

October 24, 1997  
21000197 clerk 11/20/97

MAGGI FIMIA GREG NICKELS  
BRIAN DERDOWSKI LARRY GOSSETT  
Introduced by LARRY PHILLIPS

Proposed No. 97-705

ORDINANCE NO. **12951**

AN ORDINANCE approving and adopting the collective bargaining agreement and seven memoranda of understanding negotiated by and between King County and Public Safety Employees, Local 519, representing employees in the deputy fire marshal classification; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement and seven memoranda of understanding negotiated between King County and the Public Safety Employees, Local 519, representing employees in the deputy fire marshal classification 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, 1998, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 1<sup>st</sup> day of

December, 19 97.

PASSED by a vote of 11 to 0 this 15<sup>th</sup> day of

December, 19 97.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Chair Jane Hague

ATTEST:

Zimmer  
Clerk of the Council

APPROVED this 19 day of December, 19 97.

Donald Aron  
King County Executive

Attachment:  
Collective Bargaining Agreement

1 AGREEMENT BETWEEN  
2 PUBLIC SAFETY EMPLOYEES, LOCAL 519  
3 AND  
4 KING COUNTY DEPARTMENT OF  
5 DEVELOPMENT AND ENVIRONMENTAL SERVICES,  
6 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 1: 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 1A: 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.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

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

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

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

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

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**ARTICLE 3: 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 12.

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.

1 ARTICLE 4: HOLIDAYS

2 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

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

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

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Beginning February 1, 1997, regular full-time employees shall be eligible  
 3 to accrue vacation leave benefits for each hour in pay status exclusive of overtime as  
 4 described in the following table except in those instances expressly provided for in other  
 5 sections of this Article:

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8 <b>Full Years of Service</b>	9 <b>Hourly Accrual Rate</b>	10 <b>Equivalent Annual Leave in Days (for illustration)</b>
11 Upon hire through end of Year 5	.0462	12
12 Upon beginning of Year 6	.0577	15
13 Upon beginning of Year 9	.0616	16
14 Upon beginning of Year 11	.0770	20
15 Upon beginning of Year 17	.0808	21
16 Upon beginning of Year 18	.0847	22
17 Upon beginning of Year 19	.0885	23
18 Upon beginning of Year 20	.0923	24
19 Upon beginning of Year 21	.0962	25
20 Upon beginning of Year 22	.1001	26
21 Upon beginning of Year 23	.1039	27
22 Upon beginning of Year 24	.1078	28
23 Upon beginning of Year 25	.1116	29
24 Upon beginning of Year 26 and beyond	.1154	30

25 **Section 2.** Regular employees who were employed on or before December 1, 1995, and have  
 26 by that date completed at least three (3) but less than five (5) years of service, shall accrue at the  
 27 .0577 rate effective January 1, 1996. Said employees who were employed on or before December 31,  
 28 1995 and subsequent to that date complete three (3) full years of service shall begin to accrue at the



1 .0577 rate effective on the first day of the their fourth full year of service. Beginning on the first day  
2 of their sixth full year of service, all such employees shall accrue vacation leave as set forth in  
3 Section 1.

4 **Section 3.** Regular employees shall accrue vacation leave from their date of hire.

5 **Section 4.** Regular employees shall not be eligible to take or be paid for vacation leave until  
6 they have successfully completed their first six months of County service, and if they leave County  
7 employment prior to successfully completing their first six months of County service, shall forfeit  
8 and not be paid for accrued vacation leave. Regular employees shall be paid for accrued vacation  
9 leave to their date of separation up to the maximum accrual amount if they have successfully  
10 completed their first six months of County service. Payment shall be the accrued vacation leave  
11 multiplied by the employee's regular base rate of pay in effect upon the date of leaving County  
12 employment less mandatory withholdings.

13 **Section 5.** The division manager shall be responsible for establishing a vacation schedule in  
14 such a manner as to achieve the most efficient functioning of the division.

