

1 AGREEMENT BETWEEN
2 KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
3 AND
4 PUBLIC SAFETY EMPLOYEES UNION
5 REGARDING LEGAL ADMINISTRATIVE SPECIALISTS

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1 be a condition of employment that all employees covered by this Agreement and hired on or assigned
2 into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the
3 beginning of such employment, become and remain members in good standing in the Union or pay an
4 agency fee to the Union for their representation to the extent permitted by law.

5 Provided, however, that nothing contained in this section shall require an employee to join the
6 Union whose religious beliefs prohibit the payment of dues or initiation fees to Union organizations,
7 in which case the employee shall pay an amount of money equivalent to regular union dues and
8 initiation fee to a non-religious charitable organization mutually agreed upon by the employee
9 affected and the bargaining representative to which such employee would otherwise pay the dues and
10 initiation fee. The employee shall furnish written proof that such payment has been made. If the
11 employee and the Union cannot agree on the non-religious charity, the Public Employment Relations
12 Commission shall designate the charitable organization. All initiation fees and dues paid either to the
13 Union or charity shall be for non-political purposes.

14 **Section 2.3.** Upon receipt of written authorization individually signed by a bargaining unit
15 employee, the County shall have deducted from the pay of such employee the amount of dues as
16 certified by the secretary-treasurer of the Union and transmit the same to the secretary-treasurer of the
17 Union.

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

22 **Section 2.4.** Failure by employees to abide by the above provisions shall constitute cause for
23 discharge of such employees; provided that when an employee fails to fulfill the above obligations
24 the Union shall provide the employee and the County with thirty (30) days notification of the Union's
25 intent to initiate discharge action and during this period the employee may make restitution in the
26 amount which is overdue.

27 **Section 2.5.** The County will require all new employees hired into a position included in the
28 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive

1 recognition. (One copy of the form will be retained by the County, one by the employee and the
2 original sent to the Union.) The County will notify the Union of any employee leaving the
3 bargaining unit because of termination, layoff, leave of absence or dismissal.

4 **Section 2.6.** The County will transmit to the Union twice a year, upon request, a current
5 listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
6 classification and department or unit.

7 **Section 2.7.** The County will notify the Union of the names of new hires covered by this
8 Agreement prior to the start date of those new hires.

9 **ARTICLE 3: RIGHTS OF MANAGEMENT**

10 The management of the County and the direction of the work force is vested exclusively in
11 the County subject to the terms of this Agreement. All matters not specifically and expressly covered
12 or treated by the language of this Agreement may be administered for its duration by the County in
13 accordance with such policy or procedures as the County from time to time may determine.

14 **Section 3.1.** It is recognized that the Employer retains the right, except as otherwise provided
15 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
16 the Employer include, but are not limited to:

17 A. Recruit, examine, select, promote, transfer and train Employees of its choosing,
18 and to determine the times and methods and means of such actions;

19 B. Assign and direct the work; assign or not assign overtime, develop and modify
20 class specifications, and allocate positions to those classifications; determine the methods, materials
21 and tools to accomplish the work; designate duty stations and assign Employees to those duty
22 stations;

23 C. Reduce the work force due to lack of work, funding or other cause consistent with
24 efficient management and procedures, discipline, suspend, demote, or dismiss non-probationary
25 Employees for just cause and discharge probationary or term-limited temporary Employees at will;

26 D. Establish reasonable work rules; assign the hours of work; assign Employees to
27 shifts and days off; and assign work daily, including work belonging to different positions than
28 regularly assigned as well as assigning a member of this bargaining unit's work to a non-bargaining

1 unit employee, to ensure effective cross-training of staff, which will ensure the needed flexibility for
2 Judicial Administration to meet its operational needs;

3 E. The right to define and implement a new payroll system, including but not limited
4 to a biweekly payroll system, is vested exclusively in King County. Implementation of such system
5 may include a conversion of wages and leave benefits into hourly amounts and the parties recognize
6 King County's exclusive right to make the changes necessary to implement such payroll system;

7 F. All matters not covered in this Agreement shall be administered by the Employer
8 consistent with the King County Personnel Guidelines. Any dispute arising from the application of
9 the King County Personnel Guidelines shall be handled through the processes outlined in the King
10 County Personnel Guidelines. An Employee choosing to pursue an appeal through King County
11 Personnel Guidelines is precluded from pursuing the same matter through the grievance procedures
12 outlined in this Agreement.

13 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

14 The parties acknowledge that during the negotiations resulting in this Agreement each had the
15 unlimited right and opportunity to make demands and proposals with respect to any and all subjects
16 or matters not removed by law from the area of collective bargaining and the understandings and
17 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this
18 Agreement. King County and the Union each voluntarily and unqualifiedly waives the right and each
19 agrees that the other shall not be obligated to bargain collectively with respect to any subject or
20 matter not specifically referred to or covered in this Agreement, even though such subject or matter
21 may not have been within the knowledge or contemplation of either or both of the parties at the time
22 they negotiated or signed this Agreement. All rights and duties of both parties are specifically
23 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the
24 entire agreement between the parties and concludes collective bargaining for its duration, subject
25 only to a desire by both parties to mutually agree to amend or supplement at any time, and except for
26 negotiations over a successor collective bargaining agreement.

27 **ARTICLE 5: HOURS OF WORK AND OVERTIME**

28 **Section 5.1.** The standard workweek shall consist of five (5) consecutive standard work days

1 of eight (8) hours each and forty (40) hours per week exclusive of lunch period and shall normally be
2 scheduled Monday through Friday except for bargaining unit members who are grandfathered to a
3 thirty-five (35) hour a week schedule. However, the determination of work schedules and work
4 assignments is vested solely with management.

5 **Section 5.2.** Except as otherwise provided in this Article, employees on a five-day schedule
6 shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours
7 in one week, exclusive of lunch period.

8 **Section 5.3.** All overtime shall be authorized in advance by a supervisor.

9 **Section 5.4.** The normal lunch period shall be taken as assigned by supervisor or designee.
10 At least annually, employees will select either a one half (1/2) hour or a one (1) hour unpaid lunch
11 period daily; however, an employee cannot request a change more than once a month. In the event
12 the workload necessitates that an employee takes their lunch period at a different time, such
13 employee will notify the supervisor via e-mail. This provision shall be fairly applied, and give
14 reasonable consideration to incidental job duties that may prevent timely notification, and variations
15 in clocks or email delivery time.

16 **Section 5.5.** At least five (5) working days advance notice shall be given an employee prior
17 to commencement of a special schedule altering working hours for more than one (1) day except
18 when circumstances of same are beyond the control or knowledge of Judicial Administration
19 management.

20 **Section 5.6.** If any provision of this Article conflicts with minimum standards established by
21 state or federal law, then that provision shall be automatically amended to provide the minimum
22 standards.

23 **Section 5.7.** In accordance with practice, employees shall track their time as directed by their
24 supervisor or designee.

