



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 10, 2006

Ordinance 15405

Proposed No. 2006-0145.1

Sponsors Patterson, Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and three memoranda of
3 understanding negotiated by and between King County and
4 Service Employees International Union, Public Safety
5 Employees, Local 519 (Non-Commissioned) representing
6 employees in the departments of adult and juvenile
7 detention, community and human services, and the King
8 County sheriff's office; and establishing the effective date
9 of said agreement.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The collective bargaining agreement and three memoranda of understanding negotiated between King County and Service Employees International Union, Public Safety Employees, Local 519 (Non-Commissioned) representing employees in the departments of adult and juvenile detention, community and human

Ordinance 15405

17 services and the King County sheriff's office and attached hereto is hereby approved and
18 adopted by this reference made a part hereof.

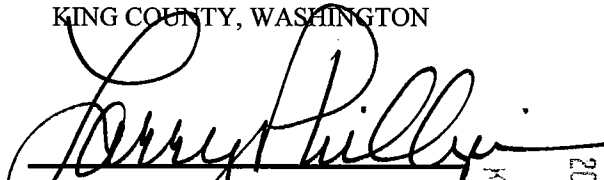
19 SECTION 2. Terms and conditions of said agreement shall be effective from
20 January 1, 2006, through and including December 31, 2008.

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Ordinance 15405 was introduced on 3/27/2006 and passed by the Metropolitan King County Council on 4/10/2006, by the following vote:

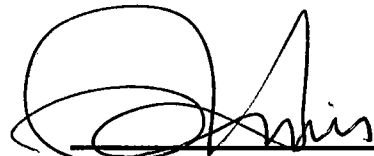
Yes: 8 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council
APPROVED this 17 day of April 2006.


Ron Sims, County Executive

RECEIVED
2006 APR 20 AM 10:16
CLERK
KING COUNTY COUNCIL

Attachments

- A. Service Employees International Union Public Safety Employees - Local 519 Non-Commissioned Employees at the King County Department of Adult and Juvenile Detention Department of Community and Human Services and the Sheriff's Office, B. Addendum A- Wages Local 519, SEIU Non-Commissioned Employees Sheriff's Office, C. Addendum A (Continued from Wage) Memorandum of Understanding Between King County and Service Employees International Union Public Safety Employees, Local 519 Regarding Step Progression, D. Addendum B Definitions, E. Addendum C Family Medical Leave, F. Memorandum of Understanding between King County and Service Employees International Union Public Safety Employees, Local 519 Concerning Non-Commissioned Employees in the Sheriff's Office and Out-of-Class Work, G. Memorandum of Understanding between King County and Service Employees International Union Public Safety Employees, Local 519 Representing Non-Commissioned Bargaining Unit Concerning Clerical Work and King County Sheriff's Office Contract Cities

**SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC SAFETY EMPLOYEES - LOCAL 519
NON-COMMISSIONED EMPLOYEES
AT THE KING COUNTY
DEPARTMENT OF ADULT AND JUVENILE DETENTION
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
AND THE SHERIFF'S OFFICE**

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ADDENDUM A: Wages

ADDENDUM A (Continued from Wage): Memorandum Of Agreement: Step Progression

ADDENDUM B: Definitions

ADDENDUM C: Family Medical Leave

MEMORANDUM OF AGREEMENT: Out-of-Class Work

MEMORANDUM OF AGREEMENT: Clerical Work in Contract Cities

1 **SERVICE EMPLOYEES INTERNATIONAL UNION**
2 **PUBLIC SAFETY EMPLOYEES - LOCAL 519**
3 **NON-COMMISSIONED EMPLOYEES**
4 **AT THE KING COUNTY**
5 **DEPARTMENT OF ADULT AND JUVENILE DETENTION**
6 **DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**
7 **AND THE SHERIFF'S OFFICE**

8 These articles constitute an agreement between King County and Public Safety Employees,
9 Local 519, the terms of which have been negotiated in good faith, between King County and the
10 signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance
11 by the County Council of King County, Washington.

12 **ARTICLE 1: PURPOSE**

13 The intent and purpose of this Agreement is to promote the continued improvement of the
14 relationship between King County and its employees by providing a uniform basis for implementing
15 the right of public employees to join organizations of their own choosing, and to be represented by
16 such organizations in matters concerning their employment relations with King County and to set
17 forth the wages, hours and other working conditions of such employees in appropriate bargaining
18 units provided the County has authority to act on such matters and further provided the matter has not
19 been delegated to any civil service commission or personnel board similar in scope, structure and
20 authority as defined in RCW 41.56.

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

2 **Section 1.** The County Council recognizes the signatory organization as representing those
3 regular full-time and regular part-time career service, civil service, and probationary employees
4 whose job classifications are listed in attached Addendum A (Wage Rates). The County also
5 recognizes the signatory organization as representing those temporary and term limited employees (as
6 opposed to regular employees) whose job classifications are listed in attached Addendum A (Wage
7 Rates), and who meet Washington State Public Employment Relations Commission's definition of
8 "employee".

9 Temporary and term limited employees (defined in Addendum B (Definitions)) however, are
10 covered only by Article 7 (Wages) Sections 1, 4, and 6 and Addendum A (Wage Rates) of this
11 collective bargaining agreement. No other provision in this collective bargaining agreement applies
12 to temporary or term limited employees. Except that Article 7 Section 6D (Education) applies to TLT
13 employees but not to temporaries.

14 Vacation, sick leave, holidays and health care benefits for temporary and term limited
15 employees shall be governed by King County Code, Section 3.12.

16 **Section 2. Union Security:** It shall be a condition of employment that all regular full-time,
17 regular part-time, temporary and term limited employees who are members of the Union on the
18 effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the
19 Union for their representation to the extent permitted by law.

20 It shall be a condition of employment that regular full-time, regular part-time, temporary and
21 term limited employees, covered by this Agreement and hired on or after its effective date shall, on
22 the thirtieth calendar (consecutive) day following such employment, become and remain members in
23 good standing in the Union, or pay an agency fee to the Union for their representation to the extent
24 permitted by law.

25 Provided, however, employees who hold genuine religious beliefs or tenets which object to
26 membership in the Union, as provided by state and federal law, shall not be required to tender those
27 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an
28 amount of money equivalent to regular union dues and initiation fee to a non-religious charity

1 mutually agreed upon between the public employee and the Union. The employee shall furnish
2 written proof that payment to the agreed upon non-religious charity has been made. If the employee
3 and the Union cannot agree on the non-religious charity, the Public Employment Relations
4 Commission shall designate the charitable organization. It shall be the obligation of the employee
5 requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for
6 such exemption.

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

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

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

17 **Section 4. Union Membership - Informational Form:** The County will require all new
18 employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will
19 inform them of the union's exclusive recognition.

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

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 It is recognized that the Employer retains the right to manage the affairs of the County and to
3 direct the work force. Such functions of the Employer include, but are not limited to:

4 A. determining the mission, budget, organization, number of employees, and internal security
5 practices of the Departments;

6 B. recruiting, examining, evaluating, promoting, training, transferring employees of its
7 choosing, and determining the time and methods of such action;

8 C. disciplining employees, including the suspension, demotion, or dismissal of employees for
9 just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance
10 procedure and just cause provisions of Article 12;

11 D. assigning and directing the work force;

12 E. developing and modifying class specifications;

13 F. determining the method, materials, and tools to accomplish the work;

14 G. designating duty stations and assigning employees to those duty stations;

15 H. reducing the work force;

16 I. establishing reasonable work rules;

17 J. assigning the hours of work;

18 K. taking whatever actions may be necessary to carry out the Department's mission in case of
19 emergency.

20 L. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system
21 is vested exclusively in King County. Implementation of such system may include, but is not limited
22 to, the conversion of wages and leave benefits into hourly amounts. The parties recognize King
23 County's exclusive right to make necessary changes to the payroll system.

24 M. The departments may change or modify or implement requirements with respect to
25 uniforms worn by their employees.

26 N. Requiring employees to serve a period of probation that does not exceed one year.

27 O. Assigning bargaining unit work to any member of the bargaining unit, consistent with the
28 attached Memorandum of Understanding on this subject, document code 190U0206, and consistent

1 with Article 7, Section 5.

2 In prescribing policies and procedures relating to personnel and practices, and to the
3 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
4 as appropriate. However, the parties agree that the Employer retains the right to implement any
5 changes to policies or practices that are not mandatory subjects of bargaining. All of the functions,
6 rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this
7 Agreement are recognized by the Union as being retained by the Employer.

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1 **ARTICLE 4: HOLIDAYS**

2 The County shall continue to observe the following paid holidays:

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COMMONLY CALLED:	DATE OF OBSERVANCE:
New Year's Day	First day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	Twenty-fifth day of December

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16 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW
17 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day
18 per week operation shall observe the following four (4) holidays on the specific dates listed below.
19 Examples of the twenty-four hour operations are: Automated Fingerprint Identification System
20 (AFIS) division of the Sheriff's Office, and both Department of Adult and Juvenile Detention
21 Facilities. For these specific named holidays, overtime will be paid only on the dates listed below:

22

Holiday	Date of Observance and Overtime Payment
New Year's Day	First of January
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-fifth of December

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1 **Section 2. If Holiday falls on furlough:** If a holiday (as defined in Section 1) falls on an
2 eligible employee's furlough day, the employee is entitled to either schedule a day off some other
3 time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

4 **Section 3. Overtime Payment:** All employees shall take holidays on the day of observance
5 unless their work schedule requires otherwise for continuity of services, in which event, they shall be
6 paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in
7 addition to the regular holiday pay.