15 **Section 6.** Full-time regular employees may accrue up to sixty days vacation. Part-  
16 time regular employees may accrue vacation leave up to sixty days prorated to reflect their  
17 normally scheduled workweek. Employees shall use vacation leave beyond the maximum  
18 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the  
19 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum  
20 amount unless the division manager has approved a carryover of such vacation leave because  
21 of cyclical workloads, work assignments or other reasons as may be in the best interests of the  
22 County.

23 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued  
24 and such use or payment is consistent with the provisions of this Article.

25 **Section 8.** No employee shall work for compensation for the County in any capacity  
26 during the time that the employee is on vacation leave.

27 **Section 9.** Employees may use vacation in one-half hour increments, at the discretion  
28 of the division manager.

1           **Section 10.** In cases of separation from County employment by death of an employee  
2 with accrued vacation leave and who has successfully completed his/her first six months of  
3 County service, payment of unused vacation leave up to the maximum accrual amount shall  
4 be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW  
5 Title 11.

6           **Section 11.** If an employee resigns from County employment or is laid off and  
7 subsequently returns to County employment within two years from such resignation or lay off,  
8 as applicable, the employee's prior County service shall be counted in determining the  
9 vacation leave accrual rate under Section 1.

10           **Section 12.**

11           **A.** Any regular employee may donate a portion of his or her accrued vacation  
12 leave to a regular employee, or such donation will occur upon written request to and approval  
13 of the donating and receiving employees' division manager(s), except that requests for  
14 vacation donation made for the purposes of supplementing the sick leave benefits of the  
15 receiving employee shall not be denied unless approval would result in a departmental  
16 hardship for the receiving department.

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

21           **C.** Donated vacation leave hours must be used within ninety calendar days  
22 following the date of donation. Donated hours not used within ninety days or due to the death  
23 of the receiving employee shall revert to the donor. Donated vacation leave hours shall be  
24 excluded from vacation leave payoff provisions contained in this Article. For purposes of this  
25 Section, the first hours used by an employee shall be accrued vacation leave hours.

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

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

1 ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE

2       **Section 1.** Full-time regular employees and part-time regular employees, shall accrue sick  
3 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime; except  
4 that sick leave shall not begin to accrue until the first of the month following the month in which the  
5 employee commenced employment. The employee is not entitled to sick leave if not previously  
6 earned.

7       **Section 2.** During the first six months of service, employees eligible to accrue vacation leave  
8 may, at the division manager's discretion, use any accrued days of vacation leave as an extension of  
9 sick leave. If an employee does not work a full six months, any vacation leave used for sick leave  
10 must be reimbursed to the County upon termination.

11       **Section 3.** Employees may use sick leave in one-half hour increments, at the discretion of the  
12 division manager.

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

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

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

22       **Section 7.** Beginning February 1, 1997, employees eligible to accrue sick leave and who have  
23 successfully completed at least five years of County service and who retire as a result of length of  
24 service or who terminate by reason of death shall be paid, or their estates paid or as provided for by  
25 RCW Title 11, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick  
26 leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment  
27 less mandatory withholdings.

1           **Section 8.** Accrued sick leave may only be used for the following reasons:

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

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

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

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

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

12           **E.** The employee's medical, ocular or dental appointments, provided that the  
13 employee's division manager has approved the use of sick leave for such appointments.

14           **F.** To care for the employee's child or the child of an employee's domestic partner if  
15 the following conditions are met:

16                   1. The child is under the age of eighteen;

17                   2. The employee is the natural parent, stepparent, adoptive parent, legal  
18 guardian or other person having legal custody and control of the child;

19                   3. The employee's child or the child of an employee's domestic partner has a  
20 health condition requiring the employee's personal supervision during the hours of his/her absence  
21 from work;

22                   4. The employee actually attends to the child during the absence from work.

23           **G.** Employees shall be entitled to use sick leave in the maximum amount of three  
24 days for each instance where such employee is required to care for immediate family members who  
25 are seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this  
26 section.

27           **H.** Up to one day of sick leave may be used by a male employee for the purpose of  
28 being present at the birth of his child.

