar year.

ARTICLE 20: SAVINGS CLAUSE

Section 1. Violations. If an Article or part of an Article of this Agreement should be decided by a court of competent jurisdiction or by mutual agreement of the employer and the Union to be in violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be affected.

Section 2. Replacement. If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of federal, state, or local law, the parties to this

1 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

2 **Section 3. Compliance.** Should this Agreement or any Section or Article be found not in
3 compliance with federal regulations, and where compliance with such regulations is required as
4 condition for the receipt and expenditure of federal funds, the employer and the Union agree to
5 immediately convene and re-negotiate the Agreement, Section, or Article with such regulations.

6 **ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING**

7 This Agreement is the entire Agreement between the employer and the Union. The parties
8 acknowledge that they have fully bargained with respect to terms and conditions of employment and
9 have settled them for the duration of this Agreement. This Agreement terminates all prior
10 agreements and understandings and concludes all collective bargaining for the duration of this
11 Agreement. Should either party desire to change or modify the terms of this Agreement, the
12 initiating party agrees to contact the other party to obtain approval for such change or modification.
13 All changes or modifications to this written Agreement must be in the form of a Letter of
14 Understanding. Such letters require the signature of an authorized representative of the Union and
15 the Director of the Office of Labor Relations or his/her designee and may require approval by the
16 King County Council.

1 ADDENDUM A

2 Overtime Scheduling Procedures for Local 21-AD

3 The parties hereby agree to the following overtime scheduling procedures for the employees
4 covered by this Agreement:

5 **Section 1. Definitions.** The parties acknowledge that it is the Department's policy to
6 minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as
7 a guarantee of overtime assignments. Eligibility to work overtime shall be determined by the
8 Department.

9 **a. Planned overtime assignments.** Planned overtime assignments consist of all
10 known absences due to vacation, sick leave, training, etc., and all vacant positions assigned to the
11 section but not staffed.

12 **b. Unplanned overtime assignments.** Unplanned overtime assignments consist of
13 needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

14 **c. Mandatory overtime.** Mandatory overtime is overtime required when
15 management determines an emergency exists.

16 **d. Mandatory overtime minimum staffing.** Minimum staffing for the purposes of
17 mandatory overtime is defined as the number of staff needed to address essential/critical functions on
18 a short-term and/or emergent basis.

19 **Section 2. Overtime Scheduling.** An overtime sign-up sheet shall be posted at each facility
20 on or before the 4th and will remain through the 20th of each month, allowing staff members
21 interested in working overtime a chance to indicate the date and shift they will be available to work.
22 These sign-up sheets will be used to fill all known overtime needs for the coming month on a
23 seniority basis. The supervisor(s) shall attempt to post the confirmed overtime schedule three (3)
24 days prior to the end of the month. This posting shall allow for any adjustments that need to be
25 made, prior to the beginning of the new month.

26 The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility
27 that they are willing to work. The list shall be faxed to the other facility on the 21st day of each
28 month.

1 When assigning overtime, the supervisor(s) will make a good faith effort to distribute the
2 overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion
3 in back-filling all known absences, subject to the operational needs of the Department.

4 Once the overtime schedule has been posted, the employee is expected to work as if it is a
5 regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or
6 are late for that assignment, administrative action and/or disciplinary action shall be taken.

7 **Section 3. Planned Overtime Scheduling.**

- 8 a. Planned overtime shall be assigned on a seniority basis;
9 b. Staff shall first be scheduled at the facility to which they are assigned;
10 c. Remaining overtime shifts shall be assigned to available persons from either
11 facility (availability shall be determined via communication between supervisors after the initial
12 overtime assignments have been made).

13 **Section 4. Unplanned Overtime Scheduling.**

14 When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling
15 the position and then check with the volunteers on the sign-up sheet for that day to see if there is
16 someone available and interested. When backfill is needed and there are no volunteers on the sign-up
17 sheet, supervisor(s) will make a reasonable effort to solicit volunteers from available and interested
18 employees.

19 **Section 5. Mandatory Overtime Needs.**

20 The need for mandatory overtime shall normally be determined by the Director (or his/her
21 designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels
22 fall below that which is needed to address essential/critical functions for more than a short period of
23 time. The supervisor(s) shall assess work load and operational needs to determine minimum staffing
24 levels and shall make every effort to ensure that there is at least one (1) person each shift (two (2)
25 staff members splitting a shift is acceptable). In general, supervisors shall extend those on duty to
26 cover the overtime needs.

ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 21AD DEPARTMENT OF ADULT & JUVENILE DETENTION

ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING (AS AMENDED TO EXCLUDE \$500 LUMP SUM COALITION PREMIUM PAYMENT); 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.

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.

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

Washington State Council of County and City Employees, Council 2, Local 21AD - Department of Adult and Juvenile Detention

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 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.

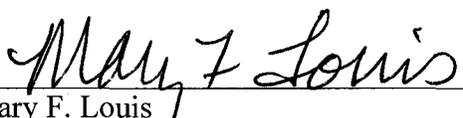
For King County:



Megan Pederson, Interim Director
Office of Labor Relations
King County Executive Office

7.28.16
Date

For Washington State Council of County and City Employees,
Council 2, Local 21AD:



Mary F. Louis
Business Representative

Date

ADDENDUM C

Memorandum of Agreement By and Between King County and

Washington State Council of County and City Employees, Council 2

SUBJECT: Paid Parental Leave - Benefit Pilot for 2016

Introduction:

The parties, King County and the union referenced above, enter into this agreement for the purpose of implementing King County Ordinance 18190, an Ordinance that authorizes a 2016 pilot program of Paid Parental Leave for leave-eligible King County employees. This Agreement is entered into under the authority granted by said Ordinance, which is attached to this Memorandum of Agreement (MOA) as Exhibit 1 and incorporated herein by reference.

Brief Summary of Ordinance 18190:

The 2016 Paid Parental Leave Benefit Pilot (Pilot) provides leave-eligible employees Paid Parental Leave to supplement paid sick leave, vacation leave, executive leave and other forms of paid leave. The Pilot ensures that an employee will receive the equivalent of the employee's salary for up to a total of twelve (12) weeks, when combined with the employee's accrued paid leaves, except for one week of sick leave and one week of vacation leave (or the equivalent for Benefit Time), while on a qualifying approved leave following the birth, adoption or foster-to-adopt placement of a child with the employee ("qualifying event").

Eligible employees are those who have been employed with the County for at least six (6) months of continuous service at the time of the qualifying event. An employee's supplemental Paid Parental Leave benefit would be calculated based on the employee's existing leave accruals at the time of the qualifying event, while permitting the employee to reserve one week of sick leave and one week of vacation leave (or the equivalent for Benefit Time). The duration of the Pilot is from June 1, 2016, through December 31, 2016, expiring on January 1, 2017.

Agreement:

The parties agree that leave-eligible employees, covered by the terms of the collective bargaining agreements (CBAs) for the bargaining unit(s) listed below, are eligible for the 2016 Pilot under the terms included both in this MOA and in Exhibit 1, Ordinance 18190. This includes, but is not limited to, the specific duration, conditions, restrictions, and eligibility requirements provided in each of these two (2) documents. Additionally, the parties acknowledge that the King County Human Resources Division will establish process and documentation requirements for implementation/administration of this Pilot.

The undersigned union has agreed to the King County Code changes whereby Family and Medical Leave (KCFML) will run concurrent to the federal Family and Medical Leave Act (FMLA), as provided by Ordinance 18191, by way of either: 1) the union's signature to the 2015-2016 Coalition Total Compensation Memorandum of Agreement (Document 000U0414_TotalComp_2015-2016; Ordinance 17916), or 2) the union's signature to this MOA.

ADDENDUM C

King County Ordinance 18191, which enacts the KCFML/FMLA concurrency Code changes, is attached as Exhibit 2 and incorporated herein by reference.

The parties further acknowledge that:

This Agreement supersedes any and all CBA provisions or current practices which may conflict with the terms of this MOA or the underlying Ordinances;

While on paid parental leave, employees shall retain and continue to accrue seniority in accordance with the terms specified in the applicable collective bargaining agreement;

All parties have fulfilled their obligation to engage in collective bargaining over the subjects referenced in this Agreement; and

Any dispute regarding the interpretation and/or application of this Agreement shall be resolved through discussion by the parties in Labor/Management Round Table, or if the issue is department specific, in a meeting between the Office of Labor Relations Director or his/her designee and a Union Coalition Co-Chair or his/her designee. A department representative and/or King County Alternative Dispute Resolution (ADR) staff person may also be invited to participate in this discussion. Disputes will under no circumstances be resolved through the CBA, Career Service or Civil Service Rules grievance processes, but will alternatively be resolved through a process that utilizes ADR staff in a manner agreed to by the parties.

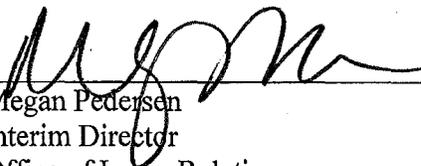
Effective Dates:

This Agreement is effective June 1, 2016. The Pilot (Ordinance 18190) expires on January 1, 2017. The FML King County Code changes (Ordinance 18191) will not expire.

Conclusion:

This MOA, along with the Ordinances referenced herein, constitutes the full and final agreement between the parties on the topic of the Paid Parental Leave Benefit Pilot. The terms of this Agreement may not be changed, modified or continued beyond the expiration date without the express written authorization (and ratification as may be required) of the parties.

For King County:



Megan Pedersen
Interim Director
Office of Labor Relations
King County Executive Office

ADDENDUM C
Memorandum of Agreement
By and Between
King County
and
Washington State Council of County and City Employees, Council 2

SUBJECT: Paid Parental Leave Pilot Benefit for 2016

Labor Organization: Washington State Council of County and City Employees, Council 2

cba code	Labor Organization	Contract
080	WSCCCE, Council 2, Local 21AD	Department of Adult & Juvenile Detention

For Washington State Council of County and City Employees,
Council 2, Local 21AD:

Mary L. Louis

Mary L. Louis
Staff Representative

6/15/16

Date

1

Sept. 13, 2016

nw

Sponsor: Gossett

Proposed No.: 2016-0408

1 **AMENDMENT TO PROPOSED ORDINANCE 2016-0408, VERSION 1**

2 On Attachment A, delete the page numbered “Page 24” and insert in its place the
3 document labeled “Replacement for Page 24, dated September 8, 2016”, which is
4 attached to this amendment.

5 ***EFFECT: To correct a technical error in the preparation of Attachment A, the***
6 ***amendment inserts, on line 13 of page 24, after “all hours paid”, the following: “(with***
7 ***the exception of sick leave hours which shall not be counted toward overtime***
8 ***eligibility)”. Attachment A is otherwise unchanged by the amendment.***

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1 such assignment will be posted in a public place. All interested bargaining unit members shall be
2 given the opportunity to apply for the special assignment regardless of work location, shift, or job
3 assignment. In selecting unit members for such assignments, management will consider, among
4 other factors, including each member's qualifications, the desirability for all members to have an
5 opportunity to work special assignments.