8 **Section 4. Floating Holiday:** Each employee shall receive two (2) additional personal
9 holidays to be administered through the vacation plan. One day shall be granted on the first of
10 October and one day on the first of November of each year. These days can be used in the same
11 manner as any vacation day earned.

12 **Section 5. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to and
13 the day following a holiday to be eligible for holiday pay.

14 **Section 6. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits
15 based upon the ratio of hours actually worked (less overtime) to a standard work year.

1 **ARTICLE 5: VACATIONS**

2 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours
3 per week, shall receive vacation benefits as indicated in the following table:

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

23 **Section 1.a. Accrual - 35 Hour Employees:** Regular employees working less than 40 hours
24 per week shall receive prorated vacation benefits.

25 **Section 2. Monthly Accrual - Vacation Holidays and Sick Leave:** Employees with one or
26 more continuous years of service shall accrue vacation benefits monthly pursuant to King County
27 policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8
28 hour, 7.5 hour, or 7 hour).

1 Employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they actually
2 work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

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

9 **Section 4. No County Employment While on Vacation:** No person shall be permitted to
10 work for compensation for the County in any capacity during the time when vacation benefits are
11 being drawn.

12 **Section 5. Leave Increments:** For overtime eligible employees, vacation, sick leave and
13 unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department
14 director or his/her appointed designee.

15 **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, a non-
16 probationary employee will be paid for unused vacation credits up to a maximum allowable
17 accumulated vacation. Probationary employees who have left King County (except for those who
18 were terminated for cause) will be paid for unused vacation credits after 6 months of probation.
19 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum
20 A and shall also include longevity incentive pay for those who receive it. The hourly rate shall be
21 determined by dividing the annual rate of pay by the number of work hours in that year.

22 **Section 7. Payment Upon Death of Employee:** In cases of separation by death, payment of
23 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided
24 by RCW, Title II.

25 **Section 8. Excess Vacation:** All employees may continue to accrue additional vacation
26 beyond the maximum specified herein if, as a result of cyclical workloads or work assignments,
27 accrued vacation will be lost. Employees who leave King County employment for any reason will be
28 paid for their unused vacation up to the maximum specified herein, (480 hours for a 40 hour per week

1 employee), consistent with Section 6 above. Employees shall forfeit the excess accrual prior to
2 December 31st of each year.

3 **Section 9. Vacation Preference:** In accordance with past practice, vacation shall be granted
4 on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee
5 with the approval of the Division Commander for the King County Sheriff's Office; and for the
6 Department of Adult and Juvenile Detention employees the director or his designee. Employees who
7 are transferred involuntarily, and who have already had their vacation request approved as specified
8 above, will be allowed to retain that vacation period regardless of their seniority within the new shift,
9 squad, or unit to which they are transferred.

10 **Section 10. Vacation Donation:** Employees may donate accrued vacation hours to other
11 eligible King County Employees consistent with King County policy and ordinances.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Accrual:** Regular full-time employees, and regular part-time employees who
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that
5 sick leave shall not begin to accrue until the first of the month following the month in which the
6 employee commenced employment. The employee is not entitled to sick leave if not previously
7 earned.

8 **Section 2. Sick Leave Extension:** After the first six months of full-time service, a regular
9 employee may, at the division manager's discretion, be permitted to use up to five days of vacation as
10 an essential extension of used sick leave. If an employee does not work a full twelve months, any
11 vacation credit used for sick leave must be reimbursed to the County upon termination.

12 **Section 3. Increments:** For overtime eligible employees, sick leave may be used in one-
13 quarter (1/4) hour increments at the discretion of the division manager or department director.

14 **Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits
15 accrued by an employee.

16 **Section 5. Verification of Illness:** Department management is responsible for the proper
17 administration of the sick leave benefit. Verification of illness from a licensed healthcare provider
18 may be required for any requested sick leave absence.

19 **Section 6. Separation from Employment:** Separation from County employment except by
20 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
21 leave currently accrued to the employee. Should the employee resign in good standing or be laid off
22 and return to the County within two years, accrued sick leave shall be restored.

23 **Section 7. Pregnancy Disability:** Accrued sick leave may be used for absence due to
24 temporary disability caused by pregnancy.

25 **Section 8. Other Than County Employment:** Sick leave because of an employee's physical
26 incapacity shall not be approved where the injury is directly traceable to employment other than with
27 the County.

28 **Section 9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have

1 successfully completed at least five (5) years of County service and who retire as a result of length of
2 service or who leave the County's employment in good standing after twenty-five (25) years or more
3 or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW
4 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick
5 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment
6 less mandatory withholdings.

7 **Section 10. Maximum Compensation:** Employees injured on the job may not
8 simultaneously collect sick leave and workers' compensation payments in a total amount greater than
9 the net regular pay of the employee. Provided that employees who qualify for workers' compensation
10 may receive payments equal to net regular pay.

11 **Section 11. Uses of Sick Leave:** Employees are eligible for payment on account of illness for
12 the following reasons:

- 13 A. Employee illness;
- 14 B. Employee disability due to pregnancy or childbirth;
- 15 C. Employee exposure to contagious diseases and resulting quarantine;
- 16 D. Employee keeping medical, dental, or optical appointments;
- 17 E. Employee caring for a child under the age of eighteen (18) with a health condition
18 that requires treatment or supervision (pursuant to RCW 49.12.270);
- 19 F. As required under state or federal law;
- 20 G. To volunteer in a child's school for up to a maximum of 3 days on the conditions
21 set forth in the King County Personnel Rules.

22 **Section 12. Family Care and Bereavement Leave:**

- 23 A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
24 of bereavement leave a year due to the death of members of their immediate family.
- 25 B. Regular, full-time employees who have exhausted their bereavement leave, shall be
26 entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when death
27 occurs to a member of the employee's immediate family.
- 28 C. Bargaining unit members shall be granted benefits consistent with all provisions of

1 King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Addendum
2 C. This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

3 D. In cases of family care where no sick leave benefit is authorized or exists, the
4 employee may be granted leave without pay, consistent with the terms of King County's FMLA
5 Ordinance, No. 13377, King County Code 3.12.220.

6 E. In the application of any of the foregoing provisions, holidays or regular days off
7 falling within the prescribed period of absence shall not be charged against accrued sick leave.

8 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave
9 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of
10 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)
11 additional hours credited to their vacation account. Employees who have used more than sixteen (16)
12 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their
13 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

14 **Section 14. Prescribed Period of Absence:** Holidays or regular days off falling within the
15 prescribed period of absence will not be charged against accrued sick leave.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1. Rates of Pay:** Wage rates for 2006 shall be as listed in Addendum A. Wage rates
3 for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the
4 standard 40-hour workweek.

5 **Section 2.** Effective January 1, 2007 all wage rates in effect for the classifications listed in
6 Addendum A shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W,
7 September 2005 to September 2006; provided, however, that the amount produced by application of
8 the foregoing shall not be less than 2% nor greater than 6%.

9 Effective January 1, 2008 all wage rates in effect for the classifications listed in Addendum A
10 shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W, September
11 2006 to September 2007; provided, however, that the amount produced by application of the
12 foregoing shall not be less than 2% nor greater than 6%.

13 **Section 3. Work Out of Class:** King County may assign an employee to work out of class
14 whenever an employee is assigned, in writing (such assignments must be in writing), by the division
15 manager or his/her designee, to perform the duties of a higher classification for a period of one full
16 working day or more, that employee shall be paid at the first step of the higher class or a minimum of
17 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time
18 spent while so assigned. Additional compensation shall not exceed the maximum of the salary range
19 for the assigned classification. King County may assign employees to perform the work of a lower
20 classification, but while so assigned, the employee will be paid at the rate of his/her normal
21 classification, consistent with Article 3(O.) and the attached Memorandum of Understanding on this
22 subject, document code 190U0206.

23 **Section 4. Lead Worker Pay:** Employees assigned, in writing, by the division manager or
24 his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent
25 (5%) greater than their regular rate for all time so assigned.

26 Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or
27 right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may
28 be revoked at any time at the sole discretion of management at such time as the "lead worker"

1 designation is removed, the employee's compensation reverts to the rate received prior to the
2 designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it
3 shall be subject to the grievance procedure and requirements of just cause.

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

7 **Section 6. Employee Incentive/Career Development:**

8 **Statement of Intent:** The intent of the parties is that this program is to be funded through
9 cost savings. It is also the intent of the parties that the cost of this program (employee incentive
10 program) not exceed 1% of the total base wages of the bargaining unit. Actual costs (necessary to
11 evaluate this program) will be assessed at the end of the contract term and the program will be re-
12 negotiated as appropriate.

13 The parties agree that in addition to the costs, other factors that will be considered in
14 evaluating the program include the effectiveness of the program in improving productivity and
15 efficiencies (consistent with department adopted missions and goals in each of the departments
16 covered by this contract) the ease of administration, consistency in implementation, difficulties of
17 implementation, effect on employee morale, and administration costs and demands.

18 **A. Translation**

19 **Department of Adult and Juvenile Detention:** Employees will be paid five
20 hundred dollars (\$500) per year who are placed on a list by the Director as qualified to translate a
21 language in the work place identified by (Director or his/her designees) Management as a language
22 for which translation activity is necessary, as determined by the DAJD Director. Such employees
23 must be fluent in the foreign language and be approved by a Joint Management and Union selected
24 three member native speaking community panel who will judge the ability of the employee to fluently
25 speak the specific language in question and by the Department Director or his/her designee.
26 Employees deemed eligible by the Director shall be placed on a list. Employees who are placed on
27 the list are eligible for the premium described above.