25 **Section 5.8.** If Superior Court is closed because of inclement weather, employees who are
26 telecommuting are expected to work their normal schedule to the extent work has been scanned and
27 indexed into the employee's assigned work queue or general docketing, and provided supervision and
28 technical support are available by phone. The employee may use vacation leave if not desirous of

1 working.

2 **ARTICLE 6: VACATIONS**

3 **Section 6.1.** Regular full-time employees working forty (40) hours per week shall receive
4 vacation benefits as indicated in the following table:

5

| Full Years of Service | Annual Leave in Days |
|--------------------------------------|----------------------------|
| Upon hire through end of Year 5 | 12 |
| Upon beginning of Year 6 | 15 |
| Upon beginning of Year 9 | 16 |
| Upon beginning of Year 11 | 20 |
| Upon beginning of Year 17 | 21 |
| Upon beginning of Year 18 | 22 |
| Upon beginning of Year 19 | 23 |
| Upon beginning of Year 20 | 24 |
| Upon beginning of Year 21 | 25 |
| Upon beginning of Year 22 | 26 |
| Upon beginning of Year 23 | 27 |
| Upon beginning of Year 24 | 28 |
| Upon beginning of Year 25 | 29 |
| Upon beginning of Year 26 and beyond | 30 |

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24 Employees eligible for vacation leave shall accrue vacation benefits from their date of hire.
25 Employees shall be granted vacation credit each pay period. Employees shall be eligible to take
26 vacation upon completion of probation.

27 **Section 6.2.** Regular employees may accrue up to sixty (60) days vacation leave. Part-time
28 regular employees and temporary employees who are employed at least half-time and who are

1 eligible to receive vacation and sick leave may accrue vacation leave up to sixty (60) days prorated to
2 reflect their normally scheduled workweek.

3 **Section 6.3.** Vacation benefits for regular, part-time employees will be established based
4 upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a
5 regular, part-time employee normally works four (4) hours per day in a department that normally
6 works eight (8) hours per day, then the part-time employee would be granted four-eighths (4/8) of the
7 vacation benefit allowed a full-time staff member with an equivalent number of years of service.

8 **Section 6.4.** No person shall be permitted to work for compensation for the County in any
9 capacity during the time when vacation benefits are being drawn.

10 **Section 6.5.** Vacation may be used in one quarter (1/4) hour increments at the discretion of
11 the department director or his/her designee.

12 **Section 6.6.** In cases of separation by death, payment of unused vacation benefits shall be
13 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

14 **Section 6.7.** Employees may accrue additional vacation beyond the maximum specified
15 herein when, as a result of cyclical workloads or work assignments, accrued vacation will be lost.
16 Otherwise employees shall use or forfeit the excess accrual on or before the last day of the pay period
17 that includes December 31 of each year.

18 **Section 6.8.** In accordance with past practice, vacation requests will be reasonably approved
19 by a supervisor based on the workload. As indicated on the Absence Request Form, vacation in
20 excess of one (1) day should be scheduled and approved at least two (2) weeks in advance. Use of
21 vacation time for one (1) day or less should be scheduled and approved at least three (3) days in
22 advance, emergencies excepted. Approval for extended vacation requests (more than one week) shall
23 be at the sole discretion of management.

24 **ARTICLE 7: ATTENDANCE**

25 The Union and the Employer agree that employees' attendance should be regular and reliable.
26 Therefore, employees should maintain their regular work schedule without late arrivals, unauthorized
27 leave without pay, unauthorized leave, and no shows or otherwise seek the appropriate approvals for
28 an absence as defined in the policy entitled Attendance Rules and Procedure for Non-Represented,

1 FLSA-Covered Employees.

2 **ARTICLE 8: SICK LEAVE**

3 **Section 8.1. Intent.** It is the intent of the parties to guarantee bargaining unit employees the
4 sick leave benefits that are available under federal and state law and King County ordinance.
5 Additionally, the County and the Union have negotiated additional sick leave benefits through the
6 collective bargaining process. This Article presents these specifically negotiated benefits along with
7 a sampling of the rights that employees enjoy under current state and federal law and County
8 ordinance. In the event that this Article contains an incomplete or inaccurate statement of sick leave
9 rights under the law, it is the intent of the parties that the County will follow applicable law in the
10 administration of these benefits, in conjunction with any additional rights that have been negotiated
11 by the parties.

12 **Section 8.2. Accrual.** Every regular full-time and regular part-time employee shall accrue
13 sick leave benefits at a rate equal to .04616 for each hour in pay status exclusive of overtime.
14 Employees shall accrue sick leave from their date of hire in a leave eligible position.

15 **Section 8.3. Use of sick leave for self.** Employees are eligible to use paid sick leave to care
16 for themselves for the following reasons:

- 17 A. Employee illness;
- 18 B. Noncompensable injury of an employee (e.g., those injuries generally not eligible
19 for workers' compensation payments);
- 20 C. Employee disability due to pregnancy or childbirth;
- 21 D. Employee exposure to contagious diseases and resulting quarantine;
- 22 E. Employee keeping medical, dental, or optical appointments. For routine medical,
23 dental or optical appointments, the employee must submit an absence request form to the employee's
24 immediate supervisor and receive the supervisor's approval for such absence prior to the absence.
25 The absence request form must be submitted one (1) week in advance. The supervisor shall approve
26 or deny the written request within twenty-four (24) hours of the submission of the request.
- 27 F. Sick leave may be used to care for family members of an employee in accordance
28 with Section 8.13 of this Article.

1 **Section 8.4. Increments.** Sick leave may be used in one-quarter hour increments at the
2 discretion of the department director.

3 **Section 8.5. No limits of accrual.** There shall be no limit to the hours of sick leave benefits
4 accrued by an employee.

5 **Section 8.6. Procedure for use of leave under this Article.**

6 A. The employee is not entitled to sick leave if not previously earned or donated. The
7 employee shall normally notify their supervisor or designee at least 30 minutes prior to the start of
8 their shift. The employee shall keep calling until a supervisor or designee has actually been
9 contacted. The employee will be required to contact the supervisor on each day of a continuing
10 absence unless specifically excused from doing so from the supervisor.

11 B. Sick leave use procedures will follow the policy entitled Attendance Rules and
12 Procedures for Non-Represented, FLSA Covered Employees, which requires a doctor's original
13 statement when the absences occur pursuant to the above referenced policy.

14 C. King County may, with reasonable cause, visit or call employees at home or visit
15 or call the employee's physician/medical practitioner providing the statement to confirm the validity
16 of the physician/medical practitioner's statement.

17 D. In case of absence due to an employee's illness or injury or when the need arises to
18 care for a child, spouse, parent, parent-in-law or grandparent of the employee requiring treatment or
19 supervision by the employee while on vacation, such absence shall be deducted from accrued sick
20 leave rather than from accrued vacation, if the employee so requests.

21 **Section 8.7. Separation from County employment.** Separation from County employment
22 except by reason of retirement or layoff due to lack of work or funds or efficiency reasons shall
23 cancel all sick leave currently accrued to the employee. Should the employee resign in good standing
24 or be laid off and return to the County within two (2) years, accrued sick leave shall be restored.

