



# King County

## Metropolitan King County Council Law, Justice, Health, and Human Services Committee

### STAFF REPORT

<b>Agenda Item No.:</b>	8	<b>Date:</b>	12 March 2013
<b>Proposed No.:</b>	2013-0125	<b>Prepared by:</b>	Nick Wagner

### **SUBJECT**

An ordinance approving a collective bargaining agreement covering about 46 employees in the Department of Judicial Administration.

### **SUMMARY**

Proposed Ordinance 2013-0125 (Att. 1) would approve a collective bargaining agreement (CBA) between King County and the Public Safety Employees Union. The CBA (Att. 1-A) covers about 46 employees in the Department of Judicial Administration.

#### **1. Term of the CBA**

The CBA covers the four-year period from 1 January 2012 through 31 December 2015. (CBA Article 22: Att. 1-A, p. 28)

#### **2. The Bargaining Unit**

As described in the Executive's transmittal letter (Att. 4), the employees who make up this bargaining unit are responsible for providing support for Superior Court's document processing requirements and legal administration.

### **CHANGED CONTRACT PROVISIONS**

The most notable changes in the proposed new CBA are described below.

#### **1. COLAs for 2012-2014**

Section 10.2 of the CBA (Att. 1-A, p.18) provides that this bargaining unit receives the same COLAs for the years 2012 through 2014 as the vast majority of the County's represented employees:

<b>Year</b>	<b>COLA Formula</b>	<b>COLA<sup>1</sup></b>
<b>2012</b>	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>2</sup> with 0% floor and no ceiling	1.63%

<sup>1</sup> The COLA percentages are based on the Fiscal Note (Att. 5). The percentage listed for 2014 is based on a projection by the County's Office of Economic and Financial Analysis.

Year	COLA Formula	COLA <sup>1</sup>
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

The fiscal impact of the COLAs is described in the Fiscal Note (Att. 5), which is summarized in the table on page 3 of this staff report. The COLA for 2012 has already been paid, since it was required pursuant to a 2010 memorandum of agreement (MOA) (Att. 1-B).

The 2010 MOA also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the county has agreed to with the vast majority of the county's represented employees.

## 2. COLA reopener for 2015

Section 10.2 of the CBA (Att. 1-A, p. 15) provides that whether this bargaining unit will receive a COLA for 2015 will be subject to future negotiation by the parties.

## 3. No pay range changes

The CBA makes no changes in the pay ranges of the covered employees.

## 4. Reduction-in-force process

Article 13 of the CBA (Att. 1-A, pp. 17-18), which describes the process for reductions in force, has been extensively revised. The most significant change is that layoffs will be based entirely on reverse departmental seniority, rather than on management discretion in light of employees' knowledge, skills, abilities, performance appraisals, and attendance. (§ 13.1: Att. 1-A, p. 17) Seniority is defined as length of service in the Department of Judicial Administration. (§ 14.1(A): Att. 1-A, p. 18)

Section 13.3 (Att. 1-A, p. 17) allows an employee who otherwise would be laid off to bump a less senior employee under certain circumstances, provided that the bumping employee meets the minimum qualifications to perform the work in the specific position into which he or she is bumping.

## 5. Incentive to use low amounts of sick leave

Section 8.16 (Att. 1-A, p. 13) has been revised to allow employees who use up to 32 hours of sick leave or less per year (rather than up to 28 hours or less) to convert a specified number of sick leave hours to vacation hours.

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<sup>2</sup> More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

## **6. Standardization of pay practices**

Section 17.15 of the CBA (Att. 1-A, p. 25) affirms the County's right to implement a common biweekly payroll system and to standardize pay practices and Fair Labor Standards Act work weeks. The parties agree to negotiate changes to these standardized pay practices to the extent required by law.

### **FISCAL IMPACT**

The fiscal impact of the CBA is detailed in the Fiscal Note (Att. 5) and is summarized in the table below.

