

AGREEMENT BETWEEN
PUBLIC SAFETY EMPLOYEES UNION
DEPARTMENT OF ADULT AND JUVENILE DETENTION
AND
KING COUNTY

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ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. Exclusive Recognition. The King County Council recognizes the signatory organization as representing those employees in the Department of Adult and Juvenile Detention whose job classifications are listed in the attached Addendum "A" and made a part hereof by this reference. Provisional employees are not covered by the terms of this Agreement.

Section 2. Unit Membership. It shall be a condition of employment that all regular employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law. Timely payment of dues and initiation fees shall constitute being a member in good standing.

It shall also be a condition of employment that regular employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law.

Provided, that employees with a bona fide religious objection to union membership and/or association based on the bona fide tenets or teachings of a church or religious body of which said employees are a member may assert the right of non-association in accordance with Chapter 391-95 et seq. of the Washington Administrative Code. Such employees may make alternative payments to a mutually agreed upon non-religious charity.

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

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

Section 4. Employment Lists. The County will transmit to the Union a current listing of all

1 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice
2 per calendar year. Such list shall include the name of the employee, classification, department, and
3 salary.

4 **ARTICLE 3: MANAGEMENT RIGHTS**

5 It is recognized that the Employer retains the right to manage the affairs of the County and to
6 direct the work force. Except by the express terms of this Agreement, such functions of the
7 Employer include, but are not limited to:

8 a) determine the mission, budget, organization, number of employees, and internal security
9 practices of the Department;

10 b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and
11 determine the time and methods of such action;

12 c) discipline, suspend, demote, or dismiss employees for just cause except that when a
13 transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause
14 provisions of Article 13;

15 d) assign and direct the work force;

16 e) develop and modify class specifications and allocate positions to those classifications;

17 f) determine the method, materials, and tools to accomplish the work;

18 g) designate duty stations and work sites, and assign employees to those duty stations and
19 work sites;

20 h) reduce the work force;

21 i) establish reasonable work rules;

22 j) assign the hours of work and assign employees to shifts and days off and;

23 k) take whatever actions may be necessary to carry out the Department's mission in case of
24 emergency.

25 In prescribing policies and procedures relating to personnel and practices, and to the
26 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
27 as appropriate.

28 All of the functions, rights, powers, and authority of the Employer not specifically abridged,

1 deleted, or modified by this Agreement are recognized by the Union as being retained by the
2 Employer.

3 **ARTICLE 4: UNION REPRESENTATION**

4 **Section 1.** Appointment to Union Position. An employee desiring election or appointment to
5 an office in the Union which requires a part or all of his/her time may request a leave of absence of
6 up to one (1) year without pay. The request shall normally be approved unless the leave would cause
7 a significant hardship to the department or unduly interfere with its ability to carry out its mission.

8 **Section 2.** Negotiations/Business Leave Bank. No more than one (1) employee who is
9 elected/appointed to serve on the Union negotiating committee will be allowed to negotiate future
10 contracts on County time.

11 **Section 3.** Union Representatives. The Department shall afford Union representatives a
12 reasonable amount of time while on-duty to consult with appropriate management officials and/or
13 aggrieved employees, provided that the Union representatives and/or aggrieved employees contact
14 their immediate supervisors, indicate the general nature of the business to be conducted, and request
15 necessary time without undue interference with assignment duties. The Department shall have the
16 option of requiring time spent on such activities to be recorded by the Union representatives on a time
17 sheet provided by the supervisor. Union representatives shall guard against use of excessive time in
18 handling such responsibilities.

1 **ARTICLE 5: HOLIDAYS**

2 **Section 1.** Observed Holidays. The Parties shall continue to observe the following paid
3 holidays:

4 New Year's Day	(January 1)
5 Martin Luther King Jr. Day	(day of observance)
6 President's Day	(day of observance)
7 Memorial Day	(day of observance)
8 Independence Day	(July 4)
9 Labor Day	(day of observance)
10 Veteran's Day	(day of observance)
11 Thanksgiving Day	(day of observance)
12 The Friday following Thanksgiving Day	
Christmas Day	(December 25)

13 Holidays shall be observed in accordance with RCW 1.16.050, as amended.

14 **Section 2.** Holiday Pay. All employees shall take holidays on the day of observance (as
15 identified above) unless their work schedule requires otherwise for continuity of services, in which
16 event, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time
17 regular rate or eight (8) hours of leave to be added to their accrued vacation, at the employee's
18 option.

