

**Master Labor Agreement (MLA) - Appendix 26**  
**Agreement Between King County**  
**And**  
**Professional and Technical Employees, Local 17**  
**Office of Emergency Management, Department of Executive Services; Emergency**  
**Management Program Manager**  
**[055]**

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1 **ARTICLE 1: PURPOSE**

2 These articles constitute an Agreement, the terms of which have been negotiated in good faith  
3 by representatives of King County and Professional and Technical Employees, Local 17.

4 The intent and purpose of this Agreement is to promote the continued improvement of the  
5 relationship between King County (hereinafter called the County) and the employees represented by  
6 Professional and Technical Employees, Local 17 (hereinafter called the Union) by providing a  
7 uniform basis for implementing the right of public employees to join organizations of their own  
8 choosing and to be represented by such organizations in matters concerning their employment  
9 relations with the County, and to set forth the wages, hours and other working conditions of the  
10 bargaining unit employees, provided the County has authority to act on such matters.

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

12 **Section 1. Recognition.** The Employer recognizes Professional and Technical Employees,  
13 Local 17 as the exclusive representative of all full-time and part-time regular, probationary and term-  
14 limited temporary employees doing the work of the job classification listed in attached Addendum A,  
15 excluding all others.

16 **Section 2.**

17 **A.** It shall be a condition of employment that within thirty (30) days of the effective  
18 date of this Agreement all employees covered by this Agreement shall become and remain members  
19 in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each  
20 Employee covered by this Agreement and hired into the bargaining unit on or after its effective date  
21 will, on the thirtieth day following the beginning of such employment, become and remain a member  
22 in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

23 **B.** An employee who holds bona fide religious tenets or teachings that prohibit Union  
24 membership or the payment of dues or initiation fees to Union organizations or any other reason is  
25 eligible for a religious exemption as determined by the Public Employment Relations Commission,  
26 will pay an amount of money equivalent to regular union dues and initiation fees to a charitable  
27 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the  
28 Union with written proof that such payments are being made.

1 C. Failure by an Employee to abide by the provisions of paragraph A and B will  
2 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union  
3 will provide the Employee and the County with thirty days notification of the Union's intent to  
4 initiate discharge action. During this period, the Employee may make restitution of the amount  
5 which is overdue.

6 **Section 3. Dues Deduction.**

7 A. Upon receipt of written authorization individually signed by a bargaining unit  
8 Employee, the County shall have deducted from the pay of such employee the amount of dues and/or  
9 fees or representational fees as certified by the Union and transmit the same to the Union.

10 B. The Union will indemnify, defend and hold the County harmless against any  
11 claims made and against any suit instituted against the County on account of any collection of dues  
12 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account  
13 of the collection provision upon presentation of proper evidence thereof.

14 **Section 4. New Hire Forms.** The County will require all new employees hired into a  
15 position included in the bargaining unit to sign a form provided by the Union which will inform them  
16 of the Union's exclusive recognition. One copy of the form will be retained by the County, one by  
17 the employee and the original sent to the Union. The County will notify the Union of any employee  
18 leaving the bargaining unit because of termination, layoff, promotion, demotion, transfer, leave of  
19 absence dismissal or retirement.

20 **Section 5. Lists.** The County will transmit to the Union twice a year, upon request, a current  
21 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, and  
22 job classification, and seniority date (as defined in Article 12). This provision shall not be construed  
23 to limit the right of either party to request information pursuant to RCW 41.56.

24 **ARTICLE 3: UNION RIGHTS & REPRESENTATION**

25 **Section 1. Union Access.** Authorized representatives of the Union shall be afforded access  
26 to the worksite pursuant to RCW 41.56. The County shall make all reasonable efforts to afford  
27 access and the Union shall make all reasonable efforts not to disrupt the normal course of work  
28 during site visits.

1           **Section 2. Stewards.** The Union shall have the right to appoint stewards. Stewards will be  
2 granted reasonable release time to conduct Union business connected to the County’s operations.