28 **King County Sheriff's Office/Department of Community and Human**

1 **Services:** Regular full-time employees who are formally certified by the State of Washington to
2 perform interpreting/translation services may request that the Sheriff or Director or his/her designee
3 select the employee for purposes of placing the employee's name on a list to be published and
4 distributed annually within the department. Placement on or removal from such list is at the
5 discretion of the Sheriff, Director or designee.

6 Those employees named on such list are eligible and qualified to perform
7 translation/interpreting services for the department and are eligible to receive a five hundred dollar
8 (\$500) (flat rate) per year premium for such services. Payment will be made for the calendar year no
9 later than the first pay period in April of the year. Employees who are placed on the eligibility list
10 after January 1st of any given year shall be paid a prorated share of the five hundred dollars (\$500)
11 yearly premium.

12 The intent of this provision is to compensate employees who may be called upon by their
13 departments on a regular basis to provide interpreting/translation services. It does not apply to any
14 employee whose class specification or job description requires such skills, and it is not intended that
15 people who are expected to do casual informal interpreting be placed on the list of employees eligible
16 for the premium. State Certification is at the employee's expense.

17 The departments agree to use only these employees on the "list" of eligibles to
18 interpret/translate in the formal manner described above, except in cases of emergency or when, due
19 to unforeseen circumstances, no one on the list can speak the language required. The departments
20 retain the right to hire interpreters/translators other than their own employees.

21 Examples of the situations anticipated by this premium include but are not limited to:

- 22 1) A prescheduled witness interview, or;
23 2) The translation of a legal document or a written witness statement into either
24 English or another language.

25 Examples of situations in which the departments would not be restricted to the "list" include
26 but are not limited to:

- 27 1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking
28 citizen who walks in off the street;

1 2) The same receptionist or another employee giving directions over the phone in a
2 language other than English.

3 This Section (A. Translation) is not subject to the grievance procedure contained in Article 12
4 of this collective bargaining agreement, except that the failure to pay the required premium after
5 placement on the list of eligibles, is subject to such procedure.

6 **B. Training**

7 1) Management has the right to appoint a Training Coordinator to perform
8 group training and to develop plans and processes to meet training needs. An employee so appointed
9 will receive fifty dollars (\$50) (flat rate) premium for each pay period in which this assignment is
10 made and services are used by the employer.

11 Employees who are selected to train must, in the department's view, have the necessary
12 skills/training to do formal group training, to assess training needs, develop training plans and to track
13 whether training needs have been met.

14 Supervisors and lead workers are not eligible for this premium. This section is not subject to
15 the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

16 2) Management has the right to assign, in writing, an employee to train other
17 employees. When an employee is assigned to train one-on-one for one full day or more, such
18 employee will be paid 5% (five percent) above his/her base pay for that day or days, under the
19 following conditions:

20 a) The employee submits a timely request for training pay under this
21 section. Requests should be submitted consistent with department policies and procedures, and if
22 possible should be submitted within the pay period in which the training time is worked:

23 b) The training employee must be part of the evaluation process for the
24 trainee, and;

25 c) Supervisors, leads, and those whose primary job duty is training, are
26 not eligible for this premium.

27 **C. Budgetary Savings**

28 Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year as a

1 “bonus”/performance pay, when an employee demonstrates to the department Director or designee
2 that she/he has taken action or recommended action that has resulted in cost savings or additional
3 revenue for the department to which the employee is assigned. Such savings/additional revenue must
4 be a minimum of \$1,000 to qualify for this, “bonus”/performance pay. Request for such a
5 “bonus”/performance pay must be made initially with the employee’s immediate supervisor who will
6 make a written recommendation that will proceed up the chain of command.

7 Request for the “bonus”/performance pay must be made by the employee within sixty (60)
8 days of the action taken by the employee or within sixty (60) days the budgetary savings is realized by
9 the particular department, whichever is greater.

10 The employee requesting this “bonus”/performance pay has the burden of providing
11 documentation as proof to the department that the cost savings was realized and that this employee
12 was responsible.

13 If a group of employees takes credit for the savings revenue or if more than one employee
14 requests the “bonus” (performance pay) for the same action, the department Director or designee shall
15 submit to the union a list of those employees the department believes appear to be eligible and the
16 union will select the employee who will receive the “bonus” or will respond with a recommendation
17 for dividing up the “bonus”.

18 This section is not subject to the Article 12 grievance procedure in this collective bargaining
19 agreement, except that if the department determines that such action has resulted in savings/additional
20 revenue of a minimum of one thousand dollars (\$1,000) and the one hundred dollars (\$100) “bonus”
21 is not paid, this action may be grieved.

22 **D. Education**

23 The department will pay to qualified employees a premium of thirty to fifty dollars (\$30 to
24 \$50) per month (see below), provided that the employee has obtained an A.A., B.A. or M.A. degree
25 from any accredited state college. As with Section A (Translation) such premiums will not be paid if
26 the degree constitutes a minimum requirement of the position.

Associate’s Degree	(2 year Degree)	\$30 month premium
Bachelor’s Degree	(4 year Degree)	\$40 month premium
Master’s Degree		\$50 month premium

1 This section is subject to the grievance procedure.

2 **Section 7. Longevity Pay:** Employees working in job classifications in the King County
3 Sheriff's Office, who were receiving longevity pay prior to the date of ratification by the King County
4 Council, shall continue to receive longevity pay, including future longevity step increases, provided
5 that they have not reached the top longevity step of twelve years (\$82.25), so long as they continue to
6 work in a job classification which was eligible for longevity pay. Those employees who were hired
7 prior to December 14, 1992 and who are working in job classifications in the King County Sheriff's
8 Office which would have been eligible for longevity pay shall receive longevity pay at such time as
9 they would have become eligible for such pay, so long as they remain in a job classification which
10 was eligible for longevity under the previous collective bargaining agreement.

11 A. Those eligible employees, as outlined above, shall earn longevity as follows:

12	During the 7th and 8th year of service	\$20.50 per month
13	During the 9th and 10th year of service	\$41.25 per month
14	During the 11th and 12th year of service	\$61.50 per month
15	After 12 years of service	\$82.25 per month
16		

17
18 B. Longevity shall be paid beginning from the first of the month following the month
19 the employee first qualified for the program.

20 **Section 8. Shift Differentials:** The value of the shift differential has been rolled over into the
21 base wage of bargaining unit employees who previously received such differential, and is included in
22 the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive
23 shift differential as a separate premium.

24 **Section 9. Reinstated Employees:**

25 A. **Reinstatement Within One Year:** Employees who are reinstated pursuant to
26 Civil Service Rules within one calendar year of the date they left County service shall, upon
27 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of
28 six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the

1 same salary step that they were on when they left service plus any step advancement due for the
2 addition of the current service.

3 **B. Reinstatement Within Two Years:** Employees who are reinstated pursuant to
4 Civil Service Rules within two (2) calendar years but after one (1) calendar year shall, upon
5 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of
6 twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for
7 which employees receive a step increase after six (6) months of service) they shall be compensated at
8 the equivalent of the same salary step that they were on when they left service plus any step
9 advancement due for the addition of the current service.

10 **C.** In order to receive credit for prior service under this Section, employees must
11 receive an overall rating of "Meets Standards" or better on all performance evaluations during the six
12 (6) month or one (1) year period respectively.

13 **Section 10.** The parties agree to bargain King County's 2005 proposed changes to the King
14 County Personnel Rules through coalition bargaining. When completed, the results of said
15 bargaining will be incorporated into this Agreement.

16 **Section 11. King County Sheriff's Office AFIS employees:** King County agrees to perform
17 a job audit on the following classifications:

- 18 • ID Technician
- 19 • ID Technician Supervisor
- 20 • Latent Print Examiner
- 21 • Latent Print Supervisor
- 22 • Photographer series (Technician, Lead, Supervisor)
- 23 • Training Coordinator
- 24 • Identification Operations Manager
- 25 • Forensic Operations Manager

26 Additionally, King County agrees to complete market wage surveys for the above-referenced
27 classifications.

28 The above-referenced work shall be performed by King County Department of Executive

1 Services HRD in 2006 with a completion goal of July 1, 2006. The parties agree to bargain the
2 effects of HRD's conclusions with respect to the above-referenced information. If the parties agree to
3 wage adjustments based on this information, such wage adjustments will be retroactive to January 1,
4 2006.

5 **Section 12. DCHS Social Workers:** The parties agree to research and discuss the possibility
6 of moving all social workers to a 40-hour per week schedule. Workload and affordability are two
7 issues that must be thoroughly researched before this discussion can be concluded. The parties agree
8 that such a change would likely be mutually beneficial, and agree to conclude such discussions in
9 2006.

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1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:**

3 Overtime shall be payable after working 40 hours in a week.

4

5

Hours Per Day	Hours Per Week
8.0	40
7.5	37.5
7.0	35

6

7

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11 Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate

12 calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

13 **Section 2. Callouts:** A callout is defined as an unexpected, unscheduled order to return to

14 work after the employee has left the facility. Work scheduled in advance shall not be subject to the

15 provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each

16 call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall

17 be allowed at overtime rates.

18 **A. Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall

19 be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked

20 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the

21 purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it

22 will be considered a shift extension for court. Employees will be compensated for the amount of time

23 spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees

24 subpoenaed to court while on furlough or vacation.

25 **B. Training:** In the event that the department requires an employee to attend a

26 mandatory training session, and such training is not directly before or after a shift or during a shift,

27 then a two (2) hour minimum callout will be paid.

28 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department

1 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a
2 regularly scheduled work day for the individual crew.

3 **Section 4. Minimum Standards Set By Law:** If any provision of this article conflicts with
4 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal
5 FLSA, then those minimum standards shall apply.