1           **Section 9.** An employee who has exhausted all of his/her sick leave may use accrued vacation  
2 leave as sick leave before going on leave of absence without pay, if approved by his/her division  
3 manager.

4           **Section 10.** Donation of sick leave hours.

5           A. Any regular employee may donate a portion of his or her accrued sick leave to a  
6 regular employee upon written notice to the donating and receiving employees' division managers.

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

10           C. Donated sick leave hours must be used within ninety calendar days. Donated  
11 hours not used within ninety days or due to the death of the receiving employee shall revert to the  
12 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in  
13 this Article, and sick leave restoration provisions contained in this Article. For purposes of this  
14 section, the first hours used by an employee shall be accrued sick leave hours.

15           D. All donations of sick leave are strictly voluntary. Employees are prohibited from  
16 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for  
17 donating sick leave hours.

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

22           **Section 11.** Leave - Organ Donors.

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

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

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

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

11 **Section 12. Bereavement Leave.**

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

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

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

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

22 E. For the purposes of this Article, a member of the immediate family is as follows:  
23 spouse, domestic partner, and the grandparent, parent, child, sibling, child-in-law, parent-in-law,  
24 grandchild of the employee, or the employee's spouse or domestic partner.

**ARTICLE 7: 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



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

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

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

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1 ARTICLE 8: OVERTIME

2 **Section 1.** Except as otherwise provided in this article, employees on a five-day  
3 schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight  
4 (8) in one day exclusive of the employees unpaid lunch period, or forty (40) in one week.

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

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

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

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

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

1 ARTICLE 9: HOURS OF WORK

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

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

10       **Section 3.** With management approval, work schedules may be altered upon written  
11 request of the employee. Employees assigned as Investigators shall be allowed, at their  
12 discretion, to adjust their work hours during the twenty-four (24)-hour period following the  
13 investigation of a fire. If the investigation of a fire requires an employee to be on duty in  
14 excess of his or her normal workday, the employee shall be allowed to adjust the workday  
15 during the following twenty-four (24)-hour period to allow for adequate rest and recuperation,  
16 or to use one (1) to eight (8) hours of compensatory time. Schedule adjustments and use of  
17 compensatory time shall be subject to the approval of the Fire Marshal or designee, and shall  
18 be assigned in accordance with 29 U.S.C. 207(o) as amended.

1 ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

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

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

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1 ARTICLE 11: MISCELLANEOUS

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

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

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

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

20       **Section 5.** Employees who, in the line of duty, suffer a loss of or damage to essential  
21 personal property while using required protective clothing as appropriate, will have the lost or  
22 damaged item repaired or replaced at County expense. Replacement or repair of non-essential  
23 personal property shall not exceed \$150 per occurrence, provided that the employee can  
24 establish the value of the lost or damaged item to the satisfaction of the Fire Marshal. Where  
25 possible, the essential and/or non-essential items shall be presented to the Fire Marshal as  
26 documentation of the need for replacement or repair.

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

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

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

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1 ARTICLE 12: GRIEVANCE PROCEDURE

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

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

8 **Section 1. Definition.**

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

11 **Section 2. Procedure.**

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

15 The grievance must:

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

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

22 **Step 2 - Division Manger:** If, after thorough discussion with the immediate supervisor, the  
23 grievance has not been satisfactorily resolved, the employee and his/her representative shall present  
24 the grievance to the manager for investigation, discussion and written reply. The manager shall make  
25 his/her written decision available to the aggrieved employee within ten working days. If the  
26 grievance is not pursued to the next higher level within five working days, it shall be presumed  
27 resolved.

28 **Step 3 - Department Director:** If, after thorough evaluation, the decision of the division

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

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

17 This committee shall convene a hearing for the purpose of resolving the grievance. Both  
18 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall  
19 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
20 committee shall render a decision within ten (10) working days. The proceedings shall be informal.  
21 Rules of evidence do not apply. The purpose shall be to determine the validity of the grievance and  
22 render a decision appropriate to that determination.