3           **Section 3. Bulletin Boards** - Pursuant to MLA Article 23.

4           **Section 4. Electronic Mail** - Pursuant to MLA Article 23.

5           **Section 5. Contracting Out** - Pursuant to MLA Article 16.

6           **ARTICLE 4: RIGHTS OF MANAGEMENT**

7           **Section 1.** The management of the County and the direction of the work force is vested  
8 exclusively in the County subject to the terms of this agreement. Except to the extent there is  
9 contained in this Agreement express and specific provisions to the contrary, all power, authority,  
10 rights and jurisdictions of the County are retained by and reserved exclusively to the County. Such  
11 functions include, but are not limited to: the right to manage the work of employees, to suspend or  
12 terminate regular employees for just cause, transfer, and evaluate employees; to determine and  
13 implement methods, means and assignments to accomplish the work, establish classifications and  
14 select personnel by which operations are to be conducted, including staffing levels; and to initiate,  
15 prepare, modify and administer the budget.

16           **Section 2.** Develop and change and implement career service guidelines, provided that the  
17 County agrees to bargain to the extent required by law.

18           **Section 3.** Conduct Performance Evaluations consistent with Article 5.5.

19           **Section 4. Federal EM guidelines.** The parties acknowledge that, due to the nature of the  
20 work of emergency personnel and federal guidelines that govern the assignment and implementation  
21 of OEM duties, the assignment of work to bargaining unit members in activation situations will be  
22 consistent with National Incident Management Systems (NIMS) requirements currently in effect or as  
23 modified in the future. The Union does not waive its rights under RCW 41.56 to bargain NIMS  
24 related issues/actions to the extent required by law.

25           **ARTICLE 5: EMPLOYEE RIGHTS**

26           **Section 1. Discipline** - Pursuant to MLA Article 27 and the following.

27           **Section 2. Off-duty Conduct.** The off-duty activities of employees shall not be cause for  
28 disciplinary action unless such activities are detrimental to the employee’s work performance and/or

1 have an adverse impact upon the program of the agency.

2 **Section 3. Personnel File Review.** The employee and/or representative may examine the  
3 employee's personnel file(s) if the employee so authorizes in writing. Material placed into the  
4 employee's file(s) relating to job performance or personal character shall be brought to his/her  
5 attention. The employee may dispute the propriety of including the material in the file(s) by inserting  
6 a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee files or  
7 other personal data relating to their employment.

8 **Section 4. Nondiscrimination.** The County and the Union agree that they will not  
9 unlawfully discriminate against any employee by reason of race, color, religion, national origin,  
10 sexual orientation, marital status, age, sex, ancestry, or the presence of any sensory, mental, or  
11 physical handicap or disability in administering and enforcing the provisions of this Agreement.

12 **Section 5. Performance Evaluations.** Each employee will receive performance evaluations  
13 consistent with King County Career Service Guidelines. Changes to these Guidelines will be  
14 bargained to the extent required by law.

15 **ARTICLE 6: HOLIDAYS**

16 Pursuant to MLA Article 10.

17 **ARTICLE 7: VACATION**

18 Pursuant to MLA Articles 9, 35 and the following.

19 **Section 1. Increment and Use of Vacation.** Vacation may be used in full day increments at  
20 the discretion of the department director or designee. Vacation requests will be considered in light of  
21 operational needs and will not be unreasonably denied. An employee may not be granted vacation  
22 benefits if not previously accrued.

23 **Section 2. Vacation Donation -** Pursuant to MLA Article 6.

24 **ARTICLE 8: SICK LEAVE**

25 Pursuant to MLA Articles 11, 34 and the following.

26 **Section 1. Sick Leave Donations -** Pursuant to MLA Article 6.

27 **Section 2. Sick Leave.** Hourly employees may use sick leave in 30 minute increments.