6 **Section 5. Work Week:** For the purpose of calculating overtime compensation, an
7 employee's work week shall be defined as beginning with the first day of work after a furlough day
8 and continuing for a total of seven (7) consecutive days; provided, the above provisions will not apply
9 during normal quarterly shift rotation or in bona fide emergency situations; provided that the work
10 week for employees in the Department of Adult and Juvenile Detention is defined in Article 9,
11 Section 5.

12 **Section 6. Compensatory Time:** In lieu of overtime pay, an employee may request, in
13 writing, prior to working the overtime, compensatory time at the rate of time and one half for each
14 hour of overtime that was worked, provided: all comp time must be authorized by Department
15 management. If denied, the overtime work will be compensated with overtime pay. A denial of a
16 request to be compensated for overtime hours worked with comp time rather than overtime pay is
17 within the discretion of management and is not subject to the grievance procedure of this collective
18 bargaining agreement, but may be discussed in Labor Management Meetings.

19 Under normal conditions, the following conditions will apply to the use of comp time:

20 A. A maximum of forty (40) straight time hours may be accrued.

21 B. Comp time balances may be carried over from calendar year to calendar year, but
22 may not go above the referenced forty (40) hour maximum. All overtime hours worked by an
23 employee whose comp time balance is already at the above-referenced maximum will be
24 compensated with overtime pay.

25 C. When an employee requests to use accrued comp time, comp time will be
26 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
27 operational and staffing considerations will apply. When such a request is submitted, it will be
28 granted within a reasonable period of time after such request, unless to do so will "unduly disrupt" the

1 operations of the department.

2 **D.** The parties agree that a “reasonable period” of time, as referred to above, and as
3 defined by the Fair Labor Standards Act (FLSA), is no longer than six (6) months after the employee
4 has made the request to use accrued comp time.

5 **E.** Employees will note their comp time balances (as reflected either on their pay
6 stubs or in payroll) and submit requests for the use of comp time only when they have adequate leave
7 in their comp time bank to cover the request.

8 **F.** For the few remaining employees in DCHS who work a 35-hour work week, comp
9 time may be allowed at straight time for hours between 35-40 hours worked in a week.

10 The parties share an interest in keeping both the cost and administrative burden of
11 compensatory time to a minimum. Both factors will be evaluated at the end of the contract period.

12 **Section 7. Voluntary Training:** Employees who request training on a voluntary basis will
13 not be paid for study time associated with said training, nor will overtime compensation be paid for
14 workdays that extend beyond the normal contractual workday if said workday is part of the normal
15 training schedule, provided, however, employees who are required to attend by the Department will
16 be paid overtime pursuant to the overtime provisions of this agreement.

17 **Section 8. Executive Leave:** Employees who are both FLSA and contract overtime exempt
18 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,
19 consistent with King County policies, rules and procedures for the assignment and use of such leave.
20 This leave must be taken the year it was awarded, and may not be carried over from year to year.

21 **Section 9.** Overtime-eligible employees who receive work related calls at home on their off
22 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)
23 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

24 **Section 10. KCSO Remote call out:** When a KCSO computer-related problem requires an
25 overtime-eligible employee who is the “on call” person in the Computer Resource Unit (CRU) to log
26 on to a computer from somewhere other than a King County work site, (including but not limited to
27 home, car, restaurant, etc.) the employee will receive a minimum two (2) hours of pay (this will be at
28 the overtime rate as long as it qualifies as overtime under the overtime provisions of the collective

1 bargaining agreement) for all time on the computer for eight (8) minutes or more. All work
2 performed during that two (2) hours is included in that two-hour minimum, regardless of the number
3 of calls.

4 If the employee is unable to resolve the problem via “remote call out” on his or her computer,
5 and it is necessary to report to the work site, the employee will be paid pursuant to Article 8 Section 2
6 (“Callouts”). Though the parties acknowledge that the commute time to the work site – whether
7 responding to a “call out” or not – is not work time and thus non compensable under state and federal
8 minimum wage laws, the parties agree to pay employees for this commute time – pursuant to the
9 collective bargaining process – under the following limited circumstances: When Computer
10 Resource Unit employees who are formally placed on the “on call” rotation pursuant to Sheriff’s
11 Office CRU “on call” policies and are required to respond to the work site in person to resolve or
12 assist with a computer related issue while “on call,” such employee will be paid for his or her
13 commute time to and from the work site (“portal to portal”).

1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.** The working hours of the full-time classifications affected by this Agreement shall
3 be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

4 **Section 2. Work Schedules:** The establishment of reasonable work schedules and starting
5 times is vested solely within the purview of department management and may be changed from time
6 to time provided a two (2) week prior notice of change is given, except in those circumstances over
7 which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or
8 ten (10) working days) notification period shall not commence until the employee has received verbal
9 or written notification of the proposed change.

10 In the exercise of this prerogative, department management will establish schedules to meet
11 the dictates of the workload, however, nothing contained herein will permit split shifts.

12 Employees with paid meal periods are subject to being called back to work at any time during
13 a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave
14 the employer's facility to which the employee is assigned, during their paid breaks or meal periods.
15 The employer will schedule break periods to assure adequate coverage.

16 **Section 3. Minimum Standards:** If any provision in this article shall conflict with the
17 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

18 **Section 4. Employee Requests:** Work schedules may be altered, upon written request of the
19 employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by the
20 employee and management, for so long as the parties agree in writing.

21 **Section 5. Workweek in Department of Adult and Juvenile Detention (DAJD):** The
22 workweek for employees in DAJD shall begin at 12 a.m. on Sunday and continue to 11:59 p.m. on
23 Saturday.

24 **Section 6. Job Sharing:** If two employees in the same job classification and work site wish
25 to job share one full-time position, they shall submit such a request in writing to their immediate
26 supervisor. The immediate supervisor shall submit such request to the Precinct Commander,
27 Division Chief, or Division Manager. The request shall be transmitted to the Department Director or
28 Sheriff/Director. The Department Director or Sheriff shall have ninety (90) days from the date he/she

1 receives the request to review the request and either approve or deny the request for job sharing.
2 Employees who job share one full-time position shall receive pro-rata benefits except medical
3 benefits shall be granted on the same basis as other half-time County employees. In the event that
4 one of the job-sharing employees terminates his/her employment (voluntarily or involuntarily), the
5 County shall have the following options:

6 A. No change to the situation, allowing a half-time position to continue.

7 B. Fill the vacant half-time position with temporary help.

8 C. Expand the half-time position to a full-time position, as long as the employee is
9 given 60 calendar days notice of the employer's intent to so expand.

1 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

2 King County presently participates in group medical, dental and life insurance programs. The
3 County agrees to maintain a plan during the term of this Agreement, provided that the Union and
4 County agree that the County may implement changes to employee insurance benefits to which the
5 Joint Labor-Management Insurance Committee has agreed.

1 **ARTICLE 11: MISCELLANEOUS**

2 **Section 1. Leave of Absence for Union Employment:** An employee elected or appointed to
3 office in a local of the signatory organization which requires a part or all of his/her time shall be given
4 leave of absence up to one (1) year without pay upon application.

5 **Section 2. Mileage Reimbursement:** All employees who have been authorized to use their
6 own transportation on County business shall be reimbursed at the rate established by the County
7 Council by ordinance.

8 **Section 3. Civil Service Hearings:** Employees who are directly involved with proceedings
9 before the Civil Service Commission may be allowed to attend without loss of pay provided prior
10 permission is granted by the Employer or his/her designee.

11 **Section 4. Access to Premises:** The Employer administration shall afford Union
12 representatives a reasonable amount of time while on on-duty status to consult with appropriate
13 management officials and/or aggrieved employees, provided that the Union representative and/or
14 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
15 to be conducted, request necessary time without undue interference with assignment duties. Time
16 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
17 supervisor. Union representatives shall guard against use of excessive time in handling such
18 responsibilities.

19 **Section 5. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of
20 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
21 department expense, not to exceed \$150.00.

22 **Section 6. Mandatory Higher Education:** Employees who are required to obtain additional
23 formal education beyond that initially required for employment shall be allowed time off from work
24 with pay to attend classes/seminars with scheduling approval of same at the sole discretion of
25 management.

26 **Section 7. Jury Duty:** An employee required by law to serve on jury duty shall continue to
27 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of
28 time necessary for such assignment. If they have four hours or more left on their shift at the

1 completion of the jury duty assignment for the day, they shall report to their work location and
2 complete the day shift. Once the employee is released for the day, or more than one day, then he/she
3 is required to contact the supervisor who will determine if he/she is required to report for duty,
4 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.
5 he/she shall not be required to report for work on that particular day.

6 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the
7 Comptroller. The employer may request verification of jury duty service.

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

12 When the employee is dismissed from jury duty (completion of jury duty assignment) the
13 employee is required to contact his/her supervisor immediately. The supervisor will instruct the
14 employee when to report to work, PROVIDED: there must be a minimum of twelve (12) hours
15 between the time the employee is dismissed from jury duty and the time he/she must report for
16 regular duties.

17 **Section 8. Bus passes:** Eligible bargaining unit employees may receive bus passes as
18 provided by County ordinance, policies, and procedures.

19 **Section 9. Essential Personnel:** The Sheriff's Office and DAJD will review their policies
20 with respect to employees considered essential personnel, with the goal of including as few non-
21 commissioned employees as reasonably necessary to meet the needs of King County and the Sheriff's
22 Office and Department of Adult and Juvenile Detention.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

8 **Section 1. Definition:** Grievance - An issue raised by a party to this Agreement relating to
9 the interpretation of his/her rights, benefits, or conditions of employment as contained in this
10 Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance
11 procedure outlined in this Agreement.

