

AGREEMENT

BY AND BETWEEN

PUBLIC SAFETY EMPLOYEES UNION

KING COUNTY CIVIC TELEVISION (CTV)

AND

KING COUNTY

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1 consecutive) calendar day following such employment, become and remain members in good
2 standing in the Union, or pay an agency fee to the Union for their representation to the extent
3 permitted by law. Employees who hold genuine religious beliefs or tenets which object to
4 membership in the Union, as provided by state and federal law, shall not be required to tender those
5 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an
6 amount of money equivalent to regular Union dues and initiation fee to a non-religious charity
7 mutually agreed upon between the public employee and the Union. The employee shall furnish
8 written proof that payment to the agreed upon non-religious charity has been made. If the employee
9 and the Union cannot agree on the non-religious charity, the Public Employment Relations
10 Commission shall designate the charitable organization. It shall be the obligation of the employee
11 requesting or claiming the religious exemption to notify the Union that he/she is eligible for such
12 exemption.

13 All initiation fees and dues paid either to the Union or charity shall be for non-political
14 purposes.

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

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

23 **Section 4. Union Membership - Informational Form:** The County will require all new
24 employees, hired in a position included in the bargaining unit to sign a form, which will inform them
25 of the Union's exclusive recognition.

26 **Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current listing
27 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed
28 twice per calendar year. Such list shall include the name of the employee, classification, department

1 and salary.

2 **ARTICLE 3: MANAGEMENT RIGHTS**

3 **Section 1.** The management and the direction of the work force is vested exclusively in the
4 County subject to the terms of this Agreement. All matters not specifically and expressly covered or
5 treated by the language of this Agreement may be administered for its duration by the County in
6 accordance with such policy or procedure as from time to time may be determined by the County.

7 Such functions of the Employer include, but are not limited to:

8 **A.** recruit, examine, select, promote, transfer and train Employees of its choosing, and
9 to determine the times and methods and means of such actions;

10 **B.** assign and direct the work; assign overtime, develop and modify class
11 specifications, allocate positions to classifications; determine the methods, materials and tools to
12 accomplish the work; designate duty stations and assign Employees to those duty stations;

13 **C.** reduce the work force due to lack of work, funding or other causes consistent with
14 efficient management and procedures;

15 **D.** discipline, suspend, demote, or dismiss probationary employees at will.

16 Discipline, suspend, demote, or dismiss non-probationary employees in accordance with Article 12 of
17 this Agreement; and

18 **E.** establish reasonable work rules; assign the hours of work and assign Employees to
19 shifts and days off.

20 **Section 2.** The County will not aid, promote, or finance any Labor group or organization
21 purporting to engage in collective bargaining or make any agreement with any such group or
22 organization which would violate any rights of the Union under this contract.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** All employees shall be granted the following holidays with pay:

| | | |
|----|------------------------------------|-----------------------------|
| 3 | New Year's Day | January 1st |
| 4 | Martin Luther King, Jr.'s Birthday | Third Monday in January |
| 5 | Presidents' Day | Third Monday in February |
| 6 | Memorial Day | Last Monday in May |
| 7 | Independence Day | July 4th |
| 8 | Labor Day | First Monday in September |
| 9 | Veteran's Day | November 11th |
| 10 | Thanksgiving Day | Fourth Thursday in November |
| 11 | Day after Thanksgiving | |
| 12 | Christmas Day | December 25th |
| 13 | | |
| 14 | | |

15 and any designated by public proclamation of the chief executive of the state as a legal holiday.

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

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

20 An employee must be eligible for leave benefits and in a pay status on the day prior to and the
21 day following a holiday to be eligible for holiday pay; provided, however, that an employee who has
22 successfully completed at least five (5) years of County service and who retires at the end of a month
23 in which the last regularly scheduled working day is observed as a holiday, shall be eligible for
24 holiday pay if the employee is in a pay status the day before the day observed as a holiday.

25 Holiday pay for part-time regular employees will be prorated in accordance with the number
26 of hours regularly worked by the employee.

27 Work performed on holidays by hourly employees shall be paid at one and one-half (1-1/2)
28 times the regular rate in addition to the regular holiday pay.

1 All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

2 **Section 2. *Floating Holiday:*** Each full-time employee shall receive two (2) additional
3 personal holidays to be administered through the vacation plan. One (1) day shall be granted on the
4 first (1st) of October and one (1) day on the first (1st) of November of each year. These days can be
5 used in the same manner as any vacation day earned. Floating Holidays for part-time regular
6 employees will be prorated in accordance with the number of hours regularly worked by the
7 employee.