28 FLSA exempt employees may only use sick leave for absences of one full workday.

1           **Section 3. Verification of Sick Leave.** Management is responsible for the proper  
2 administration of sick leave benefits. A doctor's certificate verifying illness or inability to work may  
3 be required of any employee when management reasonably suspects abuse of sick leave due to that  
4 employee's patterned or excessive absenteeism. Sick leave documentation may also be required to  
5 administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the  
6 responsibility of the employee to notify the employee's supervisor of the absence and the anticipated  
7 duration of the absence.

8           **Section 4. Bereavement Leave -** Pursuant to MLA Article 8.

9           **Section 5. Service Volunteering -** Pursuant to MLA Article 4.

10 **ARTICLE 9: RATES OF PAY AND COST OF LIVING ALLOWANCE**

11           Pursuant to Total Compensation MOU, MLA Article 29 and the following.

12           **Section 1.** The wages for the employees covered by this Agreement shall be as set forth in  
13 Addendum A of this Agreement.

14           **Section 2. Step Increases.** Upon completion of six (6) months of satisfactory service  
15 following an employee's starting date in a classification covered under this Agreement, the employee  
16 shall receive a one-step (approximately 5%, no less than 4.75%) increase provided he/she was hired  
17 at the first step or base range assigned to the classification. If the employee was hired above the first  
18 step or base range of the classification, the six month step shall be at the discretion of management.  
19 Thereafter, each subsequent step increase (approximately 2.5%, no less than 2.4%) will be effective  
20 on January 1 of each year provided that the employee is no longer in a probationary status as of  
21 September 30th of the previous year. Term-Limited Temporary (TLT) employees are at all times at-  
22 will employees. They do not serve a probationary period and are not members of the County's career  
23 service system. Term-Limited Temporary (TLT) employees are eligible for the January 1 step  
24 increase set forth above if they have completed six (6) months of satisfactory service as of September  
25 30th of the previous year. Following probation, for regular employees or in the case of Term-Limited  
26 Temporary employees if the TLT had completed six (6) months of satisfactory service as of  
27 September 30th of the previous year, the employee shall progress one step upon completion of each  
28 calendar year provided the employee attains the following overall ratings in his/her evaluation:

- Steps 1-8: At least “satisfactory” or higher overall rating;
- Steps 9-10: At least “above standard” or higher overall rating.

Employees other than Term-Limited Temporary employees shall be eligible for merit pay above the top step of the salary schedule provided that they satisfy the criteria and conditions that are set forth in the Performance Appraisal and Merit Pay System Manual. Per the terms of the Performance Appraisal and Merit System Manual, employees shall be evaluated in a merit pool of one.

**Section 3. Overtime.** For the purposes of this Agreement, hourly employees are eligible for overtime. Overtime shall be defined as all hours actually worked in excess of 40 hours in the workweek (sick leave, vacation, holidays and other paid leave are not hours worked). All overtime shall be authorized by the Department Director, his/her designee or the hourly employee’s supervisor in advance except in emergencies.

Hourly employees shall be compensated at the overtime rate of time and one-half (1-1/2) at the employee’s regular rate of pay as defined by the FLSA, for all actual hours worked in excess of forty (40) hours in one work-week or work on a holiday. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by management.

**Section 4. After Hours Support** - Where applicable, the FLSA overtime provisions as set out in Section 3 apply. After hours support is off duty time during which an hourly employee is required to be ready and able to report to work, either in person or through technological means, in a timely manner.

**Section 4.1 Callout** - A “callout” will be defined as a circumstance where an hourly employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. An employee who is called out before the commencement of his/her regular shift will be compensated in accordance with the provisions of this section; provided, however, in the event the employee is called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.

**A. Physical Call-Out** - A minimum of two hours at the overtime rate shall be

1 paid for each call-out where the hourly employee is called and returns to a designated work site after  
2 completing his/her regular shift and leaving the work site. Where such overtime exceeds two hours,  
3 the actual hour worked shall be allowed at overtime rates. This shall include travel time from the  
4 employee's residence to the designated work site or place of assignment and back to the employee's  
5 residence. Saturday, Sunday and holidays are not subject to call-out pay when the employee is  
6 scheduled for overtime work.

