

Coalition Labor Agreement (CLA) – Appendix for 055
Agreement Between King County
And
PROTEC17
Office of Emergency Management, Department of Executive Services

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ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

The CLA (and this Appendix) shall apply to this bargaining unit as follows:

Section 1.1. The Preamble in its entirety

Section 1.2. All superseding and non-superseding provisions, unless otherwise noted in sections 1.3 below or in the CLA.

Section 1.3. The following non-superseding articles of the CLA do not apply to this bargaining unit:

- Safety Gear and Equipment Allowance -CLA Article 42
- Training and Licensing/Certification– CLA Article 44

Section 1.4. For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

- After Hours Support pursuant to CLA Article 43
- Bereavement pursuant to CLA Article 8
- Bulletin Board pursuant to CLA Article 23
- Classification pursuant to CLA Article 14
- Contracting Out pursuant to CLA Article 16
- Bus Passes pursuant to CLA Article 34
- Discipline pursuant to CLA Article 27 and Appendix Article 5
- Duration Pursuant to CLA Article 41
- Electronic Mail pursuant to CLA Article 23
- Holidays pursuant to CLA Article 10
- Job Posting pursuant to CLA Article 18
- Medical, Dental and Life Insurance pursuant to CLA Article 25
- Mileage Reimbursement pursuant to CLA Article 24
- Rates of Pay pursuant to CLA 29 and Appendix Article 8
- Savings Clause pursuant to CLA Article 30
- Service Volunteering pursuant to CLA Article 4
- Sick Leave pursuant to CLA Articles 11 and 31, and Appendix Article 7

- Vacation pursuant to CLA Articles 9 and 32 and Appendix Article 6
- Vacation Donation pursuant to CLA Article 6
- Waiver Clause pursuant to CLA Article 46
- Work Out of Class pursuant to CLA Article 33

ARTICLE 2: UNION RECOGNITION AND BARGAINING UNIT LISTS

Section 2.1. Recognition. The Employer recognizes Professional and Technical Employees, Local 17 (PROTEC17) as the exclusive representative of all full-time and part-time regular, probationary, and term-limited temporary employees doing the work of the job classifications listed in attached Addendum A, excluding all others.

Section 2.2. Lists. The County will transmit to the Union, not to exceed twice a year, upon written request, a current listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, and job classification, and seniority date (as defined in Article 10). This provision shall not be construed to limit the right of either party to request information pursuant to RCW 41.56.

ARTICLE 3: UNION ACCESS

Section 3.1. Union Access. Authorized representatives of the Union shall be afforded access to the worksite pursuant to RCW 41.56. The County shall make all reasonable efforts to afford access and the Union shall make all reasonable efforts not to disrupt the normal course of work during site visits.

Section 3.2. Stewards. The Union shall have the right to appoint stewards. Stewards will be granted reasonable release time to conduct Union business connected to the County's operations and in compliance with CLA Article 21.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 4.1. The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is

1 contained in this Agreement express and specific provisions to the contrary, all power, authority,
2 rights, and jurisdictions of the County are retained by and reserved exclusively to the County. Such
3 functions include but are not limited to the right to manage the work of employees, to suspend or
4 terminate regular employees for just cause, transfer, and evaluate employees; to determine and
5 implement methods, means and assignments to accomplish the work, establish classifications and
6 select personnel by which operations are to be conducted, including staffing levels; and to initiate,
7 prepare, modify, and administer the budget.

8 **Section 4.2.** Develop and change and implement career service guidelines, provided that the
9 County agrees to bargain to the extent required by law.

10 **Section 4.3.** Conduct Performance Evaluations consistent with Article 5.3.

11 **Section 4.4. Federal, State and Local Emergency Management Guidelines.** The parties
12 acknowledge that, due to the nature of the work of emergency personnel and federal, state, and
13 county guidelines that govern the assignment and implementation of King County Office of
14 Emergency Management (KC-OEM) duties, the assignment of work to bargaining unit employees in
15 activation situations will be consistent with National Incident Management System (NIMS)
16 requirements currently in effect or as modified in the future. The Union does not waive its rights
17 under RCW 41.56 to bargain the impact of NIMS related issues/actions to the extent required by law.