25 **Section 8.8. Cash out of sick leave upon retirement or death.** County employees who
26 have at least five (5) years County service and who retire as a result of length of service or who
27 terminate by reason of death shall be paid an amount equal to thirty-five (35) percent of their unused
28 accumulated sick leave. All payments shall be based on the employee's base rate.

1 **Section 8.9. Sick leave traceable to other employment.** Sick leave because of an
2 employee's physical incapacity shall not be approved where the injury is directly traceable to
3 employment other than with the County where such employment is covered by the provisions of the
4 state industrial insurance laws. Prohibition of sick leave benefits under this section is not waived
5 should the employee be unsuccessful in obtaining state benefits, nor may such payments be
6 supplemented with County sick leave benefits.

7 **Section 8.10. Supplementation of Worker's Compensation.** Employees injured on the job
8 may use accrued sick leave and vacation benefits to supplement King County Workers'
9 Compensation payments but may not simultaneously collect sick leave and workers' compensation
10 payments in a total amount greater than the net regular pay of the employee.

11 **Section 8.11. King County Family Medical Leave Act.** Employees are eligible for King
12 County Family Medical Leave pursuant to County ordinance.

13 **Section 8.12. Bereavement Leave.** Regular, full-time employees shall be entitled to three
14 (3) days (24 hours) of bereavement leave per occurrence due to death of a member of the employee's
15 immediate family. For purposes of bereavement leave, family members include children, parents,
16 siblings, and spouse or domestic partner of the employee, son-in-law, daughter-in-law, grandparent,
17 grandchild, mother-in-law, father-in-law, domestic partner's child, domestic partner's parent and
18 spouse's child. Regular, full-time employees who have exhausted their bereavement leave shall be
19 entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death
20 occurs to a member of the employee's immediate family.

21 **Section 8.13. Family Care.**

22 **A. Transportation for Medical Reasons.** Family care sick leave shall be approved
23 for accompanying or transporting immediate family members to and from a hospital or to medical or
24 dental appointments, providing the immediate family member is a minor child, is infirm, or cannot
25 reasonably get to and from the appointment without the employee's aid.

26 **B. Child Birth.** Up to one (1) day's absence may be authorized for an employee to
27 be at the hospital on the day of the birth of his/her child.

28 **C. Family Care Leave.**

1 **1. Choice of leave.** To the extent allowed by King County Ordinance, the
2 Washington Family Care Act, other state law, and federal law, an employee may choose to use
3 accrued vacation leave, personal days or compensatory time in lieu of paid sick leave or leave
4 without pay to care for a family member, as set forth and defined below. Use of sick leave or other
5 leave to care for a family member shall be known as “Family Care Leave” and may be used for the
6 purposes described below. Subsection C (Family Care Leave) of this Section does not create any
7 additional leave benefits beyond that which is guaranteed by King County Ordinance, state and
8 federal law.

9 **2. Care for a child.** An employee may use Family Care Leave to provide
10 supervision or treatment for his or her child with a “health condition requiring treatment or
11 supervision.”

12 **a.** For purposes of this section, “child” means a biological, adopted or
13 foster child, a stepchild, a legal ward of the employee or the employee’s spouse or domestic partner
14 who is under eighteen years of age, or eighteen years of age or older and incapable of self-care
15 because of a mental or physical disability.

16 **b.** “Health condition requiring treatment or supervision” includes:

17 **1)** Any medical condition requiring treatment or medication
18 that the child cannot self-administer;

19 **2)** Any medical or mental health condition which would
20 endanger the child’s safety or recovery without the presence of a parent or guardian; or

21 **3)** Any condition warranting treatment or preventive care such
22 as physical, dental, optical or immunization services, when a parent must be present to authorize and
23 when sick leave may otherwise be used for the employee’s own preventive health care.

24 **c.** Verification of the child’s health condition from a licensed physician
25 may be required for any requested sick leave absence used to care for a child.

26 **3. Care for other family members.** An employee may use Family Care
27 Leave to provide care for a spouse or domestic partner, parent, parent-in-law, or grandparent who has
28 a “serious health condition” or an “emergency condition.”

1 a. "Serious health condition" is defined as an illness, injury,
2 impairment, or physical or mental condition that involves any period of incapacity or treatment
3 connected with inpatient care in a hospital, hospice, or residential medical facility, and any period of
4 incapacity or subsequent treatment or recovery in connection with such inpatient care; or continuing
5 treatment by or under the supervision of a health care provider or a provider of health care services
6 and which includes any period of incapacity.

7 b. "Emergency condition" means a health condition that is a sudden,
8 generally unexpected occurrence or set of circumstances related to one's health demanding
9 immediate action, and is typically very short-term in nature.

10 c. In the event King County ordinance is amended so as to include the
11 parents and/or grandparents of domestic partners for the purposes stated within this section, the
12 contract shall be likewise amended.

13 d. Verification of the family member's health condition from a
14 licensed physician may be required for any requested sick leave absence used for the purposes stated
15 herein.

16 D. In the application of any of the foregoing provisions, when a holiday or regular
17 day off falls within the prescribed period of absence, it shall not be charged against sick leave
18 accrual.

19 E. Department management is responsible for the proper administration of this
20 benefit.

21 **Section 8.14. Use of sick leave to volunteer at school.** An employee may use up to three
22 (3) days of sick leave each year to perform volunteer services at the school attended by the
23 employee's child. Employees requesting to use sick leave for this purpose shall submit such request
24 in writing specifying the name of the school and the nature of the volunteer service to be performed.

25 A. Employees shall submit their request in writing specifying the name of the school
26 and the nature of the volunteer service to be performed. This request shall be treated similar to a
27 doctor's appointment.

28 B. Management shall accept or deny the employee's request within twenty-four (24)

1 hours of its submittal. Management retains the right to deny the request due to staffing concerns.

2 If the employee's request is later accepted, their leave shall be counted against their sick leave
3 accrual.

4 C. Payment for sick leave will be made for the above reasons only.

5 **Section 8.15. Miscellaneous.** Regular, part-time employees shall be granted bereavement
6 leave hours in the same proportion as their scheduled hours of work are to the standard work week.
7 For example, an employee working twenty (20) hours each week shall be granted twelve (12) hours
8 of bereavement leave. Regular, part-time employees may not use sick leave or family care sick leave
9 for doctor and dental appointments unless they are of an emergency nature. It is expected such
10 appointments will be scheduled during non-work time.

11 **Section 8.16. Incentive to use low amounts of sick leave.** Employees who use thirty two
12 (32) hours of sick leave or less per year, and who worked for the Department of Judicial
13 Administration for the entire calendar year, shall become eligible to convert accrued sick leave hours
14 to vacation hours in the following calendar year pursuant to the following schedule:

| Sick Leave Hours Used in a Calendar Year | Total Sick Hours Which May be Converted to Vacation Hours in the Following Year |
|---|--|
| 16 or less hours | Convert 40 hours |
| 17 to 24 hours | Convert 32 hours |
| 25 to 32 hours | Convert 24 hours |

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21 Requests for such conversion of hours must be filed by the eligible employee with his/her
22 supervisor in writing no later than January 31 of the year following achievement of eligibility.