19 Employees will have two weeks from the date of the holiday to indicate their preference for
20 pay or leave accrual. In the event the employee does not indicate a preference, the time shall be
21 credited as eight (8) hours of leave added to their accrued vacation. All leave accrued under this
22 section will be administered through the vacation plan (including maximum accruals provided in
23 Article 6, Section 1.2).

24 Overtime eligible employees who work a shift which begins on a holiday, shall be paid for
25 that shift at one and one-half (1-1/2) times their regular rate of pay in addition to regular holiday pay
26 as outlined above.

27 Each employee shall receive two (2) additional personal holidays to be administered through
28 the vacation plan. One day shall be added to accrued vacation in the pay period that includes the first

1 of October and in the pay period that includes the first of November of each year. These days can be
 2 used in the same manner as any vacation day earned.

3 **ARTICLE 6: VACATION**

4 **Section 1.** Accrual Rates. Regular, full-time employees working forty (40) hours per week,
 5 shall receive vacation benefits as indicated in the following table:

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

24 **Section 1.1.** Part-time employees shall accrue vacation leave in accordance with the vacation
 25 leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally
 26 scheduled work week;

27 **Section 1.2.** Full-time regular employees may accrue up to 480 hours vacation leave. Part-
 28 time regular employees may accrue vacation up to 480 hours prorated to reflect their normally

1 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount
2 prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual
3 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
4 Director of the Department of Adult and Juvenile Detention has approved a carryover of such
5 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the
6 best interests of the Employer.

7 **Section 2.** An employee shall not be granted vacation benefits if not previously accrued.
8 Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall
9 not be eligible to take or be paid for vacation leave until they have successfully completed their first
10 six months of county service, and if they leave county employment prior to successfully completing
11 their first six months of county service, shall forfeit and not be paid for accrued vacation leave. This
12 Section does not apply to employees who use accrued vacation for a qualifying event under the
13 Washington Family Care Act.

14 **Section 3.** County Employment While on Vacation. No person shall be permitted to work
15 for compensation for the County in any capacity during the time when vacation benefits are being
16 drawn.

17 **Section 4.** Incremental Usage. Vacation may be used by overtime eligible employees in one
18 half hour increments at the discretion of the department director or his appointed designee. Vacation
19 shall be used by FLSA (Fair Labor Standards Act) exempt employees in full day increments at the
20 discretion of the department director or his appointed designee.

21 **Section 5.** Upon Termination. Upon termination for any reason, the employee will be paid
22 for unused vacation credits.

23 **Section 6.** Upon Death. In cases of separation by death, payment of unused vacation benefits
24 shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title II.

25 **Section 7.** Vacation Leave Transfers. Employees shall be allowed to transfer vacation leave
26 in accordance with the provisions set forth in the King County Code.

27 **Section 8.** Vacation Preference. When two bargaining unit members, in the same or different
28 classifications, have requested vacation during the same period; and operational needs require that

1 only one bargaining unit member can be off at one time, the bargaining unit member with the most
 2 bargaining unit seniority will be given preference: provided; the vacation request by the senior
 3 bargaining unit member has been submitted at least six (6) months prior to the requested vacation
 4 dates. If the request has been submitted less than six (6) months in advance it will be approved on a
 5 first come, first served basis.

6 **ARTICLE 7: SICK LEAVE**

7 **Section 1. Accrual Rate.** Every employee in a regular full-time or regular part-time position
 8 shall accrue sick leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive
 9 of overtime up to a maximum of eight hours per month. The employee is not entitled to sick leave if
 10 not previously earned.

11 **Section 2. Eligible Absences.** Sick leave shall be paid on account of the employee's illness
 12 as follows:

- 13 a) Employee illness;
 14 b) Noncompensable injury of an employee (e.g., those injuries generally not eligible
 15 for worker's compensation payments);
 16 c) Employee exposure to contagious diseases and resulting quarantine;
 17 d) Employee disability due to pregnancy or childbirth;
 18 e) Employee medical, dental, or optical appointments.
 19 f) As otherwise provided for by federal and state law, including the Washington
 20 Family Care Act.