23 **Step 5 - Arbitration:** Either the County or the Union may request arbitration within 30 days  
24 of conclusion of Step 4, and must specify the exact question which it wishes arbitrated. The parties  
25 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are  
26 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven  
27 arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from  
28 the list by both the County representative and the Union, each alternately striking a name from the list



1 until one name remains. The arbitrator, under voluntary labor arbitration rules of the Association,  
2 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and  
3 binding on both parties.

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

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

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

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

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

15 **Section 6. Multiple Procedures:** If employees have access to multiple procedures for  
16 adjudicating grievances, then selection by the employee of one procedure will preclude access to  
17 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
18 procedure.

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

26 **Section 8. Probationary Period:** All newly hired and promoted employees must serve a  
27 probationary period of six (6) months unless extended by the Director of the Office of Human  
28 Resources Management. As the above specifies that the probationary period is an extension of the

1 hiring process, the provisions of this Article will not apply to employees if they are discharged during  
2 their initial probationary period or are demoted during the promotional probationary period for not  
3 meeting the requirements of the classification. Grievances brought by probationary employees  
4 involving issues other than discharge or demotion may be processed in accordance with this Article.

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

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1 ARTICLE 13: BULLETIN BOARDS

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

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1 ARTICLE 14: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 ARTICLE 15: SAVINGS CLAUSE

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

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**ARTICLE 16: 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.

1 ARTICLE 17: REDUCTION IN FORCE

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

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

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

23       **Section 4.** The names of laid off employees will be placed in inverse order of layoff  
24 on a Re-employment List for the classification previously occupied. The Re-employment List  
25 will remain in effect for a maximum of two years or until all laid off employees are re-hired,  
26 whichever occurs first.

1 ARTICLE 18: WAIVER CLAUSE

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

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1 ARTICLE 19: TRANSFERS

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

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

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

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

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

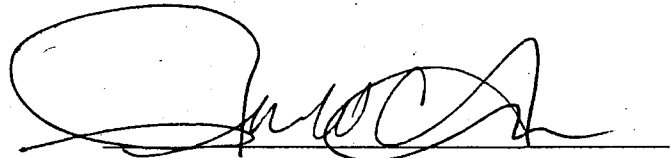
14       **Section 3. Involuntary Transfer:** When an employee is transferred or reassigned  
15 involuntarily and such transfer or reassignment produces significant hardship on the employee  
16 or his/her family due to excess travel time, expense, or other factors, the Department will give  
17 full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

1 ARTICLE 20: DURATION

2 This Agreement and each of its provisions shall become effective upon ratification and  
3 final consummation by all formal requisite means by the Metropolitan King County Council  
4 and shall be effective from January 1, 1998 through December 31, 1998.

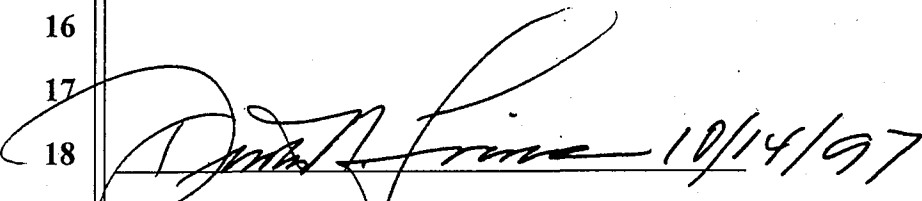
5 Contract negotiations for 1999 may be initiated by either party providing to the other  
6 written notice of its intention to do so not less than 30 days prior to September 1, 1998.

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8 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1997

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13 KING COUNTY EXECUTIVE

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15 SIGNATORY ORGANIZATION

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19 PUBLIC SAFETY EMPLOYEES, LOCAL 519

12951

Memorandum of Understanding  
Between  
Public Safety Employees, Local 519

Fire Marshal's Office

and

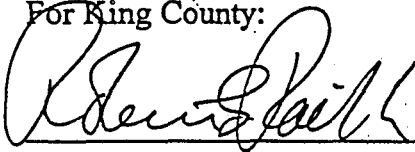
King County

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.