23 **Section 8.17. Maternity Leave.** Maternity leave shall be granted for temporary disability
24 due to pregnancy or childbirth at the discretion of the department director and in accordance with
25 WAC 162-30-020. Accrued sick leave and vacation may be used for maternity leave. An employee
26 on maternity leave retains the King County subsidy for benefits as provided by the King County
27 insurance committee.

28 **Section 8.18. Transferring and Donating Vacation and Sick Leave.** Employees may

1 transfer vacation hours and donate sick leave hours pursuant to King County Code Section 3.12.223
2 as it currently exists or is amended by County Council by ordinance.

3 **ARTICLE 9: HOLIDAYS**

4 All regular employees shall be granted the holidays provided in RCW 1.16.050 which
5 currently lists the following holidays with pay:

| | | |
|----|----------------------------------|-------------------------------|
| 6 | | |
| 7 | New Year's Day | January 1st |
| 8 | Martin Luther King Jr's Birthday | Third Monday in January |
| 9 | President's Day | Third Monday in February |
| 10 | Memorial Day | Last Monday in May |
| 11 | Independence Day | July 4th |
| 12 | Labor Day | First Monday in September |
| 13 | Veteran's Day | November 11th |
| 14 | Thanksgiving Day | Fourth Thursday in November |
| 15 | Day after Thanksgiving | Friday following Thanksgiving |
| 16 | Christmas Day | December 25th |

17
18 and any designated by public proclamation of the chief executive of the state as a legal holiday. In
19 addition, each employee shall receive two (2) additional personal holidays. These days shall be
20 administered through the vacation plan. One personal holiday shall be added to the vacation leave
21 bank in the pay-period that includes the first day of October and one personal holiday will be added
22 in the pay-period that includes the first day of November of each year. Employees will be able to use
23 these days in the same manner as they use vacation days earned.

24 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
25 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

26 Holidays paid for but not worked shall be recognized as time worked for the purpose of
27 determining weekly overtime.

28 Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular rate in

1 addition to the regular holiday pay.

2 An employee must be in a pay status on the employee's scheduled working day prior to and
3 the employee's scheduled working day after a holiday in order to receive holiday pay.

4 A regular part-time employee shall receive only those paid holidays which fall on regularly
5 scheduled working days, and the paid holidays shall consist of the employee's regularly scheduled
6 working hours.

7 **ARTICLE 10: WAGE RATES**

8 **Section 10.1. Rates of Pay.** Effective January 1, 2009, Legal Administrative Specialist I's,
9 Legal Administrative Specialist II's and Legal Administrative Specialist III's shall receive salaries in
10 accordance with King County's hourly "squared table."

11 A. Legal Administrative Specialist I's are placed on Range 33 of King County's
12 "squared table";

13 B. Legal Administrative Specialist II's are placed on Range 37 of King County's
14 "squared table."

15 C. Legal Administrative Specialist III's are placed on Range 41 of the King County's
16 "squared table."

17 **Section 10.2. Cost of Living Adjustments.** The squared table will be adjusted upwards by
18 two and one-quarter percent (2.25%) for 2016 in accordance with the provisions of the COLA
19 Memorandum of Agreement between King County and the Coalition of Unions, attached as
20 Addendum B.

21 **Section 10.3.** New employees shall be hired at Step 1 of their respective pay range and
22 advanced to Step 2 after the successful completion of a six (6) month probationary period unless the
23 probationary period is extended or a new employee was hired above a Step 1, in which case the
24 employee will advance as provided below. Advancement to Step 2 may be denied upon serving
25 written notice to the employee specifying the reason thereof or termination; however, upon successful
26 completion of probation, the employee will advance to Step 2. Employees on Steps 2 through 9 on
27 January 1 of each year shall advance one step, provided that they have satisfactorily performed their
28 job.

1 A. Satisfactory Performance: Satisfactory Performance shall mean an overall rating
2 of 3.0 or above on the employee performance evaluation utilized by the Department. If the
3 performance of the employee is rated below a 3.0 specific comments on which the rating is based
4 must be provided; to aid the employee in understanding what performance is desired.

5 B. Process to Improve Satisfactory Rating: The employee, if denied a step increase,
6 may request a consultation with the supervisor and be placed on a quarterly evaluation and at such
7 time that the employee's performance becomes "satisfactory," as defined supra, the employee shall
8 receive the previously denied step increase prospectively (i.e. the first of the month following
9 attaining a "satisfactory" evaluation. The date on which an employee would be entitled to a future
10 step increase will not be affected by the above action.

11 This step progression will be implemented September 1, 2009 for those employees who did
12 not otherwise receive a step progression or merit increase on January 1, 2009, pursuant to past
13 practice. The next step progression for this bargaining unit would then occur on January 1, 2010.

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

15 **Section 11.1.** King County presently participates in group medical, dental and life insurance
16 programs. The County agrees to maintain the level of benefits as currently provided by these plans
17 and pay premiums as currently practiced, during the life of this Agreement, except that:

18 The Union concurs in and agrees to the County's implementation of any recommendation of
19 the Joint Labor Management Insurance Committee, which may meet at any time during the life of
20 this Agreement or after its expiration.

21 **ARTICLE 12: WORK OUTSIDE OF CLASSIFICATION**

22 **Section 12.1.**

23 A. All work outside of classification other than work assigned pursuant to Article 3,
24 subsection D shall be assigned in writing by a supervisor or designee.

25 B. Employees assigned work out of class pursuant to paragraph (A) shall receive pay
26 at the first step of the higher classification or the next higher amount as would constitute a minimum
27 of two (2) salary steps over the salary received prior to the assignment but not to exceed the top step
28 of the higher range.

1 **ARTICLE 13: REDUCTION IN FORCE/LAYOFF/RECALL**

2 **Section 13.1.** The positions to be laid off shall be at the sole discretion of management. Said
3 layoffs will be based on reverse departmental seniority.

4 In lieu of laying off an employee, the Director of the Human Resource Division may reassign
5 such employee to a comparable, vacant position, when the Director determines such reassignment to
6 be in the best interest of the County.

7 **Section 13.2.** Qualification: Employees are required to meet the minimum qualifications to
8 perform the work of a specific position within a classification; including, but not limited to, the
9 position into which the employee intends to bump.

10 **Section 13.3. Bumping.** An employee may elect to bump the employee with the least
11 departmental seniority as provided within this Section. Bumping shall not result in a promotion. An
12 employee will have seven (7) work days from the time of written notification of layoff to notify the
13 County in writing of his/her intent to exercise his/her bumping rights.

14 An employee will forfeit his/her bumping rights if his/her written notice is not submitted
15 within seven (7) work days or the County has not accepted a late filing of the notice. The County
16 will, if it determines that there are warranting circumstances, accept a late filed notice from an
17 employee.

18 If the Department determines that an employee identified for layoff is not qualified for the
19 positions held by less senior employees, the employee may appeal that determination to the King
20 County Career Support Services Program for analysis and final determination.

