

April 16, 1996
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GREG NICKELS
BRIAN DERDOWSKI LARRY PHILLIPS
Introduced by LARRY GOSSETT

Proposed No. 96-452

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ORDINANCE NO.

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Public Safety Employees, Local 519, representing employees in the Fire Marshal's Office, and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Public Safety Employees, Local 519, representing employees in the fire marshal's office in the department of development and environmental services and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 20th day of May, 1996.

PASSED by a vote of 12 to 0 this 28th day of May, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 4th day of June, 1996.

Ray Locke
King County Executive

Attachment:
Collective Bargaining Agreement

**AGREEMENT BETWEEN
PUBLIC SAFETY EMPLOYEES,
LOCAL 519, AND KING COUNTY DEPARTMENT OF
DEVELOPMENT AND ENVIRONMENTAL SERVICES,
FIRE MARSHAL'S OFFICE**

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**AGREEMENT BETWEEN
PUBLIC SAFETY EMPLOYEES,
LOCAL 519, AND KING COUNTY DEPARTMENT OF
DEVELOPMENT AND ENVIRONMENTAL SERVICES,
FIRE MARSHAL'S OFFICE**

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

ARTICLE I: PURPOSE

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

ARTICLE IA: GENDER

The term "Employee" as used in this Agreement shall include both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the feminine gender as well.

ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. It shall be a condition of employment that all regular, full-time employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing or tender such dues and initiation fees as are customarily paid by Union members to the Union, or to a non-religious charity, or to another charitable organization mutually agreed upon by the employee and the bargaining representative. The employee shall furnish written proof to the Union that such payments are made.

It shall also be a condition of employment that regular, full-time employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Union or tender such dues and initiation fees as are customarily paid by Union members to the Union, or to a non-religious charity, or to another charitable organization mutually agreed upon by the employee and the bargaining representative. The employee shall furnish written proof to the Union that such payments are made.

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee, the amount of dues as certified by the secretary of the signatory organization and shall transmit the same to the treasurer of the signatory organization.

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

Section 4. The County will require all new employees, hired in a position included in the bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive recognition.

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

ARTICLE III: RIGHTS OF MANAGEMENT

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

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

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

ARTICLE IV: HOLIDAYS

The County shall observe the following as paid holidays:

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

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

If approved, an employee on standby on a day of observance shall be allowed to switch a holiday with a regular work day.

ARTICLE V: VACATIONS

Section 1. Regular, full-time employees shall receive vacation benefits as indicated in the following table:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Accumulation Allowed
Upon completion of one (1) year of service		(80 hours) 10 days	
More than one (1) year but less than three (3) years of continuous service	(6.66 hours) .833 days	(80 hours) 10 days	(160 hours) 20 days
Less than twelve (12) years of continuous service more than three (3) years of continuous service	(10 hours) 1.25 days	(120 hours) 15 days	(240 hours) 30 days
Twelve (12) years or more of continuous service	(13.33 hours) 1.66 days	(160 hours) 20 days	(320 hours) 40 days

For purposes of this section, one (1) day of vacation pay shall be computed as 1/261 of the employee's annual salary in effect at the time of vacation or upon termination.

Section 2. Employees with one or more continuous years of service shall accrue vacation benefits monthly.

Section 3. Vacation benefits for regular, part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For Example:

If a regular, part-time employee normally works four hours per day in a department that normally works eight hours per day, then the part-time employee would be granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years service.

Section 4. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 5. Vacation may be used in one-hour increments at the discretion of the Fire Marshal or his appointed designee.

Section 6. Upon termination for any reason, the employee will be paid for unused vacation credits up to the maximum allowable accumulated vacation, provided that PERS I eligible employees who retire will be paid up to a maximum of 240 hours of accrued vacation. Accrued amounts in excess of 240 hours must be used prior to the date of retirement or be lost.

Section 7. Temporary employees will not be granted vacation benefits.

Section 8. No employee shall earn the equivalent of a month's vacation credit during a month when the employee is absent without pay more than three (3) working days, provided, however, that discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce vacation credit. An employee shall not be granted vacation benefits if not previously accrued.