12 **Procedure**

13 ***Step 1 - Immediate Supervisor:*** A grievance shall be presented by the aggrieved employee,
14 or his/her representative if the employee wishes, on a Union grievance form within 14 calendar days
15 of the act or omission giving rise to the grievance, to the employee's immediate supervisor. In the
16 case of employees of the Health Department and the Department of Community and Human Services'
17 Division of Alcohol, and Substance Abuse, the employee shall present the grievance to the supervisor
18 who shall present such grievance to the Facility Administrator.

19 The grievance must:

- 20 A. fully describe the alleged violation and how the employee was adversely affected;
21 B. set forth the section(s) of the Agreement which have been allegedly violated; and
22 C. specify the remedy or solution being sought by the employee filing the grievance.

23 The supervisor or administrator shall gain all relevant facts and shall attempt to adjust the
24 matter and notify the employee within three working days. If a grievance is not pursued to the next
25 level within three working days, it shall be presumed resolved.

26 ***Step 2 - Division Manager:*** If, after thorough discussion with the immediate supervisor or
27 administrator, the grievance has not been satisfactorily resolved, the Union shall present the grievance
28 to the appropriate manager for investigation, discussion and written reply. The appropriate manager

1 shall be defined as follows: Sheriff's Office - Section Commander; Department of Adult and
2 Juvenile Detention - Facility Commander; Department of Community and Human Services - Division
3 Director. The manager shall make his/her written decision available to the aggrieved employee
4 within ten (10) working days. If the grievance is not pursued to the next higher level within five (5)
5 working days, it shall be presumed resolved.

6 ***Step 3 - Department Director***: If, after thorough evaluation, the decision of the manager has
7 not resolved the grievance to the satisfaction of the employee, the Union may present the grievance to
8 the department director. All letters, memoranda and other written materials previously submitted to
9 lower levels of supervision shall be made available for the review and consideration of the
10 department director. He/she may interview the employee and/or his/her representative and receive
11 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
12 his/her written decision available within ten working days. If the grievance is not pursued to the next
13 higher level within five working days, it shall be presumed resolved.

14 ***Step 4 - Human Resources Division Director of the Department of Executive Services***: If,
15 after thorough evaluation, the decision of the department director has not resolved the grievance, the
16 grievance may be presented to a committee comprised of: one representative from the Union, one
17 representative from the Department, and a Human Resources, Department of Executive Services,
18 Labor Relations representative who shall also act as Chair. The Union representative and/or the
19 Department representative may be subject to challenge for cause.

20 This committee shall convene a hearing for the purpose of resolving the grievance. Both
21 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall
22 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The
23 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair
24 fails to render a decision within 15 days the Union may proceed to Step 5 of this grievance procedure
25 (except verbal or written reprimands, which may not be appealed to Step 5). The proceedings shall be
26 informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are those
27 who do not work for King County or for the Union. Rules of evidence do not apply. The purpose
28 shall be to determine the validity of the grievance and render a decision appropriate to that

1 determination.

2 By mutual agreement, the parties may call in a mediator in place of the grievance panel and
3 the Human Resources Division Director of the Department of Executive Services, to attempt to
4 resolve the dispute. The parties shall jointly select the mediator, who will hear both sides of the
5 dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to
6 any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good
7 faith mediation and nothing the mediator says shall be admissible in an arbitration.

8 By mutual agreement the parties may either waive this Step (in writing) or by mutual
9 agreement the Human Resources Division of the Department of Executive Services, Labor Relations
10 representative may do a review of the file and the union's arguments and issue a prompt written
11 decision.

12 All employer grievances shall be initiated at Step 4 of this procedure.

13 ***Step 5 - Arbitration:*** Either the County or the Union may request arbitration within thirty (30)
14 days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time
15 specify the exact question which it wishes arbitrated. The parties shall then select a third
16 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
17 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the
18 American Arbitration Association or the Federal Mediation and Conciliation Service, or by another
19 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County
20 representative and the Union, each alternately striking a name from the list until one name remains.
21 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a
22 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

23 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
24 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
25 in reaching a decision.

26 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
27 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
28 behalf. Regardless of the outcome, each party is responsible for their own attorney and representation

1 fees.

2 No matter may be arbitrated which the County by law has no authority over, has no authority
3 to change, or has been delegated to any civil service commission or personnel board as defined in
4 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

6 Time restrictions may be waived in writing by consent of both parties.

7 **Section 2. Multiple Procedures:** If employees have access to multiple procedures for
8 adjudicating grievances, then selection by the employee of one procedure will preclude access to
9 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
10 procedure.

11 **Section 3. Just Cause/Progressive Discipline:** No employee may be discharged, suspended
12 without pay, or disciplined in any way except for just cause. In addition, the County will employ the
13 concept of progressive discipline in appropriate cases. The County's policy is that discipline is
14 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may
15 result in discharge, disciplinary transfer, or other disciplinary action that do not require corrective
16 action.

17 Written reprimands may not be used for purposes of progressive discipline once three (3)
18 years have passed from the date the reprimand was issued, and the employer has documented no
19 similar problems with the employee during this three (3) year time period. In those instances where
20 disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed
21 discipline involves suspension or termination of the employee, the grievance procedure will begin at
22 Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will
23 begin at the next appropriate step.

24 **Section 4. Probationary Period:** All new, and reinstated career service and civil service
25 employees serve a probationary period of up to one (1) year from the date of their appointment.
26 During this period, the employee is evaluated as a part of the final selection process; appointment to a
27 career service position is not considered final unless the employee successfully completes a
28 probationary period. Career service employees who are promoted, transferred, or demoted serve a

1 probationary period from the date of their change in status. The Probationary period rules relating to
2 such period are defined by King County Career Service Rules.

3 Civil Service employees who are promoted or demoted serve a probationary period from the
4 date of their change in status. The probationary rules relating to such period are covered by both King
5 County Civil Service Rules and Career Service Rules.

6 **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and
7 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

1 **ARTICLE 13: BULLETIN BOARDS**

2 The employer agrees to permit the Union to post on County bulletin boards the announcement
3 of meetings, election of officers, and any other Union material. Authorized representatives of Local
4 519 may use the County's e-mail system for legitimate, legal communication in furtherance of good
5 labor relations, as long as such communication is consistent with King County rules, regulations and
6 policy, as well as PERC rules.

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1 **ARTICLE 14: NON-DISCRIMINATION**

2 The Employer or the Union shall not unlawfully discriminate against any individual with
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,
4 religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical handicap.

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

8 Grievances under this article may proceed through Step 4 only and may not go to arbitration.
9 The employee's right to file a complaint with an administrative agency under the appropriate County,
10 State, or Federal law is not limited by this Article but such rights are subject to the appropriate
11 statutes of limitations contained in such laws.

1 **ARTICLE 15: SAVINGS CLAUSE**

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

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

2 **Section 1. No Work Stoppages:** The employer and the signatory organization agree that the
3 public interest requires efficient and uninterrupted performance of all County services, and to this end
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
5 signatory organization shall not cause or condone any work stoppage, including any strike, slowdown,
6 or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or
7 other interference with County functions by employees under this agreement and should same occur,
8 the signatory organization agrees to take appropriate steps to end such interference. Any concerted
9 action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above
10 activities have occurred.

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

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

- 19 1. Discharge.
- 20 2. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 17: WAIVER CLAUSE**

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

8 The parties agree that in the event they enter into memoranda of understanding during the life
9 of this agreement, such agreements are binding when signed by authorized representatives of the
10 parties. No ratification process is required.

1 **ARTICLE 18: REDUCTION-IN-FORCE**

2 **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be
3 laid off according to inverse seniority within the classification, (within the department conducting the
4 layoff) with the employee with the least time being the first to be laid off. In the event there are two
5 (2) or more employees eligible for layoff within the Department with the same classification
6 seniority, the Department head will determine the order of layoff based on employee performance,
7 PROVIDED: no regular or probationary employee shall be laid off while there are temporary
8 employees serving in the class or position for which the regular or probationary employee is eligible
9 and available. Each employee in each of the Departments covered by this agreement will have an
10 adjusted service date based on their length of service within their classification within their respective
11 Department. Effective January 1, 2002 the Department of Community and Human Services and
12 Department of Public Health are no longer considered one department for purposes of this Article.

13 **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
14 probationary employee may on the basis of classification seniority, bump the least senior employee in
15 any lower level position (within the department and bargaining unit) formerly held by the employee
16 designated for layoff, provided that the employee exercising his/her right to bump has more seniority
17 in the classification than the employee who is being bumped.

18 **Section 3. Re-Employment List:** The names of laid off employees will be placed in order of
19 layoff (with the employees with the most seniority as defined above placed at the top of the list) on a
20 Re-employment List for the classification previously occupied. The Re-employment List will remain
21 in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs
22 first.

1 **ARTICLE 19: DURATION**

2 This Agreement shall be effective from January 1, 2006 after ratification by both parties, and
3 remain effective through December 31, 2008. Written notice of desire to modify this agreement shall
4 be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely
5 October 31, 2008.