18 **ARTICLE 5: EMPLOYEE RIGHTS**

19 **Section 5.1. Off-duty Conduct.** The off-duty activities of employees shall not be cause for
20 disciplinary action unless such activities are detrimental to the employee's work performance and/or
21 have an adverse impact upon the program of the agency.

22 **Section 5.2. Personnel File Review.** The employee and/or representative may examine the
23 employee's personnel file(s) if the employee so authorizes in writing. Material placed into the
24 employee's file(s) relating to job performance or personal character shall be brought to their
25 attention. The employee may dispute the propriety of including the material in the file(s) by inserting
26 a relevant rebuttal into the file(s). Unauthorized persons shall not have access to employee files or
27 other personal data relating to their employment.
28

Section 5.3. Performance Evaluations. Each employee will receive performance evaluations consistent with King County Career Service Guidelines. Changes to these Guidelines will be bargained to the extent required by law.

ARTICLE 6: VACATION INCREMENT AND USE

Vacation may be used in full day increments at the discretion of the department director or designee. Vacation requests will be considered in light of operational needs and will not be unreasonably denied. An employee may not be granted vacation benefits if not previously accrued.

ARTICLE 7: SICK LEAVE ADMINISTRATION

Section 7.1. Incremental use of Sick Leave. FLSA exempt employees may only use sick leave for absences of one full workday.

Section 7.2. Verification of Sick Leave. Management is responsible for the proper administration of sick leave benefits. Sick leave documentation may also be required to administer KCFML/FMLA leaves. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence.

ARTICLE 8: WAGE AND STEP INCREASES

Section 8.1. The wage range for the employees covered by this Agreement shall be as set forth in Addendum A of this Agreement.

Section 8.2. Step Increases. Upon successful completion of at least six (6) months' probation following an employee's starting date in a classification covered under this Agreement, the employee shall receive a one-step increase provided the employee was hired at the first step or base range assigned to the classification. If the employee was hired above the first step or base range of the classification, the post probation step shall be at the discretion of management. Thereafter, each subsequent step increase will be effective on January 1 of each year provided that the employee is no longer in a probationary status as of September 30th of the previous year. Term-Limited Temporary

(TLT) employees are eligible for step increases on each anniversary of their hiring date. Short Term Temporary (STT) employees are not eligible for step increases.

Career Service 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 8.3. Overtime. For the purposes of this Agreement, hourly employees are eligible for overtime. Contractual weekly overtime shall be paid to employees for all hours actually worked in excess of 40 hours per FLSA workweek (sick leave, vacation, holidays, and other paid leave are not hours worked) at the Contractual Overtime Rate in effect at the time the overtime work is performed. All overtime shall be authorized by the OEM Director, Deputy Director, or the hourly employee's supervisor in advance except in emergencies

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half (1-1/2) times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 8.4 Compensatory Time. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by management. The compensatory time bank shall be at a non-renewable annual cap of 80 hours; any remainder of which will be cashed out on the pay date that includes December 31st.

Section 8.5. Professional Certifications. Employees who wish to begin a Certified Emergency Manager (CEM) certification program shall submit such plan to the OEM Director or Deputy Director. Payment of premium pay is contingent upon satisfactory completion of the CEM program and the award of certification.

Employees who wish to begin a certification program for an Emergency Management related certification other than CEM shall submit a written request to the OEM Director or Deputy Director.

1 If approved, payment of the premium is contingent upon satisfactory completion of the certification
2 program and the award of certification.

3 **A. Professional Certification Pay.** All employees who have valid certifications as
4 described in Section 8.5 above shall be paid an additional one hundred (100.00) dollars per month.
5 Employees must provide proof of certification to receive compensation under this section.

6 **B. Lapse of Certification.** Employees whose CEM or other certification lapses must
7 notify the OEM Director or Deputy Director within fourteen (14) calendar days of notification by the
8 certification sponsor or the date of the lapsed certification, whichever is sooner. The Certification pay
9 in A above will be suspended until the certification is renewed and the appropriate documentation is
10 supplied, or the employee notifies the OEM Director or Deputy Director that they will not be
11 renewing the CEM or other certification.