7 **B. Technological Call-Out (TCO)** - A TCO is where an hourly employee is  
8 called to return to duty and performs those duties via telephone, facsimile, computer or similar  
9 electronic device that does not require returning to a designated work site. If the time required  
10 responding to the TCO exceeds eight (8) minutes, then a minimum of one hour pay at the overtime  
11 rate of the employee's current hourly pay rate shall be given. If there is a second TCO that occurs  
12 and is resolved within the first hour minimum of the immediately preceding TCO, the second TCO  
13 will not be compensated. A TCO that occurs an hour after the conclusion of an immediately  
14 preceding TCO will be considered a new TCO. Any TCO exceeding the one hour minimum shall be  
15 compensated at the overtime rate of the employee's current hourly pay rate, for all actual time  
16 worked.

17 **Section 5. Work out of Class** - Pursuant to MLA Article 37.

18 **Section 6. Mileage Reimbursement** - Pursuant to MLA Article 24.

19 **Section 7. Bus Passes** - Pursuant to MLA Article 38.

20 **Section 8. Professional Certifications.** Employees who wish to begin a CEM certification  
21 program shall submit such plan to the OEM Manager or Deputy Director. Payment of premium pay  
22 is contingent upon satisfactory completion of the CEM program and the award of certification.

23 Employees who wish to begin a certification program for an Emergency Management related  
24 certification other than CEM shall submit a written request to the OEM Manager or Deputy Director.  
25 If approved, payment of premium is contingent upon satisfactory completion of the certification  
26 program and the award of certification.

27 The parties acknowledge that King County intends to seek national accreditation, and the  
28 parties will meet to discuss the accreditation requirements on bargaining unit members, and will



1 bargain to the extent required by law. The parties agree that this Article may be opened as necessary  
2 to accomplish this bargaining. If the accreditation process requires some or all employees to obtain  
3 CEM certification, the parties agree to bargain this requirement to the extent required by law.

4 **Section 8.1. Professional Certification Pay:** All Employees who have valid  
5 certifications as described in Section 8.1 above shall be paid an additional one hundred (100.00)  
6 dollars per month. Employees must provide proof of certification to receive compensation under this  
7 section.

8 **Section 8.2. Professional Association Dues.** Employees shall be reimbursed for the  
9 cost of membership dues in the Washington State Emergency Management Association.

## 10 **ARTICLE 10: HOURS OF WORK**

11 **Section 1. Normal workweek.** The standard workweek shall consist of five consecutive  
12 workdays, Monday through Friday.

13 **Section 2. Alternate and Flex Workweeks.** It is the County Executive's policy to actively  
14 promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit  
15 member shall have the opportunity to request an alternative workweek or telecommuting schedule.  
16 The employee shall submit the request in writing to management listing the reason(s) for the request  
17 and the type of alternate workweek or telecommuting schedule requested. Management will evaluate  
18 the feasibility of the employee's request. The decision of whether or not to grant an alternative  
19 workweek or telecommuting schedule will be stated in writing to include the reasons for denial or  
20 approval, according to an established list of criteria. If a request for an alternative workweek or  
21 telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal  
22 process listed below.

23 Management or the employee may terminate an alternative workweek or telecommuting  
24 schedule, in writing, with advance notice of thirty (30) calendar days. When management terminates  
25 an alternative workweek or telecommuting schedule, the employee must receive written notification  
26 stating the reason(s) for the termination. In instances where the County, due to emergency or  
27 business reasons, must terminate the alternative workweek or telecommuting schedule, the County  
28 will provide as much notice of schedule change as practicable. Upon receiving written notification of

1 termination of the schedule, the employee may appeal the termination of the schedule in accordance  
2 with the appeal process listed below.