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8 **APPROVED** this _____ day of _____, 2006

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12 By _____
13 King County Executive

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16 SIGNATORY ORGANIZATION:

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18
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20 _____
21 Service Employees International Union
22 Public Safety Employees, Local 519

For the following classifications, progression to all steps above Step Two is on January 1.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4200100	8385	421109	Administrative Office Assistant	29	Range 29, Step 1	Range 29, Step 2	Range 29, Step 3	Range 29, Step 4	Range 29, Step 5	Range 29, Step 6	Range 29, Step 7	Range 29, Step 8	Range 29, Step 9	Range 29, Step 10
4201100	8386	421213	Administrative Specialist I	33	Range 33, Step 1	Range 33, Step 2	Range 33, Step 3	Range 33, Step 4	Range 33, Step 5	Range 33, Step 6	Range 33, Step 7	Range 33, Step 8	Range 33, Step 9	Range 33, Step 10
4201200	8387	421317	Administrative Specialist II	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4201300	8388	421409	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
4201400	8389	421507	Administrative Specialist IV	46	Range 46, Step 1	Range 46, Step 2	Range 46, Step 3	Range 46, Step 4	Range 46, Step 5	Range 46, Step 6	Range 46, Step 7	Range 46, Step 8	Range 46, Step 9	Range 46, Step 10
2810000	8288	281108	Administrative Staff Assistant	48	Range 48, Step 1	Range 48, Step 2	Range 48, Step 3	Range 48, Step 4	Range 48, Step 5	Range 48, Step 6	Range 48, Step 7	Range 48, Step 8	Range 48, Step 9	Range 48, Step 10
2131100	8161	214107	Business and Finance Officer I	53	Range 53, Step 1	Range 53, Step 2	Range 53, Step 3	Range 53, Step 4	Range 53, Step 5	Range 53, Step 6	Range 53, Step 7	Range 53, Step 8	Range 53, Step 9	Range 53, Step 10
2131200	8162	214209	Business and Finance Officer II	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 3	Range 58, Step 4	Range 58, Step 5	Range 58, Step 6	Range 58, Step 7	Range 58, Step 8	Range 58, Step 9	Range 58, Step 10
1202100	8149	120201	Communications Operations Manager	66	Range 66, Step 1	Range 66, Step 2	Range 66, Step 3	Range 66, Step 4	Range 66, Step 5	Range 66, Step 6	Range 66, Step 7	Range 66, Step 8	Range 66, Step 9	Range 66, Step 10
2501100	8253	252107	Communications Specialist I	51	Range 51, Step 1	Range 51, Step 2	Range 51, Step 3	Range 51, Step 4	Range 51, Step 5	Range 51, Step 6	Range 51, Step 7	Range 51, Step 8	Range 51, Step 9	Range 51, Step 10
2501200	8254	252203	Communications Specialist II	54	Range 54, Step 1	Range 54, Step 2	Range 54, Step 3	Range 54, Step 4	Range 54, Step 5	Range 54, Step 6	Range 54, Step 7	Range 54, Step 8	Range 54, Step 9	Range 54, Step 10
2501300	8255	252302	Communications Specialist III	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 3	Range 58, Step 4	Range 58, Step 5	Range 58, Step 6	Range 58, Step 7	Range 58, Step 8	Range 58, Step 9	Range 58, Step 10
4300100	8401	431209	Customer Service Specialist I	32	Range 32, Step 1	Range 32, Step 2	Range 32, Step 3	Range 32, Step 4	Range 32, Step 5	Range 32, Step 6	Range 32, Step 7	Range 32, Step 8	Range 32, Step 9	Range 32, Step 10
4300200	8402	431313	Customer Service Specialist II	36	Range 36, Step 1	Range 36, Step 2	Range 36, Step 3	Range 36, Step 4	Range 36, Step 5	Range 36, Step 6	Range 36, Step 7	Range 36, Step 8	Range 36, Step 9	Range 36, Step 10
4300300	8403	431409	Customer Service Specialist III	40	Range 40, Step 1	Range 40, Step 2	Range 40, Step 3	Range 40, Step 4	Range 40, Step 5	Range 40, Step 6	Range 40, Step 7	Range 40, Step 8	Range 40, Step 9	Range 40, Step 10
4300400	8404	431505	Customer Service Specialist IV	45	Range 45, Step 1	Range 45, Step 2	Range 45, Step 3	Range 45, Step 4	Range 45, Step 5	Range 45, Step 6	Range 45, Step 7	Range 45, Step 8	Range 45, Step 9	Range 45, Step 10
5240100	8434	524101	Community Liaison/Intervention Specialist	56	Range 56, Step 1	Range 56, Step 2	Range 56, Step 3	Range 56, Step 4	Range 56, Step 5	Range 56, Step 6	Range 56, Step 7	Range 56, Step 8	Range 56, Step 9	Range 56, Step 10
2336100	8820	233003	LEOFF I Claims Specialist	48	Range 48, Step 1	Range 48, Step 2	Range 48, Step 3	Range 48, Step 4	Range 48, Step 5	Range 48, Step 6	Range 48, Step 7	Range 48, Step 8	Range 48, Step 9	Range 48, Step 10

Continued: For the following classifications, progression to all steps above Step Two is on January 1.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4101100	8378	411108	Fiscal Specialist I	34	Range 34, Step 1	Range 34, Step 2	Range 34, Step 3	Range 34, Step 4	Range 34, Step 5	Range 34, Step 6	Range 34, Step 7	Range 34, Step 8	Range 34, Step 9	Range 34, Step 10
4101200	8379	411211	Fiscal Specialist II	38	Range 38, Step 1	Range 38, Step 2	Range 38, Step 3	Range 38, Step 4	Range 38, Step 5	Range 38, Step 6	Range 38, Step 7	Range 38, Step 8	Range 38, Step 9	Range 38, Step 10
4101300	8380	411306	Fiscal Specialist III	42	Range 42, Step 1	Range 42, Step 2	Range 42, Step 3	Range 42, Step 4	Range 42, Step 5	Range 42, Step 6	Range 42, Step 7	Range 42, Step 8	Range 42, Step 9	Range 42, Step 10
2216300	8114	225903	Grant Administrator	65	Range 65, Step 1	Range 65, Step 2	Range 65, Step 3	Range 65, Step 4	Range 65, Step 5	Range 65, Step 6	Range 65, Step 7	Range 65, Step 8	Range 65, Step 9	Range 65, Step 10
2311200	8211	231205	Human Resources Analyst	57	Range 57, Step 1	Range 57, Step 2	Range 57, Step 3	Range 57, Step 4	Range 57, Step 5	Range 57, Step 6	Range 57, Step 7	Range 57, Step 8	Range 57, Step 9	Range 57, Step 10
2311100	8210	231104	Human Resources Associate	51	Range 51, Step 1	Range 51, Step 2	Range 51, Step 3	Range 51, Step 4	Range 51, Step 5	Range 51, Step 6	Range 51, Step 7	Range 51, Step 8	Range 51, Step 9	Range 51, Step 10
2242200	8198	225203	Records and Information Systems Manager	61	Range 61, Step 1	Range 61, Step 2	Range 61, Step 3	Range 61, Step 4	Range 61, Step 5	Range 61, Step 6	Range 61, Step 7	Range 61, Step 8	Range 61, Step 9	Range 61, Step 10
4103100	8383	414102	Revenue Processor	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4401100	8076	441502	Sheriff Data Specialist	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
4402100	8077	441702	Sheriff Records Specialist	40	Range 40, Step 1	Range 40, Step 2	Range 40, Step 3	Range 40, Step 4	Range 40, Step 5	Range 40, Step 6	Range 40, Step 7	Range 40, Step 8	Range 40, Step 9	Range 40, Step 10
4400100	8405	441106	Technical Information Processing Specialist I	32	Range 32, Step 1	Range 32, Step 2	Range 32, Step 3	Range 32, Step 4	Range 32, Step 5	Range 32, Step 6	Range 32, Step 7	Range 32, Step 8	Range 32, Step 9	Range 32, Step 10
4400200	8406	441203	Technical Information Processing Specialist II	36	Range 36, Step 1	Range 36, Step 2	Range 36, Step 3	Range 36, Step 4	Range 36, Step 5	Range 36, Step 6	Range 36, Step 7	Range 36, Step 8	Range 36, Step 9	Range 36, Step 10
4400300	8407	441304	Technical Information Processing Specialist III	40	Range 40, Step 1	Range 40, Step 2	Range 40, Step 3	Range 40, Step 4	Range 40, Step 5	Range 40, Step 6	Range 40, Step 7	Range 40, Step 8	Range 40, Step 9	Range 40, Step 10

**Addendum A - Wages
Local 519, SEIU
Non-Commissioned Employees
SHERIFF'S OFFICE**

For the following classifications, progression to all steps above Step Two is on January 1.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6
7222300	8537	723601	Lead Photographer	54	Range 54, Step 1	Range 54, Step 2	Range 54, Step 4	Range 54, Step 6	Range 54, Step 8	Range 54, Step 10
7222200	8536	723501	Photographer	49	Range 49, Step 1	Range 49, Step 2	Range 49, Step 4	Range 49, Step 6	Range 49, Step 8	Range 49, Step 10
7222100	8535	723401	Photographer Technician	44	Range 44, Step 1	Range 44, Step 2	Range 44, Step 4	Range 44, Step 6	Range 44, Step 8	Range 44, Step 10
7226100	8955	724302	Photography Laboratory Supervisor	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 4	Range 58, Step 6	Range 58, Step 8	Range 58, Step 10
2441100	8242	243101	Project/Program Manager I	53	Range 53, Step 1	Range 53, Step 2	Range 53, Step 4	Range 53, Step 6	Range 53, Step 8	Range 53, Step 10
2441200	8243	243210	Project/Program Manager II	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 4	Range 58, Step 6	Range 58, Step 8	Range 58, Step 10
2441300	8244	243314	Project/Program Manager III	63	Range 63, Step 1	Range 63, Step 2	Range 63, Step 4	Range 63, Step 6	Range 63, Step 8	Range 63, Step 10

*For the following classifications, if hired before 1/1/02, step increase occurs on anniversary of hire date.
All others advance according to this wage grid.*