8 **ARTICLE 5: VACATIONS**

9 **Section 1.** All regular full-time and part time employees shall accrue vacation benefits
10 according to the following table:

| Length of Service | Annual Leave in Days Accrued per Year of Service |
|---|---|
| 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 |

27
28 **Section 2.** Employees who are eligible for vacation leave will accrue vacation leave from

1 their date of hire.

2 **Section 3.** Employees who are eligible for leave benefits may accrue up to sixty (60) days
3 (420 hours) of vacation leave. The calculation of sixty (60) days (420 hours) is pro-rated for part-
4 time regular employees. If an employee's vacation leave balance exceeds sixty (60) days (420 hours)
5 on December 31 of each year, then the balance will be reduced to sixty (60) days (420 hours) and the
6 employee will forfeit any vacation that exceeds sixty (60) days (420 hours). However, the
7 employee's appointing authority may approve a carryover of excess vacation leave for reasons such as
8 cyclical work loads or work assignments. The employee must submit a request for excess vacation
9 carryover to the employee's appointing authority before November 30th of each year. An approved
10 request will be processed by the employee's department.

11 **Section 4.** Vacation benefits for regular part-time employees will be established based upon
12 the ratio of hours actually worked (less overtime) to a standard work year.

13 **Section 5.** The Station Manager or designee shall be responsible for scheduling the vacations
14 of his/her employees in such a manner as to achieve the most efficient functioning of King County
15 Civic Television. No person shall be permitted to work for compensation for the County in any
16 capacity during the time of his/her paid vacation from County service.

17 **Section 6.** Any person who is eligible to take accrued vacation leave and separates from
18 County service and who has not taken his or her earned vacation, shall receive the hourly equivalent
19 of salary for each hour of earned vacation, up to the maximum accrual amount of sixty (60) days (420
20 hours), based on the pay rate in effect for such person on the last day actually worked. When
21 separation is caused by death of an employee, payment shall be made to the estate of such employee,
22 or in applicable cases, as provided by State law.

23 **ARTICLE 6: SICK LEAVE**

24 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a
25 monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or compensatory time
26 up to a maximum of seven (7) hours per month. The employee is not entitled to sick leave if not
27 previously earned.

28 There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

1 **Section 2.**

2 A. Sick leave for hourly employees may be applied to absence caused by illness or
3 injury of an employee. Sick leave may be used for medical, dental or eye appointments when absence
4 during work hours for this purpose is authorized by the Station Manager or designee.

5 B. For salaried employees, sick leave will be used in full day increments. Illness of
6 less than one day and medical, dental or eye appointments requiring less than a full day will not be
7 charged against sick leave.

8 C. The Council Administrator shall be responsible for administering the sick leave
9 benefit. The employee may be required to furnish a certificate issued by a licensed health physician
10 or other satisfactory health professional as evidence of illness to the appointing authority.

11 **Section 3.**

12 A. For purposes of this Article, immediate family means: grandparent, grandchild,
13 parent, spouse, domestic partner, child, stepchild, son-in-law, daughter-in-law, and siblings of the
14 employee, spouse, or the employee's domestic partner, and any persons for whose financial or
15 physical care the employee is principally responsible.

16 B. Sick leave may be used to care for an immediate family member in accordance
17 with King County Code and State law.

18 C. **Family and Medical Leave:** Bargaining unit members shall be granted benefits
19 consistent with all provisions of the King County Family and Medical Leave Act (KCFML), K.C.C.
20 3.12.220(I). This includes but is not limited to eligibility requirements, terms, conditions and
21 restrictions.

22 D. In the application of any of the foregoing provisions, when a holiday or regular day
23 off falls within the prescribed period of sick leave absence, sick leave shall not be charged for that
24 day.

25 **Section 4.** Sick leave shall not be used in lieu of vacation.

26 **Section 5. Workers' Compensation:** If an employee is injured on the job and requires
27 immediate medical treatment, the employee will be compensated in full for the rest of the workday
28 without being required to use sick leave or vacation leave. The employee can use accrued sick leave

1 if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days
2 after the injury. Workers' Compensation Payments begin on the fourth (4th) day after the injury and
3 continues during the period of disability. If the employee's disability period extends beyond fourteen
4 (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and
5 Claims Management Division. Sick leave pay may be used to supplement industrial insurance
6 benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned
7 vacation leave may be used in a like manner after sick leave is exhausted.