Section 9. In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by R.C.W., Title 11.

Section 10. Employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to December 31st of each year.

Section 11. In accordance with past practice, vacation shall be granted on a seniority basis within the Fire Marshal's Office and shall be taken at the request of the employee with the approval of the Fire Marshal, provided, that vacation requests received after March 31 will be scheduled on a first-come, first-served basis without regard to seniority.

ARTICLE VI: SICK LEAVE

Section 1. Every regular, full-time employee shall accrue sick leave benefits at the rate of eight (8) hours for each month in County service.

Section 2. No employee shall earn sick leave credit during a month when the employee is absent without pay more than three (3) working days, provided, however, that discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce sick leave credit.

Section 3. Every regular, part-time employee shall receive sick leave benefits proportionate to the employee's regular work day. For example: If a part-time employee normally works four hours per day and the department's normal work day is eight hours, the employee will receive four hours of sick leave benefits for the month.

Section 4. Temporary employees receive no sick leave benefits.

Section 5. After six months of full-time service, a regular employee may, at the division manager's discretion, be permitted to use up to one-half of his/her accruing vacation as an essential extension of used sick leave. If an employee does not work a full 12 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

Section 6. Sick leave shall accrue on a monthly basis starting with the first of the month following the month the employee commenced employment. An employee is not entitled to sick leave if not previously earned.

Section 7. Sick leave may be used in one-half hour increments at the discretion of management.

Section 8. There shall be no limit to the hours of sick leave accrued by an employee.

Section 9. Sick leave may be used only for illness of the employee or as otherwise provided by this article.

Section 10. Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, unused accrued sick leave shall be restored.

Section 11. Accrued sick leave may be used for absence due to temporary disability caused or contributed to by pregnancy.

Section 12. Sick leave because of an employee's physical incapacity will not be approved when the injury is directly traceable to simultaneous employment other than with the County of King.

Section 13. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death, twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30) days. All payment shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement.

Section 14. Employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments greater than net regular pay of the employee. Administrative rules will be established to allow for payments equal to net regular pay of employees qualifying under worker's compensation.

Section 15. Family Care and Death

a. Regular, full-time employees shall be entitled to three (3) days of bereavement leave a year due to death of members of their immediate family.

b. Regular, full-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family.

c. Three (3) sick leave days of absence from the job may be granted to an employee due to a requirement to care for immediate family members who are

seriously ill. Up to one day's absence may be authorized for a male employee to be at the hospital on the day of the birth of his child.

d. In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay.

e. In the application in any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against accrued sick leave.

Section 16. Management is responsible for the proper administration of the sick leave benefit.

Section 17. Immediate family is construed to mean persons related to an employee as follows:

Grandmother, grandfather, grandchild, mother, father, husband, wife, son, daughter, brother, sister, legally adopted child, domestic partner and any persons for whose financial or physical care the employee is principally responsible.

ARTICLE VII: WAGE RATES***Section 1.***

Effective January 1 of each year of the Agreement, wage rates in effect on December 31 of the preceding year shall be increased by 90% CPI(W) U.S. All Cities, based on September to September figures. The minimum COLA shall be 2% and the maximum shall be 6%.

Section 2. Any employee promoted from one classification to another, where such promotion results in that employee entering a higher pay range, shall enter the pay range at a minimum of 5% over the salary received prior to the promotion, and shall progress automatically to the next appropriate step upon completion of six (6) months of satisfactory service. Thereafter, the employee shall progress one step of the six step plan upon completion of each subsequent year of satisfactory service.

Section 3. Standby. The employer and the Union agree that the use of off-duty standby time shall be minimized consistent with sound fire investigation practices and the maintenance of public safety. Off-duty standby assignments shall be for a fixed predetermined period of time. Standby pay shall be at a rate equal to twelve (12) percent of the employee's base hourly rate for all hours in standby status. Standby pay shall only apply to those employees assigned to the Fire Investigation Unit within the Office of the Fire Marshal. If an employee is actually called out, standby pay shall cease and normal "call out" provisions shall apply.