3 **Appeal Process:** When a request for an alternative workweek or telecommuting  
4 schedule has been denied or an existing alternative workweek or telecommuting schedule has been  
5 terminated, upon receiving written notice from management, the employee shall have ten (10)  
6 business days to appeal in writing to the Human Resources Service Delivery Manager or designee.  
7 Human Resources Service Delivery Manager or designee shall, within ten (10) business days of  
8 receipt of the appeal notice, contact the employee and their Local 17 Union Representative to  
9 schedule a meeting to address the appeal. The ultimate decision of whether to grant or deny the  
10 appeal will remain with the Human Resources Service Delivery Manager or designee.

11 **Section 3. Executive Leave.** In recognition of the nature of the work of employees covered  
12 under this Agreement, employees shall be entitled to a minimum of three (3) days of Executive Leave  
13 per calendar year, in accordance with King County policy (Executive Policy 8-1-2) as amended.  
14 These three days will be available for employees' use at the start of each calendar year.

15 **Section 4. Duty Officer Assignment.** Assignments to Duty Officer shall be made in  
16 accordance with the Office's policy, as contained in Addendum B.

17 **Section 5. Communication Device.** Bargaining unit employees designated by management  
18 will continue to be required to carry a communication device at all times, except when on approved  
19 leave. Employees shall maintain the devices in operational condition. The County shall furnish all  
20 supplies and technical support needed to maintain the devices in operational condition.

21 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

22 Pursuant to MLA Article 25.

23 **ARTICLE 12: REDUCTION IN FORCE**

24 **Section 1.** The terms of this Article apply only to King County career service employees.

25 **Section 2. Pre-Layoff.** When a reduction in force is anticipated, the County and the Union  
26 shall meet to identify the number of employees in this bargaining unit that the County is anticipating  
27 for layoff and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of  
28 positions.

1 When a reduction in force is required, the County and the Union shall meet and jointly  
2 endeavor to find ways to minimize or eliminate the number of employees who must be involuntarily  
3 laid off.

4 The County will attempt to place said employee into any vacant position for which the  
5 employee is qualified, or endeavor to retrain or redeploy affected employees to the extent possible.

6 **Section 3. Notice.** When the elimination of a position shall result in an employee being laid  
7 off, the County shall provide written notice to the Union and the affected employee at least 30  
8 calendar days prior to the effective date of the layoff. To the extent practicable, the County shall  
9 provide 180 days layoff notice to affected employees.

10 **Section 4. Seniority Bumping, and Layoff Order.** Seniority shall be defined as date of hire  
11 into a job classification within the bargaining unit; provided, however, for employees in the  
12 bargaining unit as of the initial date of implementation, seniority shall as be defined as total FTE  
13 career service within the King County Office of Emergency Management. An employee who leaves  
14 a covered bargaining unit position for more than two years will lose all accrued seniority. An  
15 employee who has been laid off will be credited for prior service if recalled pursuant to the terms of  
16 this Agreement. In the event that there are two employees having the same seniority, the County will  
17 consider ability and skill to be the determining factor on retention. Any layoffs will be conducted in  
18 reverse seniority order.

19 Bargaining unit employees may only bump bargaining unit members within the OEM, while  
20 E911 employees may only bump within E911.

21 An employee subject to layoff may bump the least senior employee in the same classification.  
22 An employee subject to layoff, who cannot bump within the same classification series, may bump the  
23 least senior employee in a lower paid classification within the same classification series. Provided  
24 the employee who elects to bump has more seniority. An employee that bumps into the same  
25 classification or a lower paid classification within the same series will not serve a probationary period  
26 in the new position.