6 **ARTICLE 14: OVERTIME AND CALLBACK**

9-8-16
Mary F. Jones

7 **Section 1. Overtime.**

8 **a. Overtime Definition.** Overtime is that work outside an employee's normal work
9 shift which is directed by management. The parties acknowledge that it is the Department's policy to
10 minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a
11 guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

12 **b.** Employees shall be paid at the rate of time-and-one-half (1-1/2)) the employee's
13 regular rate for all hours paid (with the exception of sick leave hours which shall not be counted
14 toward overtime eligibility) in excess of forty (40) hours in the work week. When a bargaining unit
15 member works overtime, compensation for such shall be at one and one-half (1-1/2) times the
16 employee's regular hourly rate as defined by the Fair Labor Standards Act. No overtime shall be
17 worked, unless the employee has received prior approval from his/her supervisor to work the
18 necessary overtime hours.

19 **c.** If an emergency necessitates a bargaining unit member to receive telephone calls at
20 home, and such calls do not result in a need to return to work, the calls shall be logged (with respect
21 to time and issue) and the employee receiving such calls shall be paid either straight time or overtime,
22 as applicable.

23 **d.** Overtime and extra hour scheduling will be a proper topic for discussion at a Unit
24 or Department Labor-Management meeting and procedures adopted shall be posted in each work area
25 where they are applicable. Such scheduling shall be done in accordance with the provisions of
26 Addendum A to this Agreement.

27 **e.** Overtime will be on a voluntary basis except in the case of an emergency when
28 mandatory overtime may be required by the department.

Section 2. Callback. All bargaining unit members who are called back to work after

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Class Summary

The responsibilities of this classification include properly classifying and managing inmate populations in order to provide for the safety and security of those who live and work in the King County Correctional Facility.

Distinguishing Characteristics

This is a single-level classification in that there are no other classifications which perform highly specialized work in a correctional facility.

It is distinguished from Corrections Officer and Corrections Sergeant classifications by its focus on screening and classifying inmates.

Examples of Duties (May vary by position)

1. Screen inmates to determine placement in the facility by evaluating safety to staff and other residents; assess risk to the community if inmate is placed into community program.
2. Identify inmates with special needs for medical or psychiatric assistance.
3. Review and determine appropriateness of inmate transfers by non-classification staff within the time limits set by federal court.
4. Review all inmates for life-safety issues.
5. Continuously review inmate population for medical and psychiatric problems, changes in charge status, behavior and compatibility problems, and inmate worker status and program placement.
6. Identify problematic inmate behavior and develop behavior management plans.
7. Respond to need for intervention in inmate crisis situations.
8. Conduct, adjudicate and complete disciplinary hearings, ensuring due process.
9. Conduct Administrative Segregation Hearings to determine whether inmate needs to be isolated in a manner that complies with federal and Washington State institutional standards.
10. Perform other duties as assigned.

Knowledge/Skills (May vary by position)

Knowledge of criminal justice system and applicable city, state and federal laws and statutes

Knowledge of basic interviewing techniques

Knowledge of diverse inmate populations

Knowledge of effective oral and written communications

Knowledge of basic computer and typing techniques

Knowledge of infectious diseases

Skill in preparing written documentation

Skill in communicating with hostile and aggressive individuals

Licensing, Certification and Other Requirements

Must successfully complete Washington State Corrections Adult Services Academy course before completion of probationary period

CPR and basic first aid

Additional licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation	Non-Exempt
Levels within same series	None
Class History	Created 11/1996
	Updated 2/2003
	Updated 12/2007 Changed font and format



Class Summary

The responsibilities of this classification include investigating and assessing whether arrested and charged persons are likely to flee or be a danger to the community and to release those determined eligible.

Distinguishing Characteristics

This is a single-level classification and is distinguished from other similar classifications, such as Forensic Counselor and Juvenile Probation Counselor, in that the incumbent is not required to possess the specialized knowledge and skills required by those classifications.

Examples of Duties (May vary by position)

1. Decide whether to release defendants pending court appearance by determining reliability and danger to community and releasing appropriate defendants before judicial review with a pending court date.
2. Interview arrested individuals booked in custody and obtain personal histories such as criminal, drug abuse, mental health problems, addresses and references.
3. Explain jail and the criminal justice system process to clients, references and victims.
4. Identify critical domestic violence cases, gather pertinent information relevant to danger to victims and contact judge regarding bail.
5. Contact references provided, law enforcement agencies, parole/probation officers, victims, attorneys and others for input or verification purposes.
6. Provide crisis intervention, referrals and information to domestic violence/violent offense victims; determine if a no-contact order should be issued/ordered; and explain and issue orders to offenders.
7. Make drug, mental health or community treatment recommendations on marginal release candidates.
8. Refer clients and families to community treatment options.
9. Research defendant's criminal history by utilizing various criminal justice files such as jail booking history, prosecutor's files and juvenile record.
10. Interpret and resolve interagency problems to intervene, coordinate and assist in legal progress of client case flow.
11. Make recommendation to court based upon information obtained from investigation and interviews, and write concise reports based upon information obtained, justifying the release or denial of release of defendants.
12. Perform other duties as assigned.

Knowledge/Skills (May vary by position)

Knowledge of criminal justice system

Knowledge of application of court rules, procedures and applicable laws

Knowledge of human behavior, specifically the criminal personality

Knowledge of cultural diversity
 Knowledge of community resources
 Knowledge of victimology/domestic violence theory
 Skill in identifying and referring defendants who abuse or have been abused, have substance abuse problems, depression, and/or mental, learning or social problems
 Communication skills (oral and written)
 Skill in interviewing and intervention techniques
 Skill in handling crisis situations and hostile individuals
 Skill in functioning well under time pressure
 Skill in performing legal research
 Skill in planning and prioritizing work/time management

Licensing/Certification Requirements

Washington State Driver’s License
 Some licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation	Non-exempt
Levels within same series	None
Class History	Created 11/1996 Updated 2/2003 Updated 8/2007 Changed font and format



Class Summary

The responsibilities of this classification include ensuring the safety and welfare of inmates in a detention facility. These responsibilities include, but are not limited to, inmate booking, housing, monitoring inmates in a minimum to maximum security facility, transportation, and release activities including security.

Distinguishing Characteristics

This is the first level within a four-level Corrections Officer classification series. This classification is distinguished from the Corrections Sergeant in that this classification is primarily responsible for inmate safety and security.

Examples of Duties (May vary by position)

1. Conduct inmate receiving which may include a body search, booking, release and transfer functions, intake and issue of personal property; collect inmate signatures and review legal documents.
2. Instruct inmates on detention rules and regulations.
3. Monitor video terminals and operate control panels to maintain perimeter security, control elevators and control the movement of inmates and authorized staff.
4. Observe inmate housing area via monitors and operate control panels to maintain security and control movement in the housing area.
5. Maintain security and control of inmates and detention facility.
6. Escort inmates to and from various locations within and outside of the detention facility.
7. Respond to emergency situations and take appropriate action to restrain an inmate(s), using lethal and/or non-lethal physical force as necessary.
8. Prepare inmate infraction reports.
9. Perform other duties as assigned.

Knowledge/Skills (May vary by position)

Knowledge of the principles and practices of modern law enforcement operations, security and correctional standards, and administration of security standards

Knowledge of legal terminology, criminal and correctional law regarding detention, arrest procedures, use of force, search and seizure, rules of evidence and court proceedings

Knowledge of the instruments and equipment used in crime prevention, detention and law enforcement tactics used in maintaining order in a correctional facility and the inmates who reside within the facility

Knowledge of basic mathematical calculations

Communications (oral and written) skills

Skill in working under stressful conditions and having contact with aggressive and/or confrontational individuals

Skill in handling emergency situations in a quick and decisive manner

Analytical skill in determining when lethal and/or non-lethal physical force should be used to restrain an inmate

Skill in handling a number of tasks simultaneously

Skill in identifying potentially dangerous situations and ability to take appropriate action

Licensing, Certification and Other Requirements

A valid Washington State Driver's license is required.

Corrections Officer Training Academy certificate

Must pass a background check

May be gun qualified, depending on assignment

Must be able to obtain and maintain CPR and first aid certificate

Additional licenses, certifications and other requirements determined to be necessary to meet the business needs of the employing unit may be required.

FLSA Designation

Non-Exempt

Levels within same series

Corrections Officer, Sergeant and Captain

Class History

Created 5/2004

Updated 4/2005

Updated 12/2007 Changed font and format



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Washington State Council of County and City Employees, Council 2, Local 21AD (Department of Adult and Juvenile Detention)
Labor Negotiator
David Topaz

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Consistency</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	N/A

<i>Six Point Summary of changes to the attached agreement:</i>
1. Addresses wage compression by adjusting "Corrections Program Specialist" and "Personal Recognizance Investigator" classifications up two ranges, effective 12/17/16.
2. Wage adjustments consistent with "Total Compensation" with the King County Coalition of Unions, 2.0% in 2015 and 2.25% in 2016.
3. Contributes to consistency as agreement includes King County Family Medical Leave/Family Medical Leave Act concurrency.
4. Union will join negotiations for "Total Compensation" with the King County Coalition of Unions for 2017/2018 biennium.
5. Amends Educational Reimbursement language to be consistent with other Department of Adult and Juvenile Detention units, and reduce cost exposure, and follows Internal Revenue Service's guidelines.
6. Union agrees to accept Paid Parental Leave via attached memorandum of agreement.

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August 9, 2016

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

Dear Councilmember McDermott:

The enclosed ordinance, if approved, will ratify the Washington State Council of County and City Employees, Council 2, Local 21AD (Department of Adult and Juvenile Detention) collective bargaining agreement for the period of January 1, 2015, through December 31, 2016, which will enable King County to continue to provide outstanding jail management services, and maintain alternatives to secure detention. This agreement covers 45 employees in the Department of Adult and Juvenile Detention.

These employees include “Corrections Program Specialists” who help manage the inmate population and mitigate liability to the County through innovative processes of conflict resolution. There are also several administrative professionals in this unit who assist intake and assignment procedures to ensure only those most applicable must serve time in jail. These employees work tirelessly to provide inmate programming and services that keep the detention facilities functioning well.

The “Corrections Program Specialist” and “Personal Recognizance Investigator” positions have been generally considered lateral promotional positions within the Department of Adult and Juvenile Detention, and as such have seen their wages suffer in comparison to the “Corrections Officers” and “Sergeants” who have gone to interest arbitration. To mitigate that, this agreement adjusts their wage ranges up two ranges for each classification effective the last full pay period of 2016. With this agreement, this bargaining unit also is agreeing to King County Family Medical Leave/Family Medical Leave Act concurrency. They are also joining the Total Compensation negotiations with the King County Coalition of Unions for 2017 and 2018, who are committed to working with the County to maintain sustainability into the next biennium.