21 The Career Support Services Program will perform a comprehensive skills assessment for the
22 employee selected for layoff; the department will furnish Career Support Services with a complete
23 and up-to-date description of the position that is potentially a bumping option; and the department
24 will consult with Career Support Services about whether the laid-off employee is qualified for the
25 bumping option position. The parties will abide by the decision of Career Support Services and such
26 decision shall not be grievable by either party.

27 **Section 13.4.** Employees laid off shall be rehired in the inverse order of layoff; namely, those
28 laid off last will be rehired first.

1 **Section 13.5.** The County agrees to notify the Union at least fourteen (14) calendar days in
2 advance, in writing, of any anticipated reduction in force.

3 **Section 13.6.** Employees on layoff shall be referred to other positions within the Career
4 Service in accordance with the Personnel Guidelines. All employees who are laid off shall be placed
5 on a recall list with the employee with the most seniority who has passed probation in a classification
6 being recalled first. A laid off employee may be removed from the recall list for any of the following
7 reasons:

8 A. The expiration of two years (24 months) from the date of layoff;

9 B. Re-employment within the County in a similar position or job class;

10 C. Failure to report to work;

11 D. Failure to appear for a job interview after notification by telephone or by mail
12 addressed to the employee's last address on file with the County;

13 E. Failure to respond within seven (7) days to a communication regarding availability
14 of employment;

15 F. Request in writing by the laid off employee to be removed from the list.

16 If an employee who held a full time position accepts assignment to a part time position, he/she
17 shall nevertheless retain his/her recall rights to a full time position. If an employee accepts
18 assignment to a classification with a lower rate of pay than that of the position from which he/she was
19 laid off, he/she shall nevertheless retain recall rights to his/her former classification. An employee
20 may elect to refuse an offered position without forfeiting his/her recall rights; provided the option of
21 refusal may be exercised only once with subsequent refusal resulting in loss of recall rights.

22 **ARTICLE 14: SENIORITY**

23 **Section 14.1.** Seniority shall be defined as follows:

24 A. Length of service in the Department of Judicial Administration.

25 B. An employee who is promoted to another classification within the bargaining unit
26 shall continue to accrue seniority in the classification from which he or she was promoted.

27 C. In the event that two (2) employees have the same seniority, then performance, as
28 determined by the most recent performance evaluation, shall determine the order of layoff.

1 **Section 14.2.**

2 A. An employee in the bargaining unit who terminates and returns to work shall have
3 all seniority restored, provided the break in service is two (2) years or less.

4 B. Seniority shall continue to accrue during any compensated absence from service or
5 any leave of absence without pay for periods of thirty (30) calendar days or less.

6 C. Seniority shall be retained but shall not continue to accrue during that period of an
7 authorized leave of absence without pay that exceeds thirty (30) calendar days.

8 D. The Union will provide the department with a seniority list by January 15 each
9 year.

10 E. At the request of the union but not more than once a year, the County shall provide
11 the Union with a list of new hires, employees on leave without pay, termination, and transfers by
12 January 5th each year, which reflects the employee's status as of December 20 of the previous year.

13 **ARTICLE 15: EMPLOYEE RIGHTS**

14 **Section 15.1.** No post probationary employee shall be disciplined or discharged without just
15 cause. Probationary and term-limited temporary employees are at will employees.

16 **Section 15.2.** The employee and/or representative may examine the employee's personnel
17 files if the employee so authorizes in writing. Material placed into the employee's personnel files
18 relating to job performance or personal character shall be brought to his/her attention by providing a
19 copy to the employee. The employee may challenge the propriety of including it in the files. The
20 employee shall have the right to insert documentation into the files, providing such documentation is
21 relevant to the challenge. Unauthorized persons shall not have access to employee files or other
22 personal data relating to employees and their employment with King County.

23 **Section 15.3.** Designated Union stewards may have limited and reasonable use of the County
24 electronic mail system, telephone and FAX machines for communications related to contract
25 administration. In no circumstances shall use of the County equipment interfere with County
26 operations. The Union acknowledges there is no guarantee of privacy of electronic mail
27 communications. The Union and its members also agree to abide by the Joint Coalition Acceptable
28 Use Memorandum of Understanding.

1 **ARTICLE 16: GRIEVANCE PROCEDURE**

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

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

8 **Section 16.1. Definition.**

9 Grievance - A dispute raised by a signatory party to this Agreement relating to the
10 interpretation of rights, benefits, or conditions of employment as specifically contained in this
11 Agreement.

12 **Section 16.2. Procedure.**

13 **Step 1.** A grievance shall be presented in writing by the aggrieved employee and/or
14 their representative, within fourteen (14) calendar days of the occurrence of the incident that gave rise
15 to such grievance to the supervisor. The supervisor shall meet with the employee and/or their
16 representative within fourteen (14) calendar days of the receipt of the grievance. The supervisor shall
17 gain all relevant facts and notify the employee in writing of their decision a copy of which shall be
18 sent to the Union within fourteen (14) days. If a grievance is not pursued to the next higher level
19 within fourteen (14) calendar days of receipt of the supervisor's written response, it shall be
20 presumed resolved. If the employer fails to meet the time lines set forth in Step 1, the Union shall
21 have the right to move the grievance to next step.

22 **Step 2.** If, after thorough discussion with the supervisor, the grievance has not been
23 satisfactorily resolved, the grievance shall then be presented to the department director or his/her
24 designee. All letters, memoranda, and other written materials shall be made available for the review
25 and consideration of the department director or designee. The director or designee may interview the
26 employee and/or representative and receive any additional related evidence which may be deemed
27 pertinent to the grievance. At the time of filing the Step 2 grievance, if the Union requests a meeting
28 one will be scheduled at a mutually agreeable time with the department director, or designee, to

1 discuss the grievance in an effort to resolve it. The director or designee shall provide a written
2 decision to the grievant and the Union within fourteen (14) calendar days. If the employer fails to
3 meet the time lines set forth in Step 2, the Union shall have the right to move the grievance to the
4 next step. If the grievance is not pursued to the next higher level within fourteen (14) calendar days
5 of receipt of the director's response, it shall be presumed resolved.

6 **Step 3.** If, after thorough evaluation, the decision of the department director has not
7 resolved the grievance satisfactorily, the grievance may be presented to the assigned King County
8 Labor Negotiator or his/her designee for attempted resolution.

9 A meeting shall be scheduled by the negotiator and the Union representative within thirty (30)
10 days for the purpose of resolving the grievance. When parties to this meeting include an employee
11 who is affected by such grievance and necessary witness(es), who are County employees, such
12 employees shall be released from duty without loss of pay in order to testify, provided that it does not
13 affect the operation of the County. All such meetings shall be closed for the purpose of maintaining
14 confidentiality, unless otherwise mutually agreed. The negotiator or designee shall render a decision
15 within fourteen (14) calendar days following the conclusion of the meeting. If the employer fails to
16 meet the timelines set forth in Step 3, the Union shall have the right to move the grievance to the next
17 step. If the Union fails to meet such timelines, the grievance will be considered resolved.