Section 4. Step Increases

- (1) All step increases will be based upon satisfactory performance during previous service.
- (2) Satisfactory performance shall mean an overall rating of "Satisfactory" or above.

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

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

Section 5. Upon the recommendation of the Fire Marshal, newly hired employees may be hired in at a step above step 1 if the candidate's training and experience warrants such, subject to approval of the OHRM Director.

Section 6. Acting Pay. Employees who are assigned, in writing, by their supervisor to perform the duties of a higher classification shall be paid for such in accordance with the Career Service Guidelines after working in the higher classification for more than three (3) working days. Acting assignments shall not be for more than 60 continuous days without approval by the Director of the Department of Development and Environmental Services/designee.

ARTICLE VIII: OVERTIME

Section 1. Except as otherwise provided in this article, employees on a five-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight (8) in one day exclusive of the employees unpaid lunch period, or forty (40) in one week. Employees on a four-day schedule shall be paid at the rate of time and one-half for all hours worked in excess of ten (10) in one day exclusive of unpaid lunch period, or forty (40) in one week. Employees required to work through their lunch period shall either be paid or take an alternate lunch period, not both.

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

Section 3. All overtime shall be authorized by the Fire Marshal or his designee in writing.

Section 4. Emergency work at other than normal scheduled working hours, or special scheduled working hours not enumerated above, shall be credited as such. This unscheduled and emergency overtime will be compensated as overtime, and in the event this overtime work is accomplished prior to the normal working hours and the

employee subsequently works his regular shift, his regular shift shall be compensated at regular time.

Section 5. Employees may take compensatory time in lieu of overtime in accordance with Section 18.25 of the Personnel Guidelines.

ARTICLE IX: HOURS OF WORK

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

Section 2. The establishment of reasonable work schedules and starting times is vested solely within the purview of department management and may be changed from time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the department cannot exercise control. In the exercise of this prerogative, department management will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts.

Section 3. With management approval, work schedules may be altered upon written request of the employee. Employees assigned as Investigators shall be allowed, at their discretion, to adjust their work hours during the twenty-four (24)-hour period following the investigation of a fire. If the investigation of a fire requires an employee to be on duty in excess of his or her normal workday, the employee shall be allowed to adjust the workday during the following twenty-four (24)-hour period to allow for adequate rest and recuperation, or to use one (1) to eight (8) hours of compensatory time. Schedule adjustments and use of compensatory time shall be subject to the approval of the Fire Marshal or designee.

ARTICLE X: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

King County presently participates in group medical, dental, and life insurance programs. The County agrees to maintain the level of benefits in these plans for the duration of this Agreement.

The Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Labor-Management Insurance Committee.

ARTICLE XI: MISCELLANEOUS

Section 1. An employee elected or appointed to office in a local of the signatory organization which requires a part or all of his time shall be given leave of absence up to one (1) year without pay upon application.

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

Section 3. Employees who are elected to serve on the Union negotiating committee shall be allowed time off from duty to attend negotiating meetings with the County provided, however, that the total cumulative time expended during negotiations does not exceed two (2) hours at County expense for every one (1) hour of negotiations, and provided further, that prior approval is granted by the Division Manager.

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

Section 5. Employees who, in the line of duty, suffer a loss of or damage to essential personal property while using required protective clothing as appropriate, will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of non-essential personal property shall not exceed \$150 per occurrence, provided that the employee can establish the value of the lost or damaged item to the

satisfaction of the Fire Marshal. Where possible, the essential and/or non-essential items shall be presented to the Fire Marshal as documentation of the need for replacement or repair.

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

Section 7. Employees shall be responsible for required uniforms and equipment issued by the County. Upon presentation by the employee to the Fire Marshal of evidence, including the item itself, demonstrating the need for replacement, the Fire Marshal may issue a replacement item.

Section 8. Employees assigned as Fire Investigators shall be authorized the use of their assigned vehicle while on a standby status in accordance with the department's policy.