8 **Section 6.** Termination of an employee's continuous service, except by reason of temporary
9 lay-off for work or funds, shall cancel all sick leave accrued to the time of such termination. Should
10 the employee resign in good standing and return to employment with the County within two (2) years,
11 he or she shall have accrued sick leave restored. No payment shall be made to any employee for
12 unused sick leave accumulated to his or her credit at the time of termination of employment,
13 regardless of the reason therefore, except as provided for in Section 7 of this Article. The date of
14 termination of employment shall be considered as the date certified by the Chief of Staff or designee
15 as the last day worked and shall not include the equivalent time involved in any overtime or vacation
16 payoff made at the time of termination. The provisions of this rule include termination of service by
17 death.

18 **Section 7.** King County will reimburse those employees who have at least five (5) years
19 service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%)
20 of their unused sick leave. All payments shall be made in cash, based on employee's base rate, and
21 there shall be no deferred sick leave payments. This cash out is subject to the adoption of a Voluntary
22 Employee Beneficiary Association (VEBA) by members of this bargaining unit. Retirement for the
23 purposes of this Article shall mean any employee who at the time of retirement is eligible to begin
24 receiving benefits immediately under the Public Employees Retirement System.

25 **Section 8. Bereavement Leave:** All employees eligible for leave benefits are entitled to three
26 (3) paid days per year of bereavement leave due to the death of an immediate family member.
27 An employee who has exhausted his or her bereavement leave may use up to three (3) days of sick
28 leave for each instance (including the first instance) when death occurs to an immediate family

1 member. If no sick leave benefit is authorized or exists for the employee, then the Station Manager or
2 designee may approve leave without pay. Holidays or regular days off falling within the prescribed
3 period of absence will not be charged against bereavement pay entitlement.

4 **Section 9. *Donation of Vacation and Sick Leave Hours:***

5 **A. Vacation leave hours.**

6 1. Any full-time regular employee or part-time regular employee, who is
7 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
8 accrued vacation leave to a full-time regular employee or part-time regular employee who is
9 employed at least half-time and receives vacation and sick leave. Such donation will occur upon
10 written request to and approval of the Council Administrator or designee and the receiving
11 employees' department director(s).

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

15 3. Donated vacation leave hours must be used within ninety (90) calendar days
16 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
17 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded
18 from vacation leave payoff provisions contained in this Agreement. Donated vacation hours may not
19 be used until the employee's own accrued hours have been used.

20 **B. Sick leave hours.**

21 1. Any full-time regular employee or part-time regular employee who is
22 employed at least half-time and received vacation and sick leave may donate a portion of his or her
23 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at
24 least half-time and receives vacation and sick leave, upon written notice to the Council Administrator
25 or designee.

26 2. No donation shall be permitted unless the donating employee's sick leave
27 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
28 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar

1 year.

2 3. Donated sick leave hours must be used within ninety (90) calendar days.
3 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
4 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
5 contained in this Agreement, and sick leave restoration provisions contained in this Agreement.
6 Donated sick leave hours may not be used until the employee's own accrued hours have been used.

7 C. All donations of vacation and sick leave made under this Agreement are strictly
8 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
9 compensation or benefits in exchange for donating vacation or sick leave hours.

10 D. All vacation and sick leave hours donated shall be converted to a dollar value
11 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
12 divided by the receiving employee's hourly rate to determine the actual number of hours received.
13 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
14 hourly rate at the time of reversion.

15 **ARTICLE 7: WAGE RATES**

16 **Section 1. *Wage rate:*** Wages will be as set forth in Addendum A.

17 **Section 2.** Effective January 1, 2011, the wage rates in effect the previous December 31 for
18 all employees shall remain as represented in Addendum A.

19 **Section 3.** Effective January 1, 2012, employees shall be eligible to receive 90% of the
20 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
21 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
22 current year). Zero percent (0%) floor and no ceiling.

23 **Section 4.** Effective January 1, 2013, employees shall be eligible to receive 95% of the
24 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
25 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
26 current year). Zero percent (0%) floor and no ceiling.

27 **Section 5.** Effective January 1, 2014, employees shall be eligible to receive 95% of the
28 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price

1 index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
2 current year). Zero percent (0%) floor and no ceiling.

