

03/25/99
21000199

Introduced By: LARRY PHILLIPS
KENT PULLEN

Clerk 03/31/99

Proposed No.: 1999-0193

ORDINANCE NO. **13466**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and four Memoranda of Understanding negotiated by and between King County and Service Employees International Union, Public Safety Employees, Local 519 (Fire Marshal's Office), representing employees in the department of development and environmental services; and establishing the effective date of the agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement and four memoranda of understanding negotiated between King County and the and Service Employees International Union, Public Safety Employees, Local 519 (Fire Marshal's Office), representing employees 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. The four memoranda of understanding relate to:


- A. Family and Medical Leave Act;
- B. Payroll changes;
- C. Vehicle plan; and
- D. Reductions in force.

1 SECTION 3. Terms and conditions of the agreement shall be effective from January
2 1, 1999, through and including December 31, 2001.

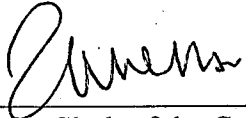
3 INTRODUCED AND READ for the first time this 12th day of
4 April, 1999.

5 PASSED by a vote of 11 to 0 this 19th day of April
6 1999.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 
10 Chair

11 ATTEST:

12 
13 Clerk of the Council

14 APPROVED this 28 day of April, 1999

15 
16 King County Executive

17 Attachments: Collective Bargaining Agreement, four Memoranda of Understanding
18 (Document Codes: 210C0199, 210U0199; 210U0299, 210U0399,
19 210U0499)

AGREEMENT BETWEEN
KING COUNTY

13466

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC SAFETY EMPLOYEES, LOCAL 519

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13466

AGREEMENT BETWEEN

KING COUNTY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

PUBLIC SAFETY EMPLOYEES, LOCAL 519

These articles constitute an agreement, terms of which have been negotiated in good faith between King County (County) and the Public Safety Employees, Local 519 (Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council).

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such 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.

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

4 **Section 2.**

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

10 B. It shall also be a condition of employment that employees covered by this
11 Agreement who are hired 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 and
13 initiation fees as are customarily paid by Union members to the Union, or to a non-religious charity,
14 or to another charitable organization mutually agreed upon by the employee and the Union. The
15 employee shall furnish written proof to the Union that such payments are made.

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

19 **Section 4.** The Union will indemnify, defend, and hold the County harmless against any
20 claims made and against any suit instituted against the County on account of any check-off of dues
21 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
22 of the check-off provision upon presentation of proper evidence thereof.

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

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

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

1 **ARTICLE 4: HOLIDAYS**

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

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

21 **Section 2.** In addition to the above, each employee eligible for holiday pay will have two (2)
 22 personal holidays. These holidays will be administered through the vacation plan. The first holiday
 23 shall be accrued as of October 1 of each year and the second holiday shall be accrued as of November
 24 1 of each year for those employees actively on the payroll as of those dates.

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

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

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

4 **Section 6.** An employee must be in pay status the scheduled week day before and after the
5 holiday to be eligible for the holiday pay.

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ARTICLE 5: VACATIONS

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

Full Years of Service	Hourly Accrual Rate	Maximum Annual Leave in Days
Upon hire through end of Year 5	.04616	12
Upon beginning of Year 6	.05770	15
Upon beginning of Year 9	.06154	16
Upon beginning of Year 11	.07693	20
Upon beginning of Year 17	.08077	21
Upon beginning of Year 18	.08462	22
Upon beginning of Year 19	.08847	23
Upon beginning of Year 20	.09231	24
Upon beginning of Year 21	.09616	25
Upon beginning of Year 22	.10000	26
Upon beginning of Year 23	.10385	27
Upon beginning of Year 24	.10770	28
Upon beginning of Year 25	.11154	29
Upon beginning of Year 26 and beyond	.11539	30

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

1 of their sixth full year of service, all such employees shall accrue vacation leave as set forth in
2 Section 1.

3 **Section 3.** Employees eligible to accrue vacation leave shall accrue vacation leave from their
4 date of hire.

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

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

15 **Section 6.** Employees who work a full-time schedule may accrue up to sixty days vacation.
16 Employees who work a part-time schedule may accrue vacation leave up to sixty days prorated to
17 reflect their normally scheduled workday. 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 amount
20 unless the division manager has approved a carryover of such vacation leave because of cyclical
21 workloads, work assignments or other reasons as may be in the best interests of the County.

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

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

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

28 **Section 10.** In cases of separation from County employment by death of an employee with

1 accrued vacation leave and who has successfully completed their first six months of County service in
2 a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount
3 shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW
4 Title 11.