ARTICLE XII: GRIEVANCE PROCEDURE

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

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

Section 1. Definition.

Grievance - An issue raised by an employee relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement.

Section 2. Procedure.

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

The grievance must:

- (a) fully describe the alleged violation and how the employee was adversely affected;
- (b) set forth the section (s) of the Agreement which have been allegedly violated; and
- (c) specify the remedy or solution being sought by the employee filing the grievance.

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

Step 2 - Division Manger: If, after thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall present the grievance to the manager for investigation, discussion and written reply. The manager shall make his/her written decision available to the aggrieved

employee within ten working days. If the grievance is not pursued to the next higher level within five working days, it shall be presumed resolved.

Step 3 - Department Director: If, after thorough evaluation, the decision of the division manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the department director. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the department director. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within ten working days. If the grievance is not pursued to the next higher level within five working days, it shall be presumed resolved. In the event an employee receives a reprimand and the matter is not resolved at Step 3, the Union shall have the option of dropping the grievance, in which case it shall be deemed resolved, or they may proceed directly to arbitration. Grievances over reprimands will not be heard at step 4.

Step 4 - Director, Office of Human Resource Management: If, after thorough evaluation, the decision of the department director has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to a committee comprised of one representative from the Union, one representative from the Department, and the Director of the Office of Human Resource Management or his/her designee, who shall also act as Chairman. The Union representative and/or the Department representative may be subject to challenge for cause.

This committee shall convene a hearing for the purpose of resolving the grievance. Both parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The committee shall render a decision within ten (10) working days. The

proceedings shall be informal. Rules of evidence do not apply. The purpose shall be to determine the validity of the grievance and render a decision appropriate to that determination.

Step 5 - Arbitration: Either the County or the Union may request arbitration within 30 days of conclusion of Step 4, and must specify the exact question which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

Time restrictions may be waived by consent of both parties.

Section 6. Multiple Procedures: If employees have access to multiple procedures for adjudicating grievances, then selection by the employee of one procedure will preclude access

to other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance procedure.

Section 7. Just Cause/Progressive Discipline. No employee may be discharged, suspended without pay, or disciplined in any way except for just cause. In addition, the County will employ the concept of progressive discipline. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, Step 4 of the Grievance Procedure will be initiated immediately, and the Director of Human Resource Management or his/her designee shall convene the appropriate committee within ten (10) working days of the date the employee is accused of the violation or is relieved of duty.

Section 8. Probationary Period: All newly hired and promoted employees must serve a probationary period of six (6) months unless extended by the Director of the Office of Human Resource Management. As the above specifies that the probationary period is an extension of the hiring process, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

Section 9. Union Concurrence: Inasmuch as this is an agreement between the County and the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

ARTICLE XIII: BULLETIN BOARDS

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

ARTICLE XIV: EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, or physical, mental or sensory disability except as otherwise provided by law.

ARTICLE XV: SAVINGS CLAUSE

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

ARTICLE XVI: WORK STOPPAGE AND EMPLOYER PROTECTIONS

Section 1. The employer and the signatory organization agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the signatory organization agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the signatory organization shall publicly order such signatory organization employees to cease engaging in such a work stoppage.

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

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

ARTICLE XVII: REDUCTION IN FORCE

Section 1. Employees covered by this Agreement who are laid off as a result of a reduction in force shall be laid off according to seniority within the Fire Marshals Office and classification, with the employee with the least time being the first to go. In the event there are two or more employees eligible for layoff within the bargaining unit with the same seniority, the Fire Marshal will determine the order of layoff based on employee performance, provided: No regular or probationary employee shall be laid off while there are temporary or provisional employees serving in a position for which the regular or probationary employee is eligible and available.

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

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

Section 4. The names of laid off employees will be placed in inverse order of layoff on a Re-employment List for the classification previously occupied. The Re-

employment List will remain in effect for a maximum of two years or until all laid off employees are re-hired, whichever occurs first.