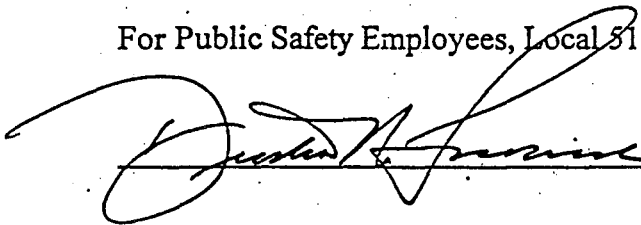
For King County:



4/4/96

Date

For Public Safety Employees, Local 519



4/3/96

Date

12951

Memorandum of Understanding  
Between  
Public Safety Employees, Local 519

Fire Marshal's Office

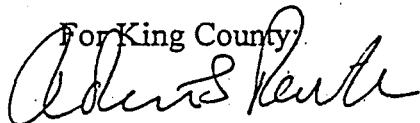
and

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.

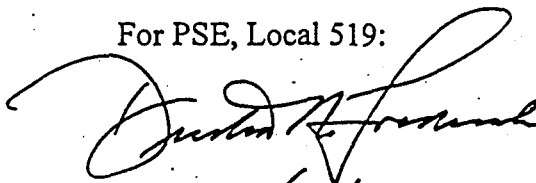
For King County:



4/4/96

Date

For PSE, Local 519:



4/3/96

Date

12951

Memorandum of Understanding  
Between  
Public Safety Employees, Local 519

Fire Marshal's Office

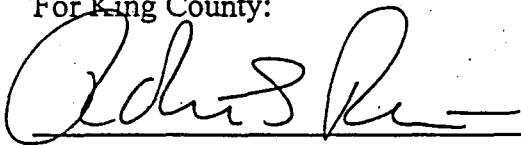
and

King County

RE: Vehicle Plan - Runzheimer

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

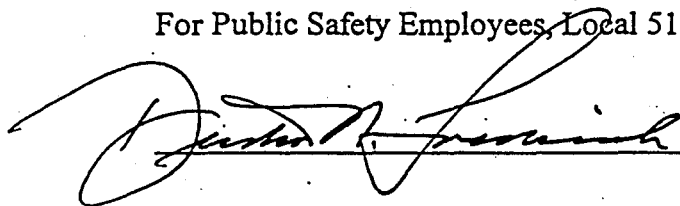
For King County:



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

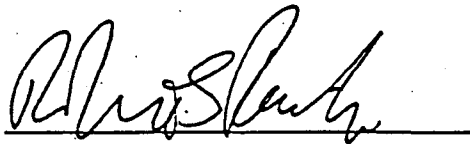
12951

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
PUBLIC SAFETY EMPLOYEES, LOCAL 519  
FIREMARSHAL'S OFFICE

Subject: Article II: Union Recognition and Membership

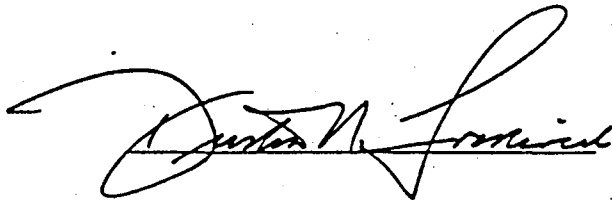
The parties agree that an employee may pay an "agency fee" in lieu of Union membership.

For King County:

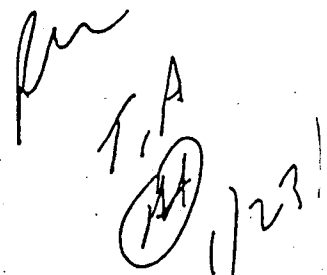


4/17/97  
Date

For Public Safety Employees, Local 519:



4/14/97  
Date

  
T.A.  
1/23/97

12951

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
PUBLIC SAFETY EMPLOYEES, LOCAL 519  
FIREMARSHAL'S OFFICE

Subject: Compensation Survey

At the County's request, the parties agree to meet and negotiate the affects of a compensation study to be conducted by the County on the classifications listed under Addendum A of the Agreement.