	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Increase over previous year</b>	\$41,737	\$80,411	\$53,654
<b>Cumulative increase over 2011</b>	\$41,737	\$122,148	\$175,802

The fiscal impact of the CBA is attributable entirely to the COLAs. The 2012 COLA has already been paid, since it was provided for in the 2010 MOA on COLAs.

### **CONSISTENCY WITH LABOR POLICIES**

The proposed CBA appears to be consistent with the County's labor policies.

### **LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Att. 4: Transmittal letter)

### **INVITED**

Lance King, Labor Negotiator, Office of Labor Relations  
Dustin Frederick, Business Manager, Public Safety Employees Union

### **ATTACHMENTS**

1. Proposed Ordinance 2013-0075
  - Att. A (Collective Bargaining Agreement)
  - Att. B (Addendum C: MOA re. COLAs)
  - Att. C (Addendum B: MOA re. bi-weekly pay)
2. Checklist and Summary of Changes
3. Contract Summary
4. Transmittal letter
5. Fiscal Note

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**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 5, 2013**

**Ordinance**

**Proposed No.** 2013-0125.1

**Sponsors** Lambert

1                   AN ORDINANCE approving and adopting the collective  
2                   bargaining agreement negotiated by and between King  
3                   County and Public Safety Employees Union (Legal  
4                   Administrative Specialists) representing employees in the  
5                   department of judicial administration; and establishing the  
6                   effective date of said agreement.

7                   BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8                   SECTION 1. The collective bargaining agreement negotiated by and between  
9                   King County and Public Safety Employees Union (Legal Administrative Specialists)  
10                  representing employees in the department of judicial administration and attached hereto  
11                  is hereby approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective from  
13 January 1, 2012, through and including December 31, 2015.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Agreement, B. Addendum C, C. Addendum B

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

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CRISIS





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

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

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

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

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

1           **Section 2.5.** The County will require all new employees hired into a position included in the  
2 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive  
3 recognition. (One copy of the form will be retained by the County, one by the employee and the  
4 original sent to the Union.) The County will notify the Union of any employee leaving the  
5 bargaining unit because of termination, layoff, leave of absence or dismissal.

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

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

11 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

28                   D. Establish reasonable work rules; assign the hours of work; assign Employees to

1 shifts and days off; and assign work daily, including work belonging to different positions than  
2 regularly assigned as well as assigning a member of this bargaining unit's work to a non-bargaining  
3 unit employee, to ensure effective cross-training of staff, which will ensure the needed flexibility for  
4 Judicial Administration to meet its operational needs;

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

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

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

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

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

2 **Section 5.1.** The standard workweek shall consist of five (5) consecutive standard work days  
3 of eight (8) hours each and forty (40) hours per week exclusive of lunch period and shall normally be  
4 scheduled Monday through Friday except for bargaining unit members who are grandfathered to a  
5 thirty-five (35) hour a week schedule. However, the determination of work schedules and work  
6 assignments is vested solely with management.

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

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

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

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

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

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

27 **Section 5.8.** If Superior Court is closed because of inclement weather, employees who are  
28 telecommuting are expected to work their normal schedule to the extent work has been scanned and

1 indexed into the employee's assigned work queue or general docketing, and provided supervision and  
2 technical support are available by phone. The employee may use vacation leave if not desirous of  
3 working.

4 **ARTICLE 6: VACATIONS**

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

<b>Full Years of Service</b>	<b>Annual Leave in Days</b>
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

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

1           **Section 6.2.** Regular employees may accrue up to sixty (60) days vacation leave. Part-time  
2 regular employees and temporary employees who are employed at least half-time and who are  
3 eligible to receive vacation and sick leave may accrue vacation leave up to sixty (60) days prorated to  
4 reflect their normally scheduled workweek.