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

1 ARTICLE 6: SICK LEAVE

2 **Section 1.** Regular, probationary, provisional and term-limited 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 in a paid leave eligible position, employees
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 in a paid leave eligible position, any
10 vacation leave used for sick leave 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 by division management
17 for any requested sick 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 a regular employee resign or be laid off and return to County employment
21 within two years, accrued sick leave shall be restored.

22 **Section 7.** Employees who have successfully completed at least five years of County service
23 and who retire as a result of length of service or who terminate by reason of death shall be paid, or
24 their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five
25 percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of pay in
26 effect upon the date of leaving County employment less mandatory withholdings.

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

28 A. The employee's bona fide illness; provided, that an employee who suffers an

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

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

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

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

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

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

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

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

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

17 3. The employee's child or the child of an employee's domestic partner has a
18 health condition requiring the employee's personal supervision during the hours of their absence from
19 work;

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

21 **G.** Employees shall be entitled to use sick leave in the maximum amount of three
22 days for each instance where such employee is required to care for immediate family members who
23 are seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this
24 section. Immediate family is defined in Article 7, Section 3.D.

25 **H.** Up to one day of sick leave may be used by an employee for the purpose of being
26 present at the birth of the employee's child.

27 **Section 9.** An employee who has exhausted all of their sick leave accrual may use accrued
28 vacation leave as sick leave before going on leave of absence without pay, if approved by the division

1 manager or designee.

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1 ARTICLE 7: LEAVES

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

4 **A. Vacation leave hours.**

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

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

14 3. Donated vacation leave hours must be used within ninety calendar days
15 following the date of donation. Donated hours not used within ninety days or due to the death of the
16 receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from
17 vacation leave payoff provisions contained in this Article. For purposes of this Section, the first
18 hours used by an employee shall be accrued vacation leave hours.

19 **B. Sick leave hours.**

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

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

26 3. Donated sick leave hours must be used within ninety calendar days.
27 Donated hours not used within ninety days or due to the death of the receiving employee shall revert
28 to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions

1 contained in this chapter, and sick leave restoration provisions contained in this section. For purposes
2 of this section, the first hours used by an employee shall be accrued sick leave hours.

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

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

11 Section 2. Leave – Organ Donors.

12 A. The division manager shall allow employees eligible for paid leaves who are
13 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
14 bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave
15 provided the employee shall:

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

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

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

26 Section 3. Bereavement Leave.

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

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

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

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

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

12 **Section 4. School Volunteers.** Employees eligible for paid leaves shall be allowed the use of
13 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
14 school attended by the employee's child provided; employees requesting to use sick leave for this
15 purpose shall submit such request in writing specifying the name of the school and the nature of the
16 volunteer services to be performed.

17 **Section 5. Jury Duty.** Employees eligible for paid leaves who are ordered on a jury shall be
18 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
19 mileage, with the Department of Finance. Employees shall report back to their division manager or
20 designee when dismissed from jury service.

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

1 **ARTICLE 8: WAGE RATES**

2 **Section 1. COLA.** Effective January 1, of each year of the Agreement, wage rates in effect
3 on December 31, of the preceding year shall be increased by 90% CPI(W) U.S. All Cities, based on
4 the September to September figures. The minimum COLA shall be 2% and the maximum shall be
5 6%.

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

12 **Section 3. Standby.** The employer and the Union agree that the use of off-duty standby time
13 shall be minimized consistent with sound fire investigation practices and the maintenance of public
14 safety. Off-duty standby assignments shall be for a fixed predetermined period of time. Standby pay
15 shall be at a rate equal to fifteen percent (15%) of the employee's base hourly rate for all hours in
16 standby status. Standby pay shall only apply to those employees assigned to the Fire Investigation
17 Unit within the Department of Development and Environmental Services. If an employee is actually
18 called out, standby pay shall cease and normal "call out" provisions shall apply.

19 **Section 4. Step Increases.**

20 (1) All step increases will be based upon satisfactory performance during previous
21 service.

22 (2) Satisfactory performance shall mean an overall rating of "Satisfactory" or above.

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

25 (4) The employee, if denied a step increase under the six-step plan, shall be placed on
26 either monthly or quarterly evaluations and at such time that employee's performance becomes
27 "Satisfactory" as defined above, the employee shall receive the previously denied step increase the
28 first of the month following attaining a "Satisfactory" evaluation. The date on which an employee

1 would be entitled to a future step increase will not be affected by the above action.