For King County:

Robert S. Roberts

4/17/97  
Date

For Public Safety Employees, Local 519:

Dennis N. Lomine

4/14/97  
Date

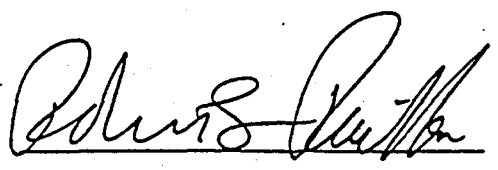
For  
T.A.  
1/23/1

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
PUBLIC SAFETY EMPLOYEES, LOCAL 519  
FIREMARSHAL'S OFFICE

Subject: Payroll Changes

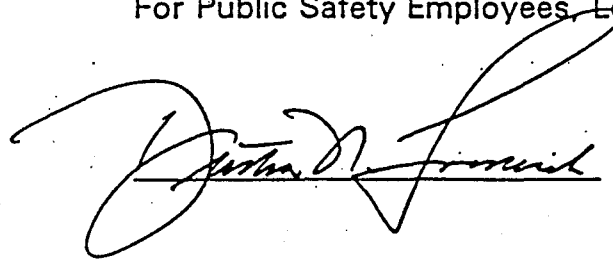
The Union agrees that employees will be compensated and receive accruals on a hourly basis and that the Agreement will be modified to reflect such. The change to a hourly basis shall be enacted at the discretion of the County. Further, the Union agrees to change from the current semi-monthly payroll process to a biweekly weekly payroll process if such change is enacted through an ordinance or by an executive policy. The County agrees to meet with the Union and discuss the effect of such change in the event that the change in the payroll process does not include a transition option for employees and the transition creates an undue hardship.

For King County:

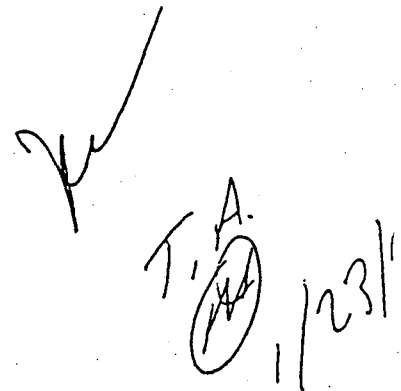


4/17/97  
Date

For Public Safety Employees, Local 519:



4/14/97  
Date

  
T.A.  
1/23/11

12951

Memorandum of Understanding  
Between  
King County  
and  
Public Safety Employees, Local 519

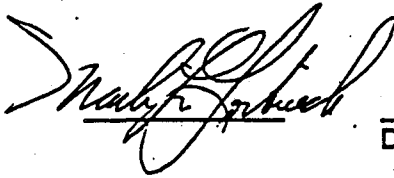
Subject: Family and Medical Leave Act

This memorandum memorializes an agreement between King County and the Public Safety Employees, Local 519.

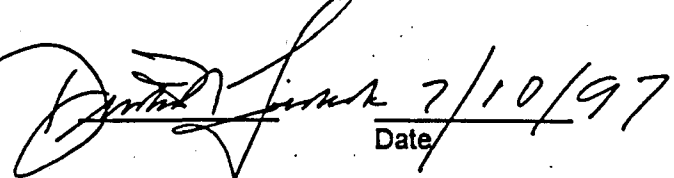
1. Articles III (Management Rights) and VI (Sick Leave) of the collective bargaining agreement tentatively agreed to between the parties will be construed in a manner consistent with the federal Family and Medical Leave Act.
2. The parties agree that at such time as either the County Council enacts an ordinance or the County Executive issues an executive order relating to Family and Medical Leave as that term is used in the federal Family and Medical Leave Act, either party may request a reopening of the contract in order to bargain the application and any attendant effects upon wages hours and working conditions of that ordinance or executive order whether or not such ordinance or executive order specifically relates to represented employees.

For King County:

For Public Safety Employees, Local 519



7/10/97  
Date



7/10/97  
Date