The Honorable Joe McDermott
August 9, 2016
Page 2

This agreement contains significant improvements in efficiency, accountability and productivity for the County by maintaining the skilled workforce required to maintain professional operations in the jails, and reducing liability to the County in managing the inmate population in compliance with all local, state and federal regulations.

This legislation furthers the goals of the County's Strategic Plan by helping to develop and retain quality employees, and to recruit talented new employees. It also helps to keep the County's cost of doing business sustainable.

The wage settlement for 2015 and 2016 is consistent with the Total Compensation Coalition of Unions memorandum of agreement, with 2.0% retroactive to January 1, 2015, and 2.25% retroactive to January 1, 2016.

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

Thank you for your consideration of this ordinance. This important legislation will help King County residents by ensuring a full complement of professional civilian employees in the jail who are responsible to manage the inmate population, reduce the need for incarceration, and protect the liability of the County by effectively and efficiently adhering to all required regulations.

If you have questions, please contact Megan Pedersen, Interim Director, Office of Labor Relations, at 206-263-2898.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Carolyn Busch, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Megan Pedersen, Interim Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Washington State Council of County and City Employees, Council 2, Local 21AD (Department of Adult and Juvenile Detention)		
Effective Date:	1/1/2015 – 12/31/2016		
Affected Agency and/or Agencies:	Department of Adult and Juvenile Detention		
Note Prepared by:	Jim Swails, Labor Analyst, Office of Labor Relations	Phone: 263-1969	
Department Sign Off:	Pat Presson, Chief Financial Officer, DAJD	Phone: 477-2350	
Note Reviewed by: Supplemental Required?	Jo Anne Fox, Budget Analyst		Phone: 263-9696
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>		

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2014 Base	2015	2016	2017 (Roll In)
General Fund	10	DAJD	\$ 4,422,517	\$ 88,450	\$ 101,497	\$ 194,844
<i>TOTAL: Increase FM previous year</i>				\$ 88,450	\$ 101,497	\$ 194,844
<i>TOTAL: Cumulative</i>					\$ 189,947	\$ 384,791

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2014 Base	2015	2016	2017 (Roll In)
Salaries			\$ 3,210,279	\$ 64,206	\$ 73,676	\$ 139,148
OT			\$ 511,439	\$ 10,229	\$ 11,738	\$ 24,821
PERS & FICA			\$ 700,799	\$ 14,015	\$ 16,083	\$ 30,875
TOTAL			\$ 4,422,517			
<i>TOTAL: Increase FM previous year</i>				\$ 88,450	\$ 101,497	\$ 194,844
<i>TOTAL: Cumulative</i>					\$ 189,947	\$ 384,791

ASSUMPTIONS:

Assumptions used in expenditure forecast include:	
1. Contract Period(s):	1/1/2015 – 12/31/2016
2. Wage Adjustments/Effective Dates:	
COLA:	1/1/2015 - 2.00%
	1/1/2016 - 2.25%
Lump Sum Payment:	None
3. Other Wage-Related Factors:	
PERS/FICA:	18.83%
Overtime:	Forecast based on 2015 OT actuals.
4. Other Cost Factors:	
	Modifies Acting/Special Duty Pay from hours worked in excess of 8, to all hours worked. Forecast cost di minimis.
	Provides two range pay increase effective December 17, 2016 for Corrections Program Specialist (R55 to R57) and Personal Recognizance Investigator (R53 to R55) classifications. The effective date of the increase rolls the additional \$194,844 cost into CY2017, and next budget cycle.
	Modifies Educational Incentive reimbursements by clarifying/specifying preapproval processes and qualifying coursework; limits annual reimbursements to IRS cap; and limits to ten (10) the number of employees receiving reimbursements in any calendar year. Forecast cost di minimis.

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King County

Law and Justice Committee

STAFF REPORT

Agenda Item:	7	Name:	Lise Kaye
Proposed No.:	2016-0394	Date:	September 13, 2016

SUBJECT:

A MOTION approving the King County Emergency Management Accreditation Program Progress Report in response to a proviso in the 2015/2016 Biennial Budget Ordinance.

SUMMARY:

Motion 2016-0394 would approve a King County Emergency Management Accreditation Program Progress Report in response to a Council budget proviso. This is the first of two progress reports meant to update the Council on the budget for, and major milestones toward, accreditation of King County’s Office of Emergency Management by the Emergency Management Accreditation Program. Striking amendment 1 would approve a revised Progress Report that provides additional information about budget and expenditures related to the accreditation effort and makes technical corrections to code citations and spelling.

BACKGROUND

The Office of Emergency Management (OEM) of the Department of Executive Services works with cities, special purpose districts, state and federal emergency management agencies, private sector partners, non-profit agencies, and the community to plan for disaster mitigation, preparedness, response and recovery. In addition to coordinating the County's local emergency management responsibilities, the council enacted Ordinance 17075 in November 2011 that formally establishes the office’s leadership role in regional emergency planning and response:

“... to provide for the effective direction, control and coordination of county government emergency services functional units, to coordinate with other governments and the private, nongovernmental sector, in compliance with a state approved comprehensive emergency management plan and to serve as the coordinating entity for cities, county governmental departments, and other appropriate agencies during incidents and events of regional significance.”

In addition, the Justice and Safety Goal of King County's Strategic Plan includes the following objective and strategies:

“Objective 4. Decrease damage or harm in the event of a regional crisis.

“a. Undertake regional emergency planning and preparedness activities, including education and coordination

“b. Coordinate and provide direct response to crises such as communicable disease outbreaks, floods, earthquakes, severe weather events, and homeland security threats.”

Emergency Management Budget Provisos. In 2014, the Law, Justice, Health and Human Services Committee (LJHHS) conducted a comprehensive review of the county's emergency management and preparedness plans. The Council subsequently included a proviso¹ in the 2015-16 biennial budget, which called for transmittal of an emergency management program self-assessment and a proposed work program by August 1, 2015 to achieve accreditation of the program through the Emergency Management Accreditation Program (EMAP). The Executive subsequently requested that Council amend the proviso requirements and deadline so as to align the program self-assessment with the EMAP process. Council revised the proviso to require two progress reports on the accreditation process, with the first report due May 1, 2016.² Council subsequently revised the first deadline to July 31, 2016 to accommodate OEM's participation in the Cascadia Rising exercise.³ The revised proviso is shown below:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits two progress reports on accreditation of the King County emergency management program and motions that approve the reports and the motions are passed by the council. The motions shall reference the subject matter, the proviso's ordinance, ordinance section and proviso number in both the title and body of the motion. Upon the passage of each motion, \$50,000 is released for expenditure.

The reports shall include, but not be limited to the following:

A. A work program to achieve accreditation from the Emergency Management Accreditation Program of King County's emergency management program by December 2018, including:

- 1. A schedule with major milestones;*
- 2. A budget; and*
- 3. A funding source;*

B. Actual and projected completion of major milestones toward accreditation; and
C. Actual and projected expenditures relative to the accreditation budget.

The executive must file the first report and motion required by this proviso by July 31, 2016, and the second report and motion required by this proviso by December 1, 2016...

¹ Ordinance 17941

² Ordinance 18239, Section 8, Proviso P1

³ Ordinance 18319, Section 6, Proviso P1

Accreditation and Self-Assessment. Accreditation through the Emergency Management Accreditation Program (EMAP) requires an emergency management program self-assessment in accordance with defined emergency management standards. An online assessment tool documents proof of compliance, and all documentation must be submitted to EMAP as a formal application for accreditation. EMAP staff then review the submitted material to determine the program's readiness for a formal, on-site assessment visit. In November 2015, Executive staff reported the following planned milestones for the accreditation process:

December 2016:	Complete self-assessment
December 2016/January 2017:	EMAP on-site assessment
April 2017:	Determination of Accreditation
December 2017:	Complete additional documentation, if needed

ANALYSIS

Proviso Requirements. Motion 2016-0394 would approve the King County Emergency Management Accreditation Program Progress Report in response to Council’s budget proviso. The proviso requires the Progress Report to include

- a schedule with major milestones,
- a budget and funding source, actual and projected completion of major milestones toward accreditation, and
- actual and projected expenditures relative to the accreditation budget.

Proviso Response. The report identifies major milestones as shown below and notes that proof of compliance for the Regional Hazard Mitigation Plan was extended to September 2016 and for the Hazard Identification Risk Assessment and Consequence Analysis to October 2016.

Milestone	Target Date	Projected Completion
EMAP Kick-off	Nov-15	
Team Meetings Begin	Dec-15	
Gaps Identified	Dec 2015 – June 2016	
Proofs of Compliance Completed	June – July 2016	October 2016
Peer Review	Aug-16	
Internal Assessor Review	Sep-16	
Finalize Proofs of Compliance	Oct-16	
Prepare for Site Visit	Dec-16	
Formal Accreditation Review and Site Visit	Early 2017 (tentative)	

Projected Budget. The report as initially transmitted did not explicitly identify an initial budget and funding source or actual and projected expenditures relative to the accreditation budget. The Executive has since provided a revised report that includes the additional budget documentation required by the proviso, including the following table:

Projected Budget				
	2016 Actuals through 7/31/16	2016	2017	Total
General Fund	\$152,095	\$260,734	\$67,191	\$480,019
Federal Grant Fund	\$69,363	\$118,907	\$57,879	\$246,149
Total Projected Budget				\$726,168

This table shows that the total projected budget for the accreditation process is \$726,168, which reflects staff time for one full-time project manager and the “substantial engagement” of more than 12 staff members. That staff time is funded through the General Fund (\$480,019) and federal grants (\$246,149). As of July 31, 2016, the project had expended approximately 30% of the projected budget, with anticipated expenditure of approximately 82% of the projected budget by the end of 2016.

Amendment to Accept Revised Report. Council staff have prepared an amendment that would accept the revised report. The amendment also makes a number of technical corrections to citations and typographical errors.

AMENDMENTS

Striking amendment 1 would approve a revised progress report that provides additional information about budget and expenditures related to the accreditation effort and makes technical corrections to code citations and spelling.

Title amendment 1 would align the title with the striking amendment.

INVITED

1. Walt Hubbard, Director, Office of Emergency Management
2. Jody Miller, Deputy Director, Office of Emergency Management

ATTACHMENTS

1. Proposed Motion 2016-0394 and attachment
2. Transmittal Letter
3. Striking Amendment 1 and attachment
4. Title Amendment T1



KING COUNTY

ATTACHMENT 1

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

September 12, 2016

Motion

Proposed No. 2016-0394.1

Sponsors Lambert

1 A MOTION approving the King County Emergency
2 Management Accreditation Program Progress Report in
3 response to the 2015/2016 Biennial Budget Ordinance,
4 Ordinance 17941, Section 23, as amended by Ordinance
5 18239, Section 8, Proviso P1.