12 **C. Professional Association Dues.** OEM will directly pay the annual membership fee
13 for any employee who wishes to be a member of the Washington State Emergency Management
14 Association (WSEMA) or the International Association of Emergency Managers (IAEM). Only one
15 Association membership will be paid by OEM.

16 17 **ARTICLE 9: HOURS OF WORK**

18 **Section 9.1. Normal workweek.** The standard workweek shall consist of five consecutive
19 workdays, Monday through Friday.

20 **Section 9.2. Alternate and Flex Workweeks.** It is the County Executive's policy to actively
21 promote alternative workweek or telecommuting schedules wherever possible. Each bargaining unit
22 employee shall have the opportunity to request an alternative workweek or telecommuting schedule.
23 The employee shall submit the request in writing to management listing the reason(s) for the request
24 and the type of alternate workweek or telecommuting schedule requested. Management will evaluate
25 the feasibility of the employee's request. The decision of whether or not to grant an alternative
26 workweek or telecommuting schedule will be stated in writing to include the reasons for denial or
27 approval, according to an established list of criteria. If a request for an alternative workweek or
28 telecommuting schedule is denied, the employee may appeal the denial in accordance with the appeal

process listed below.

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

A. Appeal Process. When a request for an alternative workweek or telecommuting schedule has been denied or an existing alternative workweek or telecommuting schedule has been terminated, upon receiving written notice from management, the employee shall have ten (10) business days to appeal in writing to the OEM Director or Deputy Director. The OEM Director or Deputy Director shall, within ten (10) business days of receipt of the appeal notice, contact the employee and their PROTEC17 Union Representative to schedule a meeting to address the appeal. The ultimate decision of whether to grant or deny the appeal will remain with the OEM Director or Deputy Director.

Section 9.3. Executive Leave. In recognition of the nature of the work of employees covered under this Agreement, employees shall be entitled to a minimum of five (5) days of Executive Leave per calendar year, in accordance with King County policy (Executive Policy 8-1-2) as amended. Additional leave, to a total of 10 days (and 80 hours), may be awarded at the OEM Director's discretion. This leave will be available for employee's use at the start of the next calendar year and must be used within that year.

Section 9.4. Duty Officer Assignment. All employees covered by this Appendix in the Coordinator and Manager classifications shall be trained and take assignments as a Duty Officer. Assignments to Duty Officer shall be made in accordance with OEM Duty Officer Responsibilities and Standards.

Section 9.5. Communication Device. All employees designated by management will

continue to be required to carry a communication device at all times, except when on approved leave. Employees shall maintain the devices in operational condition. The County shall furnish all supplies and technical support needed to maintain the devices in operational condition.

ARTICLE 10: REDUCTION IN FORCE

Section 10.1. The terms of this Article apply only to King County career service employees.

Section 10.2. Pre-Layoff. When a reduction in force is anticipated, the Division Director or their designee will notify the Union five days prior to the decision to eliminate a position that will result in an employee being laid off. Upon request, the Division Director will meet with the Union to identify the number of employees in this bargaining unit that the Division Director is anticipating for layoff and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

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

Section 10.3. Notice. When the elimination of a position shall result in an employee being laid off, the Division Director shall provide written notice to the Union and the affected employee at least 2 (two) months prior to the effective date of the layoff.

Section 10.4. Seniority Bumping, and Layoff Order. Seniority shall be defined as date of hire into a job classification within the bargaining unit; provided, however, for employees in the bargaining unit at the initial date of implementation, seniority shall as be defined as total hours of career service within the King County Office of Emergency Management. An employee who leaves a covered bargaining unit position for more than two years will lose all accrued seniority. An employee who has been laid off will be credited for prior service if recalled pursuant to the terms of this Agreement. In the event that there are two employees having the same seniority, the County will consider ability and skill to be the determining factor on retention. Any layoffs will be conducted in reverse seniority order.

Bargaining unit employees may only bump bargaining unit employees within the OEM.