ARTICLE XVIII: WAIVER CLAUSE

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

ARTICLE XIX: TRANSFERS

Section 1. Intent: Employees may submit written requests for transfer or reassignment within the Fire Marshal's Office. Such requests shall be given full consideration by the Fire Marshal.

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

- a. Notification of the vacancy shall be provided to all bargaining unit employees within the classifications who are eligible for lateral transfer consideration.
- b. Eligible employees applying for a lateral transfer shall be interviewed by the appointing authority or designee.
- c. If none of the eligible employees are selected for lateral transfer, the position will be filled through the competitive examination process.

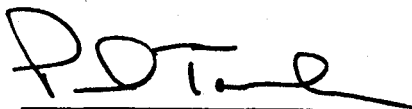
Section 3. Involuntary Transfer: When an employee is transferred or reassigned involuntarily and such transfer or reassignment produces significant hardship on the employee or his/her family due to excess travel time, expense, or other factors, the Department will give full consideration to these factors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

ARTICLE XX: DURATION

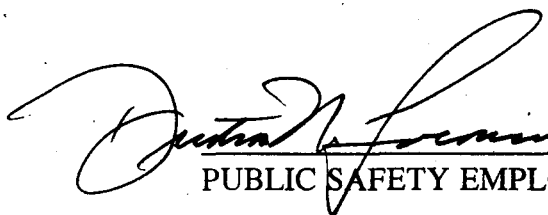
This Agreement and each of its provisions shall become effective upon ratification and final consummation by all formal requisite means by the Metropolitan King County Council and shall be effective from January 1, 1995 through December 31, 1997.

Contract negotiations for 1998 may be initiated by either party providing to the other written notice of its intention to do so not less than 30 days prior to September 1, 1997.

APPROVED this 15th day of May, 1996


Deputy KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION

 4/3/96
PUBLIC SAFETY EMPLOYEES, LOCAL 519

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PUBLIC SAFETY EMPLOYEES, LOCAL 519
 FIRE MARSHAL'S OFFICE
 1995 WAGE ADDENDUM

Union Code 0519D
 Increase 1/1/95 2.7%

12299

Class Code	Classification	Start	Step 2	Step 3	Step 4	Step 5	Step 6
2219	Fire Protection Engineer II	3864.34	4054.59	4255.92	4468.61	4692.37	4926.61
2220	Fire Protection Engineer I	3452.93	3621.22	3800.21	3988.25	4185.78	4393.31
2221	Fire Inspector/Investigator	3305.43	3465.98	3636.64	3815.92	4004.25	4202.17
2223	Assistant Fire Marshal	3787.10	3971.68	4168.00	4374.23	4590.87	4818.50
	Fire Inspector Sup.	3701.54	3880.95	4072.56	4273.04	4484.58	4706.10

PUBLIC SAFETY EMPLOYEES, LOCAL 519
 FIRE MARSHAL'S OFFICE
 1996 WAGE ADDENDUM

12299
 Union Code 0549D
 Increase 1/1/96 2.25%

Class Code	Classification	Start	Step 2	Step 3	Step 4	Step 5	Step 6
2219	Fire Protection Engineer II	3951.29	4145.82	4351.68	4569.15	4797.95	5037.46
2220	Fire Protection Engineer I	3530.62	3702.70	3885.71	4077.99	4279.96	4492.16
2221	Fire Inspector/Investigator	3379.80	3543.96	3718.46	3901.78	4094.35	4296.72
2223	Assistant Fire Marshal	3872.31	4061.04	4261.78	4472.65	4694.16	4926.92
	Fire Inspector Sup.	3784.82	3968.27	4164.19	4369.18	4585.48	4811.99

Memorandum of Understanding
Between
Public Safety Employees, Local 519

Fire Marshal's Office

and

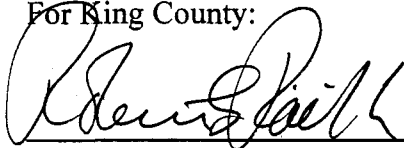
King County

RE: Certification Pay

Effective January 1, 1997, the parties agree to modify the collective bargaining agreement as follows:

- 1) An employee holding a valid Uniform Fire Code (UFC) or International Association of Arson Investigators (IAAI) certificate will be paid \$50.00 per month.
- 2) No employee shall be paid more than \$50 per month regardless of the number or types of certifications held.
- 3) The parties agree to reduce the 1997 cost of living increase by .0035%. In no event will the reduction result in paying employees less than 2%. This reduction in Cost of Living Adjustment is intended to pay a portion of the cost of certification pay referenced in item 1 above.