3 **Section 6. Economic and Fiscal Conditions Reopener.** The parties agree when significant
4 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
5 reopen negotiations for COLA when triggered by either an increase in the King County
6 unemployment rate of more than 2 percentage points compared with the previous year or a decline of
7 more than 7%, in County retail sales as determined by comparing current year to previous year. Data
8 will be derived from Washington State Department of Revenue. By no later than July 30th of each
9 year of this agreement, the county will assess whether the economic measurements listed above
10 trigger contract reopeners on COLA for the subsequent year.

11 **Section 7. Step Increases:** All employees will be eligible for annual step increases, to be
12 made effective January 1 of each year.

13 **A. Video Specialist:** To qualify for a step increase, employees in the Video Specialist
14 classification must be rated "meets standards" or better on the performance appraisal covering the
15 previous year. New employees in the Video Specialist classification will be placed at step five (5) or
16 above upon satisfactory completion of the six-month probationary period.

17 **Section 8. Work Out of Class:** The County may assign an employee to work out of class.
18 When an employee is assigned to work out of class, in writing (such assignments must be in writing),
19 by the Station Manager or his/her designee, to perform the duties of a higher classification for a
20 period of one (1) full work week or more, that employee shall be paid at the first (1st) step of the
21 higher class or a minimum of five percent (5%), whichever is greater, over the wage rate received
22 prior to the assignment, for all time spent while so assigned. Additional compensation shall not
23 exceed the maximum of the wage rate within the range for the assigned classification. The County
24 may assign employees to perform work of a lower classification, but while so assigned, the employee
25 will be paid at the rate of his/her normal classification, consistent with the terms of this Agreement.

26 **Section 9. Salary on Promotions:** Any employee who is promoted to a higher classification
27 shall receive the beginning step for the higher classification or the next higher salary step as would
28 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

1 **Section 10. "Senior" Video Specialist:** Employees who are at the top step of the salary range
2 shall be called "Senior" Video Specialist. This is a "working title" only and does not confer any right
3 or classification privilege above or beyond the basic classification of Video Specialist.

4 **ARTICLE 8: OVERTIME AND CALLBACK**

5 **Section 1. Overtime:** Overtime shall be paid after working more than forty (40) hours in a
6 week.

7 **A.** The regular schedule of work shall be thirty-five (35) hours in a week or seven (7)
8 hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily
9 shift. No overtime shall be worked unless the employee has received prior approval from his/her
10 supervisor to work the necessary overtime hours.

11 **B.** The employee will be allowed to elect to receive either compensatory time or to be
12 paid at the appropriate rate of pay. Employees may accrue up to eighty (80) hours of compensatory
13 time. Employees may continue to accrue additional compensatory time beyond the eighty (80) hours
14 specified herein if, as a result of cyclical workloads or work assignments, the employee is unable to
15 take accrued compensatory time or the taking of compensatory time would result in an undue
16 hardship for the Employer. Employees must obtain a waiver from the Chief of Staff to be able to
17 accrue compensatory time beyond the eighty (80) hour limit. Compensatory time may not be carried
18 over from one (1) calendar year to the next and will be cashed out at the employee's regular rate of
19 pay at the end of each calendar year. However, if warranted by cyclical workloads or work
20 assignments, the Chief of Staff may permit employees to carry over up to forty (40) hours of accrued
21 compensatory time. Such carried over hours of compensatory time must be used or cashed out by
22 March 31 of the following calendar year.

23 **C.** If an emergency necessitates a bargaining unit member to receive telephone calls at
24 home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls
25 shall be paid either straight time or overtime, as required by the provisions of this Agreement.

26 **ARTICLE 9: HOURS OF WORK**

27 **Section 1.** The standard workweek shall consist of five (5) consecutive work days not to
28 exceed seven (7) hours each and not to exceed thirty-five (35) hours per week and shall normally be

1 scheduled Monday through Friday.

2 **Section 2. *Assignment of Work Schedules:*** The establishment of reasonable work schedules
3 and starting times is vested solely within the purview of the County and may be changed from time to
4 time provided a sixteen (16) -hour notice of change is given, except in those circumstances over
5 which the County cannot exercise control. PROVIDED: the required 16-hour notification period
6 shall not commence until the employee has received the verbal or written notification of the proposed
7 change. In the exercise of this prerogative, the County will act reasonably and will establish
8 schedules to meet the dictates of the workload, however, nothing contained herein will permit split
9 shifts. Employee schedules will allow for a minimum of two (2) consecutive days off.