21 **Section 3. Vacation Sick Leave.** After six months of full-time service, a regular employee
 22 may, at management's discretion, be permitted to use up to one-half of his/her accruing vacation (5
 23 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12)
 24 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.
 25 This Section does not apply to employees using accrued vacation leave for a qualifying event under
 26 the Washington Family Care Act.

27 **Section 4. Incremental Usage.** Sick leave may be used by overtime eligible employees in
 28 one-half (1/2) hour increments at the discretion of management. Vacation shall be used by FLSA

1 (Fair Labor Standards Act) exempt employees in full day increments at the discretion of the
2 department director or his appointed designee.

3 **Section 5. Maximum Accrual.** There shall be no limit to the hours of sick leave accrued by
4 an employee.

5 **Section 6. Upon Separation.** Separation from King County employment, except by
6 retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave
7 currently accrued to the employee. Should the employee resign in good standing and return to the
8 County within two years, accrued sick leave shall be restored.

9 **Section 7. Cash Out.** King County will reimburse those employees who have at least five (5)
10 years service and retire as a result of length of service or who terminate by death, thirty-five percent
11 (35%) of their unused, accumulated sick leave. All payments shall be made in cash, less any
12 mandatory withholdings, based on the employee's base rate. This cash out is subject to the adoption
13 of a Voluntary Employee Beneficiary Association (VEBA) by members of this bargaining unit.

14 **Section 8. Worker's Compensation.** Employees injured on the job cannot simultaneously
15 collect sick leave and worker's compensation payments greater than the regular pay of the employee.

16 **Section 9.** Employees shall be entitled to family medical leave, as provided by the federal
17 Family Medical Leave Act, the King County Family Medical Leave ordinance and any Washington
18 state laws that provide for family medical leave. These laws and ordinances shall control in the event
19 of a conflict with this Agreement.

20 **Section 10. Sick Leave Incentive.** In January of each calendar year, employee sick leave
21 usage will be reviewed. Regular full-time employees who have used two (2) days or less of sick
22 leave during the preceding calendar year shall be rewarded by having two (2) additional days credited
23 to their vacation account. Regular, full-time employees who have used more than two (2) but less
24 than four (4) days of sick leave during the proceeding year shall be rewarded by having one (1)
25 additional day credited to their vacation account. For purposes of this article, "days" shall consist of
26 8 hours each.

ARTICLE 8: WAGE RATES

Section 1. Rates of Pay: Wage rates for 2015 shall be as listed in Addendum A. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

Section 2. Total Compensation Agreement. Upon full ratification of the Memorandum of Agreement titled: 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 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Appendix A.

Section 3. Work in Higher Classification . Whenever an employee is assigned, in writing, by the Department Director or designee, to perform the duties of a higher classification, that employee shall be paid at the first step of the higher class or the next higher step as would constitute the step closest to a five (5) percent increase over the salary received prior to the assignment, for all time spent while so assigned. Such payment shall commence with the first day in the assignment.

ARTICLE 9: OVERTIME AND CALLBACK

Section 1. Overtime.

a. The regular schedule of work shall be forty (40) hours in a week or eight (8) hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily shift. No overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

b. The employee will be allowed to elect to receive either compensatory time or to be paid at the appropriate rate of pay. Employees may accrue up to 80 hours of compensatory time. Employees may continue to accrue additional compensatory time beyond the 80 hours specified herein if, as a result of cyclical workloads or work assignments that the taking of compensatory time would result in an undue hardship for the Employer, the employee is unable to take accrued compensatory time. Employees must obtain a waiver from the Director of the Department of Adult and Juvenile Detention to be able to accrue compensatory time beyond the 80 hour limit. If a waiver

1 is denied, the use of accrued compensatory time shall be granted.

2 c. If an emergency necessitates a bargaining unit member to receive telephone calls at
3 home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls
4 shall be paid either straight time or overtime, as required by the provisions of this agreement.