6 WHEREAS, the 2015/2016 Biennial Budget Ordinance, Ordinance 17941,
7 Section 23, as amended by Ordinance 18239, Section 8, Proviso P1, states that \$100,000
8 of the appropriation for the office of emergency management shall not be expended or
9 encumbered until the executive transmits two progress reports on the accreditation of the
10 King County emergency management program and motions that approve the reports are
11 passed by council, and

12 WHEREAS, upon the passage of each motion, \$50,000 is to be released for
13 expenditure, and

14 WHEREAS, the King County executive hereby transmits to the council the first
15 King County Emergency Management Accreditation Program Progress Report and by this
16 motion seeks its approval, and

17 WHEREAS, the King County Emergency Management Accreditation Program
18 Progress Report is submitted by the office of emergency management to fulfill its proviso
19 obligations;

20 NOW, THEREFORE, BE IT MOVED by the Council of King County:

21 The accreditation of the King County emergency management program progress

22 report, Attachment A to this motion, is hereby approved.

23

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. King County Emergency Management Accreditation Program Progress Report

King County Office of Emergency Management

**King County Emergency Management Accreditation Program
Progress Report**

**As Requested By:
The King County Council
Ordinance 18239**

Office of Emergency Management
Department of Executive Services

July 29, 2016

Contents

Introduction 3

Emergency Management Accreditation Program Work Plan 4
Revised Team Structure and Work Plan

Initial Challenges and Successes 6

Budget Impacts 7

Conclusion/ Progress Update 7

Appendix A – EMAP Progress Tracking Matrix

Introduction

In 2014, the King County Council enacted a proviso requiring an emergency management program self-assessment and a proposed work plan to achieve accreditation of the program under the auspices of the internationally recognized Emergency Management Accreditation Program.

The 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 23, Proviso P1, related to the Office of Emergency Management stated that \$100,000 shall not be expended or encumbered until the executive transmits a King County emergency management program self-assessment and a proposed work program to achieve accreditation of the program and a motion that accepts the report and the motion is passed by the council.

Specifically, the proviso required a report that addressed the following:

- 1) An evaluation developed in collaboration with the Emergency Management Advisory Committee (EMAC) assessing King County's ability to meet its major local and regional emergency management responsibilities and grant requirements, including the following subject areas:
 - a) Prevention;
 - b) Planning;
 - c) Resource management and logistics, including volunteer and donations management;
 - d) Mutual aid agreements
 - e) Communications and warning;
 - f) Emergency operations center functions;
 - g) Training and exercise;
 - h) Public information;
 - i) Public education; and
 - j) Administration and financial requirements.
- 2) A description of the self-assessment process;
- 3) A copy of the self-assessment tool;
- 4) Findings of the self-assessment;
- 5) The Emergency Management Advisory Committee's comments on drafts of the following work products: project scope; preliminary findings; and final report; and
- 6) A proposed work program to achieve accreditation from the Emergency Management Accreditation Program of King County's emergency management program by December 2018, including:
 - a) A schedule with major milestones;
 - b) A proposed budget; and
 - c) A funding source.

The “2015/2016 Budget Proviso Report: Program Self-Assessment and Accreditation Workplan” was transmitted to the King County Council on July 31, 2015. The initial proviso report described what the Emergency Management Accreditation Program is, the various steps required to qualify for accreditation, and it’s associated Standard. In addition, the report detailed how the King County Office of Emergency Management proposed to conduct a tiered self-assessment process in order to qualify for accreditation and the initial findings of its baseline assessment.

On February 22, 2016 the King County Council passed Ordinance 18239 requiring the transmission of two progress report on the efforts to achieve EMAP accreditation. This proviso report update is the first of those two reports. It describes the Emergency Management Accreditation Program work plan, initial challenges and successes, progress update and next steps to qualify for accreditation.

Emergency Management Accreditation Program Work Plan

The proposed and initially instituted Emergency Management Accreditation Program (EMAP) work plan included the following major milestones:

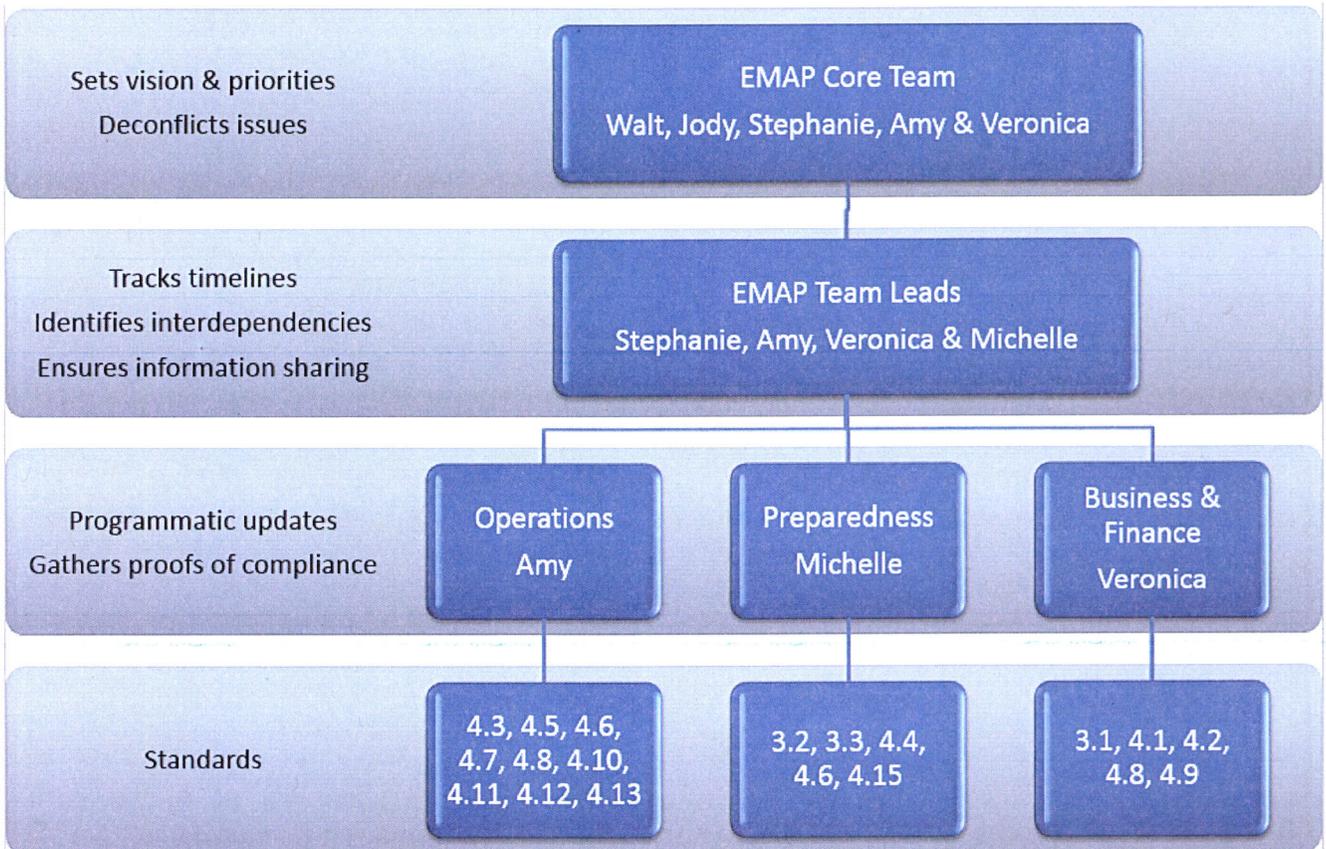


The preliminary baseline assessment and proposed work plan was presented to the King County Office of Emergency Management (KCOEM) staff on April 7, 2015 and to the Emergency Management Advisory Committee (EMAC) on May 12, 2015.

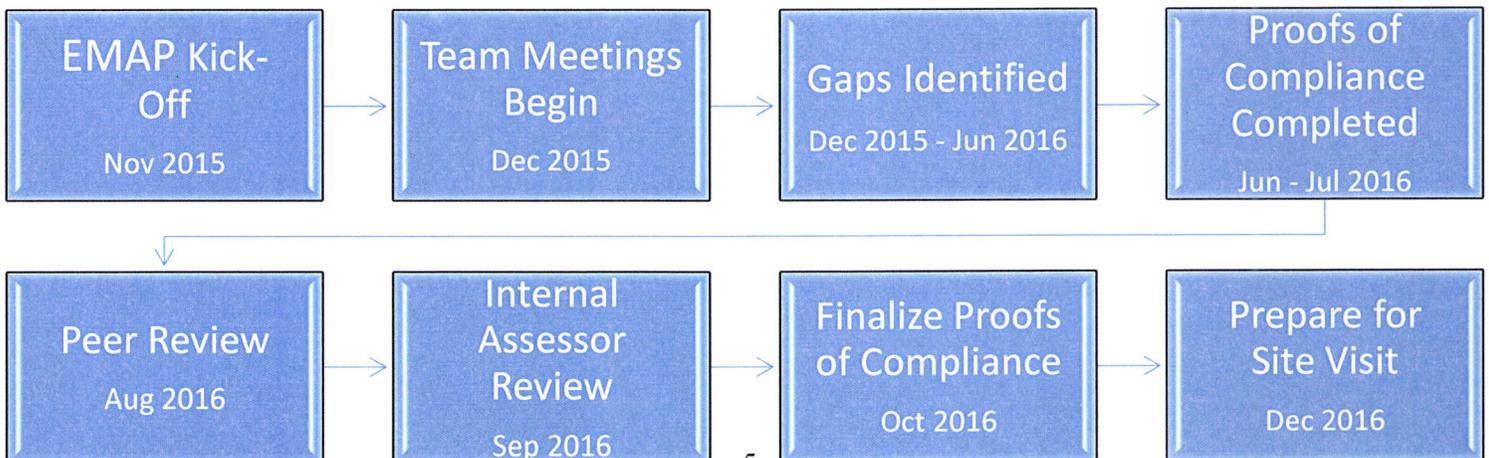
Standard specific teams were identified and work began to review the baseline assessment for each standard. Standard Leads conducted programmatic assessments and identified potential proofs of compliance concurrently through the summer and fall of 2015. However during this time, it became apparent that the multitude of interdependencies amongst the 64 standards required a more integrated and collaborative team structure and work plan to support project efforts. A revised work plan was developed and launched in November 2015.

Revised Team Structure and Work Plan

The robust, tiered organizational structure, provided below, was created to coordinate and align efforts, identify and track interdependencies, streamline information sharing, set priorities and de-conflict issues. By grouping individual standards into three larger teams, programmatic interdependencies can be addressed comprehensively.



Major milestones and preliminary timeline for the revised EMAP work plan include:



Initial Challenges and Successes

1. Challenges

- a. While the revised EMAP work plan timeline accommodates updates for almost all formally adopted plan reviews, it does not align with the progress reporting timeline established within the Regional Hazard Mitigation Plan (RHMP). Since all other EMAP standard elements have been met by the RHMP, a timeline adjustment was approved by the Core Team to extend the proof of compliance completion deadline to September 2016.
- b. KCOEM conducted a Request for Proposals and contract negotiation for a new Emergency Notification System (ENS). This process proved to be significantly more time consuming and labor intensive than anticipated. As a result, the Program Manager leading the ENS effort was unable to devote the necessary time toward his assigned EMAP Standards until the new system was officially launched.