10 **Section 3. *Alternative Work Schedules:*** With management approval, work schedules may
11 be altered upon written request of the employee. If such written request is denied by management, the
12 employee may request to meet with management to discuss the reasons for the denial. Management's
13 decision to deny a change in work schedule shall not be grievable under the grievance procedure set
14 forth in this Agreement.

15 **Section 4. *Rest/Meal Periods:*** Employees covered by the Agreement shall receive two (2)
16 ten (10)-minute paid rest periods and a one (1) hour unpaid lunch period except when in conflict with
17 the operational needs of the County.

18 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

19 The County presently participates in group medical, dental, and life insurance programs. The
20 County agrees to maintain a plan during the term of this Agreement, and the Union and the County
21 agree that the County may implement changes to employee insurance benefits to which the Joint
22 Labor Management Insurance Committee has agreed.

23 **ARTICLE 11: MISCELLANEOUS**

24 **Section 1. *Mileage Reimbursement:*** All employees who have been authorized by
25 management to use their own transportation on County business shall be reimbursed at the rate
26 approved by Ordinance by the King County Council.

27 **Section 2. *Employee Personnel Files:*** The official personnel file maintained by the County
28 shall be available for review by the employee upon request during normal business hours. No

1 information of a disciplinary nature will be placed in that file without notice provided to the
2 employee.

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

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

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

17 **Section 4. Bulletin Boards:** The employer agrees to permit the Union to post on the CTV
18 bulletin board, the announcement of meetings, election of officers and any other Union material
19 which is not prohibited by State law or County Ordinance.

20 **Section 5. Biweekly Pay:** The right to define and implement a new payroll system, including
21 but not limited to a biweekly payroll system, is vested exclusively in the Employer. Implementation
22 of such system may include a conversion of wages and leave benefits into hourly amounts and the
23 parties recognize the Employer's exclusive right to make the changes necessary to implement such
24 payroll system.

25 **Section 6. Open Positions/Promotions:** Announcements regarding recruitment for vacancies
26 will be made to employees covered by this Agreement one week prior to general open announcement.
27 Employees covered by this Agreement will be given an opportunity to participate and will be granted
28 a first level interview; provided, the employee meets the minimum qualifications for the open

1 position.

2 **Section 7. *Bus Passes:*** Eligible bargaining unit employees may receive bus passes as
3 provided by County Ordinance, policies and procedures.

4 **Section 8. *Joint Labor/Management Safety Committee:*** Within sixty (60) days after the
5 Metropolitan King County Council approves this Collective Bargaining Agreement, the parties agree
6 to establish a Joint Labor/Management Safety Committee to address safety issues in the workplace.

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

12 **Section 10. *Performance Appraisals:*** Performance appraisals will be conducted annually.
13 Performance appraisals, ratings, and decisions on salary/step progression will be based on the
14 recommendation of the station manager, with final approval by the Director of Communications.
15 Performance appraisals and/or decisions regarding salary/step progression are final and not subject to
16 the dispute resolution process under this Agreement.

17 **Section 11. *Probationary Period:*** All newly hired employees will serve a six (6)-month
18 probationary period.

19 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

20 **Section 1.** Except as provided in this Article, no non-probationary employee shall be
21 suspended, demoted, or terminated for other than just cause.

22 **Section 2.** Suspension, demotion or termination actions which are, in the Chief of Staff's
23 judgment, based upon the professional competence of an employee are not subject to Section 1 of this
24 Article; such decisions of the Chief of Staff shall be final and are not subject to the dispute resolution
25 procedures outlined in Section 3 of this Article. For purposes of this Article, "professional
26 competence" shall include any aspect of an employee's work performance other than specific
27 incidents of misconduct.

28 **Section 3. *Grievance/Arbitration/Mediation:*** The County recognizes the importance and

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

4 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
5 or reprisal in seeking adjudication of their grievances.

6 **A. Definition.**

7 Grievance - A claim by an employee or their union that the terms of this Agreement have been
8 violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

9 **B. Procedure.**

10 **Step 1.** A grievance shall be verbally presented by the aggrieved employee
11 (and his/her representative if the employee wishes) to the Director of Communications within ten (10)
12 working days of the occurrence of the events giving rise to such grievance, or, if the employee was
13 unaware of said events, the grievance shall be verbally presented to the Director of Communications
14 within ten (10) working days of when a reasonable employee would have become aware of the events.
15 The Director of Communications shall gain all relevant facts and shall attempt to adjust the matter
16 and notify the employee within ten (10) working days. If a grievance is not presented in writing to the
17 next level within ten (10) working days of the decision of the Director of Communications, it shall be
18 presumed resolved.