27 **Section 5. Outplacement/Referral Services.** The County shall provide outplacement  
28 services to employees in the bargaining unit as provided in the County's Career Support Services

1 (formerly titled Layoff and Recall Program.) These services shall be made available to all bargaining  
2 unit employees who receive layoff notices, and to the extent practicable, to employees who have been  
3 identified as being at-risk of layoff. Management will make all efforts to place regular employees  
4 within the bargaining unit within existing positions in the Office of Emergency Management;  
5 provided, however, that employees will be paid at the salary of the position offered and, if the  
6 position is a term-limited temporary (TLT) position, the employee will be converted to TLT status.  
7 Employees who accept a TLT position within the Office of Emergency Management or a lower-level  
8 position within the Career Service in lieu of layoff retain their recall rights set forth in Section 6 of  
9 this Article.

#### 10 **Section 6. Recall**

11 **A.** An employee who is laid off will have general hiring preferences to other vacant  
12 County positions, consistent with the County's Workforce Management Plan, for a period of two  
13 years following the employee's layoff. During the two year recall period, the employee will retain  
14 specific recall rights to a position within the job classification from which he/she was laid off  
15 regardless of whether the employee has accepted a different position with the County. Recall and  
16 placement offers shall be done by seniority, where the most senior laid-off employee is offered the  
17 position first.

18 **B.** An employee who is recalled from layoff will have all unpaid sick leave balances  
19 and his/her seniority restored.

### 20 **ARTICLE 13: POSTING PROCEDURE AND PROBATION**

21 **Section 1. Posting of Vacancies.** Employees are encouraged to seek advancement within  
22 their specific work units as well as within the County as a whole. In order to promote such, the  
23 County shall post announcements informing employees of open recruitment opportunities within all  
24 County departments.

25 **Section 2. Probationary Period.** New regular employees shall be on probation for their first  
26 six (6) months of service. At the County's discretion, employees may have their probation period  
27 extended, provided they are informed of the probation extension in writing before the conclusion of  
28 the first six (6) months of service, not to exceed one (1) year. Consistent with the definition of

1 “probationary employee” and “probationary period” contained in the King County Personnel  
2 Guidelines, during probation an employee serves at will and probationary terminations are not subject  
3 to the grievance and arbitration provisions of this Agreement. Employees will be allowed to attend a  
4 minimum of eighty hours of Emergency Management Training in their first year of employment.

5 **ARTICLE 14: DISPUTE RESOLUTION PROCEDURES**

6 Pursuant to MLA Article 26 and the following:

7 **Section 1. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days  
8 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
9 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
10 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
11 relief for the alleged Unfair Labor Practice.

12 **ARTICLE 15: CLASSIFICATION**

13 Pursuant to MLA Article 14.

14 **ARTICLE 16: LABOR-MANAGEMENT COMMITTEE**

15 The County and the Union agree to establish a Labor-Management Committee. The purpose  
16 of this committee is to discuss matters of concern of either party and the meetings will be held at  
17 convenient times and days. Responsibility for coordinating meetings shall alternate between the  
18 parties.

19 **ARTICLE 17: SAVINGS CLAUSE**

20 Pursuant to MLA Article 30.

21 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 **Section 1.** The County and the Union agree that the public interest requires efficient and  
23 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or  
24 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone  
25 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned  
26 duties, sick leave absence which is not bona fide, or other interference with County functions by  
27 employees under this Agreement and should same occur, the Union agrees to take appropriate steps  
28 to end such interference. Any concerted action by any employee in the bargaining unit shall be

1 deemed a work stoppage if any of the above activities have occurred. Being absent without  
2 authorized leave shall be considered as an automatic resignation. Such a resignation may be  
3 rescinded by the division manager if the employee presents satisfactory reasons for his/her absence  
4 within three (3) calendar days of the date his automatic resignation became effective.

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

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

12 A. Discharge.

13 B. Suspension or other disciplinary action as may be applicable to such employee.

14 **Section 4.** In general, employees who encounter a sanctioned picket line in the course of their  
15 duties and who fear of imminent harm to their health and safety should contact their supervisor for  
16 work instructions. In the event of picketing at the employee's regular place of work, Division  
17 management and the Union will develop an approach for dealing with the safety concerns of the  
18 bargaining unit while ensuring emergency management operations. When possible, these discussions  
19 will take place in advance.