5 **Section 2. Callback.** All bargaining unit members who are called back to work after
6 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.
7 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked
8 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be
9 called out more than once in a twenty-four (24) hour period.

10 **Section 3. Court Appearances.** Bargaining unit members who are required to “stand by” for
11 court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time
12 hourly rate for all hours they are on standby status on their regularly scheduled day off. Once
13 notified that the employee must report to court, the standby pay shall cease and the provisions as
14 outlined in Section 2 above shall apply. If the employee is not required to appear in court, a
15 minimum of four (4) hours shall be paid at the standby rate.

16 **ARTICLE 10: HOURS OF WORK**

17 **Section 1. Hours of Work.** The regular schedule of work of bargaining unit members shall
18 be forty (40) hours per week.

19 **Section 2. Assignment of Work Schedules.** The establishment of reasonable work schedules
20 and starting times is vested solely within the purview of department management and may be
21 changed from time to time provided a two (2) week notice of change is given, except in those
22 circumstances over which the Department cannot exercise control. PROVIDED: the required two
23 (2) week notification period shall not commence until the employee has received the verbal or written
24 notification of the proposed change. In the exercise of this prerogative, department management will
25 act reasonably and will establish schedules to meet the dictates of the work load, however, nothing
26 contained herein will permit split shifts. Employees schedules will allow for a minimum of two (2)
27 consecutive days off.

28 **Section 3. Alternative Work Schedules.** With management approval, work schedules may be

1 altered upon written request of the employee. If such written request is denied by management, the
2 employee may request to meet with management to discuss the reasons for the denial. Management's
3 decision to deny a change in work schedule shall not be grievable under the grievance procedure set
4 forth in this Agreement.

5 **Section 4. Job-Sharing.** If two bargaining unit employees in the same job classification wish
6 to share one full-time position, they shall submit such a request to the Facility Commander, who shall
7 transmit the request to the Department Director. The Department Director shall have sixty (60) days
8 from the date she/he receives the request to review the request and either approve or deny the request
9 for job-sharing. Employees who share one full-time position shall receive pro-rata, on the basis of
10 hours worked, benefits, except medical, dental, and insurance benefits shall be granted on the same
11 basis as other half-time County employees. In the event that one of the job-sharing employees
12 terminates his/her employment (either voluntarily or involuntarily), the job-sharing arrangement shall
13 cease, and the remaining employee reverts to full-time. The provisions of the Article 10, Section 4
14 shall be exempt from the grievance procedure set forth in Article 13.

15 **Section 5. Corrections Program Administrators and Correction Program Supervisors.** The
16 work day of the Corrections Program Administrators and Correction Program Supervisors shall
17 include a one-half (1/2) hour paid lunch. During this paid lunch the Corrections Program
18 Administrators and Correction Program Supervisors shall be available for work.

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

20 King County presently participates in group medical, dental, and life insurance programs.
21 The County agrees to maintain the level of benefits in these plans during the term of this Agreement,
22 provided that the Union and the County agree to incorporate changes to employee insurance benefits
23 which the County may implement as a result of the agreement of the Joint Labor-Management
24 Insurance Committee.

25 The County will continue to allow retired employees to purchase medical coverage at their
26 own expense, up to age 65, at the County set-aside rate.

27 **ARTICLE 12: MISCELLANEOUS**

28 **Section 1. Mileage Reimbursement.** All employees who have been authorized by

1 management to use their own transportation on County business shall be reimbursed at the rate
2 approved by ordinance by the King County Council.

3 **Section 2.** Employee Personnel Files. Any/all employee files, except the “background” file,
4 shall be available for review upon request during normal business hours. No information will be
5 placed in these files without the employee’s prior knowledge.

6 **Section 3.** Jury Duty. An employee required by law to serve on jury duty shall continue to
7 receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be
8 assigned to the day shift for the period of time necessary for such assignment duty. The fees,
9 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

10 When an employee is notified to serve on jury duty, he/she will inform his/her immediate
11 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of
12 absence from regular duties. The supervisor will ensure that the employee is relieved of regular
13 duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

14 When the employee is dismissed from jury duty, the employee is required to contact his/her
15 supervisor immediately. The supervisor will instruct the employee when to report to work,
16 PROVIDED: there must be a minimum of twelve (12) hours between the time the employee is
17 dismissed from his/her total required assignment to jury duty and the time he/she must report for
18 regular duties. In the event of a break during jury service of one day or more, employees shall return
19 to work during those full day breaks.