2 **Section 5.** Upon the recommendation of the division manager or designee, newly hired
3 employees may be hired in at a step above step 1 if the candidate's training and experience warrants
4 such.

5 **Section 6. Salary for Special Duty Assignment.** An employee who is assigned to special
6 duty will receive an increase of at least five percent (5%) within their current salary range or, if the
7 special duty involves work more appropriately assigned to a higher job classification, to the first step
8 of the salary range of the higher level job classification or to a salary step in the higher level
9 classification which provides at least five percent (5%) increase over the employee's current rate of
10 pay, whichever is greater. Additional compensation will not exceed the maximum of the salary range
11 for the classification except in the case of more than five percent (5%). When the special duty
12 assignment is completed, the employee's salary will revert to the salary rate that the employee would
13 have been at if the employee had not been assigned to special duty.

14 **Section 7. Certification Pay.**

15 A. An employee holding a valid Uniform Fire Code (UFC) or International
16 Association of Arson Investigators (IAAI) certificate will be paid \$50.00 per month.

17 B. No employee shall be paid more than \$50.00 per month regardless of the number
18 or types of certifications held.

1 **ARTICLE 9: OVERTIME**

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

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

19 **Section 3.** All overtime shall be authorized by the division manager or designee in writing.

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

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

1 **ARTICLE 10: HOURS OF WORK**

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

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

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

1 **ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 King County presently participates in group medical, dental, and life insurance programs for
3 eligible regular, probationary, provisional and term-limited temporary employees and their eligible
4 dependents. The County agrees to maintain the level of benefits in these plans for the duration of this
5 Agreement. 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 Joint Labor-Management
7 Insurance Committee.

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1 **ARTICLE 12: MISCELLANEOUS**

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

5 **Section 2. Mileage.** 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 occur
7 during the life of the contract, the contractual rate will be automatically increased to equal the new
8 amount approved by the Council.

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

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

20 **Section 5. Personal Property.** Employees who, in the line of duty, suffer a loss of or
21 damage to their essential personal property while using required protective clothing as appropriate,
22 will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of
23 non-essential 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 division manager or designee.
25 Where possible, the essential and/or non-essential personal property item(s) shall be presented to the
26 division manager or designee as documentation of the need for replacement or repair.

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

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

Section 8. Vehicles. 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.

1 **ARTICLE 13: GRIEVANCE PROCEDURES**

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

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

8 **Section 3. Definition.**

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

11 **Section 4. Procedure.**

12 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved employee,
13 or the employee's representative if the employee wishes, on a Union grievance form within 14
14 calendar days 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 the employee's representative shall
24 present the grievance to the division manager for investigation, discussion and written reply. The
25 division manager shall make a written decision available to the aggrieved employee within ten
26 working days. If the grievance is not pursued to the next higher level within five working days, it
27 shall be presumed 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. The director may interview the employee and/or the employee's
5 representative and receive any additional related evidence which the director may deem pertinent to
6 the grievance. The director shall make a written decision available within ten working days. If the
7 grievance is not pursued to the next higher level within five working days, it shall be presumed
8 resolved. In the event an employee receives a reprimand and the matter is not resolved at Step 3, the
9 Union shall have the option of dropping the grievance, in which case it shall be deemed resolved, or it
10 may proceed directly to arbitration.

11 **Section 5. Arbitration.**

12 A. Either the County or the Union may request arbitration within 30 days of
13 conclusion of Step 3, and must specify the exact question which it wishes arbitrated. The parties
14 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are
15 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven
16 arbitrators furnished by the American Arbitration Association (AAA). The arbitrator will be selected
17 from the list by both the County representative and the Union, each alternately striking a name from
18 the list until one name remains. The arbitrator, under voluntary labor arbitration rules of AAA, shall
19 be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on
20 both parties.

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

24 C. The arbitrator's fee and expenses and any court reporter's fee and expenses shall be
25 paid equally by both parties. Each party shall pay the cost of any witnesses appearing on that party's
26 behalf.

27 D. No matter may be arbitrated which the County by law has no authority over, has
28 no authority to change, or has been delegated to any civil service commission or personnel board as

1 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

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

9 **Section 7. Just Cause/Progressive Discipline.** No regular employee may be discharged,
10 suspended without pay, or disciplined in any way except for just cause. In addition, the County will
11 employ the concept of progressive discipline. In those instances where disciplinary action is based on
12 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or
13 termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately, and the
14 department director or designee shall convene the meeting within ten (10) working days of the date
15 the employee is accused of the violation or is relieved of duty.