20 **ARTICLE 19: WAIVER AGREEMENT**

21 **Section 1.** The parties acknowledge that each has had the unlimited right within the law and  
22 the opportunity to make demands and proposals with respect to any matter deemed a proper subject  
23 for collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
24 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to  
25 waive the right to oblige the other party to bargain with respect to any subject or matter not  
26 specifically referred to or covered in this Agreement.

1 **ARTICLE 20: DURATION**

2 Pursuant to MLA Article 31.

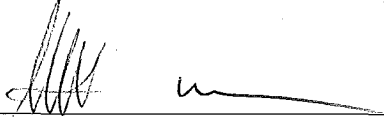
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4 APPROVED this 14 day of MARCH, 2018.

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8 By:   
9 King County Executive

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11  
12 Professional And Technical Employees, Local 17

13  
14   
15 Denise Cobden, Interim Executive Director

16  
17 Professional And Technical Employees, Local 17

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19   
20 Cecilia Mena, Union Representative

**ADDENDUM A**  
**Professional & Technical Employees, Local 17**  
**Office of Emergency Management**  
**Wage Addendum**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>King County Squared Table Pay Range</b>
5120100	513002	Emergency Management Program Assistant	54
5120200	513102	Emergency Management Program Coordinator	59
5120300	513202	Emergency Management Program Manager	64

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>King County Squared Table Pay Range</b>
5120100	513002	Emergency Management Program Assistant	54
5120200	513102	Emergency Management Program Coordinator	59
5120300	513202	Emergency Management Program Manager	64



**ADDENDUM B**  
**KC OEM Duty Officer Procedures**

September 23, 2014

**KING COUNTY OFFICE OF EMERGENCY MANAGEMENT**  
**DUTY OFFICER PROCEDURES**

**Overview:**

The King County Office of Emergency Management (OEM) Duty Officer (DO) is the primary point of contact for all emergencies occurring in King County, as well as incidents occurring outside King County that have a direct, or indirect impact on King County.

**GENERAL REQUIREMENTS:**

1. Shifts begin at 0800 Tuesday and terminate the following Tuesday at 0800. The DO shall not take leave during their scheduled shift.
2. While on duty the DO will have access to the Duty Officer Book (reference manual), cell phone, IPad and 800 MHz radio 24 hours a day.
3. The DO shall respond to any missed calls received over the DO cell phone within ten (10) minutes.
4. The DO will remain within a 90 minute response time to the ECC.
5. The DO will notify the DO Program Manager if trading duty officer assignments with another employee.

**DUTY OFFICER RESPONSIBILITIES:**

1. Monitor the ECC, KC email account and manage/delete/ distribute those messages as required.
2. During the morning of each business day, check the facsimile machines in the ECC and the administrative area.
3. Post any significant event with potential executive-level interest to the SharePoint "DO Operations Activities Log." If conditions preclude posting to SharePoint, an E-mail will be sent to the OEM Director and staff as soon as possible.
4. On Wednesdays at 0900, conduct a weekly test of the 800 MHz radio and the following systems, documenting the test in the SharePoint "KCOEM/DO/DO Equipment Testing Log":
  - Emergency Alert System (EAS) message. (practice demo)
  - Satellite telephone
  - CEMNET radio system.
  - Ring-Down telephone to Seattle EOC.