19 **Step 2.** If after thorough evaluation, the decision of the Director of
20 Communications has not resolved the grievance to the satisfaction of the employee, the grievance
21 may be presented to the Chief of Staff. All letters, memoranda and other written materials previously
22 submitted to lower levels of supervision shall be made available for the review and consideration of
23 the Chief of Staff. He/she may interview the employee and/or his/her representative and receive any
24 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
25 his/her written decision available within fifteen (15) working days. If the grievance is not pursued to
26 the next higher level within thirty (30) calendar days of the decision of the Chief of Staff, it shall be
27 presumed resolved.

28 **Step 3.** If within thirty (30) calendar days of the date of response provided in

1 Step 2, the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration
2 has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The
3 process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual
4 request.

5 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
6 Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the
7 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
8 eleven (11) arbitrators furnished by the American Arbitration Association. The arbitrator will be
9 selected from the list by both the County representative and the Union, each alternately striking a
10 name from the list until only one name remains. The party to strike first shall be determined by a coin
11 toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render
12 a decision promptly and the decision of the arbitrator shall be final and binding on both parties. No
13 matter may be arbitrated which the County, by law, has no authority over, has no authority to change,
14 or has been delegated to any civil service commission or personnel board, as defined in
15 R.C.W. 41.56. The arbitrator shall have no power to change, alter, detract from or add to the
16 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
17 this Agreement in reaching a decision.

18 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
19 equally by both parties. Each party shall bear the cost of its own legal fees regardless of the outcome
20 of the arbitration.

21 **C. Time Limits.** Time limits may be extended upon written consent of the parties.

22 **ARTICLE 13: SAVINGS CLAUSE**

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

1 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

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

19 **ARTICLE 15: WAIVER CLAUSE**

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

26 **ARTICLE 16: REDUCTION-IN-FORCE**

27 Layoffs for lack of funds, lack of work, or restructuring of the organization are a management
 28 prerogative and within the sole discretion of the County, and shall not be subject to the dispute

1 resolution provisions of Article 12 of this Agreement. If layoffs are to occur, the County agrees to
2 meet with the Union to discuss the layoff(s) as soon as reasonably possible. The County further
3 agrees to provide written notice to individual employee(s) to be laid off at least four (4) weeks prior
4 to the effective date of the layoff, if possible. An employee who is laid off but subsequently rehired
5 by the County into the CTV work group within two (2) years of the layoff shall have restored all sick
6 leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same rate as
7 when the layoff occurred; additionally, the employee's anniversary date shall reflect the full amount
8 of service to the County.

9 Layoff within classification will be conducted in accordance with performance and based
10 upon three (3) years prior performance appraisals. In the event that two (2) or more employees have
11 equivalent performance appraisals, the least senior employee (with equivalent performance
12 appraisals) will be laid off. Seniority shall be defined as years of service within the classification.

1 **ARTICLE 17: DURATION**

2 This Agreement and each of its provisions shall cover the time period January 1, 2011 through
3 December 31, 2014.

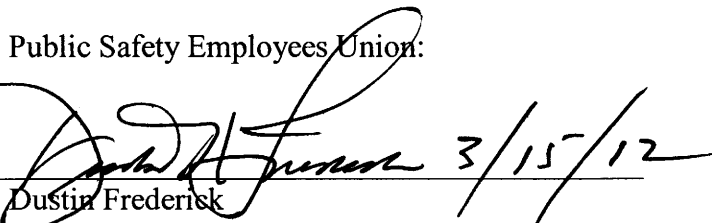
4 Contract negotiations for a successor agreement may be initiated by either party providing to
5 the other written notice of its intentions to do so not less than thirty (30) days prior to September 1,
6 2014.

7 Should the name of the Civic Television (CTV) operation be changed to King County
8 Television (KCTV), or any other name, such change shall not in any way alter or affect the terms and
9 conditions of this Agreement, nor the applicability of said terms and conditions to the bargaining unit
10 represented by Public Safety Employees Union.

11
12
13 APPROVED this 25 day of APRIL, 2012.

14
15
16 By: 
17
18 King County Executive

19
20
21 Public Safety Employees Union:

22
23  3/15/12
24 Dustin Frederick
25 Business Manager