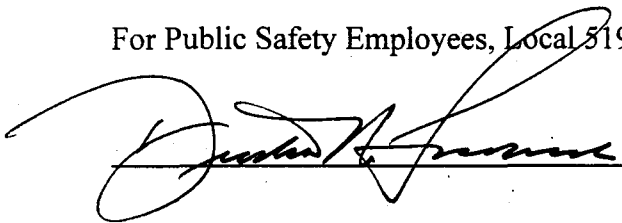
For King County:



4/4/96

Date

For Public Safety Employees, Local 519



4/3/96

Date

Memorandum of Understanding
Between
Public Safety Employees, Local 519

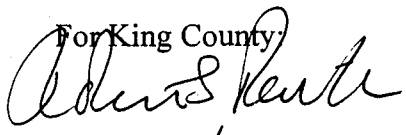
Fire Marshal's Office

and

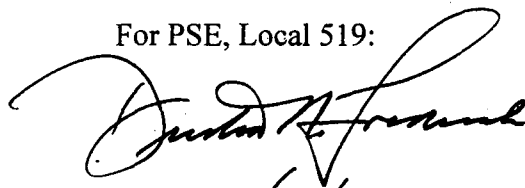
King County

RE: Cost-of-Living

The parties agree that if the Metropolitan King County Council passes an ordinance changing the cost-of-living rate or formula for non-represented employees during the term of this Agreement, either party may request to re-open the article(s) affected by the change.

For King County

4/4/96

Date

For PSE, Local 519:

4/3/96

Date

Memorandum of Understanding
Between
Public Safety Employees, Local 519

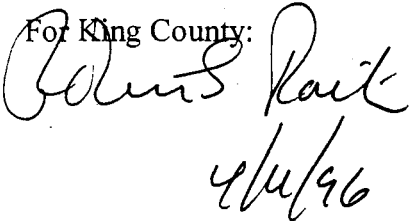
Fire Marshal's Office

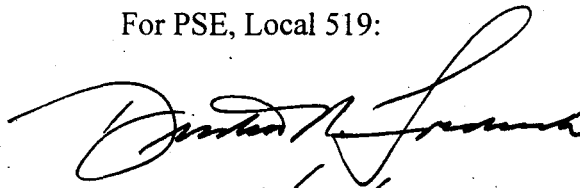
and

King County

RE: Sick and Vacation Leave Accrual Rates

The parties agree that if the Metropolitan King County Council passes an ordinance increasing or decreasing the sick or vacation leave benefits schedule for non-represented employees during the term of this agreement, either party may request to re-open the articles(s) affected by the change.

For King County:

4/4/96
Date

For PSE, Local 519:

4/3/96
Date

Memorandum of Understanding
Between
Public Safety Employees, Local 519

Fire Marshal's Office

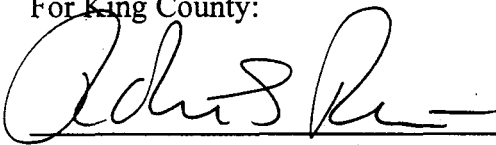
and

King County

RE: Vehicle Plan - Runzheimer

The parties agree to adopt the Runzheimer vehicle plan and subsequent modifications thereto.