An employee subject to layoff may bump the least senior employee in the same classification.

1 An employee subject to layoff, who cannot bump within the same classification series, may bump the
2 least senior employee in a lower paid classification within the same classification series. Provided
3 the employee who elects to bump has more seniority. An employee that bumps into the same
4 classification or a lower paid classification within the same series will not serve a probationary period
5 in the new position.

6 **Section 10.5. Priority Hire/Outplacement/Referral Services.** The County shall provide
7 outplacement services to employees in the bargaining unit as provided in the Priority Placement
8 Program (formerly titled Career Support Services.) These services shall be made available to all
9 bargaining unit employees who receive layoff notices, and to the extent practicable, to employees
10 who have been identified as being at-risk of layoff. Management will make all efforts to place
11 regular employees within the bargaining unit within existing positions in the Office of Emergency
12 Management; provided, however, that employees will be paid at the salary of the position offered
13 and, if the position is a term-limited temporary (TLT) position, the employee will be converted to
14 TLT status. Employees who accept a TLT position within the Office of Emergency Management or a
15 lower-level position within the Priority Placement Program in lieu of layoff shall retain their recall
16 rights set forth in Section 10.6 of this Article.

17 **Section 10.6. Recall.**

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

25 **B.** An employee who is recalled from layoff will have all unpaid sick leave balances
26 and their bargaining unit seniority restored.

ARTICLE 11: PROBATIONARY PERIOD

New regular employees shall be on probation for their first six (6) months of service. At the Division's discretion, employees may have their probation period extended, provided they are informed of the probation extension in writing before the conclusion of the first six (6) months of service, and not to exceed one (1) year. Consistent with the definition of "probationary employee" and "probationary period" contained in the King County Personnel Guidelines, during probation an employee serves at will and probationary terminations are not subject to the grievance and arbitration provisions of CLA Article 26. All probationary employees will be allowed to attend a minimum of eighty hours of Emergency Management Training in their first year of employment. Term-Limited Temporary (TLT) employees are at all times at-will employees. They do not serve a probationary period and are not members of the County's career service system.

ARTICLE 12: DISPUTE RESOLUTION PROCEDURES

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

ARTICLE 13: LABOR-MANAGEMENT COMMITTEE

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

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 14.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or

1 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
2 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
3 duties, sick leave absence which is not bona fide, or other interference with County functions by
4 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
5 to end such interference. Any concerted action by any employee in the bargaining unit shall be
6 deemed a work stoppage if any of the above activities have occurred. Being absent without
7 authorized leave shall be considered as an automatic resignation. Such a resignation may be
8 rescinded by the division manager if the employee presents satisfactory reasons for their absence
9 within three (3) calendar days of the date their automatic resignation became effective.

10 **Section 14.2.** Upon notification in writing by the County to the Union that any of its
11 represented employees are engaged in a work stoppage, the Union shall immediately, in writing,
12 order such represented employees to immediately cease engaging in such work stoppage and provide
13 the County with a copy of such order. In addition, if requested by the County a responsible official of
14 the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

15 **Section 14.3.** Any employee who commits any act prohibited in this Section will be subject
16 to the following action or penalties:

17 **A.** Discharge.

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

19 **Section 14.4.** In general, employees who encounter a sanctioned picket line in the course of
20 their duties and who fear of imminent harm to their health and safety should contact their supervisor
21 for work instructions. In the event of picketing at the employee's regular place of work, Division
22 management and the Union will develop an approach for dealing with the safety concerns of the
23 bargaining unit while ensuring emergency management operations. When possible, these discussions
24 will take place in advance.

For Professional and Technical Employees, Local 17:

DocuSigned by:

Karen Estevenin

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Karen Estevenin

Executive Director

DocuSigned by:

Alex II

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Alex II

Union Representative

For King County:

DocuSigned by:

Josh Marburger

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Josh Marburger

Labor Relations Negotiator

Office of Labor Relations, Executive Office

cba Code: 055**ADDENDUM A****Union Code(s): C18****Wages****PROTEC17****Office of Emergency Management**

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