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 6 months	Step 2 for one year	Step 3 for one year	Step 4 for one year	Step 5 for one year	Step 6
5241100	8436	524301	Community Service Officer	44	Range 44, Step 1	Range 44, Step 2	Range 44, Step 4	Range 44, Step 6	Range 44, Step 8	Range 44, Step 10
5231200	8430	523201	Identification Supervisor	50	Range 50, Step 1	Range 50, Step 2	Range 50, Step 4	Range 50, Step 6	Range 50, Step 8	Range 50, Step 10
5231100	8429	523101	Identification Technician	45	Range 45, Step 1	Range 45, Step 2	Range 45, Step 4	Range 45, Step 6	Range 45, Step 8	Range 45, Step 10
5232100	8431	523301	Latent Print Examiner	55	Range 55, Step 1	Range 55, Step 2	Range 55, Step 4	Range 55, Step 6	Range 55, Step 8	Range 55, Step 10
5232200	8432	523401	Latent Print Examiner Supervisor	61	Range 61, Step 1	Range 61, Step 2	Range 61, Step 4	Range 61, Step 6	Range 61, Step 8	Range 61, Step 10
4110100	8990	415202	Police Data Technician	42	Range 42, Step 1	Range 42, Step 2	Range 42, Step 4	Range 42, Step 6	Range 42, Step 8	Range 42, Step 10
5233100	8433	523502	Polygraph Examiner	63	Range 63, Step 1	Range 63, Step 2	Range 63, Step 4	Range 63, Step 6	Range 63, Step 8	Range 63, Step 10

For the following classifications, progression to all steps above Step Two is on January 1.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6
5230100	8428	523601	Evidence Specialist	40	Range 40, Step 1	Range 40, Step 2	Range 40, Step 4	Range 40, Step 6	Range 40, Step 8	Range 40, Step 10

For the following classification, step increases are based on the date of hire.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 12 months	Step 2, for 12 months	Step 3
4110200	8991	415302	Police Data Unit Supervisor	50	Range 50, Step 6	Range 50, Step 8	Range 50, Step 10

Salary increases following first salary increase are on January 1, except that second salary increase skips a January 1 when first salary increase is between October 1 and December 31, inclusive.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 12 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7321200	8789	734807	Database Administrator - Journey	62	Range 62, Step 1	Range 62, Step 2	Range 62, Step 3	Range 62, Step 4	Range 62, Step 5	Range 62, Step 6	Range 62, Step 7	Range 62, Step 8	Range 62, Step 9	Range 62, Step 10
7310200	8591	731007	Desktop Support Specialist - Journey	51	Range 51, Step 1	Range 51, Step 2	Range 51, Step 3	Range 51, Step 4	Range 51, Step 5	Range 51, Step 6	Range 51, Step 7	Range 51, Step 8	Range 51, Step 9	Range 51, Step 10
7331100	8958	736307	IT Project Manager I	67	Range 67, Step 1	Range 67, Step 2	Range 67, Step 3	Range 67, Step 4	Range 67, Step 5	Range 67, Step 6	Range 67, Step 7	Range 67, Step 8	Range 67, Step 9	Range 67, Step 10
7331200	8959	736407	IT Project Manager II	72	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10
7311200	8607	731707	LAN Administrator - Journey	56	Range 56, Step 1	Range 56, Step 2	Range 56, Step 3	Range 56, Step 4	Range 56, Step 5	Range 56, Step 6	Range 56, Step 7	Range 56, Step 8	Range 56, Step 9	Range 56, Step 10
7311300	8648	731807	LAN Administrator - Senior	61	Range 61, Step 1	Range 61, Step 2	Range 61, Step 3	Range 61, Step 4	Range 61, Step 5	Range 61, Step 6	Range 61, Step 7	Range 61, Step 8	Range 61, Step 9	Range 61, Step 10
7311400	8686	731907	LAN Administrator - Master	66	Range 66, Step 1	Range 66, Step 2	Range 66, Step 3	Range 66, Step 4	Range 66, Step 5	Range 66, Step 6	Range 66, Step 7	Range 66, Step 8	Range 66, Step 9	Range 66, Step 10

Continued: Salary increases following first salary increase are on January 1, except that second salary increase skips a January 1 when first salary increase is between October 1 and December 31, inclusive.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1, for 12 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7332100	8073	736602	IT Supervisor I	72	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10
1402100	8905	140302	Forensics Operations Manager	65	Range 65, Step 1	Range 65, Step 2	Range 65, Step 3	Range 65, Step 4	Range 65, Step 5	Range 65, Step 6	Range 65, Step 7	Range 65, Step 8	Range 65, Step 9	Range 65, Step 10
1401100	8904	140202	Identifications Unit Operations Manager	65	Range 65, Step 1	Range 65, Step 2	Range 65, Step 3	Range 65, Step 4	Range 65, Step 5	Range 65, Step 6	Range 65, Step 7	Range 65, Step 8	Range 65, Step 9	Range 65, Step 10
7334100	8074	736902	Research and Tech Supervisor	72	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10

Non-Commissioned Employees
DEPARTMENT OF ADULT AND JUVENILE DETENTION

For the following classifications, progression to all steps above Step Two is on January 1.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4201100	8386	421213	Administrative Specialist I	33	Range 33, Step 1	Range 33, Step 2	Range 33, Step 3	Range 33, Step 4	Range 33, Step 5	Range 33, Step 6	Range 33, Step 7	Range 33, Step 8	Range 33, Step 9	Range 33, Step 10
4201200	8387	421317	Administrative Specialist II	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4201300	8388	421409	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
5215100	8422	521501	Community Corrections Caseworker	54	Range 54, Step 1	Range 54, Step 2	Range 54, Step 3	Range 54, Step 4	Range 54, Step 5	Range 54, Step 6	Range 54, Step 7	Range 54, Step 8	Range 54, Step 9	Range 54, Step 10
5211000	8899	521502	Corrections Technician	35	Range 35, Step 1	Range 35, Step 2	Range 35, Step 3	Range 35, Step 4	Range 35, Step 5	Range 35, Step 6	Range 35, Step 7	Range 35, Step 8	Range 35, Step 9	Range 35, Step 10
4101100	8378	411108	Fiscal Specialist I	34	Range 34, Step 1	Range 34, Step 2	Range 34, Step 3	Range 34, Step 4	Range 34, Step 5	Range 34, Step 6	Range 34, Step 7	Range 34, Step 8	Range 34, Step 9	Range 34, Step 10
4101200	8379	411211	Fiscal Specialist II	38	Range 38, Step 1	Range 38, Step 2	Range 38, Step 3	Range 38, Step 4	Range 38, Step 5	Range 38, Step 6	Range 38, Step 7	Range 38, Step 8	Range 38, Step 9	Range 38, Step 10
4101300	8380	411306	Fiscal Specialist III	42	Range 42, Step 1	Range 42, Step 2	Range 42, Step 3	Range 42, Step 4	Range 42, Step 5	Range 42, Step 6	Range 42, Step 7	Range 42, Step 8	Range 42, Step 9	Range 42, Step 10
5218100	8691	523001	Community Work Program Crew Supervisor	43	Range 43, Step 1	Range 43, Step 2	Range 43, Step 3	Range 43, Step 4	Range 43, Step 5	Range 43, Step 6	Range 43, Step 7	Range 43, Step 8	Range 43, Step 9	Range 43, Step 10

Non-Commissioned Employees
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

For the following classifications, progression to all steps above Step Two is on January 1.

Job Class Code	MSA Class Code	People Soft Code	Classification	Squared Table Range	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4201100	8386	421213	Administrative Specialist I	33	Range 33, Step 1	Range 33, Step 2	Range 33, Step 3	Range 33, Step 4	Range 33, Step 5	Range 33, Step 6	Range 33, Step 7	Range 33, Step 8	Range 33, Step 9	Range 33, Step 10
4201200	8387	421317	Administrative Specialist II	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4201300	8388	421409	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
4201400	8389	421507	Administrative Specialist IV	46	Range 46, Step 1	Range 46, Step 2	Range 46, Step 3	Range 46, Step 4	Range 46, Step 5	Range 46, Step 6	Range 46, Step 7	Range 46, Step 8	Range 46, Step 9	Range 46, Step 10
3120100	8317	313201	Chemical Dependency Counselor	45	Range 45, Step 1	Range 45, Step 2	Range 45, Step 3	Range 45, Step 4	Range 45, Step 5	Range 45, Step 6	Range 45, Step 7	Range 45, Step 8	Range 45, Step 9	Range 45, Step 10
4101100	8378	411108	Fiscal Specialist I	34	Range 34, Step 1	Range 34, Step 2	Range 34, Step 3	Range 34, Step 4	Range 34, Step 5	Range 34, Step 6	Range 34, Step 7	Range 34, Step 8	Range 34, Step 9	Range 34, Step 10
4101200	8379	411211	Fiscal Specialist II	38	Range 38, Step 1	Range 38, Step 2	Range 38, Step 3	Range 38, Step 4	Range 38, Step 5	Range 38, Step 6	Range 38, Step 7	Range 38, Step 8	Range 38, Step 9	Range 38, Step 10
3116100	8315	312306	Social Worker	52	Range 52, Step 1	Range 52, Step 2	Range 52, Step 3	Range 52, Step 4	Range 52, Step 5	Range 52, Step 6	Range 52, Step 7	Range 52, Step 8	Range 52, Step 9	Range 52, Step 10

ADDENDUM A (Continued from Wage)
Memorandum of Understanding
Between
King County
And
Service Employees International Union
Public Safety Employees, Local 519
Regarding
Step Progression

Step Progression:

1. All step increases are based upon satisfactory performance during previous service.
2. Step Progression: Employees in the departments covered by this collective bargaining agreement who start at Step 1, shall automatically (consistent with other provisions of this collective bargaining agreement and the wage chart attached) advance from Step 1 to Step 2 upon completion of 6 months of service regardless of the length of probation. Except that a) KCSO Data Technician supervisors shall advance to Step two (2) after one (1) year, and b) where the attached wage chart differs from this section, the wage chart prevails.