2. Challenges and Successes

- a. The Hazard Identification Risk Assessment (HIRA) and Consequence Analysis Standard is a cornerstone standard within EMAP, resulting in extensive interdependencies with other standards. Initially, the magnitude of those interdependencies proved to be a challenge as alignment issues between standards were identified. However, as the gap analysis and corrective actions were conducted, updating the HIRA proved to be a great success for both accreditation preparation and the Emergency Management Program as a whole. KCOEM is coordinating extensive collaboration with threat and hazard Subject Matter Experts and regional stakeholders to produce a comprehensive and detailed HIRA. In recognition of the time-consuming nature and the dependence on external stakeholder engagement of this effort, a timeline adjustment was approved by the Core Team to extend the proof of compliance completion deadline to October 2016.
- b. The Cascadia Rising 2016 functional exercise conducted from June 7-10, 2016, required a significant amount of staff time in the exercise design, training, and conduct of the four day exercise. Every member of the staff participated in the exercise and 30% of the staff were involved in the design and development at the local, regional and statewide levels. While this crucial effort did detract from staff engagement in the assessment of several standards, it also served as an excellent opportunity to test and validate a variety of plans and procedures for EMAP accreditation. During the exercise, KCOEM was able to test its Comprehensive Emergency Management Plan (CEMP), draft Emergency Coordination Center (ECC) Plan, just-in-time training materials and Section Guides, Duty Officer Procedures, and Alternate ECC procedures.

Successes

- c. Regional stakeholder engagement has proved to be a major success throughout the entire assessment process and several of associated review and update. Several planning efforts will be highlighted for the EMAP on-site assessment team to include the Homeland Security Region 6 Strategic Plan update, the RHMP update, the HIRA update, and the Joint Information Center/Joint Information System program.

Budget

KCOEM has committed significant resources in support of the EMAP effort, including the assignment of a full-time project manager and substantial engagement of more than a dozen staff members on a regular basis. The commitment is far in excess of the original proviso's commitment of \$100,000 contained within the 2015/2016 Biennial Budget. Staffing and other costs to achieve accreditation come, therefore, at the expense of the Office's regular emergency management service activities (i.e. training, public outreach, communications, etc.). While it is important to note the real and significant impacts of this project, KCOEM sees the future benefit that accreditation will bring to our efforts in terms of enhanced services, in every aspect of our mission, as being well worth the initial investment of this effort.

Conclusion/Progress Update

KCOEM is on track to meet all requirements for submission of our program to EMAP for a formal accreditation review and site visit, tentatively scheduled for early 2017. Despite some early organizational challenges, KCOEM has developed an aggressive and efficient strategy for completion of the assessment process that has engaged every level of the organization.

All necessary Proofs of Compliance have been identified for each standard. Significant progress has been made toward the assessment, completion and compilation of those Proofs of Compliance. The EMAP Progress Tracking Matrix, Appendix A, provides a percentage of completion by standard.

Standard	Title	Profits of Compliance Identified	Percent Completion	Peer Review (Aug)	Internal Assessor Review (Oct)	Proofs Finalized (Oct)	Entered in Online Tool (Dec)
3.1 Admin, Plans & Eval			66				
3.1.1		100	75				
3.1.2		100	50				
3.2 Coordination			100				
3.2.1		100	100				
3.2.2		100	100				
3.3 Advisory Committee			75				
3.3.1		100	65				
3.3.2		100	75				
4.1 Admin & Finance			75				
4.1.1		100	75				
4.1.2		100	75				
4.2 Laws & Authorities			66				
4.2.1		100	75				
4.2.2		100	50				
4.3 Hazard Id, Risk Assessment & Consequence Analysis			25				
4.3.1		100	50				
4.3.2		100	25				
4.4 Hazard Mitigation			90				
4.4.1		100	100				
4.4.2		100	100				
4.4.3		100	100				
4.4.4		100	100				
4.4.5		100	75				
4.5 Prevention			35				

**EMAP Tracking Matrix
7/29/16**

4.5.1		100	50			
4.5.2		100	25			
4.5.3		100	25			
4.6 Operational Planning			40			
4.6.1		100	75			
4.6.2		100	45			
	CEMP	100	45			
	Recovery	100	100			
	COOP	100	0			
	COG	100	0			
4.6.3		100	35			
4.6.4		100	75			
4.6.5		100	30			
	COOP	100	30			
	COG	100	30			
4.6.6		100	30			
4.7 Incident Management			60			
4.7.1		100	75			
4.7.2		100	75			
4.7.3		100	50			
4.7.4		100	50			
4.7.5		100	25			
4.8 Resource Management & Logistics			25			
4.8.1		100	25			
4.8.2		100	25			
4.8.3		100	25			
4.8.4		100	25			
4.8.5		100	25			
4.8.6		100	25			
4.9 Mutual Aid			50			
4.9.1		100	75			
4.9.2		100	25			
4.10 Communications & Warning			50			

EMAP Tracking Matrix
7/29/16

4.10.1	100	50			
4.10.2	100	50			
4.10.3	100	50			
4.10.4	100	50			
4.10.5	100	50			
4.10.6	100	50			
4.10.7	100	50			
4.11 Operations and Procedures		60			
4.11.1	100	50			
4.11.2	100	50			
4.11.3	100	75			
4.11.4	100	50			
4.12 Facilities		75			
4.12.1	100	100			
4.12.2	100	66			
4.13 Training		66			
4.13.1	100	75			
4.13.2	100	75			
4.13.3	100	50			
4.13.4	100	50			
4.14 Exercises, Evals & Corrective Actions		50			
4.14.1	100	50			
4.14.2	100	50			
4.14.3	100	50			
4.15 Crisis Communication, Pub Ed & Info		90			
4.15.1	100	90			
4.15.2	100	85			
4.15.3	100	100			
4.15.4	100	100			
4.15.5	100	80			

July 29, 2016

The Honorable Joe McDermott
Chair, King County Council
Room 1200
COURTHOUSE

Dear Councilmember McDermott:

I am pleased to transmit the *King County Emergency Management Accreditation Program Progress Report* in response to a proviso in Council Ordinance 18239, Section 8, calling on the King County Office of Emergency Management to present progress reports on its work program to achieve accreditation. This is the first of two progress reports requested under the ordinance.

The accreditation review will be conducted by the independent Emergency Management Accreditation Program (EMAP) – internationally recognized for its success in promoting excellence and accountability in emergency management and homeland security.

This progress report describes what steps have been taken to date to qualify for accreditation. Of particular interest is a comprehensive program self-assessment that King County Office of Emergency Management is currently conducting. The process is already spurring numerous improvements in emergency planning and response.

The self-assessment and accreditation process is being developed in collaboration with the King County Emergency Management Advisory Committee, which includes public and private sector stakeholders from throughout King County who have been engaged and invaluable advisors to this effort.

I welcome your review of this report and look forward to its benefits toward achieving our Strategic Plan goals of supporting safe, environmentally sustainable communities, while providing financial stewardship and service excellence.

The Honorable McDermott

July 29, 2016

Page 2

The estimated staff time to produce this report was approximately 70 staff hours or \$4,900 in direct salary costs.

If you have any questions or comments, please contact Walt Hubbard, Director, Office of Emergency Management, at 206-205-4060.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Carolyn Busch, Chief of Staff
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)
Ken Guy, Director, Finance and Business Operations Division, DES
Carmel Call, Director, Business Resource Center, DES
Susan Slonecker, Interim Director, Human Resources Division, DES
Walt Hubbard, Director, Office of Emergency Management, DES
Sean Kelly, Chair, Emergency Management Advisory Committee

9/8/16

Accreditation Report



Sponsor: Lambert

Proposed No.: 2016-0394

1 **STRIKING AMENDMENT TO PROPOSED MOTION 2016-0394**

2 On page 1, beginning on line 6, strike everything through page 2, line 22, and insert
3 "WHEREAS, the 2015/2016 Biennial Budget Ordinance, Ordinance 17941,
4 Section 23, as amended by Ordinance 18239, Section 8, Proviso P1, by Ordinance 18319,
5 Section 4, and by Ordinance 18319, Section 6, Proviso P1, states that \$100,000 of the
6 appropriation for the office of emergency management shall not be expended or
7 encumbered until the executive transmits two progress reports by July 31, 2016, and
8 December 1, 2016, respectively, on the accreditation of the King County emergency
9 management program and motions that approve the reports are passed by council, and

10 WHEREAS, upon the passage of each motion, \$50,000 is to be released for
11 expenditure, and

12 WHEREAS, the King County executive hereby transmits to the council the first
13 King County Emergency Management Accreditation Program Progress Report, which
14 was filed in July 2016 and by this motion seeks its approval, and

15 WHEREAS, the King County Emergency Management Accreditation Program
16 Progress Report is submitted by the office of emergency management to fulfill its proviso
17 obligations;

18 NOW, THEREFORE, BE IT MOVED by the Council of King County:
19 The accreditation of the King County emergency management program progress
20 report, Attachment A to this motion, is hereby approved."
21 Delete Attachment A, King County Emergency Management Accreditation Program
22 Progress Report, and insert Attachment A, King County Emergency Management
23 Accreditation Program Progress Report, dated September 9, 2016
24 **Effect: Corrects citations and spelling errors and includes a revised Attachment A**
25 **to include additional budgetary information.**

King County Office of Emergency Management

**King County Emergency Management Accreditation Program
Progress Report**

**As Requested By:
The Metropolitan King County Council
Ordinance 18239**

Office of Emergency Management
Department of Executive Services

Revised, September 9, 2016

King County Emergency Management Accreditation Program Progress Report

Contents

Introduction	3
Emergency Management Accreditation Program Work Plan	4
Revised Team Structure and Work Plan	
Initial Challenges and Successes	6
Budget Impacts	7
Conclusion/ Progress Update	7
Appendix A – EMAP Progress Tracking Matrix	

King County Emergency Management Accreditation Program Progress Report

Introduction

In 2014, the Metropolitan King County Council enacted a proviso requiring an emergency management program self-assessment and a proposed work plan to achieve accreditation of the program under the auspices of the internationally recognized Emergency Management Accreditation Program.

The 2015/2016 Biennial Budget Ordinance, Ordinance 17941, Section 23, Proviso P1, related to the Office of Emergency Management stated that \$100,000 shall not be expended or encumbered until the executive transmits a King County emergency management program self-assessment and a proposed work program to achieve accreditation of the program and a motion that accepts the report and the motion is passed by the council.