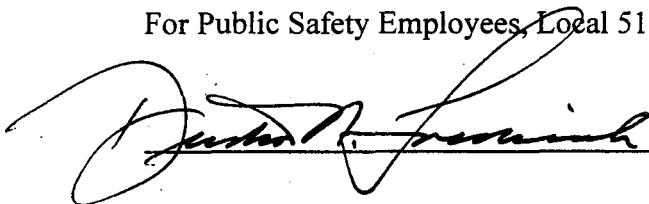
For King County:



4/6/96

Date

For Public Safety Employees, Local 519:



4/3/96

Date

Runzheimer Plan for DDES and PSE Local #519 Employees

- 1.0** **Employee Provided Vehicles** - With the mutual consent of the employer and the employee, employees may convert to the use of personally owned vehicles in the performance of their duties. Employees proposing to make such a conversion may make a request to the Department Director or his/her designee in writing. The Director (or designee) will make a decision on the employee proposal and provide a written response. All decisions are final. Employee initiated reversion to the use of County owned vehicles may be made only upon approval of the Department Director and only during the period specified by the Director. The employer may, at its discretion and in conformance with those notification requirements specified herein, return an employee to the use of a County owned vehicle at any time. Employees with assigned vehicles on the date of the signing of this agreement may remain with such assignments subject to the terms and conditions of Departmental policies as revised.
- 1.0.1** An employee who has converted to the Runzheimer plan may initiate a reversion to an assigned vehicle provided the individual qualifies for an assigned vehicle. Individuals proposing to revert to an assigned vehicle must provide a written notice during the month of May of each year. The employer may initiate the return of an employee to the use of an assigned vehicle at any time. The employer will provide a written response to the employee indicating the month in which an assigned vehicle will be provided. In no case shall an assigned vehicle be provided later than the following February 28th.
- 1.1** **Parking** - Employees who use their personal automobile in the performance of their duties shall be provided free parking during assigned working hours at the Employer's facilities. However, parking shall not be provided to any employee who has been provided with reasonable advance notice that such employee shall not be required to use his automobile in the performance of duties on a particular work day.
- 1.1.1** The parking provided shall be on a space available and weather and surface conditions permitting basis in the Employer designated parking facilities.
- 1.1.2** The Employer shall also pay all reasonable and Employer approved fees up to a maximum of five dollars (\$5.00) per day for parking expenses incurred by employees using their personal automobiles in the performance of their duties in areas distant from Department facilities.
- 1.1.3** If the Employer is unable to provide free parking at its facilities, employees shall be paid the average daily rate prevalent in the commercial parking lots surrounding the area of assignment on the day of the assignment.
- 1.2** **Mileage Allowance** - Effective January 1, 1995, employees who have been assigned by the Department to use their personal vehicles in the performance of their duties shall be paid an automobile expense allowance by the Employer on the following basis predicated on the basis of a five (5) day workweek schedule:

- a. A minimum fixed amount equal to two hundred eighty-three dollars and four cents (\$283.04) per month for each month in which the employee is assigned by the Department to use his personal vehicle in the performance of his work;
- b. An additional variable amount equal to ten and eight-five one hundredths cents (\$0.1085) per each mile driven by the employee in the performance of his work; and

1.2.1 Employees who are required to provide a personal vehicle for use in the service of the Employer and who are assigned to temporary or permanent office duty not requiring the use of their vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a mileage severance payment equal to one (1) month's fixed amount for the first calendar month of such removal. The first day of removal from mileage shall always coincide with the first calendar day of a month.

1.2.2 Employees who voluntarily remove themselves from a position requiring the use of a vehicle shall not be eligible for the above severance payments. "Voluntarily remove" for the purposes of this Section shall mean vacation, leaves of absence, sick leave in excess of two (2) weeks and employee-initiated voluntary transfers to non-driving assignments. Employees removed due to sick leave shall be compensated on the following basis: Paid the full minimum fixed amount plus per mile compensation for the initial month of removal, the full minimum fixed amount plus per mile compensation for the second month of removal, the full minimum fixed amount plus per mile compensation for the third month of removal and no more payments until the employee returns to work. Employees removed for all other employee initiated reasons shall be compensated on the following basis:

- Paid the full minimum fixed amount plus per mile compensation for the first month of removal;
- Paid the full minimum fixed amount plus per mile compensation for the second month of removal;
- No more payments until employee returns to driving assignment;
- Upon return to a driving assignment after the second full calendar month following voluntary removal from a driving assignment, the employee shall be paid a prorated percentage (total number of working days remaining in the month starting with the day of return to a driving assignment + the total number of working days in the subject month x the full minimum fixed amount) plus per mile compensation for the first month of return to a driving assignment.