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

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

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

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

16           **Section 6.7.** Employees may accrue additional vacation beyond the maximum specified  
17 herein when, as a result of cyclical workloads or work assignments, accrued vacation will be lost.  
18 Otherwise employees shall use or forfeit the excess accrual prior to December 31 of the year in which  
19 the excess was accrued.

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

26 **ARTICLE 7: ATTENDANCE**

27           The Union and the Employer agree that employees' attendance should be regular and reliable.  
28 Therefore, employees should maintain their regular work schedule without late arrivals, unauthorized

1 leave without pay, unauthorized leave, and no shows or otherwise seek the appropriate approvals for  
2 an absence as defined in the policy entitled Attendance Rules and Procedure for Non-Represented,  
3 FLSA-Covered Employees.

4 **ARTICLE 8: SICK LEAVE**

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

14 **Section 8.2. Accrual.** Every regular full-time and regular part-time employee shall accrue  
15 sick leave benefits at a rate equal to .04616 for each hour in pay status exclusive of overtime.

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

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

1 with Section 8.13 of this Article.

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

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

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

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

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

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

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

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

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



1 accumulated sick leave. All payments shall be based on the employee's base rate.

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

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

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

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

22       **Section 8.13. Family Care.**

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

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

1                   **C. Family Care Leave.**

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

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

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

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

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

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

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

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

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

1 a “serious health condition” or an “emergency condition.”

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

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

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

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

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

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

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

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

1           **B.** Management shall accept or deny the employee's request within twenty-four (24)  
2 hours of its submittal. Management retains the right to deny the request due to staffing concerns.

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

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

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

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

16

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

17  
18  
19  
20  
21

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

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

1           **Section 8.18. Transferring and Donating Vacation and Sick Leave.** Employees may  
2 transfer vacation hours and donate sick leave hours pursuant to King County Code Section 3.12.223  
3 as it currently exists or is amended by County Council by ordinance.

4           **ARTICLE 9: HOLIDAYS**

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

7

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

18

19 and any designated by public proclamation of the chief executive of the state as a legal holiday. In  
20 addition, each employee shall receive two (2) additional personal holidays. These days shall be  
21 administered through the vacation plan. One (1) day shall accrue as of the first of October and the  
22 second day shall accrue as of the first of November of each year. Employees will be able to use these  
23 days in the same manner as they use vacation days earned.

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

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

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

1 addition to the regular holiday pay.

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

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

7 **ARTICLE 10: WAGE RATES**

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

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

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

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

17 **Section 10.2. Cost of Living Adjustments.** The squared table will be adjusted upwards each  
18 year to reflect the Cost-of-Living ("COLA") increases for 2012, 2013 and 2014 in accordance with  
19 the provisions of the COLA Memorandum of Agreement between King County and PSEU  
20 Addressing the 2011 Budget Crisis, attached as Addendum C.

21 In 2014, the parties agree to open negotiations and bargain the subject of the 2015 COLA.

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

1 job.

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

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

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

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

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

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

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

23           **Section 12.1.**

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

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

1 of the higher range.

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

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

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

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

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

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

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

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

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



1 laid off last will be rehired first.

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

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

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

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

11          C. Failure to report to work;

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

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

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

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

23 **ARTICLE 14: SENIORITY**

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

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

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

28           C. In the event that two (2) employees have the same seniority, then performance, as

1 determined by the most recent performance evaluation, shall determine the order of layoff.

2 **Section 14.2.**

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

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

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

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

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

14 **ARTICLE 15: EMPLOYEE RIGHTS**

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

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

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

1 Use Memorandum of Understanding.

2 **ARTICLE 16: GRIEVANCE PROCEDURE**

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

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

9 **Section 16.1. Definition.**

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

13 **Section 16.2. Procedure.**

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

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

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

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

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

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

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

28 In the event that the parties are unable to agree upon an arbitrator then the arbitrator shall be

1 selected from a panel of seven (7) arbitrators furnished by PERC, Federal Mediation and Conciliation  
2 Service (FMCS), or another agency to which the parties mutually agree. The arbitrator will be  
3 selected from the list by both the County representative and the Union each alternately striking a  
4 name from the list until only one (1) name remains. The arbitrator shall be asked to render a decision  
5 promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

27 **Section 16.5.** If employees have access to multiple procedures for adjudicating grievances,  
28 then selection by the employee of one procedure will preclude access to other procedures; selection is

1 to be made no later than at the conclusion of Step 3 of this grievance procedure.