18 Employer grievances shall be filed at Step 3 by written notice to the Union within fourteen
19 (14) calendar days of the events giving rise to the grievance.

20 **Step 4.** Either the County or the Union may request arbitration within thirty (30)
21 calendar days of the date of the County's Step 3 decision or thirty (30) days from the Step 3 meeting,
22 whichever comes later, and must specify at that time the exact questions which it wishes arbitrated
23 and the remedy sought. The parties shall then select a disinterested party to serve as an arbitrator. If
24 the County, or the Union if the grievance is an employer grievance, does not respond at Step 3, the
25 Union or the County may submit the issue to arbitration within sixty (60) days of its submission at
26 Step 3.

27 In the event that the parties are unable to agree upon an arbitrator then the arbitrator shall be
28 selected from a panel of seven (7) arbitrators furnished by PERC, Federal Mediation and Conciliation

1 Service (FMCS), or another agency to which the parties mutually agree. The arbitrator will be
2 selected from the list by both the County representative and the Union each alternately striking a
3 name from the list until only one (1) name remains. The arbitrator shall be asked to render a decision
4 promptly and the decision of the arbitrator shall be final and binding on both parties.

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

8 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
9 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
10 behalf. Each party shall bear the cost of their own attorneys' fees regardless of the outcome of the
11 arbitration hearing.

12 No matter may be arbitrated which the County by law has no authority over, has no authority
13 to change, or has been delegated to any civil service commission or personnel board as defined in
14 RCW 41.56.

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

16 **Section 16.3.** All newly hired and promoted employees must serve a probationary period as
17 defined in the Personnel Guidelines. As the Guidelines specify that the probationary period is an
18 extension of the hiring process, the provisions of this Article will not apply to employees if they are
19 discharged during their initial probationary period or are demoted during the promotional
20 probationary period. Grievances brought by probationary employees involving issues other than
21 discharge or demotion, or discipline, may be processed in accordance with this Article.

22 **Section 16.4.** Term-limited temporary (TLT) employees are considered to be at-will
23 employees. The provisions of this Article will not apply to TLT employees in cases of discharge,
24 demotion or discipline. Grievances brought by TLT employees involving issues other than discharge,
25 demotion or discipline may be processed in accordance with this Article.

26 **Section 16.5.** If employees have access to multiple procedures for adjudicating grievances,
27 then selection by the employee of one procedure will preclude access to other procedures; selection is
28 to be made no later than at the conclusion of Step 3 of this grievance procedure.

1 **Section 16.6.** The time limits set forth herein may be extended upon written consent of both
2 parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to
3 the appropriate step within the time limits set forth herein shall constitute a presumption that the
4 matter is resolved. A grievance may be filed at any step that is mutually agreed upon in writing by
5 the County and the Union. The Union and County may agree in writing to waive any of the above
6 steps.

7 **ARTICLE 17: MISCELLANEOUS**

8 **Section 17.1.** An employee elected or appointed to office in a local of the Union signatory
9 organization which requires a part or all of his/her time shall be given reinstatement rights to the
10 position previously held for three (3) years from date of termination. Seniority under this contract
11 shall be restored as of the point of separation.

12 **Section 17.2.** All employees who have been authorized to use their own transportation on
13 County business shall be reimbursed at the current rate established by the County Council.

14 **Section 17.3.** The County shall, upon request, furnish the Union with specifications for all
15 classifications covered by the bargaining agreement and shall send copies of modifications and
16 revisions thereto as they occur.

17 **Section 17.4.** The Union shall provide a bulletin board for its exclusive use and shall be
18 allowed to place same in a common work location of the bargaining unit. Notices and
19 announcements shall not contain anything political or reflecting adversely upon the County, any of its
20 employees, or any labor organizations among its employees. Only designated shop stewards or
21 Union representatives may place or remove posted notices unless the notices appear to be in violation
22 of this section, in which case, management may remove same, notifying the Union of its action and
23 reason therefor.

24 **Section 17.5.** Copies of all policies and procedures promulgated by the Department of
25 Judicial Administration to interpret and/or administer the provisions of this Agreement and the
26 Administrative Guidelines shall be provided to the Union.

27 **Section 17.6.** Unsuccessful bargaining unit applicants for transfer, training, and/or promotion
28 within the bargaining unit will be verbally provided with the reasons for the decision at the request of

1 the employee. Such decisions shall not be a subject for grievance under Article 16: Grievance
2 Procedure.

3 **Section 17.7.** No employee within the bargaining unit shall be required, as a condition of
4 employment, to provide a personal automobile for use in County business.

5 **Section 17.8.** King County job opening announcements received by Judicial Administration
6 shall be posted on the intranet.

7 **Section 17.9.** The County and the Union agree to meet and discuss issues of common
8 concern during the term of this Agreement. The frequency of such meetings are to be determined by
9 the parties, by mutual agreement, given the issues to be discussed and the schedules of the parties.
10 Though the parties may at any time agree to a different arrangement, for the present the parties agree
11 to meet quarterly at a time and place agreed upon. This may be either during Court time or before or
12 after Court or during lunch time. Meetings may alternate between these times. The Union may be
13 accompanied by up to two shop stewards, who will be paid for this time.

14 **Section 17.10.** Management may schedule safety meetings, as necessary. When required to
15 attend safety meetings employees will be paid to attend.

16 **Section 17.11.** King County shall, upon receipt of a written authorization form that conforms
17 to legal requirements, deduct from the pay of such bargaining unit employee the amount of
18 contribution the employee voluntarily chooses for deduction for political purposes and shall transmit
19 the same to the Union.

20 **Section 17.12.** Unless otherwise specified in this Agreement, references to days, if five (5) or
21 less, shall be considered working days. References to six (6) days or more, unless otherwise
22 specified in this Agreement, shall be considered calendar days.

23 **Section 17.13.** Judicial Administration values alternative work arrangements and will work
24 collaboratively with the union through the Labor Management process to make any changes to
25 existing arrangements pursuant to the Joint Labor Coalition Alternative Work Arrangements Guide.
26 Management retains the discretion to approve or not approve requests for alternative work
27 arrangements based on the operational needs of the Department. These needs include but are not
28 limited to; meeting production goals, the equitable distribution of work, and changes in section work

1 loads.

2 **Section 17.14.** Leave of absence without pay requests shall be administered pursuant to
3 Article 14.11 of the King County Personnel Guidelines.

4 **Section 17.15.** The parties agree that King County has the right to implement a common
5 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work
6 weeks. The parties agree that application provisions in the collective bargaining agreement may be
7 re-opened at any time during the life of this agreement by the County for the purpose of negotiating
8 these standardized pay practices, to the extent required by law.

9 **ARTICLE 18: UNION REPRESENTATION**

10 **Section 18.1.** Authorized representatives of the Union may, after notifying the County
11 official in charge, visit the work location of employees covered by this Agreement at any reasonable
12 time for the purpose of investigating grievances but shall not conduct Union business on County time
13 and shall under no circumstances interrupt court proceedings.