20 **Section 4.** Bulletin Boards. The employer agrees to permit the Union to post on County
21 bulletin boards, the announcement of meetings, election of officers, and any other Union material
22 which is not prohibited by state law or County ordinance.

23 **Section 5.** Beepers. Bargaining unit employees who are assigned beepers will be required to
24 wear such beepers only during their scheduled work hours. They will not be required to carry
25 beepers during non-working hours. Further, employees shall maintain the beepers in operational
26 condition.

27 **Section 6.** Travel Between Facilities. Any employee stationed at one jail facility and having
28 to travel to another jail facility during their work shift will be provided a County car for the trip,

1 access to an employees' transfer bus, or will be paid at the King County mileage rate then in effect.

2 The method of transportation used by the employee will be at the option of the Employer.

3 **Section 7.** If changes are made to King County parking procedures as they affect employees
4 at any King County Jail Facility where bargaining unit members primarily work, the Union may
5 request to negotiate any mandatory subject of negotiations regarding such changes per R.C.W. 41.56.

6 **Section 8.** Employees who translate a language in the work place identified by management
7 as a language for which translation activity is necessary shall be paid five hundred dollars (\$500) per
8 year. The stipend shall be paid to eligible employees on a pro-rated and per pay period basis.

9 Eligible employees shall be required to pass a language proficiency test administered by the County.

10 The employer retains the discretion to determine the number of employees that may qualify for the
11 premium.

12 **Section 9. Bargaining Unit Vacancies.** Prior to filling a vacancy in a bargaining unit
13 position, employees in the same classification as the vacancy will be given an opportunity to submit
14 transfer requests for the vacant position. Selection of the successful applicant will include seniority
15 in classification as a factor in consideration. Employees who have successfully transferred shall be
16 prohibited from future transfers for a two (2) year period.

17 If no bargaining unit member submits a transfer request for a vacant position, applications
18 may be solicited from non-bargaining unit members at the discretion of management. Nothing in this
19 section shall modify management's right to make changes in assignment to address departmental
20 operating need.

21 **ARTICLE 13: GRIEVANCE PROCEDURE**

22 **Section 1.** Intent. The Employer and the Union commit to addressing and resolving issues in
23 a fair and responsible manner and at the lowest level possible. Employees are encouraged to address
24 disagreements early and may do so without restraint.

25 **Section 2.** Definition. A grievance shall be defined as an alleged violation of any of the
26 express terms of this contract to include wages, hours, and working conditions as specifically
27 provided herein.

28 **Section 3.** Procedure.

1 **Step 1 - Supervisor.** A grievance will be addressed verbally between a Supervisor and
2 the Administrator (his/her own immediate supervisor) within ten (10) workdays of the event or
3 circumstance giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the
4 issue will be referred in a jointly written statement by both parties to the Associate Director. The
5 Associate Department Director will have ten (10) working days to review the statement and to
6 resolve the issue. If not satisfactorily resolved within ten (10) working days, the issue will be
7 referred in a jointly written statement by both parties to the Department Director.

8 Administrator. A grievance will be addressed verbally between the
9 Administrator and the Facility Commander within ten (10) working days of the event or circumstance
10 giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the issue will be
11 referred in a jointly written statement by both parties to the Department Director.

12 **Step 2 - Department Director.** The Department Director will have fifteen (15)
13 workdays to review the statement(s) and to resolve the grievance. If the resolution recommended by
14 the Department Director is not acceptable, either party may refer the grievance to Step 3.

15 **Step 3 - Failing to settle the grievance in accordance with Step 2,** the grievance shall
16 be submitted in writing to the Director of the Office of Labor Relations (Director of OLR) or
17 designee within fifteen (15) workdays from the date the Step 2 response was received or due,
18 whichever comes first. The Director of OLR or designee shall schedule a hearing within fifteen (15)
19 workdays from the date of receipt of the written Step 3 grievance. The Director of OLR or designee
20 shall render a decision within ten (10) calendar days of the hearing.