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

8 **ARTICLE 17: MISCELLANEOUS**

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

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

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

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

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

28           **Section 17.6.** Unsuccessful bargaining unit applicants for transfer, training, and/or promotion

1 within the bargaining unit will be verbally provided with the reasons for the decision at the request of  
2 the employee. Such decisions shall not be a subject for grievance under Article 16: Grievance  
3 Procedure.

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

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

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

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

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

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

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

1 limited to; meeting production goals, the equitable distribution of work, and changes in section work  
2 loads.

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

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

10 **ARTICLE 18: UNION REPRESENTATION**

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

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

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

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

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



1 collective bargaining or in the free exercise of any other right under RCW 41.56.

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

6 **ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

1 members to immediately cease engaging in such work stoppage and provide the County with a copy  
2 of such order. In addition, if requested by the County, a responsible official of the Union shall  
3 publicly order such employees to cease engaging in such a work stoppage.

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

6 A. Discharge.

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

8 **ARTICLE 21: SAVINGS CLAUSE**

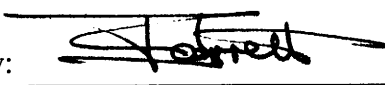
9 Should any part hereof or any provision herein contained be rendered or declared invalid by  
10 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
11 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate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

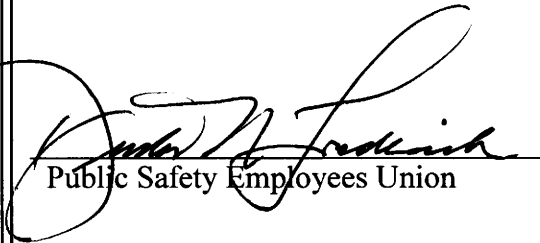
1 **ARTICLE 22: DURATION**

2 This Agreement shall become effective when ratified by the parties, and covers the period  
3 January 1, 2012 through December 31, 2015. 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.

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APPROVED this 1 day of March, 2013.

By:   
King County Executive

 1/24/13  
Public Safety Employees Union

2  
3 PUBLIC SAFETY EMPLOYEES UNION  
4 LEGAL ADMINISTRATIVE SPECIALISTS

5 ADDENDUM A

6  
7 King County 10 Step Hourly Squared Schedule

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
4203100	423103	Legal Administrative Specialist I	33
4203200	423203	Legal Administrative Specialist II	37
4203300	423303	Legal Administrative Specialist III	41
<b>* All salary ranges are on the King County "Squared" Salary Schedule</b>			

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

## ADDENDUM C

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
PUBLIC SAFETY EMPLOYEES UNION  
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Public Safety Employees Union - Legal Administrative Specialists - Department of Judicial Administration

cba Code	Union	Contract
021	PSEU	Legal Administrative Specialists - Department of Judicial Administration

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Public Safety Employees Union agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

**A. 2012 COLA**

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

## ADDENDUM C

### **B. 2013 COLA**

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

### **C. 2014 COLA**

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

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

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

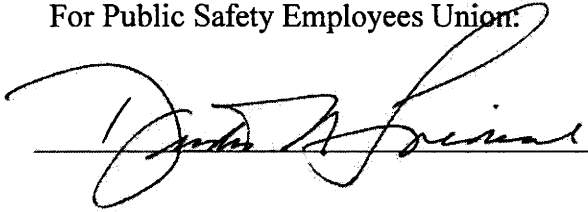
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