14 **Section 18.2.** Authorized representatives of the Union may have reasonable access to its
15 members in County facilities for transmittal of information or representation purposes before work,
16 during lunch breaks, or other regular breaks, as long as the work of the County employees, services to
17 the public and court proceedings are unimpaired. Prior to contacting members in County facilities
18 such authorized agents shall make arrangements with the department director or designee.

19 **Section 18.3.** The Union shall have the right to appoint stewards within departments where
20 its members are employed under the terms of this Agreement. The maximum number of stewards
21 appointed shall be two (2).

22 The department shall be furnished with the names of stewards so appointed. The steward
23 shall be allowed a reasonable time to investigate grievances during regular working hours providing
24 court services are not interrupted.

25 **Section 18.4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
26 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
27 their right to organize and designate representatives of their own choosing for the purpose of
28 collective bargaining or in the free exercise of any other right under RCW 41.56.

1 **Section 18.5.** A negotiating committee not to exceed two (2) persons may be selected from
2 amongst bargaining unit employees by the Union. Employees so selected may be released from work
3 duties to participate in face-to-face negotiation sessions with employer representatives only if such
4 release does not interfere with court operations as determined by the department director.

5 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

6 The County and the Union shall not unlawfully discriminate against any individual employees
7 with respect to compensation, terms, conditions or privileges of employment by reason of race, color,
8 sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the
9 presence of any sensory, mental or physical handicap (SMPH) unless based on a bona fide
10 occupational qualification reasonably necessary to the operations of the County. Allegations of
11 unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may
12 instead be filed by an employee's complaint pursuant to the procedures outlined in King County
13 Policy, and if not resolved, with the appropriate human rights agency.

14 The parties agree that personnel actions may be taken to accommodate disabilities, as may be
15 required under the Americans with Disabilities Act (ADA), and that such an accommodation under
16 the ADA shall take precedence over any conflicting provisions of this Agreement.

17 **ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION**

18 **Section 20.1.** The County and the Union agree that the public interest requires efficient and
19 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
20 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
21 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
22 duties, sick leave absence which is not bona fide, or other interference with County functions by
23 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
24 to end such interference. Any concerted action by an employee in the bargaining unit shall be
25 deemed a work stoppage if any of the above activities have occurred.

26 **Section 20.2.** Upon notification in writing by the County to the Union that any of its
27 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
28 members to immediately cease engaging in such work stoppage and provide the County with a copy

1 of such order. In addition, if requested by the County, a responsible official of the Union shall
2 publicly order such employees to cease engaging in such a work stoppage.

3 **Section 20.3.** Any employee who commits any act prohibited in this section will be subject in
4 accord with the County's Administrative Guidelines to the following action or penalties:

5 A. Discharge.

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

7 **ARTICLE 21: SAVINGS CLAUSE**

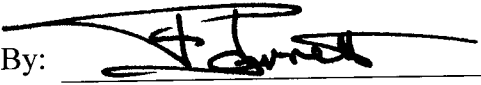
8 Should any part hereof or any provision herein contained be rendered or declared invalid by
9 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
10 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the
11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

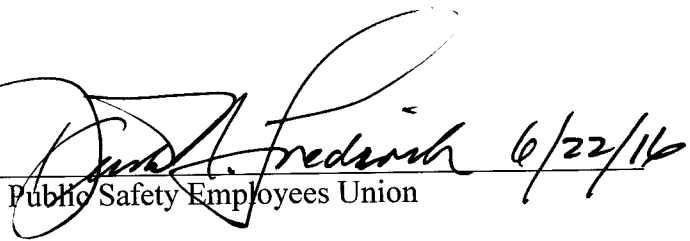
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1 **ARTICLE 22: DURATION**

2 This Agreement shall become effective when ratified by the parties, and covers the period
3 January 1, 2016 through December 31, 2016. Written notice of desire to modify this Agreement shall
4 be served by either party upon the other at least sixty (60) days prior to the date of expiration.

5
6 APPROVED this 20th day of July, 2016.

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10 By: 
11 King County Executive

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15  6/22/16
16 Public Safety Employees Union

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2
3 PUBLIC SAFETY EMPLOYEES UNION
4 LEGAL ADMINISTRATIVE SPECIALISTS

5 ADDENDUM A

6
7 King County 10 Step Hourly Squared Schedule

| 8 Job Class Code | 9 PeopleSoft Job Code | 10 Classification Title | 11 Range* |
|---|-----------------------|-------------------------------------|-----------|
| 12 4203100 | 423103 | Legal Administrative Specialist I | 33 |
| 13 4203200 | 423203 | Legal Administrative Specialist II | 37 |
| 14 4203300 | 423303 | Legal Administrative Specialist III | 41 |
| 15 * All salary ranges are on the King County "Squared" Salary Schedule | | | |

16 *Cost of Living Adjustments shall be as provided in Article 10,*
17 *Section 10.2. For specific rates for each range and step, refer to the King*
18 *County Hourly Squared Schedule for the applicable year.*

ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

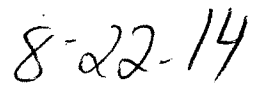
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

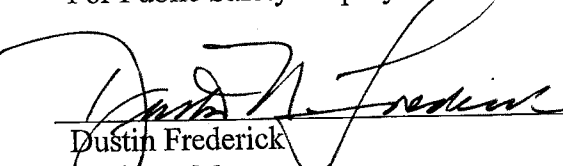
ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: Public Safety Employees Union

Ratified by the Members covered by the Contracts listed below:

| cba code | Labor Organization | Contract |
|----------|--------------------|--|
| 212 | PSEU | Communications Specialists Supervisors - King County Sheriff's Office |
| 330 | PSEU | Department of Adult & Juvenile Detention Management |
| 214 | PSEU | Fire Investigator - King County Sheriff's Office |
| 210 | PSEU | Fire Marshal - Department of Permitting & Environmental Review |
| 430 | PSEU | King County Civic Television (CTV) |
| 021 | PSEU | Legal Administrative Specialists - Department of Judicial Administration |
| 191 | PSEU | Non-Commissioned - Department of Adult & Juvenile Detention |
| 192 | PSEU | Non-Commissioned - Department of Community & Human Services |
| 193 | PSEU | Non-Commissioned Professional Employees - King County Sheriff's Office |
| 464 | PSEU | Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office |
| 020 | PSEU | Superior Court Clerks - Judicial Administration |

For Public Safety Employees Union:


Dustin Frederick
Business Manager


Date

**ADDENDUM B
ADDENDUM A**

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications (“the Coalition”) have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as “Coalition Administrative Support Positions” and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM B
ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B
ADDENDUM A