Specifically, the proviso required a report that addressed the following:

- 1) An evaluation developed in collaboration with the Emergency Management Advisory Committee (EMAC) assessing King County's ability to meet its major local and regional emergency management responsibilities and grant requirements, including the following subject areas:
 - a) Prevention;
 - b) Planning;
 - c) Resource management and logistics, including volunteer and donations management;
 - d) Mutual aid agreements
 - e) Communications and warning;
 - f) Emergency operations center functions;
 - g) Training and exercise;
 - h) Public Information;
 - i) Public education; and
 - j) Administration and financial requirements.
- 2) A description of the self-assessment process;
- 3) A copy of the self-assessment tool;
- 4) Findings of the self-assessment;
- 5) The Emergency Management Advisory Committee's comments on drafts of the following work products: project scope; preliminary findings; and final report; and
- 6) A proposed work program to achieve accreditation from the Emergency Management Accreditation Program of King County's emergency management program by December 2018, including:
 - a) A schedule with major milestones;
 - b) A proposed budget; and
 - c) A funding source.

King County Emergency Management Accreditation Program Progress Report

The “2015/2016 Budget Proviso Report: Program Self-Assessment and Accreditation Workplan” was transmitted to the Metropolitan King County Council on July 30, 2015 and Motion 2015-0324 accepting the report was passed on August 31, 2015. The initial proviso report described what the Emergency Management Accreditation Program is, the various steps required to qualify for accreditation, and its associated Standard. In addition, the report detailed how the King County Office of Emergency Management proposed to conduct a tiered self-assessment process in order to qualify for accreditation and the initial findings of its baseline assessment.

On February 22, 2016 the Metropolitan King County Council passed Ordinance 18239 requiring the transmission of two progress report on the efforts to achieve EMAP accreditation. This proviso report update is the first of those two reports. It describes the Emergency Management Accreditation Program work plan, initial challenges and successes, progress update and next steps to qualify for accreditation.

Emergency Management Accreditation Program Work Plan

The proposed and initially instituted Emergency Management Accreditation Program (EMAP) work plan included the following major milestones:



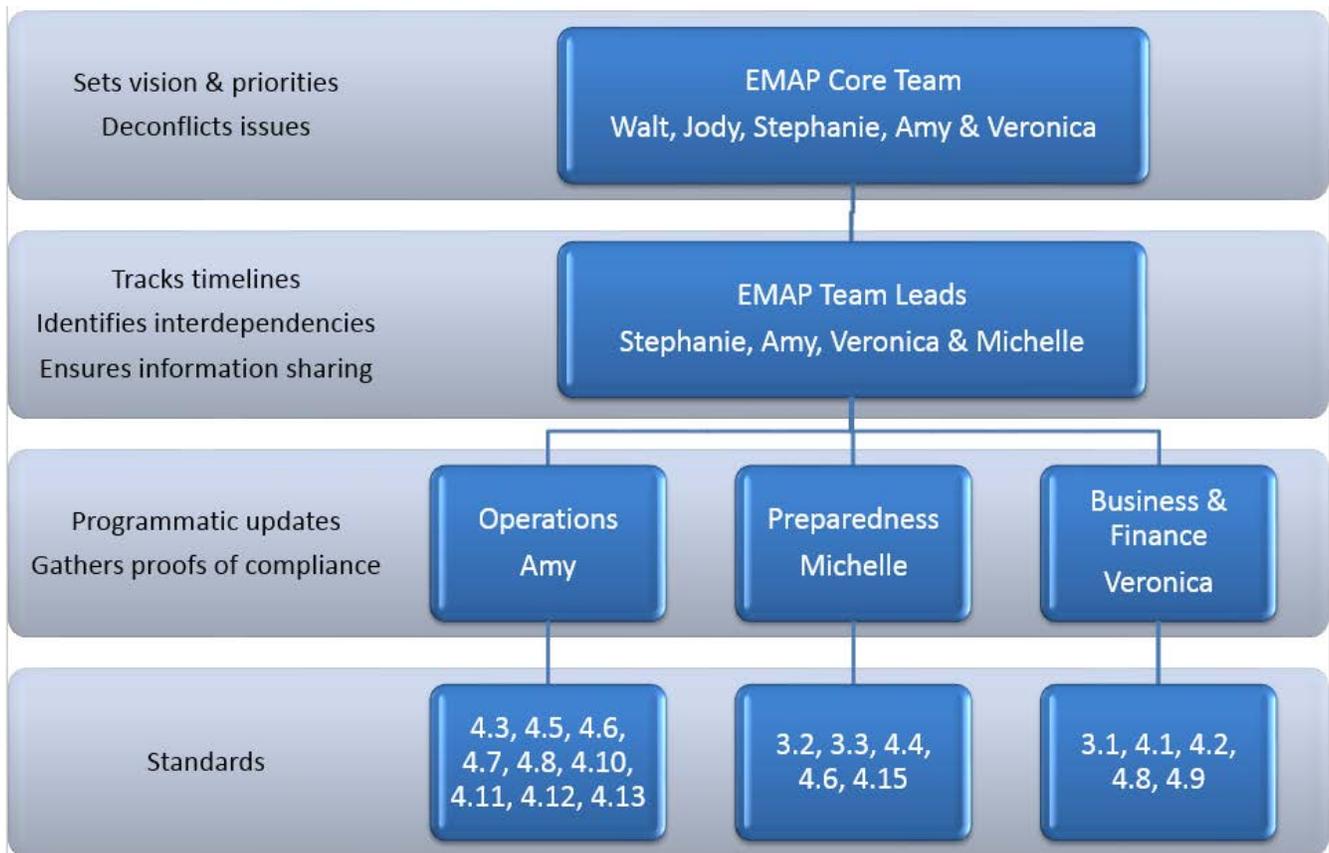
The preliminary baseline assessment and proposed work plan was presented to the King County Office of Emergency Management (KCOEM) staff on April 7, 2015 and to the Emergency Management Advisory Committee (EMAC) on May 12, 2015.

Standard specific teams were identified and work began to review the baseline assessment for each standard. Standard Leads conducted programmatic assessments and identified potential proofs of compliance concurrently through the summer and fall of 2015. However during this time, it became apparent that the multitude of interdependencies amongst the 64 standards required a more integrated and collaborative team structure and work plan to support project efforts. A revised work plan was developed and launched in November 2015.

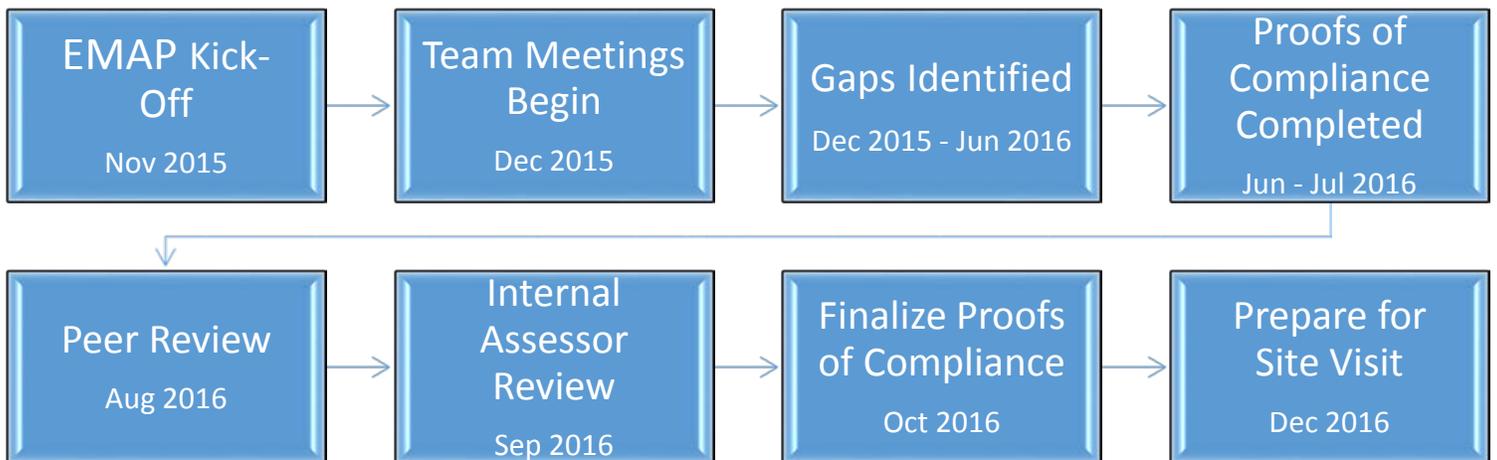
King County Emergency Management Accreditation Program Progress Report

Revised Team Structure and Work Plan

The robust, tiered organizational structure, provided below, was created to coordinate and align efforts, identify and track interdependencies, streamline information sharing, set priorities and de-conflict issues. By grouping individual standards into three larger teams, programmatic interdependencies can be addressed comprehensively.



Major milestones and preliminary timeline for the revised EMAP work plan include:



King County Emergency Management Accreditation Program Progress Report

Initial Challenges and Successes

1. Challenges

- a. While the revised EMAP work plan timeline accommodates updates for almost all formally adopted plan reviews, it does not align with the progress reporting timeline established within the Regional Hazard Mitigation Plan (RHMP). Since all other EMAP standard elements have been met by the RHMP, a timeline adjustment was approved by the Core Team to extend the proof of compliance completion deadline to September 2016.
- b. KCOEM conducted a Request for Proposals and contract negotiation for a new Emergency Notification System (ENS). This process proved to be significantly more time consuming and labor intensive than anticipated. As a result, the Program Manager leading the ENS effort was unable to devote the necessary time toward his assigned EMAP Standards until the new system was officially launched.

2. Challenges and Successes

- a. The Hazard Identification Risk Assessment (HIRA) and Consequence Analysis Standard is a cornerstone standard within EMAP, resulting in extensive interdependencies with other standards. Initially, the magnitude of those interdependences proved to be a challenge as alignment issues between standards were identified. However, as the gap analysis and corrective actions were conducted, updating the HIRA proved to be a great success for both accreditation preparation and the Emergency Management Program as a whole. KCOEM is coordinating extensive collaboration with threat and hazard Subject Matter Experts and regional stakeholders to produce a comprehensive and detailed HIRA. In recognition of the time-consuming nature and the dependence on external stakeholder engagement of this effort, a timeline adjustment was approved by the Core Team to extend the proof of compliance completion deadline to October 2016.
- b. The Cascadia Rising 2016 functional exercise conducted from June 7-10, 2016 required a significant amount of staff time in the exercise design, training, and conduct of the four day exercise. Every member of the staff participated in the exercise and 30% of the staff were involved in the design and development at the local, regional and statewide levels. While this crucial effort did detract from staff engagement in the assessment of several standards, it also served as an excellent opportunity to test and validate a variety of plans and procedures for EMAP accreditation. During the exercise, KCOEM was able to test its Comprehensive Emergency Management Plan (CEMP), draft Emergency Coordination Center (ECC) Plan, just-in-time training materials and Section Guides, Duty Officer Procedures, and Alternate ECC procedures.

King County Emergency Management Accreditation Program Progress Report

Successes

- c. Regional stakeholder engagement has proved to be a major success throughout the entire assessment process and several of associated review and update. Several planning efforts will be highlighted for the EMAP on-site assessment team to include the Homeland Security Region 6 Strategic Plan update, the RHMP update, the HIRA update, and the Joint Information Center / Joint Information System program.