Thereafter, the employee will receive a step increase according to the wage addendum until they have reached the top step of their range. Each department covered by this collective bargaining agreement has the right to place employees on probation for a period of up to one year.

3. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department.
4. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be

provided; such facts shall include time, place and frequency of unacceptable performance.

5. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.

6. Temporaries: Term Limited Temporary Employees shall also automatically advance through the Steps of their salary range, but do not pass probation, and are not subject to a just cause requirement. True temporaries shall not receive step increases.

APPROVED this _____ day of _____, 2006

By _____
King County Executive

Dustin Frederick
Business Manager
Service Employees International Union, Local 519

ADDENDUM B
DEFINITIONS

For the purpose of this Agreement, the following definitions will apply:

1. Immediate Family:

“Immediate Family” as defined in King County's Family and Medical Leave Ordinance # 13377, means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner.

2. Party:

One of two parties to this collective bargaining agreement, King County or Service Employees International Union, Public Safety Employees, Local 519.

3. Human Resources Manager:

“Human Resources Manager” means the Manager of the Human Resources Division of the Department of Executive Services.

4. Regular Full-Time Position:

“Regular Full-Time Position” means a regular position which has an established work schedule of not less than thirty-five (35) hours per week in those work units in which a thirty-five (35) hour week is standard, or of not less than forty (40) hours per week in those work units in which a forty (40) hour week is standard.

5. Regular Part-Time Position:

“Regular Part-Time Position” means a regular position in which the part-time regular employee is employed for at least nine hundred and ten (910) hours but less than a full time basis in a calendar year in a work unit in which a thirty-five (35) hour week is standard or for at least one thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which a forty hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40), the Director, in consultation with the Department, is responsible for determining what hour threshold will apply.

6. Temporary Position:

“Temporary Position” means a position which is not a regular position as defined in this Addendum and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this Addendum and short-term (normally less than six months) temporary positions in which a temporary employee works less than nine hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35) hour work week is standard or less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the Director, in consultation with the department, is responsible for determining what hour threshold will apply.

7. Temporary Employee:

“Temporary employee” means an employee employed in a temporary position and, in addition, includes an employee serving a probationary period or under provisional appointment. Under Section 550 of the charter, temporary employees are not members of the career service.

8. Term-Limited Temporary Position:

“Term-Limited Temporary Position” means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-routine, substantial body of work, for a period greater than six months.

9. Term-Limited Temporary Employee:

“Term-Limited Temporary Employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service.

Term-limited temporary employees may not be employed in term-limited temporary positions longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

ADDENDUM C

FAMILY MEDICAL LEAVE

King County Code

3.12.010 - 3.12.223 PERSONNEL

3.12.010 Definitions. All words shall have their ordinary and usual meanings except those defined in this section which shall have, in addition, the following meanings. In the event of conflict, the specific definitions set forth in this section shall presumptively, but not conclusively, prevail.

.... **H.** "Child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of an employee standing in loco parentis to the child, who is:

1. Under eighteen years of age; or
2. Eighteen years of age or older and incapable of self care because of a mental or physical disability

.... **CC.** "Immediate family" means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner.

....
3.12.220 Sick leave and time off for medical and family reasons:

A. Except for employees covered by K.C.C. 3.12.220G, employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.

C. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the appointing authority.

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

E. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for nondisciplinary medical reason or be laid off, and return to county employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in term-limited temporary position.

F. Except employees covered by K.C.C. 3.12.220G, employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings. This provision is predicated on

the requirement that, except with the written approval of the executive, the position, if vacated by a non-represented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout.

G. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for disability retirement under RCW 41.26.120.

H. An employee must use all of his or her accrued sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority. Sick leave shall be used for the following reasons:

1. The employee's bona fide illness, but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;
2. The employee's incapacitating injury, but:
 - a. an employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;
 - b. an employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the safety and workers' compensation program office in writing at the beginning of the leave;
 - c. an employee may not collect sick leave and workers' compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the county;
3. The employee's exposure to contagious diseases and resulting quarantine;
4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;
5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;
6. To care for the employee's child as defined in this chapter if the child has an illness or health condition which requires treatment or supervision from the employee; or
7. To care for other family members, if:
 - a. the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five-hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;
 - b. the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and
 - c. the reason for the leave is one of the following:

(1) the birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;

(2) the care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

(3) care of a family member who suffers from a serious health condition.

I. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in K.C.C. 3.12.220H.6 and K.C.C. 3.12.220H.7, combined, within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority;

2. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or a family member of the employee; and

3. If an employee requests intermittent leave or leave on a reduced leave schedule under K.C.C. 3.12.220I.2 that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

J. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

K. The county shall continue its contribution toward health care benefits during any unpaid leave taken under K.C.C. 3.12.220I.

L. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

M. An employee who returns from unpaid family or medical leave within the time provided in this ordinance section is entitled, subject to bona fide layoff provisions, to:

1.a. the same position he or she held when the leave commenced; or

b. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

2. The same seniority accrued before the date on which the leave commenced.

N. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from county service. (Ord. 13377 § 3, 1998: Ord. 12943 § 7, 1997: Ord. 12422 § 2, 1996: Ord. 12014 § 21, 1995).

Memorandum of Understanding
Between
King County
And
Service Employees International Union
Public Safety Employees, Local 519
concerning
Non-commissioned Employees in the Sheriff's Office
and
Out-of-Class Work

The parties, Service Employees International Union, Public Safety Employees, Local 519 (Local 519) represented by Dustin Frederick, and King County represented by Deborah Bellam agree that Article 7 Section 5 of the collective bargaining agreement covering the Local 519 non-commissioned bargaining unit will be interpreted, as follows, when applied to the Sheriff's Office:

1. King County retains the right (as negotiated between the parties) to transfer or assign employees to higher classifications and equal classifications, as long as the conditions of Article 7 Section 5 are met.
2. Whether an out-of-class assignment is defined as an assignment to a higher, lower or lateral classification depends solely on the pay for those classifications.
3. King County also retains the right (as negotiated between the parties) to transfer or assign employees to lower classifications as long as the following conditions are met:
 - a. An employee so assigned shall continue to be paid according to the wage scale assigned to his/her regular classification for the duration of the lower classification assignment.
 - b. The Department is responsible for seeing that all employees are adequately trained and are qualified to perform the work they are required to perform.
 - c. The Department recognizes that there is a limit as to the number of job duties one employee can perform satisfactorily in a given period of time. It is not the intent of the Department to require one employee to complete each and every duty of two full-time jobs at onetime. When an employee is asked to temporarily perform the duties of another classification both the department and the employee have the duty to keep the other informed of work assignment priorities and completion dates.
 - d. When out-of-class work is available due to the absence of a regular employee or some other reason, the precinct will notify employees (through a posting at the precinct where

the work is located, or posting in the G.I.B., or through any other forum the department selects), and will consider employees who volunteer for this assignment. If the Department determines that there are no qualified volunteers available, the Department will select another qualified employee.

e. Employees who are assigned to do lower class work will be assigned on a temporary basis, and shall not be used to permanently supplant employees in the lower classifications. Thus, such assignments will generally be of short duration, limited to no more than three (3) consecutive months per employee per instance, unless both King County and the Union agree to extend this time period in a particular case.

f. The parties recognize that some employees wish to work out of class and some employees do not. The parties, through this agreement, have attempted to meet the concerns of employees, and the needs of the Department for adequate staffing and flexibility. The parties also recognize King County Civil Service Rules 5.10 and 5.11 and expressly waive these requirements insofar as they conflict with the collective bargaining agreement and this agreement.

4. The terms of this agreement are effective from January 1, 2006 through December 31, 2008.

APPROVED this _____ day of _____, 2006

By _____
King County Executive

Dustin Frederick
Business Manager
Service Employees International Union,
Public Safety Employees, Local 519

Memorandum of Understanding
Between
King County
And
Service Employees International Union
Public Safety Employees, Local 519
Representing Non-Commissioned Bargaining Unit
Concerning
Clerical Work and King County Sheriff's Office Contract Cities

The parties, King County (the "County") represented by Deborah Bellam and Service Employees International Union, Public Safety Employees, Local 519 ("Local 519" or "the Union") represented by Dustin Frederick, have negotiated in good faith the issue of clerical work in King County Sheriff's Office contract cities. King County understands and appreciates the fact that Local 519 members have historically been responsible for performing the clerical work in the KCSO. The county does not wish to change that. Local 519 understands and appreciates the fact that a significant percentage of KCSO work involves contract cities, and the Union recognizes that it is in the best interest of all parties to maintain some flexibility in the assignment of work so that the contracting relationship continues to be a positive relationship for all parties. Thus, the County and Local 519 have agreed to the following:

1. The County agrees that Local 519 members shall continue to be the employees responsible for KCSO (police related) clerical work for the KCSO contract cities. Each contract city will be served by either a full time dedicated KCSO Local 519 employee or a precinct-based pool of KCSO Local 519 employees, based on the service model selected by the city under the terms of the inter-local agreement to perform such duties.
2. The Union understands and agrees that a contract city that wishes to supplement the work that Local 519-represented administrative support employees perform, by hiring city employees to assist with and perform clerical work, may do so.
3. This Agreement constitutes the full and final agreement on the above-referenced matter, and shall be in effect from the date of the last signature below through December 31, 2008.

Signed: This _____ day of _____, 2006.

On behalf of King County:

Deborah Bellam, Esq.
 Labor Negotiator
 King County Labor Relations

On behalf of SEIU, PSE, Local 519:

Dustin Frederick
 Business Manager
 Service Employees International Union,
 Public Safety Employees, Local 519