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5. Approximately 30 minutes before the test, send a notification message to the "KCOEM- Duty Officer Weekly Radio Check Group" utilizing the AlertSense warning & notification system.
6. The DO will coordinate the OEM response to incidents warranting emergency management involvement.
7. The DO will be available to respond to duty calls during the work day. In the event that a duty call is received by the office and the DO is not available (i.e. meeting), any available Emergency Management Program Manager (EMPM) may handle the call and respond as necessary including logging the call in SharePoint. If no EMPMs are available, OEM staff should take the caller's contact name and number and contact the DO to respond.
8. When events dictate a need for situational awareness without activation of the ECC, the DO may be required to prepare a weekly "Snapshot" situation update using the format delineated in Attachment 1. Examples: windstorms, cooling/warming trends, snowstorms and power outages.
9. The DO may also be required to initiate the Business Continuity Conference call by sending a MyStateUSA message to the appropriate group.
10. If responding to a scene, the DO will wear clothing (cap, shirt and/or jacket) that identifies him/her as a part of the King County Office of Emergency Management. Marked Emergency Management vehicles will be used whenever possible. If personal vehicles are used magnetic signs will be displayed whenever possible (these do not exempt vehicles from traffic laws). ***The DO will only respond on-scene with the approval of and in coordination with the OEM Director/Assistant Director.***
11. If an emergency arises during non-business hours and the DO is unable to perform his/her duties, the DO Program Manager will be immediately notified. If unable to contact the DO Program Manager, the Director or Assistant Director of OEM will be notified immediately.
12. No alcohol or drugs will be consumed that may impair decision-making or driving abilities.

**DUTY OFFICER WEEKLY TRANSITION:**

1. The outgoing DO will meet with the incoming DO at 0800 every Tuesday. The outgoing DO will prepare the DO transition document and brief the incoming DO on the following:
  - Brief synopsis of the week.
  - Any events that will affect the next DO tour.

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- Potential inclement weather for the upcoming week.
  - Issues with critical ECC equipment.
2. During the Tuesday staff meeting, the outgoing Duty Officer will succinctly brief the OEM staff on the completed Duty Officer tour including trends, and any lessons learned.

**DUTY OFFICER TRANSITION TO ECC ACTIVATION**

1. The Duty Officer may recommend activating the ECC based on the emergency or disaster event that they are responding to. ***Permission to activate must come from the OEM Director or Assistant Director or County Administrative Officer.*** The DO will communicate with the OEM Director and/or the Assistant Director and provide an update of the current situation and rationale for activating the ECC.
2. If the decision is made to activate, the Duty Officer will consult with the OEM Director and/or Assistant Director to determine staffing schedule and level of activation.
3. When a decision to activate is made the DO will contact the State Duty Officer at 1-800-258-5990 and:
  - Obtain a **mission number** for the incident.
  - Provide:
    - reason for activation
    - activation level
    - time and date of activation
    - any other pertinent information

(The State Duty Officer may also be contacted via CEMNET or Satellite Phone/Radio 877-229-4331/888-862-8459)

4. The DO will send an AlertSense notification to all KC OEM staff to join a conference call at: 206-205-0850 and state the reason for the conference call. The conference call will include the following information:
  - Situational briefing
  - Level of activation
  - Incident mission number
  - ECC operational periods and ECC personnel for each of the first two shifts.
5. At the conclusion of the conference call, the Duty Officer will send a "stand-by" notification to respective departments for additional staffing needs within the ECC. (Final staffing needs/ESF activation will be determined by the ECC)

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Manager. The follow-up notification to department contacts will be issued by the Planning Section.)

6. DO responsibilities are suspended during ECC activations and resume once the ECC is deactivated. The DO phone will be monitored by the Planning Section during activations.

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Attachment 1



**King County**

**King County Office of Emergency Management**  
**Weekly Winter Weather Snapshot**

**Date & Time:**

**Current Situation:**

**Potential Impacts:**

**Actions:**

**Useful links:**

<http://www.wrh.noaa.gov/sew/>

<http://www.kingcounty.gov/services/emergencies/winter-weather.aspx>

<http://gismaps.kingcounty.gov/roadalert/>

<http://www.kingcounty.gov/environment/waterandland/flooding/warning-system/flood-alerts.aspx>

<http://resourcetalk.crisisclinic.org/2013-2014-winter-and-severe-weather-shelter-printable-pdf/>

Next Snapshot: mm/dd/yyyy or sooner if conditions dictate

Prepared by: Name, Duty Officer

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