Budget

KCOEM has committed significant resources in support of the EMAP effort, including the assignment of a full-time project manager and substantial engagement of more than a dozen staff members on a regular basis. Staffing and other costs to achieve accreditation come at the expense of the Office's regular emergency management service activities (i.e. training, public outreach, communications, etc.). While it is important to note the real and significant impacts of this project, KCOEM sees the future benefit that accreditation will bring to our efforts in terms of enhanced services, in every aspect of our mission, as being well worth the initial investment of this effort.

Projected Budget				
	2016 Actuals through 7/31/16	2016	2017	Total
General Fund	\$152,095	\$260,734	\$67,191	\$480,019
Federal Grant Fund	\$69,363	\$118,907	\$57,879	\$246,149
Total Projected Budget				\$726,168

Conclusion/Progress Update

KCOEM is on track to meet all requirements for submission of our program to EMAP for a formal accreditation review and site visit, tentatively scheduled for early 2017. Despite some early organizational challenges, KCOEM has developed an aggressive and efficient strategy for completion of the assessment process that has engaged every level of the organization.

All necessary Proofs of Compliance have been identified for each standard. Significant progress has been made toward the assessment, completion and compilation of those Proofs of Compliance. The EMAP Progress Tracking Matrix, Appendix A, provides a percentage of completion by standard.

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September 8, 2016

Sponsor: Lambert

Proposed No.: 2016-0394

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2016-0394, VERSION 1**

2 On page 1, beginning on line 1, strike lines 1 through 5, and insert:

3 "A MOTION approving the King County Emergency
4 Management Accreditation Program Progress Report in
5 response to the 2015/2016 Biennial Budget Ordinance,
6 Ordinance 17941, Section 23, as amended by Ordinance
7 18239, Section 8, Proviso P1, and by Ordinance 18319,
8 Section 5, and by Ordinance 18319, Section 6, Proviso P1.

9

10 **EFFECT: *Corrects the citations.***

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King County

**Metropolitan King County Council
Law and Justice Committee**

STAFF REPORT

Agenda Item:	8	Name:	Hiedi Popochock
Proposed No.:	2016-B0176	Date:	September 13, 2016

SUBJECT

A briefing on the status of Puget Sound Emergency Radio Network (PSERN) implementation.

SUMMARY:

The PSERN project will replace and upgrade the county's current emergency radio network. King County is responsible for leading and implementing the PSERN project through completion, which is expected in late 2020.

The PSERN project is a complex project with multiple tasks over the course of the implementation period including radio site design, acquisition and construction, as well as the acquisition of radios, consoles, and data systems.

Today's briefing provides an update on the status of the implementation of PSERN.

BACKGROUND:

On April 28, 2015, King County voters approved a nine-year, \$273 million property tax levy to fund PSERN, the replacement of the King County emergency radio communications system.

In late 2018, the vendor for the current countywide emergency radio network, King County Emergency Radio Communications System (KCERCS), will no longer provide system support. PSERN will replace and upgrade King County's nearly 20-year old emergency radio communications system, which is used to dispatch responders to incidents and allow responders to communicate with each other at those incidents. Countywide, the current system consists of 26 transmitter sites and multiple interconnecting microwave and fiber systems, and it supports over 100 agencies and approximately 17,000 radio users, each with a portable radio handset and/or installed mobile radio in a vehicle. The current system is owned by King County, the city of

Seattle, Valley Communications Center (ValleyCom), and the Eastside Public Safety Communications Agency (EPSCA).¹

Once completed, PSERN will replace the current countywide emergency radio network. PSERN will improve and upgrade the countywide emergency radio network by providing increased system reliability, increasing coverage capacity from 94 percent coverage to 97 percent coverage, providing better security on the network, and nearly doubling the number of radio transmitter sites.

Implementation Interlocal Agreement. Under the terms of the PSERN Implementation Interlocal Agreement², King County will be responsible for leading and implementing the PSERN project on behalf of the four owners of the current emergency radio network³ through completion of the project. Oversight during that implementation period, which is expected to take approximately five years, will be conducted by a Joint Board, composed of one non-voting chair (the Executive or the Executive's designee) and four voting representatives, one representing each of the current system's owners. The four voting members of the Joint Board may appoint two additional non-voting participants: a chief of a police agency and a chief of a fire agency.⁴

The PSERN project management team includes a project director and information technology and construction managers, a communications manager, a government relations official, technical support technicians and inspectors. King County Information Technology's Business & Finance Section and the Office of Performance, Strategy and Budget will provide financial support. Under the terms of the \$112 million, 20-year contract between Motorola and the County, Motorola will provide design, development, implementation, testing and ongoing support, maintenance and upgrade services for the PSERN project. In addition to the primary contract with Motorola, the Executive has hired a consultant to develop the site design and intends to retain a firm to provide construction management oversight.

Operations Memorandum of Agreement. Under the terms of the Memorandum of Agreement Regarding Future Operation of the Puget Sound Emergency Radio Network⁵, ownership and operation and maintenance of PSERN after completion would be vested in a new, nonprofit organization governed by a Board of Directors.

Council Committee Oversight. Motion 14437, enacted in October 2015, requires the Executive to brief the Law, Justice and Emergency Management Committee (or its

¹ According to PSERN Project staff, King County owns just under 50 percent of KCERCS, the city of Seattle and Eastside Public Safety Communications Agency owns approximately 25 percent each and ValleyComm owns approximately 10 percent.

² Ordinance 18075.

³ The existing system is owned in equal shares by King County, the City of Seattle, Valley Communications Center (ValleyCom), and the Eastside Public Safety Communications Agency (EPSCA).

⁴ As of May 2, 2016, the members of the Joint Board are as follows: Fred Jarrett, non-voting Chair; Bill Kehoe, King County voting member; Patti DeFazio, Seattle voting member; Kurt Triplett, EPSCA voting member; Lora Ueland, ValleyCom voting member; Chris Elwell, non-voting fire agency member; and John Vinson, non-voting police agency member.

⁵ Ordinance 18074.

successor)⁶ on a quarterly basis on the status of the PSERN project in relation to the project’s identified milestones. The Regional Policy Committee has also requested quarterly briefings on the project implementation.

Table 1 below shows the 13 major project milestones identified in the report transmitted by the Executive in September 2015 (2015-RPT0134) that remain to be completed during the PSERN implementation process, along with the original expected date of completion and the two revised expected dates of completion. The “site construction mid-point” and the “group 2 site leasing” milestones have been eliminated since the Executive’s initial transmittal of the 2015 report. PSERN Project staff indicate that the two milestones are no longer applicable to the PSERN project.

Table 1: Future PSERN Implementation Milestones including the Original Expected Completion Dates and the Revised Expected Completion Dates

Milestone	Original Completion Date	Revised Completion Date (as of 5/10/16)	Revised Completion Date (as of 8/8/16)
Site Leasing and Final Site Design	March 2016	May 2017*	April 2017*
Construction Permitting	August 2016	April 2017*	<i>No change</i>
<i>Site Construction Mid-Point</i>	<i>September 2016</i>	<i>Milestone eliminated</i>	<i>Milestone eliminated</i>
<i>Group 2 Site Leasing</i>	<i>August 2017</i>	<i>Milestone eliminated</i>	<i>Milestone eliminated</i>
Factory Acceptance Testing	September 2017	<i>No change</i>	August 2017
Site Construction Complete (all sites)	October 2017	May 2019 <small>(incl. U.S. Forest Service Sites)</small>	<i>No change</i>
Backhaul System Implementation	November 2017	November 2017*	November 2018*
Land Mobile Radio System Implementation	September 2018	September 2018*	November 2018*
System Optimization and Testing	May 2019	<i>No change</i>	<i>No change</i>
PSERN Non-profit Operator Formation	September 2019	<i>No change</i>	<i>No change</i>
Transition Users to PSERN System	March 2020	<i>No change</i>	<i>No change</i>
Full System Acceptance	September 2020	<i>No change</i>	<i>No change</i>
Project Closeout	September 2021	<i>No change</i>	<i>No change</i>

*Expected completion date for Primary Bounded Area sites and SR410 site only

Revised Expected Completion Dates

As noted in Table 1, the expected date of completion for four milestones have changed since PSERN’s second quarter Law and Justice Committee briefing on May 10, 2016.

Site Leasing and Final Site Design. According to PSERN Project staff, the “site leasing and final site design” milestone is expected to be completed in April 2017 for the Primary Bounded Area and SR410 radio tower sites. This milestone is expected to be

⁶ In 2016, the Law, Justice and Emergency Management Committee was changed to the Law and Justice Committee.

completed one month earlier than the completion date reported previously by PSERN Project staff.

Factory Acceptance Testing. PSERN Project staff indicate that there are actually two “factory acceptance testing (FAT)” milestones for the project. The first FAT will occur in August 2017 for the backhaul system as illustrated above in the project schedule and a second FAT for the land mobile radio system will occur in March 2018 which is not explicitly listed in the project milestone schedule. In Table 1, the first FAT shows a completion date one month sooner than what PSERN Project staff reported previously.

Backhaul System Implementation. PSERN Project staff state that the expected completion date to implement the backhaul system is now November 2018, a year later than the completion date reported previously by PSERN Project staff.

PSERN Project staff state that the original “backhaul system implementation” milestone is comprised of microwave radio and multiprotocol label switching (MPLS)⁷ equipment. PSERN Project staff explain that there were two factors that contributed to the new completion date for this milestone. The two factors are listed below.

1. Due to site development delays, the overall sequence of events has been revised. This allows the project to progress with delays in implementation at certain radio site areas without impacting the critical path for the entire project.
2. PSERN Project staff were informed by Motorola that a more comprehensive FAT can be achieved if the MPLS equipment is tested at both the backhaul system and the land mobile radio system FATs. Since the FATs occur prior to equipment implementation, PSERN Project staff indicate that it is necessary to change the schedule to include MPLS testing in both FATs. In result, the “backhaul implementation” milestone for the Primary Bounded Area and SR 410 sites will have a more robust factory testing regime, but will also experience a one year delay from the original project schedule.

Land Mobile Radio System Implementation. The implementation of the land mobile radio system, which enables the communication between a tower and a radio or console will be completed in November 2018 for the Primary Bounded Area and SR410 sites only as opposed to the September 2018 completion date that PSERN Project staff reported previously. PSERN Project staff indicate that the original Motorola schedule had two land mobile radio system implementation milestones with incorrect dates. The schedule was corrected and resulted in about a two month change for this milestone.

King County Auditor Capital Projects Oversight. On November 10, 2015, the Capital Projects Oversight Program of the King County’s Auditor’s Office released a report on PSERN. The report focused on project schedule and cost risks. The Auditor’s Office presented the report to the Government Accountability and Oversight Committee on November 10, 2015.

⁷ PSERN Project staff state that the multiprotocol label switching is a router that goes between the backhaul equipment and the land mobile radio equipment.