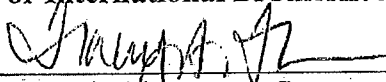
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

| Union | Contract | cba Code |
|--|---|----------|
| International Brotherhood of Teamsters Local 117 | Professional & Technical and Administrative Employees | 154 |
| International Brotherhood of Teamsters Local 117 | Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks | 156 |
| Joint Crafts Council, Construction Crafts | Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation | 350 |
| Office & Professional Employees International Union, Local 8 | Department of Assessments | 035 |
| Office & Professional Employees International Union, Local 8 | Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division) | 038 |
| Professional and Technical Employees, Local 17 | Professional and Technical - Department of Transportation | 046 |
| Professional and Technical Employees, Local 17 | Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation | 040 |
| Professional and Technical Employees, Local 17 | Departments: Public Health, Community and Human Services | 060 |
| Public Safety Employees Union | Non-Commissioned - Department of Adult and Juvenile Detention | 191 |
| Public Safety Employees Union | Non-Commissioned - King County Sheriff's Office | 193 |
| Technical Employees Association | Wastewater Treatment Division, Department of Natural Resources and Parks, Staff | 428 |
| Washington State Council of County and City Employees, Council 2, Local 2084-SC | Superior Court - Staff (Wages Only) | 273 |
| Washington State Council of County and City Employees, Council 2, Local 2084SC-S | Superior Court - Supervisors (Wages Only) | 274 |
| Washington State Council of County and City Employees, Council 2, Local 21AD | Department of Adult and Juvenile Detention | 080 |
| Washington State Council of County and City Employees, Council 2, Local 1652 | Medical Examiner - Department of Public Health | 260 |
| Washington State Council of County and City Employees, Council 2, Local 1652M | WorkSource - Department of Community and Human Services | 263 |
| Washington State Council of County and City Employees, Council 2, Local 1652R | Industrial and Hazardous Waste | 275 |

**ADDENDUM B
ADDENDUM A**

6. This Agreement shall remain in effect through December 31, 2013.

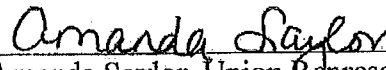
For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date

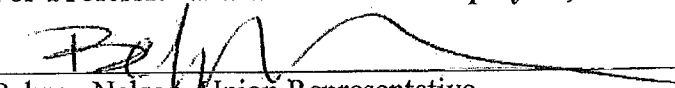
For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative

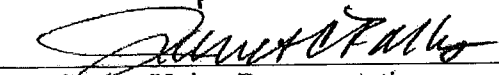
4/25/11
Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

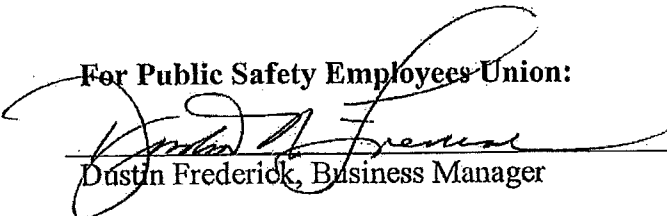
4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date


For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date

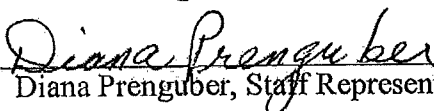
For Technical Employees Association:



Ade Franklin, President

4.27.11
Date


For Washington State Council of County and City Employees, Council 2:



Diana Prenguber, Staff Representative

4-25-11
Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11
Date

**ADDENDUM B
ADDENDUM A
EXHIBIT A**

**GROUND RULES FOR KING COUNTY
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engaged in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~Application Worker Social Services Specialist~~and any other classification that the parties may agree to include during the course of negotiations.

ADDENDUM B
ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

D. **Location.** Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

ADDENDUM B
ADDENDUM A

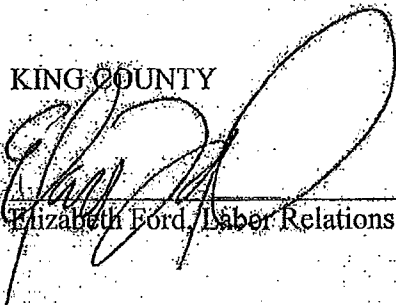
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

**ADDENDUM B
ADDENDUM A**

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY



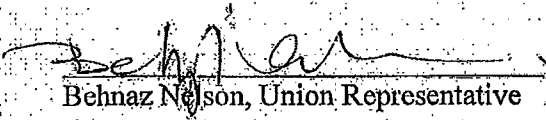
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



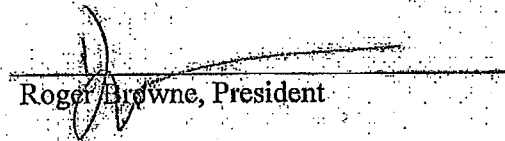
Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17



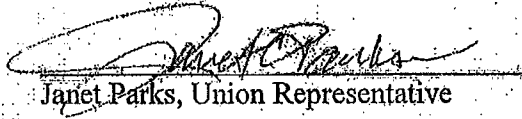
Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION



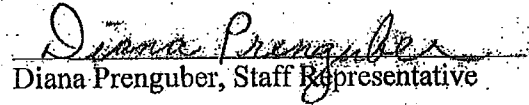
Roger Browne, President

IFPTE, LOCAL 17



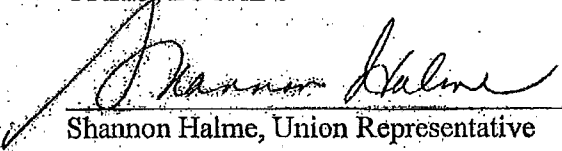
Janet Parks, Union Representative

WSCCCE, Council 2



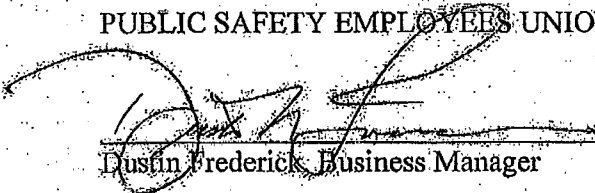
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager

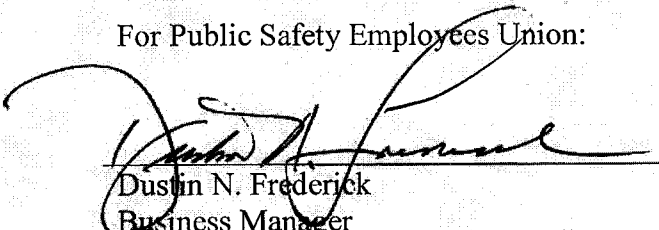
ADDENDUM C

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PUBLIC SAFETY EMPLOYEES UNION
REPRESENTING LEGAL ADMINISTRATIVE SPECIALISTS**

Subject: Out-of-Class Status for Employees Performing Court Clerk Qualified Work

The parties agree that when employees are assigned by supervisory staff to perform court clerk qualified work for thirty (30) minutes or longer, said employees will be considered to be working out of class and will be paid pursuant to Article 12 (B) of the collective bargaining agreement.

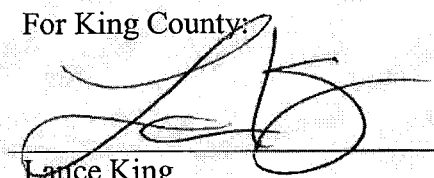
For Public Safety Employees Union:



Dustin N. Frederick
Business Manager

9/28/12
Date

For King County:



Lance King
Labor Negotiator II
Office of Labor Relations

10/3/12
Date