21 **Step 4 - Arbitration.** Should the Director of OLR or designee not resolve the
22 grievance to the satisfaction of the Union, the Union may request arbitration within thirty (30)
23 calendar days of the date the Step 3 response was due. The request must specify:

- 24 a. Article or Articles the County has allegedly violated;
- 25 b. details or nature of the violation;
- 26 c. position of party who is referring the grievance to arbitration;
- 27 d. questions which the arbitrator is being asked to decide; i.e., issues
- 28 statement; and;

1 e. remedy sought.

2 **Section 4.** Selection of Arbitrator. Should arbitration be chosen, the arbitrator shall be
3 selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel
4 of eleven arbitrators furnished by P.E.R.C. or F.M.C.S. The arbitrator shall be selected from the list
5 by both the employer and the Union alternately striking a name from the list until only one name
6 remains. It shall be the responsibility of the party requesting arbitration to contact the appropriate
7 entity for a list. The arbitrator shall be asked to render a decision promptly and the decision of the
8 arbitrator shall be final and binding on both parties.

9 **Section 5.** Authority of the Arbitrator. In connection with any arbitration proceeding held
10 pursuant to this Agreement, the following is understood:

11 a. The arbitrator shall have no power to render a decision that will add to, subtract
12 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
13 interpretation or application of the expressed terms of this Agreement. All other matters shall be
14 excluded from arbitration.

15 b. No matter may be arbitrated which the employer, by law, has no authority over, has
16 no authority to change, or has been delegated to any civil service commission or personnel board, as
17 defined in the Revised Code of Washington, Chapter 41.56.

18 c. The parties agree that the decision or award of the arbitrator shall be final and
19 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of
20 work, or lockout during such conferences or arbitration.

21 d. Each party shall bear one half (1/2) of the arbitrators' fee and expenses.

22 e. Each party shall bear the cost of its own legal representation regardless of the
23 outcome of the arbitration.

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

28 **Section 7.** Procedure for Waiving. Time restrictions and/or grievance steps may be waived

1 by written mutual consent of both parties, provided that new time limits be established by the written
2 document.

3 **Section 8.** Just Cause Standard. No non-probationary employee may be discharged,
4 suspended without pay or disciplined in any way except for just cause. In addition, the County will
5 employ the concept of progressive discipline.

6 **Section 9.** Probationary Period. All newly hired and promoted employees must serve a
7 probationary period as defined in the King County Code. The probationary period is an extension of
8 the hiring process, therefore, the provisions of this Article will not apply to employees if they are
9 discharged during their initial probationary period or are demoted during the promotional
10 probationary period for not meeting the requirements of the classification. Grievances brought by
11 probationary employees involving issues other than discharge or demotion may be processed in
12 accordance with this Article.

13 **Section 10.** Parties to the Agreement. In as much as this is an agreement between the County
14 and the Union, no individual may, without Union concurrence, make use of the provisions of this
15 Article.

16 **ARTICLE 14: EDUCATION AND TRAINING PROGRAM**

17 **Section 1.** General. The parties acknowledge that the training and development of
18 employees is a matter of primary importance.

19 **Section 2.** Training Opportunities. Notice of special schools and general training
20 opportunities will be posted and all interested personnel will be allowed to apply for these
21 opportunities prior to any final selection. In addition, the department will continue its practice of
22 sending notices of specialized training opportunities to applicable personnel.

23 Employees shall be eligible to be paid their regular wages while attending approved and job-
24 related in-service, meetings, educational workshops and/or seminars plus travel expenses in
25 accordance with the County travel reimbursement policies.

26 **Section 3.** Education Incentive. The parties endorse the value of training for employees. In
27 order to encourage such accomplishments, the Employer may reimburse employees for certain
28 education and training expenses. In addition, the Employer will continue its current practice of

1 providing paid leave for the required attendance at training sessions and seminars.

2 **ARTICLE 15: SAVINGS CLAUSE**

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

9 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

10 **Section 1.** No Work Stoppage. Nothing in this Agreement shall be construed to give an
11 employee the right to strike, and no employee shall strike or refuse to performed assigned duties to
12 the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown,
13 mass sick call, or refusal to perform any customarily assigned duties, or any other form of work
14 stoppage or interference with the normal operation of the jail.