The report included five recommendations for the PSERN project:

Recommendation 1. The PSERN project team should revise the project schedule and communicate it to stakeholders before the end of 2015 to include reasonable time to accomplish the remaining tasks necessary to finish tower site construction. The schedule should be based on progress to date and identify the impact on the remainder of the project schedule.

Recommendation 2. The PSERN project team should improve reporting to clearly demonstrate to stakeholders the progress on leasing and constructing radio tower sites. Reporting should show how current cost and schedule forecasts compare to the assumptions used in the preliminary project estimate.

Recommendation 3. The PSERN project team should establish and document a project baseline prior to signing any construction contract. The baseline should use the certainties from the Motorola contract, best available information for tower site costs and schedule, and refined estimates of other costs.

Recommendation 4. The Finance and Business Operations Division (FBOD) should provide ongoing technical assistance to the PSERN project team to help manage the cost risks of any construction work order contracts for this project.

Recommendation 5. Before seeking bids on a work order construction contract for the radio tower sites, the PSERN project team and FBOD should evaluate the relative benefits, costs, and risks specific to each site of inclusion in a work order contract or a traditional design-bid-build contract. This evaluation should be documented and result in a recommended approach for each individual site for consideration and approval by the project sponsor.⁸

The PSERN Project staff indicate that the PSERN project generally agreed with these recommendations.

The Capital Projects Oversight Program staff indicate that they expect to release the next report on the PSERN project in September or October 2016.

ATTACHMENTS:

1. PowerPoint Presentation “Puget Sound Emergency Radio Network (PSERN), Law & Justice Committee, September 13, 2016”

INVITED:

- David Mendel, PSERN Project Director, King County Information Technology

⁸ 2015-B0210: A briefing on the Capital Projects Oversight Report regarding PSERN.

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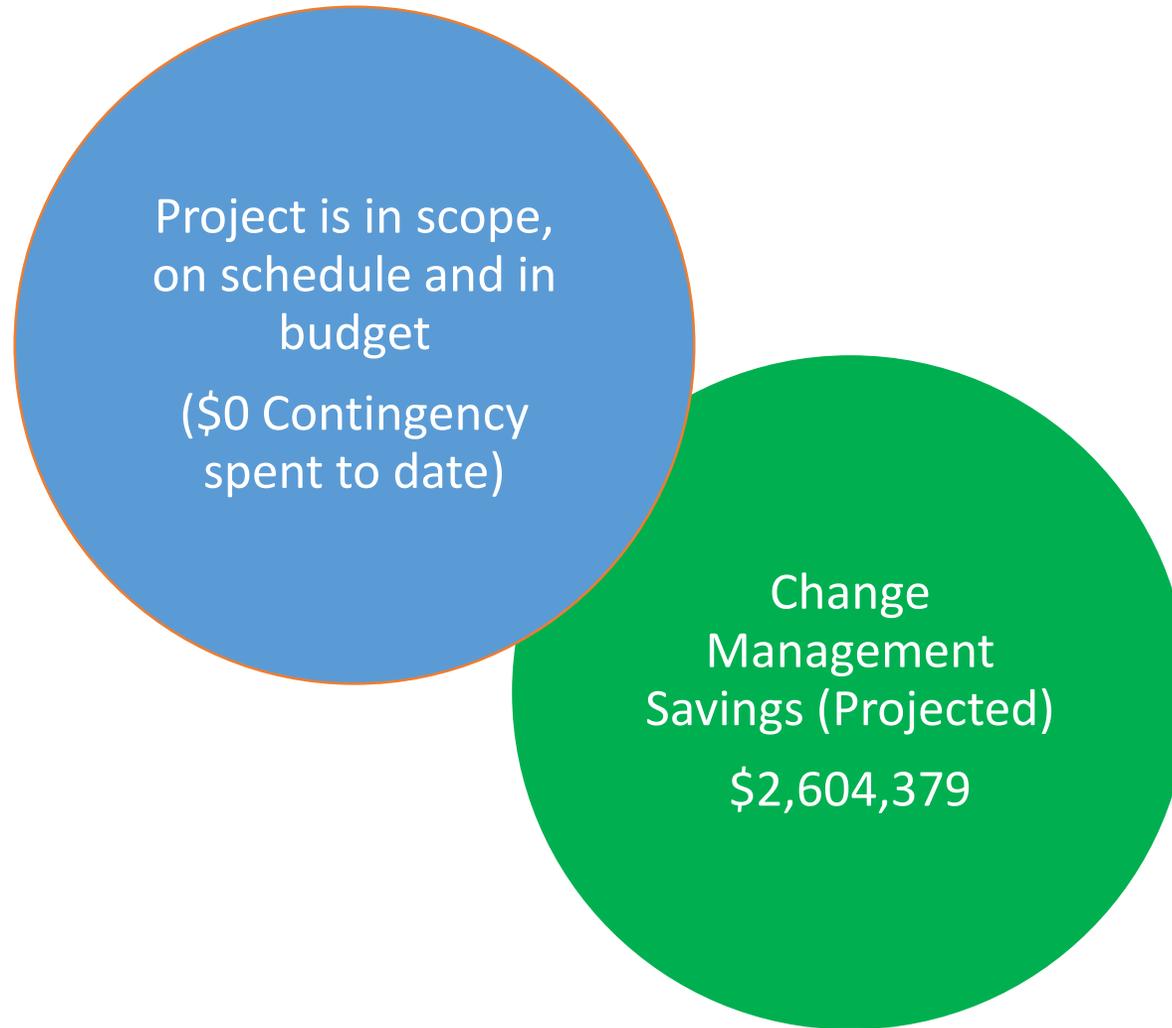
Puget Sound Emergency Radio Network (PSERN)

**Law & Justice Committee Briefing
September 13, 2016**

By: David Mendel, PSERN Project Director



Project Status



Accomplishments

Integrated Schedule is finished

Continued civil site development activities

First 3 Shelters & 2 Towers ordered for East Tiger, West Tiger and Squak Mountain

Procurement for General Contractor #2 in progress

Finished review of MSI 3rd set of deliverables

Received Gold Seal approval from WA Labor & Industry for shelter designs

Civil Site Development

General Contract #1 with MasTec Executed

Construction on the first 4 sites planned for Q3

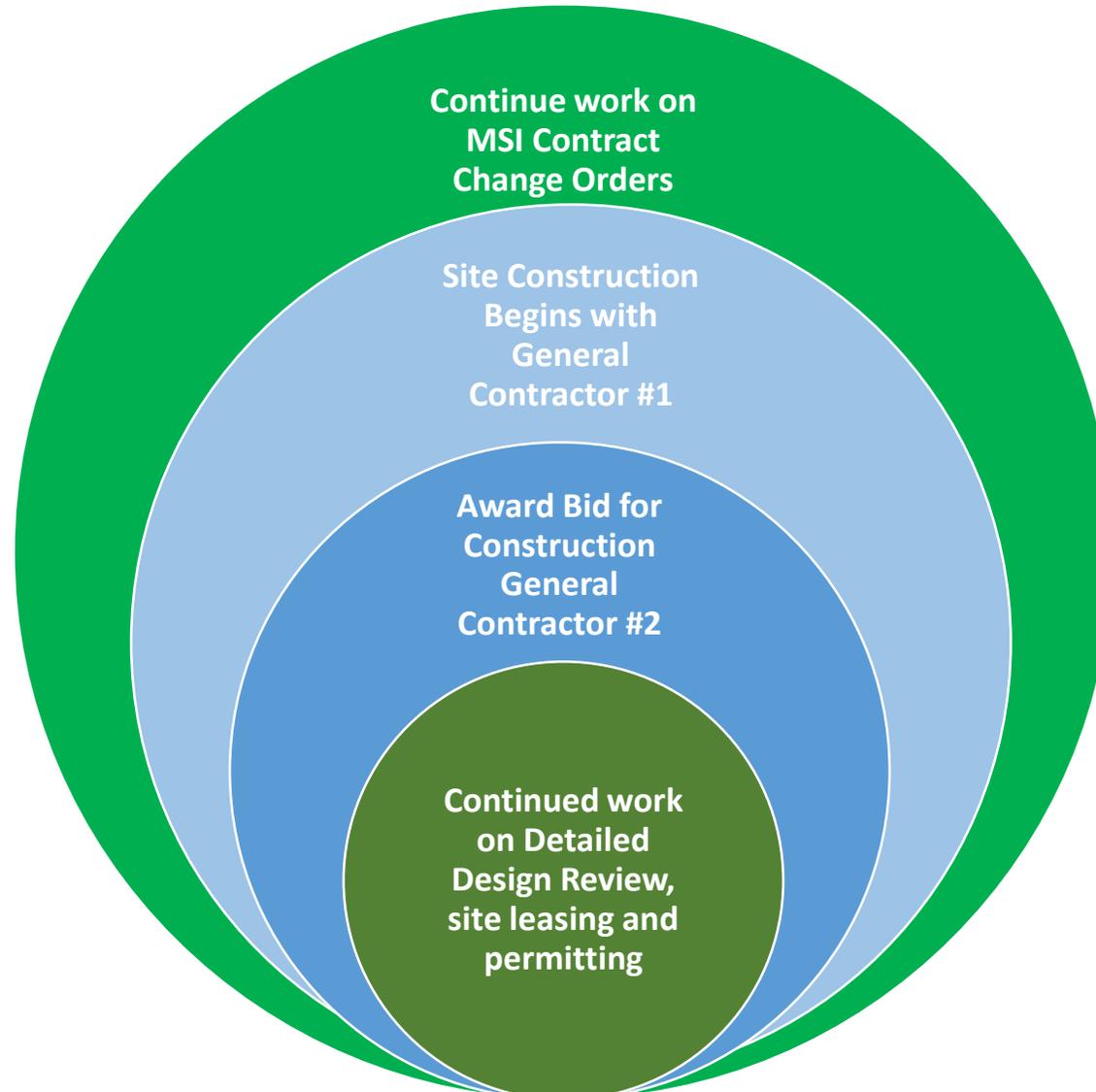
Building permits issued for 8 sites; additional 8 sites submitted with jurisdictions

Conditional Use Permit (CUP) issued for RCECC

USFS accepted 7 sites for Environmental Assessment

Grass Mountain: Moved to alternate location nearby due to space restrictions

3rd Quarter Activities



Milestone	Original Completion Date	Revised Completion Date (as of 5/10/16)	Revised Completion Date (as of 8/8/16)
Site Leasing and Final Site Design	March 2016	May 2017*	April 2017*
Construction Permitting	August 2016	April 2017*	No change
Site Construction Mid-Point	September 2016	Milestone eliminated	Milestone eliminated
Group 2 Site Leasing	August 2017	Milestone eliminated	Milestone eliminated
Factory Acceptance Testing	September 2017	No change	August 2017
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Full System Acceptance	September 2020	No change	No change
Project Closeout	September 2021	No change	No change

**Expected completion date for Primary Bounded Area sites and SR410 site only*



Risk Management Issues

Design and RFP assumptions incorrect, invalid or incomplete



Vendor performance/ deliverables may not meet contractual requirements



Civil site development delays



Questions?



Contact Information

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