**ADDENDUM C**

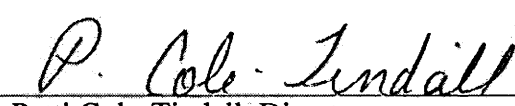
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Public Safety Employees Union:

  
\_\_\_\_\_

*DT*  
11/15/10  
Date

For King County:

  
\_\_\_\_\_

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

11-5-10  
Date

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**ADDENDUM B****Memorandum of Agreement****By and Between****King County****and****Public Safety Employees Union****Legal Administrative Specialists - Department of Judicial Administration****Subject: Transition to Biweekly Pay**

This Memorandum of Agreement is entered into by Public Safety Employees Union (the "Union") and King County (the "County").

1. The County provided timely notice to the Union of its intent to implement a biweekly payroll schedule for employees represented by the Union who are currently paid on a semi-monthly schedule.
2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Union. The affected employees are members of Public Safety Employees Union.
3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.
4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.
5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

**ADDENDUM B**

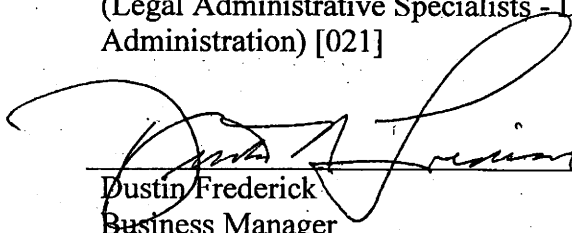
6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

8. The Union acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

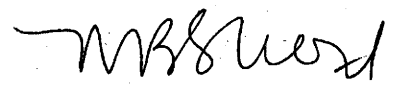
Upon complete execution of this agreement by all parties, it shall be effective through December 31, 2012.

For Public Safety Employees Union:  
(Legal Administrative Specialists - Department of Judicial Administration) [021]

  
\_\_\_\_\_  
Dustin Frederick  
Business Manager

6/4/09  
Date

For King County:

  
\_\_\_\_\_  
Mary Beth Short  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

6/4/09  
Date



King County

## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Public Safety Employees Union (Legal Administrative Specialists - Department of Judicial Administration)</b>
<b>Labor Negotiator</b>
<b>Lance King</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Legislative Review Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. This collective bargaining agreement (cba) now includes standard King County language that provides for seniority-based reductions-in-force.
2. Language stating that, at the County's request, the parties will meet and bargain contract standardization has been added.
3. This cba contains a reopener clause to discuss any cost-of-living increase for 2015.
4. Updated language regarding conversion of sick leave hours to vacation hours accrual.
5.
6.

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**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Public Safety Employees Union (Legal Administrative Specialists - Department of Judicial Administration)

**TERM OF CONTRACT:** January 1, 2012, through December 31, 2015

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Employees covered by this agreement work in the King County Superior Court, Department of Judicial Services, providing support to the Court's document processing requirements and providing legal administrative support.

**NEGOTIATOR:** Lance King

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	This collective bargaining agreement includes standard King County language that provides for seniority-based reduction-in-force.
➤ <b>INTEREST-BASED BARGAINING:</b>	Interest-based bargaining principles were used to bargain this collective bargaining agreement.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	This collective bargaining agreement contains a comprehensive anti-discrimination provision.
➤ <b>CONTRACTING OUT OF WORK:</b>	This collective bargaining agreement contains no language regarding contracting out work.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	This bargaining unit has a Labor/Management Committee.
➤ <b>MEDIATION:</b>	The parties may request mediation for the purpose of resolving disputes.
➤ <b>CONTRACT CONSOLIDATION:</b>	Not applicable.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	This bargaining unit is part of the Joint Labor Management Insurance Committee for purposes of bargaining benefits.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties were diligent to negotiate this contract as expeditiously as possible.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	This collective bargaining agreement is consistent with County policy on the use of temporary and part-time employees.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:**

**Public Safety Employees Union (Legal Administrative  
Specialists - Department of Judicial Administration)**

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Employees covered by this collective bargaining agreement are paid on a biweekly pay system.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	These employees are not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	This collective bargaining agreement's no strike provision is consistent with standard provisions in other County contracts.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	This collective bargaining agreement provides standard King County leave benefits.
➤ <b>HOURS OF WORK:</b>	The standard workweek is Monday through Friday, eight hours per day and forty hours per week.
➤ <b>PERFORMANCE EVALUATIONS:</b>	This collective bargaining agreement provides for regular performance evaluations.