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

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

25 **Section 10.** Provisional, term-limited temporary and temporary employees are not eligible to
26 grieve discipline or discharge under this Article.

1 ARTICLE 14: BULLETIN BOARDS

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

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1 ARTICLE 15: SAVINGS CLAUSE

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

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1 **ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

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

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

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

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

1 **ARTICLE 17: REDUCTION IN FORCE**

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

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

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

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

1 **ARTICLE 18: WAIVER CLAUSE**

2 **A. Waivers.** The parties acknowledge that each has had the unlimited right within
3 the law and the opportunity to make demands and proposals with respect to any matter deemed a
4 proper 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 Union, for the duration of this Agreement,
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
7 not referred to or covered in this Agreement.

8 **B. Modification.** Should the parties agree to amend or supplement the terms of this
9 Agreement, such amendments or supplements shall be in writing and effective when signed by the
10 Union and the Director of OHRM/designee.

1 ARTICLE 19: TRANSFERS

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

5 **Section 2. Lateral Transfer.** Regular employees covered by this Agreement shall be given
6 the opportunity to be considered for lateral transfer within their respective classifications if a vacant
7 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 employees
9 within the classifications who are eligible for lateral transfer consideration.

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

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

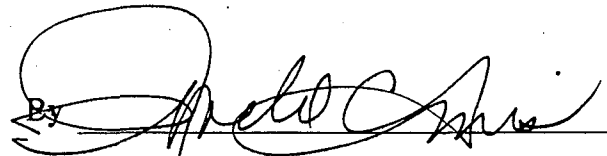
14 **Section 3. Involuntary Transfer.** When an employee is transferred or reassigned
15 involuntarily and such transfer or reassignment produces significant hardship on the employee or the
16 employee's family due to excess travel time, expense, or other factors, the division will give full
17 consideration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

1 ARTICLE 20: DURATION

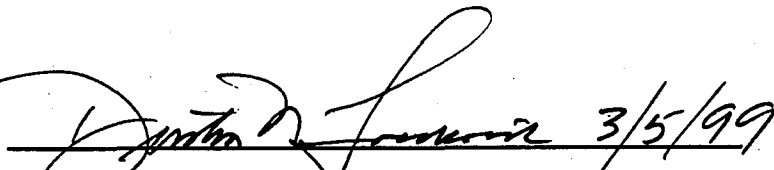
2 This Agreement and each of its provisions shall become effective upon ratification and final
3 consummation by all formal requisite means by the Metropolitan King County Council and shall be
4 effective from January 1, 1999 through December 31, 2001.

5 Contract negotiations for 2002 may be initiated by either party providing to the other written
6 notice of its intention to do so not less than 30 days prior to June 1, 2001.

7
8 APPROVED this _____ day of _____, 1999

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11  By _____

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13 King County Executive

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19  _____ 3/5/99

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21 PUBLIC SAFETY EMPLOYEES, LOCAL 519

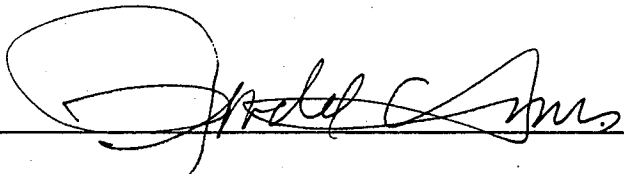
Memorandum of Understanding
between
King County
and
Public Safety Employees, Local 519
(Fire Marshal's Office)

13466

Subject: Payroll Changes

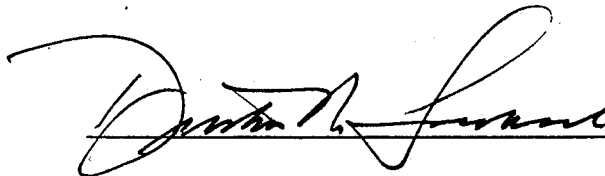
The Union agrees that employees will be compensated and receive accruals on a hourly basis and that the Agreement will be modified to reflect such. The change to a hourly basis shall be enacted at the discretion of the County. Further, the Union agrees to change from the current semi-monthly payroll 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:



3-26-99
_____ Date

For Public Safety Employees, Local 519



3/5/99
_____ Date

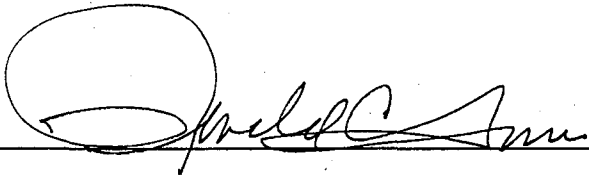
13466

**Memorandum of Understanding
between
King County
and
Public Safety Employees, Local 519
(Fire Marshal's Office)**

Subject: Vehicle Plan - Runzheimer

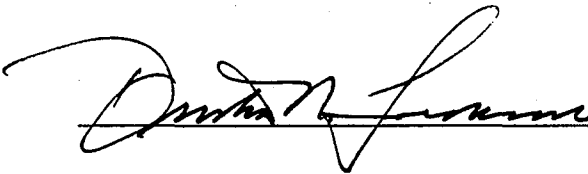
The parties agree to adopt the Runzheimer vehicle plan and subsequent modifications thereto.

For King County:



3-26-99
Date

For Public Safety Employees, Local 519



3/5/99
Date

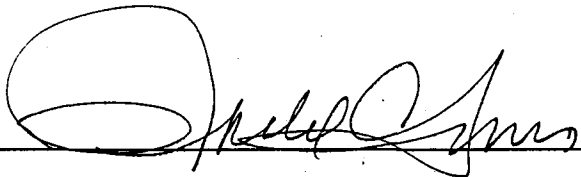
13466

Memorandum of Understanding
between
King County
and
Public Safety Employees, Local 519
(Fire Marshal's Office)

Subject: Reduction in Force

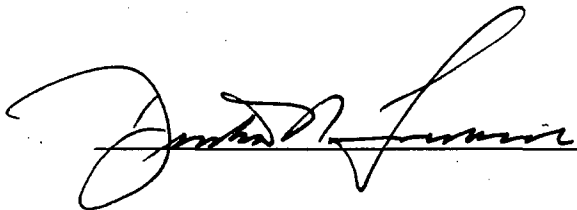
King County and the Union agree that in the event that a current employee (Paul Eichorn, Steven Phelps) is holding the regular position of Fire Protection Engineer II and is laid off during the term of the January 1, 1999 through December 31, 2001 labor agreement, the employee will be "Y" rated in the event he accepts a demotion pursuant to Article 17, Section 2 of the labor agreement.

For King County:



3-26-99
Date

For Public Safety Employees, Local 519



3/5/99
Date

13466

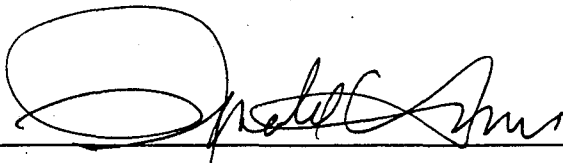
Memorandum of Understanding
between
King County
and
Public Safety Employees, Local 519
(Fire Marshal's Office)

Subject: Family and Medical Leave Act

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

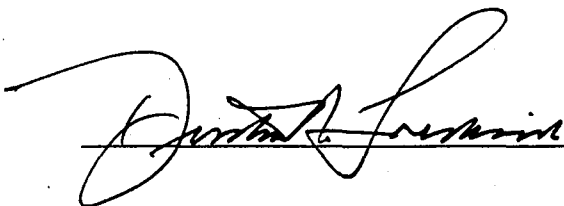
1. Articles 3 (Rights of Management) and 6 (Sick Leave) of the collective bargaining agreement tentatively agreed to between the parties will be construed in a manner consistent with the federal Family and Medical Leave Act.
2. The parties agree that at such time as either the County Council enacts an 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:



3-26-99
Date

For Public Safety Employees, Local 519



3/5/99
Date

**MANAGEMENT, LABOR AND CUSTOMER SERVICES COMMITTEE
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

13466

CONTRACT: Service Employees International Union,
Public Safety Employees, Local 519 (Fire
Marshal's Office)

NEGOTIATOR: Bob Railton

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Seniority Based.
➤ INTEREST-BASED BARGAINING:	Modified Interest Based Bargaining process was followed.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Per Code.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	N/A
➤ CONTRACTING OUT OF WORK:	N/A
➤ LABOR / MANAGEMENT COMMITTEES:	The parties do not have an established committee.
➤ DISCIPLINE & GRIEVANCES:	Just cause standard for discipline. The Grievance process has established procedures.
➤ MEDIATION:	By mutual agreement.
➤ CONTRACT CONSOLIDATION:	N/A
➤ BENEFITS TRUST PLAN:	N/A
➤ HEALTH BENEFITS COST SHARING:	N/A