15 **Section 2.** Union Responsibility. Upon notification in writing by the County to the Public
16 Safety Employees Union DAJD Management Bargaining Unit that any of its members are engaged in
17 a work stoppage, the Union shall immediately, in writing, order such employee to immediately cease
18 engaging in such work stoppage and provide the County with a copy of such order. In addition, if
19 requested by the County, a responsible official of the Union shall publicly order such employees to
20 cease engaging in such a work stoppage.

21 **Section 3.** The Employer agrees that there shall be no lock-out during the term of this
22 Agreement.

23 **ARTICLE 17: REDUCTION-IN-FORCE**

24 **Section 1.** Order of Layoff. Employees laid off as a result of a reduction in force shall be
25 laid off according to seniority within the classification; the least time within the classification being
26 the first to go. In the event there are two or more employees eligible for layoff within the Department
27 with the same length of time in a classification, then the time in the Department will determine the
28 order of layoff with the least senior being the first to go. Provided: no regular or probationary

1 employee shall be laid off while there are temporary extra-help employees serving in the
2 classification covered under this Agreement from which layoffs are to occur.

3 **Section 2.** Reversion to Previously Held Positions. In lieu of lay-off, a Corrections Program
4 Administrator who has been promoted from a Corrections Program Supervisor within the Department
5 of Adult and Juvenile Detention shall be allowed to bump the least senior Corrections Program
6 Supervisor. Provided: the employee exercising his/her right to bump has more seniority in the
7 classifications of Corrections Program Supervisor and Corrections Program Administrator combined
8 than the employee being bumped.

9 **Section 3.** Seniority of Corrections Program Administrators. Employees in the Corrections
10 Program Supervisor classification who are promoted to the Corrections Program Administrator
11 classification will continue to accrue seniority in the Corrections Program Supervisor classification
12 while serving in the Corrections Program Administrator classification. Such employees will accrue
13 seniority in each classification simultaneously. This provision shall apply to current Corrections
14 Program Administrators who previously served as Corrections Program Supervisors, retroactively to
15 the date of their promotion to Corrections Program Administrator.

16 **Section 4.** Reassignment by Director of HRD. In lieu of layoff, or if an employee eligible to
17 revert to a previously-held position pursuant to this Article elects not to revert, the Director of HRD
18 may reassign such employee to a comparable, vacant position, when the Director of HRD determines
19 such reassignment to be in the best interest of the County.

20 **Section 5.** Recall from Layoff. The names of laid off employees will be placed on a re-
21 employment list in reverse order of the actual layoff. Such list shall remain in effect for a period of
22 two years or until all laid off employees are rehired with the County, whichever comes first.

23 **Section 6.** Meet and Confer on Reductions-In-Force. Whenever feasible, at least thirty days
24 prior to any proposed reduction in force of any bargaining unit position, the Employer will meet with
25 the Union. The purpose of the meeting will be to explore options to the reduction in force that may
26 be achieved through job sharing, leaves of absence, other DAJD assignments, or such other options
27 that the Employer and the Union may propose.

1 **ARTICLE 18: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated, shall cover the period
3 from January 1, 2015 and shall become effective upon full and final ratification and approval by all
4 formal requisite means by the Metropolitan King County Council and the King County Executive and
5 shall continue in full force and effect through December 31, 2016.

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APPROVED this 12th day of February, ²⁰¹⁶~~2015~~.

By: *Shonda G. Berry*
for King County Executive

SIGNATORY ORGANIZATION:

David N. Smith 12/22/15
Public Safety Employees Union
Department of Adult & Juvenile Detention Management

**Addendum A
Public Safety Employees Union
Department of Adult and Juvenile Detention Management
January 1, 2015**

Job Class Code	Peoplesoft Job Code	Classification Title	Range
2810300	281419	Administrator III	63
5223100	520402	Corrections Program Administrator	68
5222100	520302	Corrections Program Supervisor	63
2252400	226804	Occupational Education and Training Program Administrator - Senior	63
2441300	243323	Project/Program Manager III (Inmate Welfare Fund)	63
2242200	225205	Records and Information Systems Manager	61
2244200	225502	Records Center Supervisor	50
8700100	871102	Supervisor I	58
8700200	871202	Supervisor II	64
8700300	871303	Supervisor III	68

For rates, please refer to the King County Squared Salary Table

APPENDIX A**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.