1.2.3 The minimum monthly fixed amount of two hundred eighty-three dollars and four cents (\$283.04) shall be adjusted January 1st of each year as advised by Runzheimer International, Inc.

1.2.4 The additional variable amount of ten and eighty-five one hundredths cents (\$0.1085) per mile shall be adjusted quarterly (January 1st, April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.

- 1.2.5 The depreciation allowance of one hundred eighteen dollars (\$118.00) per one thousand (1,000) miles exceeding the average number of miles per year shall be adjusted annually as advised by Runzheimer International, Inc. That amount shall be paid to all persons enrolled on the Runzheimer Plan for the full twelve months of the subject year. The allowance shall be paid for each full 1,000 miles which exceed the average.
- 1.2.6 The expense associated with the subscription to the Runzheimer service shall be borne by the Employer.
- 1.2.7 The standard vehicles used by Runzheimer International, Inc. to establish costs for compensation shall be the make and model of the successful low bid compact car and 4-wheel drive pickup truck established in King County's annual fleet replacement bids (1995 = Sedan: Pontiac Grand AM SE, 4-dr sedan, 2.3L 4 cyl; 1995 Pickup: Chevrolet T10 4wd ext cab pickup 4.3 L 6 cyl.). If King County does not conduct a bid process for any year, the successful low bid compact car and pickup truck established in the State of Washington fleet replacement bids shall be used. Runzheimer International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified factors.
- The amount of work related mileage recognized shall be the average number of miles driven in the service of the Employer by all employees covered under terms of this agreement who were assigned to use their vehicle twelve (12) months during the immediately previous calendar year. The retentional cycle specified shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be seventy-one and four tenths percent (71.4%) (five days per week).
- 1.2.8 New employees shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days remaining in the month they are initially assigned to use their personal vehicle.
- 1.2.9 If the Employer agrees to changes in the workweek schedule of other than five days per week, the fixed cost monthly allotment shall be converted to the average percentage of the week an employee reports to work.
- 1.2.10 In any calendar month wherein the employee uses his or her automobile in the performance of his or her job related duties on fifty percent (50%) of the employee's normally scheduled days off, the percentage of the recognized fixed monthly cost to be paid to each such individual shall be adjusted to reflect the increase.
- 1.2.11 Employees whose employment has been terminated for any reason whether voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days said employees were employed in their last month of employment. No further payments shall be made which relate to days or months occurring after the employee's last day of physical presence at work.
- 1.2.12 Assignment of pool vehicles and/or use of personal vehicles on County business shall be at the sole discretion of management. Employees ineligible for assigned vehicles shall not normally be eligible for the Runzheimer plan.

- 1.3 **Inoperative Vehicles** - In the event an employee's vehicle becomes inoperative during the performance of his duties, the individual may report back to the office that day and perform office assignments as assigned or take vacation for the remainder of the day.
- 1.3.1 The Employer shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The Employer shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same.
- 1.3.2 Employees claiming towing expenses shall submit a receipt for the towing expense which clearly displays the date of subject tow, and a brief written description of the circumstances which led to the need for towing. The decision to reimburse an employee for towing expenses shall be at the sole discretion of management.
- 1.4 Monthly reimbursement under the Runzheimer plan, shall be made monthly in conformance with Internal Revenue Service (IRS) regulations. That amount which is equal to the IRS business expense per mile amount, will not be exposed to taxation. That amount which exceeds the business expenses per mile amount (currently \$0.31) will be exposed to taxation.
- 1.5 Employees will not be compensated for expenses associated with commuting to work. End of the day travel expenses will be computed as follows: The employer will compensate the employee for mileage expenses to the employee's residence or to the employee's office of assignment, whichever is less.

MJF/clc 3/21/96