February 12, 2013

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide Superior Court document processing and legal administrative support. The enclosed ordinance, if approved, will ratify the Public Safety Employees Union (Legal Administrative Specialists) collective bargaining agreement for the period of January 1, 2012, through December 31, 2015. This agreement covers 46 employees in the Department of Judicial Administration.

Employees under this contract are responsible for providing support for Superior Court's document processing requirements and the Court's legal administration. These employees are highly valued as their work benefits the public by enabling Superior Court's administrative functions to run smoothly and professionally.

This agreement contains improvements in efficiency, accountability, and productivity for the County, including new language stating that at the County's request, the parties will meet and bargain contract standardization. Contract standardization furthers the County's Strategic Plan by making collective bargaining agreements more uniform, which eases the burden of administering the large number of County collective bargaining agreements.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help King County residents with an efficient court system.

The Honorable Larry Gossett

February 12, 2013

Page 2

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations





# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	Public Safety Employees Union (Legal Administrative Specialists - Department of Judicial Administration)	
<b>Effective Date:</b>	Four year contract 1/1/2012 – 12/31/2015	
<b>Affected Agency and/or Agencies:</b>	Judicial Administration	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004
<b>Department Sign Off:</b>	Teresa Bailey, Deputy Director, Judicial Administration	<b>Phone:</b> 296-7844
<b>Note Reviewed by: Supplemental Required?</b>	Andrew Bauck, Budget Analyst	<b>Phone:</b> 263-9771
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2012*	2013	2014
General Revenue	10	DJA	\$ 39,841	\$ 76,757	\$ 51,216
MIDD	1135	DJA	\$ 950	\$ 1,830	\$ 1,221
Grants Fund	2140	DJA	\$ 946	\$ 1,824	\$ 1,217
<b>TOTAL: Increase FM previous year</b>			<b>\$ 41,737</b>	<b>\$ 80,411</b>	<b>\$ 53,654</b>
<b>TOTAL: Cumulative</b>			<b>\$ 41,737</b>	<b>\$ 122,148</b>	<b>\$ 175,802</b>

## EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2011 Base	2012*	2013	2014
Salaries			\$ 2,224,480	\$ 36,259	\$ 69,857	\$ 46,612
OT			\$ 4,424	\$ 72	\$ 139	\$ 93
PERS & FICA			\$ 331,661	\$ 5,406	\$ 10,415	\$ 6,950
<b>TOTAL</b>			<b>\$ 2,560,565</b>			
<b>TOTAL: Increase FM previous year</b>				<b>\$ 41,737</b>	<b>\$ 80,411</b>	<b>\$ 53,654</b>
<b>TOTAL: Cumulative</b>				<b>\$ 41,737</b>	<b>\$ 122,148</b>	<b>\$ 175,802</b>

## ASSUMPTIONS:

<b>Assumptions used in estimating expenditure include:</b>	
1. Contract Period(s):	Four year contract from 1/1/2012 – 12/31/2015
2. Wage Adjustments & Effective Dates:	
COLA:	1.63% for 2012, 3.09% for 2013 and estimated 2.00% for 2014 (based on OEFA Forecast). Reopener for wages in 2015.
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS & FICA:	Estimated at 14.88%.
Overtime:	Projected from previous year.
4. Other Cost Factors:	
	* Employees have already received the 1.63% COLA for 2012 as a result of signing the zero COLA agreement for 2011.