APPENDIX A

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

APPENDIX A

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.

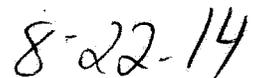
It is further agreed that:

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

APPENDIX A

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

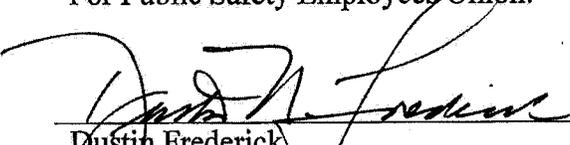
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

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

**APPENDIX A
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.

APPENDIX A 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.

APPENDIX A ADDENDUM A

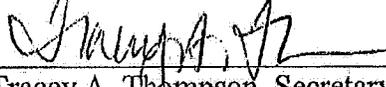
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

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

**APPENDIX A
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:

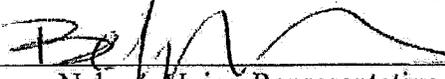


Amanda Saylor, Union Representative

4/25/11

Date

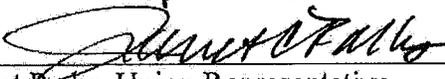
For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

4/26/11

Date

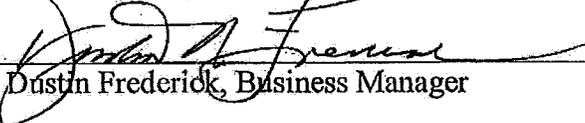


Janet Parks, Union Representative

4/25/11

Date

For Public Safety Employees Union:

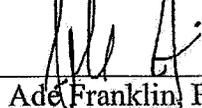


Dustin Frederick, Business Manager

4/25/11

Date

For Technical Employees Association:

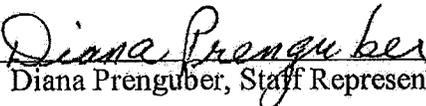


Ade Franklin, President

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

**APPENDIX A
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 engage 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.

APPENDIX A 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.

**APPENDIX A
ADDENDUM A**

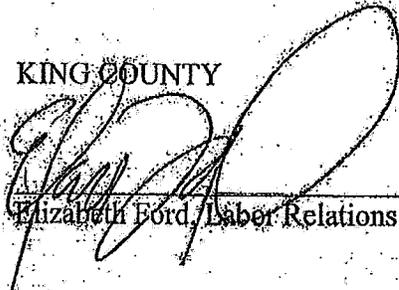
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations 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.

APPENDIX A
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



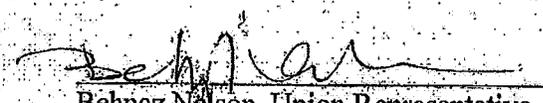
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



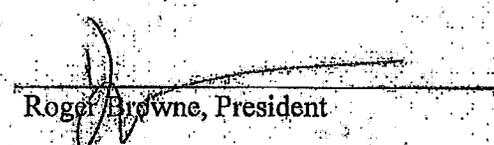
Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION



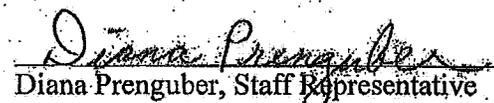
Roger Browne, President

IFPTE, LOCAL 17



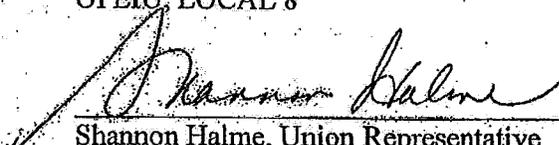
Janet Parks, Union Representative

WSCCCE, Council 2



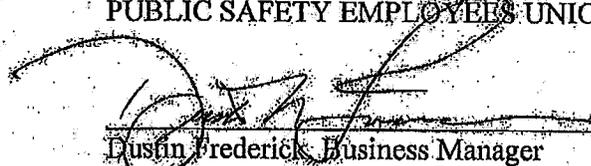
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager