

AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2, LOCAL 2084-S
JUVENILE DETENTION DIVISION
SUPERVISORS

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ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP2

ARTICLE 3: RIGHTS OF MANAGEMENT3

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT4

ARTICLE 5: EMPLOYEE RIGHTS.....4

ARTICLE 6: HOLIDAYS7

ARTICLE 7: VACATIONS9

ARTICLE 8: SICK LEAVE 13

ARTICLE 9: GENERAL LEAVES 15

ARTICLE 10: HOURS OF WORK AND OVERTIME 16

ARTICLE 11: WORK OUT-OF-CLASSIFICATION..... 18

ARTICLE 12: REDUCTION IN FORCE20

ARTICLE 13: GRIEVANCE PROCEDURE22

ARTICLE 14: NON-DISCRIMINATION25

ARTICLE 15: POSITION OPENINGS AND JOB BIDDING.....25

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION.....27

ARTICLE 17: TIME, SPACE AND PROPERTY28

ARTICLE 18: MEDICAL, DENTAL AND LIFE PLAN.....28

ARTICLE 19: SAVINGS CLAUSE28

ARTICLE 20: WAGE RATES.....29

ARTICLE 21: DURATION30

ADDENDUM A: 2015 WAGE ADDENDUM

ADDENDUM B: LONGEVITY

ADDENDUM C: Memorandum of Agreement: Addressing “Total Compensation” Coalition
 Bargaining: 2015-2016 Budget; and Cost-of-Living Wage Adjustments for King
 County Coalition of Labor Unions Bargaining Unit Members 2015-2016

1 **AGREEMENT BETWEEN**

2 **KING COUNTY**

3 **AND**

4 **WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**

5 **COUNCIL 2, LOCAL 2084-S**

6 **JUVENILE DETENTION DIVISION**

7 **SUPERVISORS**

8
9 These Articles constitute an Agreement between King County (County) and the Washington
10 State Council of County and City Employees (WSCCCE), Local 2084-S (Union).

11 **ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE**

12 **Section 1. Purpose:** The purpose of this Agreement is to set forth in writing the negotiated
13 wages, hours and working conditions for those employees other than confidential who occupy the
14 classifications listed in Addendum A and work at the Department of Adult and Juvenile Detention
15 (DAJD) within the Juvenile Detention Division.

16 **Section 2. Labor-Management Committee:**

17 **A.** The parties agree to establish a Joint Labor-Management Committee (JLMC)
18 which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use
19 principles of interest-based bargaining to interpret, apply and resolve issues affecting Labor and/or
20 Management.

21 **B.** The role of the JLMC is to oversee the tasks and/or committees called for in this
22 Agreement and to provide the necessary coordination on matters involving the following principles:

- 23 • To deal jointly with issues
24 • To maintain and improve labor-management relations and communications
25 • Establish commitment, mutual trust and mutual respect
26 • To help identify and solve problems
27 • As a forum to exchange information
28 • To promote the highest degree of efficiency and responsibility in

1 performance of the work and the accomplishment of the public purpose of
2 DAJD and the Juvenile Detention Division.

- 3 • Perform other duties as contained in this Agreement

4 C. The JLMC will meet at least monthly unless the parties mutually agree to change
5 the schedule provided that no more than sixty (60) days shall elapse between meetings. The
6 responsibility for chairing meetings shall alternate each meeting between the Union and DAJD
7 management. The chairperson shall function as a facilitator of JLMC deliberations in accordance
8 with the principles of interest based bargaining. Each party will determine whether their chair
9 assignment will be permanent or rotate among their members.

10 D. The parties agree that the JLMC will be comprised of equal representation of the
11 County including one representative from the Office of Labor Relations (OLR) and the Union.

12 E. The JLMC does not waive or diminish management rights and does not waive or
13 diminish Union rights of grievance or bargaining. Issues are to be discussed in an interest-based,
14 collaborative manner and the JLMC may access the services of a mutually acceptable source of
15 mediation services if consensus cannot be reached in a timely manner. The parties recognize that the
16 JLMC may not be able to resolve every issue.

17 **Section 3.** All words under this Agreement shall have their ordinary and usual meaning
18 except those words that have been defined under K.C.C. 3.12, as amended.

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

20 **Section 1. Recognition:** The County recognizes the Union as the exclusive bargaining
21 representative for all employees, other than confidential employees, whose job classifications are
22 listed in Addendum A and who work in the Juvenile Detention Division of DAJD.

23 **Section 2. Union Membership:** It shall be a condition of employment that all employees
24 covered by this Agreement who are members of the Union in good standing on the effective date of
25 this Agreement shall remain members in good standing or pay an agency fee. It shall also be a
26 condition of employment that all employees covered by this Agreement and hired or assigned into the
27 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such
28 employment, become and remain members in good standing in the Union or pay an agency fee.

1 **Section 3. Exemption:** Nothing contained in Section 2 shall require an employee to join the
2 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in
3 which case the employee shall pay an amount of money equivalent to the regular union dues and
4 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
5 the employee affected and the bargaining representative to which the employee would otherwise pay
6 the dues and initiation fee. The employee shall furnish written proof that such payments have been
7 made.

8 **Section 4. Dues Deduction:** Upon receipt of written authorization individually signed by an
9 employee, the County shall have deducted from the pay of such employee the amount of dues as
10 certified by the secretary of WSCCCE and shall transmit the same to its treasurer.

11 **Section 5. Indemnification:** The Union will indemnify, defend and hold the County
12 harmless against any claims made and against any suit instituted against the County on account of
13 any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to
14 it in error on account of the check-off provisions upon presentation of proper evidence thereof.

15 **ARTICLE 3: RIGHTS OF MANAGEMENT**

16 It is recognized that the County retains the right, except as otherwise provided in this
17 Agreement, to manage the business of the County and to direct its workforce. Such functions of the
18 County include, but are not limited to:

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

21 **B.** Assign and direct the work; develop and modify class specifications as well as assignment
22 for the salary range for each classification and allocate positions to those classifications; determine
23 the methods, materials and tools to accomplish the work; designate duty stations and assign
24 employees to those duty stations;

25 **C.** Reduce the workforce due to lack of work, funding or other cause consistent with efficient
26 management; discipline, suspend, demote or dismiss regular employees for just cause;

27 **D.** Establish work rules; assign the hours of work and assign employees to shifts of its
28 designation;

1 E. All of the functions, rights, powers and authority of the County not specifically abridged,
2 delegated or modified by this Agreement are recognized by the Union as being retained by the
3 County;

4 F. King County intends to implement a new performance evaluation system during the life of
5 this Agreement and will bargain any effects of that new system to the extent required by law.

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

7 **Section 1. Waiver:** The parties acknowledge that during the negotiations resulting in this
8 Agreement each had the unlimited right and opportunity to make demands and proposals with respect
9 to any and all subjects or matters not removed by law from the area of collective bargaining and the
10 understandings and agreements arrived at by the parties after exercise of that right and opportunity
11 are set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive
12 the right and each agrees that the other shall not be obligated to bargain collectively with respect to
13 any subject or matter not specifically referred to or covered in this Agreement, even though such
14 subject or matter may not have been within the knowledge or contemplation of either or both of the
15 parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are
16 specifically expressed in this Agreement and such expression is all-inclusive. This Agreement
17 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,
18 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except
19 for negotiations over a successor collective bargaining agreement.

20 **Section 2. Modification:** Should the parties agree to amend or supplement the terms of this
21 Agreement, such amendments or supplements shall be in writing and effective when signed by the
22 Union, the Director of DAJD/designee and by the Labor Relations Director/designee.

23 **ARTICLE 5: EMPLOYEE RIGHTS**

24 **Section 1. Just Cause Standard:** No regular employee shall be disciplined except for just
25 cause.

26 **Section 2. Disciplinary Action:**

27 A. Disciplinary action shall be in accordance with Chapter 3.12 of the King County
28 Code (K.C.C.).

1 **B.** When the County takes disciplinary action the employee shall be given notice of
2 such action and, upon written request, reports or documentation will be made available to the
3 employee.

4 **Section 3. Personnel Files:**

5 **A.** The employee and/or a Union representative may examine the employee's
6 personnel files if the employee so authorizes in writing. Material placed into the employee's files
7 relating to job performance or personal character shall be brought to his or her attention prior to
8 placement in the file. The employee may challenge the propriety of including it in the files. If, after
9 discussion, the County retains the material in the file, the employee shall have the right to insert
10 contrary documentation into the file, or request the removal of a document that is in the file.

11 **B.** Unauthorized persons shall not have access to employee files or other personal
12 data relating to the employee, except as required by law. The Director of DAJD/designee will
13 determine staff authorized for access to personnel files maintained in DAJD. All persons with the
14 exception of DAJD personnel, and Prosecuting Attorney staff shall record access to employee files.

15 **Section 4. Class Specifications:** When the phrase, such as "performs related work as
16 required," is incorporated into the text of an official class specification as a representative example of
17 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties
18 and responsibilities of the classification. Except as agreed to by the Union and the County,
19 employees shall not regularly and on an ongoing basis be assigned duties foreign to their
20 classification.

21 **Section 5. Right to Representation:** Employees shall have the right to representation as
22 defined by law and the terms of this Agreement.

23 **Section 6. Promotion:** An employee who accepts a transfer or promotion to a position
24 exempt from Career Service within the Juvenile Division shall be allowed to re-enter career service at
25 a position in his/her previous classification within a year of taking the transfer or promotion if either
26 management or the employee decide that the employee is better suited to their previous classification.
27 The Department cannot guarantee that the employee who could be bumped as a result of the
28 reversion of the Career Service exempt position will maintain employment in the classification of

1 Juvenile Detention Supervisor due to the potential of no eligible vacancies. However, the
2 Department would follow its existing processes to try and place the employee in an appropriate
3 vacant position within Juvenile Division or the Department.

4 **Section 7. Training:** The parties share a mutual interest in the training and career
5 development of DAJD supervisors. Providing opportunities for supervisors to attend both mandatory
6 and non mandatory trainings – including but not limited to administrative training, leadership
7 training, law enforcement related training, and conferences that deal specifically with juvenile
8 corrections issues, on a regular basis – is in the best interest of both employer and employee. To that
9 end, DAJD will continue in its efforts to schedule training for its supervisors, and will develop a
10 policy and procedure whereby employees of this bargaining unit may request paid release time to
11 attend trainings and/or conferences that would enhance the development of their DAJD careers and/or
12 enhance their skills as DAJD Juvenile Supervisors. This DAJD policy/procedure will be discussed
13 with the Union in a Labor/Management meeting.

14 **Section 8. Mileage:** All employees who have been authorized to use their own transportation
15 on County business shall be reimbursed at the IRS rate.

16 **Section 9. Personal Property:** Employees whose personal property is damaged during the
17 performance of their duties shall have same repaired or replaced at County expense; provided, that
18 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
19 necessary to process claims covered under this Section will be initiated by the Division within one
20 pay period upon receipt of the claim from the employee.

21 **Section 10. Subcontracting:** The County will not contract or subcontract work when such
22 action will cause layoff of regular employees unless it is required by state or federal law.

23 **Section 11. Safety Standards:** No employee shall be directed to work in a manner or
24 condition that does not comply with the minimum accepted safety practices or standards, or in a
25 condition, location or assignment which would constitute a hazard to the employee's health or well-
26 being. The County shall provide appropriately classified staff for the care, supervision and
27 transportation of youth.

1 **Section 12. Reclassified Positions:**

2 A. The County will advise the Union in writing and in advance about the creation of
3 any new or reclassified position to be assigned to the Juvenile Detention Division of DAJD. Such
4 notification will include a list of duties and responsibilities, along with a statement of the desirable
5 qualifications.

6 B. The County and the Union will review and attempt to reach a mutual agreement in
7 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
8 positions and the salary range for the new positions. Should the parties fail to reach a mutual
9 agreement on the matter of inclusion, the matter will be referred to the Public Employment Relations
10 Commission (PERC) for unit clarification. In the event that the County wishes to fill the position
11 pending the unit clarification decision, the County will make a good faith attempt to fill the disputed
12 position on a temporary basis with a qualified employee from within the existing bargaining unit.

13 **ARTICLE 6: HOLIDAYS**

14 **Section 1.**

15 A. **Celebrated Holidays:** All regular, probationary, provisional and term-limited
16 temporary employees who work a full-time schedule shall be granted the following holidays with
17 pay:

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

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26 and any day as declared by the president or governor and as approved by the council.

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

1 C. Holidays paid for but not worked shall be recognized as time worked for the
2 purpose of determining weekly overtime except for such time that sick leave is taken on the holiday.

3 D. Employees working multiple shifts will observe holidays only on the dates and
4 days specified under Section 1.A, "Date Celebrated".

5 **Section 2. Personal Holidays:** Regular, probationary, provisional and term-limited
6 temporary employees shall receive two (2) additional personal holidays to be administered through
7 the vacation plan. One (1) personal holiday shall be added to the vacation leave bank during the pay
8 period including the first of October and one (1) personal holiday shall be added to the vacation leave
9 bank during the pay period including the first of November of each year. These days may be used in
10 the same manner as any vacation day earned.

11 **Section 3. Part-time Scheduled Employees:** Regular, probationary, provisional and part-
12 time term-limited temporary employees who work a part-time schedule receive paid holidays based
13 on their work schedule consistent with Sections 1 and 2 herein.

14 **Section 4. Holiday Compensation:**

15 A. Full-time employees who are eligible for holiday pay shall receive time and one-
16 half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section 1.A. above.
17 This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)
18 straight time hours of holiday pay. Employees who do not work the holiday shall either receive an
19 additional day's pay or shall at their option receive a substitute holiday, use of which must be
20 scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be
21 compensated for in cash.

22 B. Part-time employees who are eligible for holiday pay and are assigned to work on
23 a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours
24 worked. In addition to the holiday compensation for actual hours worked, the employees shall
25 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay
26 shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not
27 be compensated for holidays falling on days which they are not regularly scheduled to work.

1 **ARTICLE 7: VACATIONS**

2 **Section 1.**

3 A. Regular, probationary, provisional and term-limited temporary employees who
4 work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described
5 in the following table:

6

Full Years of Service	Equivalent/ Pro-Rated days (7.2 hours/day)	Annual Leave hourly accrual rate
Upon hire through end of Year 5	12	0.0462
Upon beginning of Year 6	15	0.0577
Upon beginning of Year 9	16	0.0616
Upon beginning of Year 11	20	0.0770
Upon beginning of Year 17	21	0.0808
Upon beginning of Year 18	22	0.0847
Upon beginning of Year 19	23	0.0885
Upon beginning of Year 20	24	0.0923
Upon beginning of Year 21	25	0.0962
Upon beginning of Year 22	26	0.1001
Upon beginning of Year 23	27	0.1039
Upon beginning of Year 24	28	0.1078
Upon beginning of Year 25	29	0.1116
Upon beginning of Year and beyond 26	30	0.1154

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1 B. Full-time regular employees hired on or before July 10, 1996 shall accrue vacation
 2 leave benefits as described in the following table:

3 County Vacation Accrual Schedule for Local 2084 employees hired on or before
 4 July 10, 1996:

County Vacation Accrual Schedules		
Employees hired on or before July 10, 1996 in the Department of Youth Services		
Beginning Years of Active Service	Equivalent/Pro-Rated Days (7.2 hours/day)	Hourly Accrual Rate
Upon hire through 12 months	12	0.0462
Beginning of year 2	12	0.0462
Beginning of year 3	12	0.0462
Beginning of year 4	16.7	0.0642
Beginning of year 5	16.7	0.0642
Beginning of year 6	16.7	0.0642
Beginning of year 7	16.7	0.0642
Beginning of year 8	16.7	0.0642
Beginning of year 9	16.7	0.0642
Beginning of year 10	16.7	0.0642
Beginning of year 11	20	0.0770
Beginning of year 12	20	0.0770
Beginning of year 13	22.3	0.0856
Beginning of year 14	22.3	0.0856
Beginning of year 15	22.3	0.0856
Beginning of year 16	22.3	0.0856
Beginning of year 17	22.3	0.0856
Beginning of year 18	22.3	0.0856
Beginning of year 19	23	0.0885
Beginning of year 20	24	0.0924
Beginning of year 21	25	0.0962
Beginning of year 22	26	0.1001
Beginning of year 23	27	0.1039
Beginning of year 24	28	0.1078
Beginning of year 25	29	0.1116
Beginning of year 26	30	0.1154
Maximum Vacation Balance allowable is 60 days		
(Sick Leave is accrued on each paycheck at the rate of: .04616 hours for each compensated hour)		

1 **Section 2.** Regular, probationary, provisional and term-limited temporary employees who
2 work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth
3 in Section 1; provided, however, such accrual rates shall be prorated to reflect his/her normally
4 scheduled work week.

5 **Section 3.** Employees eligible for paid leave shall accrue vacation leave from their date of
6 hire. Employees may accrue vacation leave each pay-period which may not be used until earned.

7 **Section 4.** Employees eligible for paid leave shall not be eligible to take or be paid for
8 vacation leave until they have successfully completed their first six (6) months of County service in a
9 paid leave eligible position, and if they leave County employment prior to successfully completing
10 their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.
11 This provision does not apply to employees using accrued vacation for a qualifying event under the
12 Washington Family Leave Act.

13 **Section 5.** Employees eligible for paid leave shall be paid for accrued vacation leave to their
14 date of separation up to the maximum accrual amount if they have successfully completed their first
15 six months (6) of County service in a paid leave eligible position. Payment shall be the accrued
16 vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County
17 employment less mandatory withholdings.

18 **Section 6.**

19 **A.** One (1) vacation preference request will be granted for a single period of
20 consecutive work days off for vacation for a period beginning April 1 and ending the following
21 March 31. Such request must be received by the County no later than March 1. The vacation
22 preference request shall be made on the appropriate Juvenile Detention Division form. Vacation
23 preference request shall be granted on the basis of seniority within classification provided that
24 judicial proceedings, youth services and essential facility operations are properly staffed at all times.
25 Employees will be notified by April 1 in regard to approval or disapproval of their requests.

26 **B.** Vacation requests received after March 1 shall be considered and approved on the
27 basis of date of request. Employees shall be advised within thirty (30) days of the date of the request
28 as to approval or disapproval of the request.

1 **Section 7.** Employees eligible for paid leave may accrue up to sixty (60) days vacation
2 calculated/adjusted to reflect the normal bi-weekly schedule not to exceed 432 hours. Part-time
3 regular employees who are employed at least half-time and receive vacation and sick leave may
4 accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week.
5 Employees eligible for paid leave shall use vacation leave beyond the maximum accrual amount prior
6 to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount
7 will result in forfeiture of the vacation leave beyond the maximum amount unless the Division
8 Director has approved a carryover of such vacation leave because of cyclical workloads, work
9 assignments or other reasons as may be in the best interests of the County.

10 **Section 8.** Employees eligible for paid leave shall not use or be paid for vacation leave until
11 it has accrued. Such use or payment shall be consistent with the provisions of this Article and the
12 requirements of the King County Family Medical Leave ordinance, federal Family Medical Leave
13 Act, and any Washington state laws related to family medical leave.

14 **Section 9.** In cases of separation from County employment by death of an employee with
15 accrued vacation leave and who has successfully completed his/her first six (6) months of County
16 service in a paid leave eligible position, payment of unused vacation leave up to the maximum
17 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by
18 state law, RCW Title 11.

19 **Section 10.** If a regular employee eligible for paid leave resigns from County employment or
20 is laid off and subsequently returns to County employment within two years from such resignation or
21 layoff, as applicable, the employee's prior County service shall be counted in determining the
22 vacation leave accrual rate under Section 1.

23 **Section 11.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of
24 the Division Director/designee.

25 **Section 12.** Employees who are in a probationary period as a result of promotion shall be
26 entitled to use vacation time accrued in their prior position while they are in a probationary status in
27 their new position subject to the approval of the Juvenile Detention Division Director or designee.
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1 **ARTICLE 8: SICK LEAVE**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
3 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding
4 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until
5 the first of the month following the month in which the employee commenced employment. The
6 employee is not entitled to sick leave if not previously earned.

7 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
8 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
9 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any
10 vacation leave used for sick leave must be reimbursed to the County upon termination.

11 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
12 employee. Sick leave may be used in quarter (1/4) hour increments.

13 **Section 4.** The County is responsible for the proper administration of the sick leave benefit.
14 The County can require an employee to submit verification of illness from a licensed health care
15 provider for any requested sick leave absence if abuse is suspected.

16 **Section 5.** Separation from or termination of County employment except by reason of
17 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave
18 accrued to the employee as of the date of separation or termination. Should a regular employee
19 resign or be laid off and return to County employment within two years, accrued sick leave shall be
20 restored.

21 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
22 least five years of County service and who retire as a result of length of service or who terminate by
23 reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable,
24 an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by
25 the employee's rate of pay in effect upon the date of leaving County employment less mandatory
26 withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary Association
27 (VEBA), this cash out shall be subject to those provisions.

28 **Section 7.** Employees shall be entitled to family medical leave, as provided by the King

1 County Family Medical Leave Ordinance, the federal Family Medical Leave Act, and any
2 Washington state laws that provide for family medical leave.

3 **Section 8.** Except as otherwise provided by the King County Family Medical Leave
4 Ordinance, the federal Family Medical Leave Act, and any Washington state laws that provide for
5 family medical leave, accrued sick leave may be used for the following reasons:

6 A. The employee's bona fide illness; provided, that an employee who suffers an
7 occupational illness may not simultaneously collect sick leave and worker's compensation payments
8 in a total amount greater than the net regular pay of the employee;

9 B. The employee's incapacitating injury, provided that:

10 1. An employee injured on the job may not simultaneously collect sick leave
11 and worker's compensation payments in a total amount greater than the regular pay of the employee;

12 C. Exposure to contagious diseases and resulting quarantine.

13 D. An employee's temporary disability caused by or contributed to by pregnancy and
14 childbirth.

15 E. The employee's medical, ocular or dental appointments, provided that the
16 employee's Division Director or designee has approved the use of sick leave for such appointments.

17 F. To care for the employee's child or the child of an employee's domestic partner if
18 the following conditions are met:

19 1. The child is under the age of eighteen (18);

20 2. The employee is the natural parent, stepparent, adoptive parent, legal
21 guardian or other person having legal custody and control of the child;

22 3. The employee's child or the child of an employee's domestic partner has a
23 health condition requiring the employee's personal supervision during the hours of his/her absence
24 from work;

25 4. The employee actually attends to the child during the absence from work.

26 G. Employees shall be entitled to use accrued sick leave where such employee is
27 required to care for immediate family members who are seriously ill. There shall be no limit on the
28 use of sick leave to care for children under "F" of this Section.

1 **H.** Up to one (1) day of sick leave may be used by an employee for the purpose of
2 being present at the birth of his child.

3 **I.** An employee who has exhausted all of his/her sick leave may use accrued vacation
4 leave as sick leave before going on leave of absence without pay. After four (4) days of vacation
5 leave have been used as an extension of sick leave during each six (6) month period of a calendar
6 year (January through June, July through December). Subsequent use of vacation leave for such
7 purpose may be used if approved by his/her manager. This section does not apply to employees
8 using accrued leave for a qualifying event under the Washington Family Leave Act.

9 **Section 9.** Sick leave may be used only for absences from a regular scheduled work shift.

10 **Section 10.** For purposes of this Article, the definition of immediate family is provided under
11 Article 9, Section 3.E.

12 **Section 11.** Employees who are in a probationary status shall not be denied the valid use of
13 accrued sick leave.

14 **ARTICLE 9: GENERAL LEAVES**

15 **Section 1. Donation of Leaves:** An employee eligible for paid leaves may donate a portion
16 of his/her accrued leaves to a leave accrual eligible employee in accordance with Chapter 3.12 of the
17 King County Code (K.C.C.).

18 **Section 2. Leave - Organ Donors:** The manager shall allow all employees eligible for paid
19 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
20 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days
21 paid leave, which shall not be charged to sick or vacation leaves in accordance with Chapter 3.12 of
22 the K.C.C.

23 **Section 3. Bereavement Leave:**

24 **A.** Employees eligible for paid leaves shall be entitled to three (3) working days of
25 bereavement leave a year, due to death of members of their immediate family.

26 **B.** Employees eligible to accrue paid leaves who have exhausted their bereavement
27 leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death
28 occurs to a member of the employee's immediate family.

1 C. In cases of family care where no sick leave benefit exists, the employee may
2 request vacation leave in accordance with Article 7 or may be granted leave without pay.

3 D. In the application of any of the foregoing provisions, when a holiday or regular
4 day off falls within the prescribed period of absence, it shall not be charged against the employee's
5 sick leave account nor bereavement leave credit.

6 E. For the purposes of this Section, a member of the immediate family is as follows:
7 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild
8 of the employee, employee's spouse or employee's domestic partner.

9 **Section 4. Leave – Examinations:** Employees eligible for paid leaves shall be entitled to
10 necessary time off with pay for the purpose of participating in County qualifying or promotional
11 examinations. This shall include time required to complete any required interviews.

12 **Section 5. Jury Duty:**

13 A. Employees eligible for paid leaves who are ordered on a jury shall be entitled to
14 their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
15 with the Finance and Business Operations Division of the Department of Executive Services.
16 Employees shall report back to their supervisor when dismissed from jury service.

17 B. There shall be a one (1) day schedule adjustment provided that employees must
18 notify management at least two (2) weeks in advance of serving on jury duty in order to allow their
19 schedule to be adjusted if the jury duty would require the employee to serve on their regularly
20 scheduled day off.

21 **Section 6. School Volunteer:** Employees eligible for paid leaves shall be allowed the use of
22 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
23 school attended by the employee's child in accordance with Chapter 3.12 of the K.C.C.

24 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

25 **Section 1.** Except as otherwise provided in this Article or bargained with the Union pursuant
26 to RCW 41.56, the standard work week for Supervisors in this bargaining unit shall consist of thirty-
27 six (36) hours or forty/thirty-two (40/32) hours per week. The normal work day shall be either: A)
28 four (4) nine (9) hour days with three (3) consecutive days off; or B) five (5) eight (8) hour days with

1 two (2) consecutive days off and four (4) eight (8) hour days the next week with three (3) consecutive
2 days off.

3 **Section 2.** The parties agree that alternate work schedules may be utilized that are mutually
4 agreed upon in writing by the employee and Juvenile Division Director/designee.

5 **Section 3.**

6 **A.** Except as otherwise provided in this Article, employees shall be paid at an
7 overtime rate of time and one-half (1-1/2) their regular rate of pay for all compensable hours worked
8 in excess of their regularly scheduled work week. (For instance if an employee is regularly scheduled
9 to work thirty-six (36) hours in a week, the employee will receive overtime after thirty-six (36) hours;
10 if an employee is regularly scheduled to work forty (40) hours a week, the employee shall be entitled
11 to overtime after forty (40) hours.)

12 **B.** Full time detention employees who work beyond their regularly assigned work
13 shift shall be paid at the overtime rate for the actual time worked so long as they have not taken
14 vacation leave during that workday. (For instance an employee regularly works a nine (9) hour day,
15 shall receive overtime after the 9th hour worked in a day; an employee who regularly works a ten
16 (10) hour day shall receive overtime after the tenth (10th) hour worked; so long as they have not
17 taken vacation leave during that work day.)

18 **C.** Sick leave shall not be included for the purposes of determining whether the
19 overtime thresholds have been met.

20 **Section 4.** Normally, overtime work shall require prior approval of the individual's
21 supervisor; however, overtime work may be approved after it is performed, provided Juvenile
22 Division Director/designee determines sufficient justification is made.

23 **Section 5.** An employee may request, and with approval of the Director or designee, may
24 receive compensatory time off (CTO) in lieu of overtime pay.

25 **Section 5.1** For staff working in positions that must be backfilled when time off is taken, for
26 every two (2) hours of overtime worked, employees may choose to receive up to half of the earned
27 overtime hours as CTO. For all other employees, CTO may be accrued on an hour for hour basis.
28 Employees shall be responsible for the proper submission of Absence Request Forms or revised

1 Absence Request Forms for the use of compensatory time off.

2 **Section 5.2** The maximum amount of CTO that can be accumulated is 80 hours.

3 **Section 5.3** The use of accrued CTO shall be limited during the months of July, August,
4 December and the last two (2) weeks of November, based on available staffing.

5 **Section 5.4** Except for the above limitations, the use of compensatory time off shall be
6 reviewed for approval on a case-by-case basis.

7 **Section 5.5** Employees may request a cash-out of any unused compensatory time off they
8 have accrued at any time before the pay period including December 31st. Any accrued compensatory
9 time off that has not been used or cashed out voluntarily will be cashed out in the pay period
10 including December 31st.

11 **Section 6.** A minimum of four (4) hours at the overtime rate shall be paid for each call-out.
12 Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at
13 overtime rates. Call-out shall be defined as that circumstance when an employee, having completed
14 the assigned shift and departed the premises, is requested by the County and does return to work.
15 Time actually spent at the workplace shall be compensated for in accordance with this Section. The
16 provisions of this Section shall not apply to meeting and training sessions requiring a return to the
17 worksite.

18 **Section 7. Mandatory Training or Mandatory Meetings:** In the event that the department
19 requires an employee to attend a mandatory training or meeting, and such training or meeting is not
20 immediately before or after a shift, or during a shift, then a two (2) hour minimum callout will be
21 paid at the overtime rate. For mandatory trainings or meetings immediately before or after a
22 scheduled shift, the employee shall be paid for actual time spent in the training or meeting at the
23 overtime rate.

24 **ARTICLE 11: WORK OUT-OF-CLASSIFICATION**

25 **Section 1.** All work outside of classification and alternate assignments shall be assigned in
26 writing by the Director of DAJD or designee prior to the work being performed.

27 **Section 2. Alternate Assignments:**

28 **A.** Alternate assignments are time limited assignments. These assignments may be

1 assigned either within or outside of regular employee's current classification. The purpose of
2 alternate assignments is to temporarily fill vacancies created by the following circumstances:

- 3 1. Special project work
- 4 2. Backfill for project work
- 5 3. Backfill for long term medical absences caused by illness/injury
- 6 4. Backfill for a vacancy during a hiring process

7 **B. Duration:** The duration of alternate assignments shall be as follows:

- 8 1. Special Project work: Duration of the Special Project
- 9 2. Backfill for Special Project: Maximum of six (6) months
- 10 3. Medical backfill: Maximum of six (6) months
- 11 4. Vacancy during hiring process: Maximum of six (6) months

12 **C. Probationary Period:** If an employee subsequently hires into the position for
13 which he/she was temporarily assigned on an alternate assignment, the time served in that capacity
14 does not count as his/her initial probationary period in the new job class.

15 **D. Recruitment for Alternate Assignments:**

- 16 1. The County will circulate among all DAJD, Juvenile Division staff a
17 description of the nature of the alternate assignment, the duration of the assignment, any applicable
18 salary level, and desirable qualifications. Interested candidates will be invited to apply to the
19 appointing authority.
- 20 2. The nature of the application, and the selection process will be determined
21 by the County.
- 22 3. The appointing authority will make the final decision.

23 **E. Performance Evaluation of alternate assignment employees:** Evaluations shall
24 be conducted at the completion of all alternate assignments.

25 **F. Compensation:** Employees who work an alternate assignment shall be
26 compensated in accordance with the King County Personnel Guidelines.

- 27 1. Employees who work an alternate assignment within their current
28 classification or in a classification where the pay range is the same as their current classification will

1 receive no additional compensation.

2 2. Employees who work an alternate assignment outside of their normal
3 classification where the pay range is greater than their current classification will receive a five
4 percent (5%) increase or Step 1 of the new classification, whichever is greater.

5 3. Employees who work an alternate assignment outside of their normal
6 classification where the pay range is less than their current classification will receive their normal rate
7 of pay for the duration of the alternate assignment.

8 **G. Seniority:** Employees who work alternate assignments shall accrue seniority only
9 within their regular classification.

10 **Section 3: Supervisory Vacancies:** Temporary Supervisor vacancies may be filled by non-
11 bargaining unit employees if:

- 12 1. The vacancy is not filled by the alternate assignment process.
- 13 2. There are no available Supervisors.

14 **ARTICLE 12: REDUCTION IN FORCE**

15 **Section 1.** Regular employees selected for layoff as a result of efficiencies, lack of funds
16 and/or a lack of work shall be laid off according to seniority in classification.

17 **A. Seniority Tie-Breaker:** In the event there are two or more regular employees
18 within the Juvenile Division of DAJD with the same classification, title and seniority, the layoff shall
19 be based upon total DAJD Juvenile Division seniority which includes seniority accrued within the
20 former Department of Youth Services. If Juvenile Division seniority is tied, then the County will
21 decide.

22 **Section 2.** An employee designated for layoff within a specific classification may move to
23 another position within that classification based on their seniority in the classification. Where
24 multiple staff occupy the same shift and days off, the least senior staff person within the group will be
25 displaced. If there is no Master Schedule position within classification to which the employee can
26 move, the employee may select a Master Schedule position in a job classification previously worked
27 at the agency, based on total agency seniority, provided:

- 28 A. That at least a six (6) month probation period was satisfactorily completed; and,

1 **B.** The demonstrated job performance in the former classification was at an
2 acceptable standard.

3 **Section 3.** Employees subsequently displaced as a result of the selection made by the laid off
4 employee, may in turn exercise their lay-off rights as described above.

5 **A.** In the event an employee does not submit a position selection, the employee will
6 be placed in the last remaining slot after all selections have been made.

7 **Section 4. Seniority Calculation:** For the purposes of this Agreement, seniority shall be
8 defined as length of continuous regular service without a break in that service.

9 **A.** Calculation of seniority will be accomplished by automatically crediting each
10 employee, at the beginning of the calendar year with the number of regular hours he/she would be
11 scheduled to work during the remainder of the calendar year (1872 hours for full-time staff, 1248
12 hours for 2/3 time staff, 936 hours for half-time staff). Any leave-without-pay hours will then be
13 subtracted from total agency and classification time as they are taken throughout the calendar year.

14 **B.** Part-time regular employees will accrue seniority, based on a prorated formula in
15 accordance with the number of hours worked during the calendar year, not to exceed a full-time
16 accrual rate.

17 **C.** No employee shall lose seniority due to an absence caused by an on-the-job injury
18 and otherwise as provided by law (i.e. military leave).

19 **Section 5. Re-call Rights:** Regular employees laid off or bumped due to lack of work or lack
20 of funds shall have re-employment rights to the same kind and level of position held at the time of
21 layoff if such a position becomes available within two (2) years from the date of layoff. Laid-off
22 regular employees shall have recall rights to any vacant position within their classification. In such
23 cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns
24 to regular employment with the Juvenile Division of DAJD.

25 **Section 6. Cash Out Upon Layoff:** Regular employees shall be paid in cash upon layoff
26 from County employment for any vacation accrued or may elect to retain their accrued vacation for
27 one (1) year to be restored to the employee when recalled to work. If the employee is not recalled
28 within one (1) year, a cash payment shall be made for the accrued amount.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 **Section 1. Statement of Purpose:** The Union and County recognize the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest
5 level of supervision. Employees will be unimpeded and free from restraint, interference, coercion,
6 discrimination or reprisal in seeking adjudication of their grievances.

7 **Section 2. Definitions and Conditions:**

8 **A. Grievance:** A grievance is an allegation by a party to this CBA that a party to this
9 Agreement has violated a term of this Agreement. Employer grievances are to be filed with the
10 Union President at Step 2B rather than Step 1. Only an aggrieved employee may file a grievance at
11 Step 1; except, the Council 2 representative/designee may file a grievance on behalf of an employee.
12 An employee must file a grievance within ten (10) of his/her working days of the event or knowledge
13 of the event. Temporary, provisional, term-limited temporary and probationary employees may not
14 grieve a termination.

15 **B. Class Action Grievance:** A class-action grievance is an allegation made by the
16 Union that the County has not correctly applied the written provisions of the Agreement. Only the
17 Council 2 representative/designee may file a grievance form at Step 2 on behalf of affected
18 employees. The Council 2 representative/designee must file the grievance form within fourteen (14)
19 calendar days of the event or knowledge of the event.

20 **C. Grievance Form:** A grievance form will include, but is not limited to, the
21 following information: date the grievance was filed by the employee, date the grievance is received
22 by the supervisor/designee, nature of the grievance, when the event occurred, who is affected,
23 identification of the provisions of the Agreement that apply, and the remedy sought.

24 **Section 3. Grievance Steps:**

25 **A. Step 1:**

26 1. A Step 1 grievance will automatically be waived to Step 2 if it addresses an
27 issue that is above the manager (i.e., Assistant Detention Manager's, Chief's or Health Clinic
28 Administrator's) level of authority.

1 2. A grievance form, must be filed, as provided under Section 2.A and C, with
2 the Juvenile Division Director/designee and provide a copy to his/her elected Union area
3 representative/designee.

4 3. The Assistant Detention Manager or Chief will have thirty (30) calendar
5 days from receipt of the timely filed written grievance in which to provide a written response to the
6 grievance. Either party may request a meeting to discuss the grievance prior to issuance of a
7 decision. A copy of the written response will be provided to the meeting attendees, the Union's
8 judicial officer and the employee's division manager.

9 4. If the written response does not resolve the grievance, the Council 2
10 representative/designee has thirty (30) calendar days in which to submit a written request to the
11 employee's division manager/designee for a Step 2 meeting.

12 5. The employee must decide whether he/she will pursue his/her grievance
13 through the grievance process under the Personnel Guidelines prior to a request for a Step 2 meeting.
14 If the employee pursues his/her grievance under the Guidelines, it will be withdrawn from this
15 grievance process.

16 **B. Step 2:**

17 1. The Division Director/designee will have thirty (30) calendar days from
18 receipt of the timely written request for a Step 2 meeting in which to provide a written response to the
19 grievance. Either party may request a meeting to discuss the grievance prior to issuance of a written
20 decision. A copy of the written response will be provided to the meeting attendees, the Union's
21 judicial officer and Director of DAJD.

22 2. Class action grievances may be filed as provided under Section 2.B. The
23 meeting will only be with the Council 2 representative/designee and Union president/designee. A
24 copy of the written response will be provided the meeting attendees, the Union's judicial officer and
25 Director of DAJD.

26 3. If the written response does not resolve the grievance, whether such
27 grievance is filed by an employee or is class action, the Council 2 representative/designee has thirty
28 (30) calendar days in which to submit a written request for a Step 3 meeting to the Director of DAJD

1 or designee. Should the County fail to meet the timelines in the steps outlined within this Article, the
2 grievance will automatically proceed to the next step in the grievance process. Should the grieving
3 party or the Union fail to meet the timelines in the steps outlined within this Article, the grievance
4 will be considered resolved.

5 **C. Step 3:**

6 1. The Director of DAJD or designee will have thirty (30) calendar days from
7 the receipt of the timely written request for a Step 3 meeting in which to provide a written response to
8 the grievance. Either party may request to meet to discuss the grievance prior to the issuance of a
9 written response. A copy of the written response will be provided to the meeting attendees, the
10 Union's judicial officer and the Labor Relations Director/designee.

11 2. If the written response does not resolve the grievance, the Council 2
12 representative/designee has thirty (30) calendar days in which to submit a written notification for
13 arbitration to the Labor Relations Director/designee.

14 **Section 4. Arbitration:**

15 A. In the event of a timely notice that either party is submitting an issue to arbitration,
16 the parties will meet to select an arbitrator. If they are unable to select an arbitrator, they will request
17 from the American Arbitration Association (AAA) or other mutually acceptable agency, a list of
18 arbitrators. The parties shall alternately strike names from the list.

19 B. An arbitrator will have no authority to make a decision or issue a remedy that
20 changes, alters, detracts from or adds to the Agreement. The arbitrator will only have the authority to
21 decide whether the County had or had not correctly applied the written provisions of the Agreement
22 and to award a remedy based on the written provisions of the Agreement.

23 C. The arbitrator's fee and expenses will be paid equally by the parties. Each party
24 shall pay for its own costs incurred in the arbitration process, including attorneys or other
25 representation fees.

26 D. No matter may be arbitrated which the County has no authority over and/or has no
27 authority to change, or has been processed under dispute resolution procedures not provided under
28 the Agreement.

1 E. The arbitration hearing will be conducted under the rules and regulations set forth
2 by the AAA.

3 **Section 5. Timelines and Forfeiture:** Timelines may be extended by mutual written
4 agreement.

5 **Section 6. Alternative Dispute Resolutions:**

6 A. **Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing an
7 unfair labor practice charge with the PERC, the complaining party will notify the other party, in
8 writing, meet, and attempt to resolve the matter unless the deadline for filing with the PERC would
9 otherwise pass or the complaining party is seeking a temporary restraining order as relief.

10 B. **Mediation:** Following a timely submittal of an issue to arbitration, either party
11 may request mediation. Should both parties agree, they will meet with a mediator and try to resolve
12 the grievance. In the event that the grievance is not resolved, the matter shall be deferred to the
13 arbitration process.

14 **Section 7.** In any arbitration under this Article, the arbitrator's fee and expenses shall be
15 borne equally by both parties. For any grievance step or procedure under this Article, including
16 arbitration, each party shall bear the cost of any witnesses appearing on the party's behalf; the cost of
17 preparation and presentation of the matter and all costs associated with the hiring of attorneys in
18 presenting the party's case.

19 **ARTICLE 14: NON-DISCRIMINATION**

20 The County or the Union shall not unlawfully discriminate against any employee with respect
21 to compensation, terms, conditions or privileges of employment because of race, color, creed,
22 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory
23 disability.

24 **ARTICLE 15: POSITION OPENINGS AND JOB BIDDING**

25 **Section 1. Master Schedule:** The County shall maintain a Master Schedule that includes
26 both shifts and days off and the employees occupying them. The County may make changes to the
27 Master Schedule to meet its staffing needs after the Master Schedule is established. The County shall
28 notify the Union of changes to the Master Schedule. Assignments of regular employees to these

1 changed shifts and days off shall be made as follows:

2 1. Any new shift and days off added to the master schedule shall be posted for bid to
3 all employees within the classification.

4 2. Any reorganization of classifications covered by this agreement shall be done in the
5 following manner:

6 a. Advise affected unit staff of reorganization and allow them to bid for any
7 slot within the classification (free bid).

8 b. Remaining employees within affected unit may exercise bumping rights
9 over anyone in the classification, as contained in Article 12 of this Agreement.

10 3. Detention Supervisors may bid for shift and days off on the basis of seniority
11 within the job classification.

12 **Section 2. Vacant Positions:** Prior to the initiation of any competitive process to fill a vacant
13 bargaining unit position, any regular employee holding the same classification as that of the vacant
14 position shall be given the opportunity to bid for shift and days off of the vacant position. New hires
15 or probationary employees will not be placed in Master Schedule positions until the successful
16 completion of probation. Such bidding shall be accomplished in the following manner.

17 A. Job bid requests may be initiated at any time.

18 B. The number of requests each employee may initiate is not limited.

19 C. If two or more employees bid on one position, appointment will be made on the
20 basis of seniority within the classification. In the event of equal seniority, agency seniority shall
21 prevail. In the event that agency seniority is tied, the selection shall be at the sole discretion of the
22 manager.

23 **Section 3. Bid Process:**

24 1. Regular employees must indicate:

25 a. Their preferred shift and days off.

26 2. Bids must be on file prior to the initial position in a sequence becoming vacant in
27 order to be considered for that position or any subsequent opening which may occur as a result of that
28 vacancy. For the purpose of this Section, the date of the initial position becoming vacant means the

1 date a resignation letter or a termination form is received and date/time stamped by the Juvenile
2 Division Director/designee; at the time a new job offer is accepted on a promotion; at the time a
3 transfer request is approved; or at the time the termination/demotion of an employee is formalized in
4 writing by the Juvenile Division Director or designee.

5 3. Employees must accept the job when offered as a result of bid. If the employee
6 refuses, the employee's name will be removed from bid system for six (6) months.

7 4. Employees on probationary status or written performance improvement plans may
8 not participate in the bid system.

9 5. Employees may not change positions as a result of job bid requests more than once
10 in a twelve (12) month period.

11 6. When a job slot is accepted or rejected by the employee as a result of a bid, all
12 other bids the employee has on file are canceled. Bids may be resubmitted when the employee again
13 becomes eligible.

14 7. Once bids are on file they remain indefinitely until canceled by the employee or
15 canceled subject to No. 6.

16 **Section 4.** In the case of an unforeseen combination of circumstances or the resulting state
17 that calls for immediate action, employees may be required upon short notice to work shifts, or hours,
18 or days for the period of the need only.

19 **Section 5.** Regular employees promoted who do not complete their probationary period shall
20 have a right to return to the job slot previously held if still vacant or to a position in the same
21 classification with full seniority rights.

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

23 **Section 1. No Work Stoppages:** The County and the Union agree that the public interest
24 requires efficient and uninterrupted performance of County services and to this end pledge their best
25 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not
26 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
27 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
28 County functions by employees under this Agreement and, should same occur, the Union agrees to

1 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
2 a work stoppage if any of the above activities have occurred.

3 **Section 2. Union's Responsibilities:** Upon notification in writing by the County to the
4 Union that any of its members are engaged in work stoppage, the Union shall immediately, in
5 writing, order such members to immediately cease engaging in such work stoppage and provide the
6 County with a copy of such order. In addition, if requested by the County, a responsible official of
7 the Union shall publicly order such employees to cease engaging in such a work stoppage.

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

10 A. Discharge.

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

12 **ARTICLE 17: TIME, SPACE AND PROPERTY**

13 **Section 1. Work Time:** Work time shall not be used for Union business, except as authorized
14 by the Director of DAJD/designee for those Union officers necessary for the processing of grievances
15 or handling representational responsibilities.

16 **Section 2. Leave Of Absence:** An employee elected or appointed to office in the Union
17 which requires a part or all of his/her time may be given leave of absence without pay upon
18 application and approval of the Director of DAJD/designee.

19 **Section 3. Facilities:** DAJD space and facilities may be used by the Union for the purpose of
20 holding meetings subject to the established policies governing the use of facilities.

21 **Section 4. Material:** DAJD supplies and equipment shall not be used in performing any
22 function related to the activities of the Union, except as authorized by the Director of DAJD.

23 **ARTICLE 18: MEDICAL, DENTAL AND LIFE PLAN**

24 The County will provide medical, dental, life, disability, and vision benefits for regular,
25 probationary, provisional and term-limited temporary employees and their eligible dependents as
26 determined by the Joint Labor-Management Insurance Committee or its successor.

27 **ARTICLE 19: SAVINGS CLAUSE**

28 Should any part hereof or any provision in this Agreement be rendered or declared invalid by

1 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
2 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
3 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet
4 within thirty (30) calendar days and negotiate such parts or provisions effected. The remaining parts
5 or provisions of this Agreement shall remain in full force and effect.

6 **ARTICLE 20: WAGE RATES**

7 **Section 1. Pay Ranges:** Wage rates for each classification are set forth in Addendum A.

8 **Section 2. Step Increases:**

9 A. Upon successful completion of a six (6) month probationary period, an employee's
10 salary shall be advanced to the next step. If the probationary period is for one (1) year, the employee
11 shall be advanced to the next step upon satisfactory completion of the first six (6) months of
12 employment.

13 B. Annual step increases will be given after the first increase described in Section
14 2.A, if the employee's work performance and work habits are satisfactory, and until such time that
15 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the
16 discretion of the division manager.

17 **Section 3. Total Compensation Agreement.** Upon full ratification of the Memorandum of
18 Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And
19 Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit
20 Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement
21 are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as
22 Addendum C.

23 **Section 5.** Longevity Premium Qualified bargaining unit members will receive longevity
24 premiums as set forth in Addendum B.

1 **ARTICLE 21: DURATION**

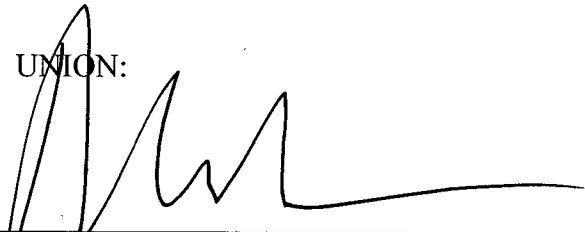
2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive and
4 shall be in effect January 1, 2015 through December 31, 2016.

5
6 APPROVED this 11 day of JULY, 2016.

7
8
9
10 By: Don Constitt

11 King County Executive

12
13
14
15 UNION:

16 

17
18 _____
19 Mark Watson
20 Staff Representative
21 Washington State Council of County and City
22 Employees, Council 2, Local 2084-S
23
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25
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ADDENDUM A

2015 Wage Addendum

Washington State Council of County and City Employees, Council 2, Local 2084-S
DAJD (Juvenile Detention Supervisors)

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Corrections Supervisor	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
Small Facility Food Services Supervisor	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
Project/Program Manager III	Range 63 Step 1	Range 63 Step 2	Range 63 Step 3	Range 63 Step 4	Range 63 Step 5	Range 63 Step 6	Range 63 Step 7	Range 63 Step 8	Range 63 Step 9	Range 63 Step 10

Classification Title	Job Class Code	PeopleSoft Job Code
Corrections Supervisor	5213300	522201
Small Facility Food Services Supervisor	9501100	951501
Project/Program Manager III	2441300	243320

Refer to the King County Squared Table for rates.

cba Code: 276

**ADDENDUM B
LONGEVITY**

Union Code: N3

Washington State Council of County and City Employees, Council 2, Local 2084-S
DAJD (Juvenile Detention Supervisors)

After 10 years of service as a Supervisor .54/hr	After 15 years of service as a Supervisor .81/hr	After 20 years of service as a Supervisor 1.08/hr
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Years of service is measured by an employee's adjusted service date based on date of hire as a Supervisor.

ADDENDUM C

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

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

Introduction:

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

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

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

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

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

ADDENDUM C

Agreement:

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

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

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements (“wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits”) of current collective bargaining agreements (CBAs) are “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a “Total Compensation” agreement that will be effective January 1, 2017 or later, as agreed to by the parties. “Total Compensation” elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these “Total Compensation” elements as well as county initiatives that include but are not limited to “Employer of the Future” and “Standards.” It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of “Total Compensation”) is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

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

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

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

ADDENDUM C

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

Changes to King County Family and Medical Leave

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

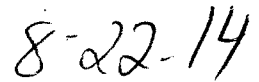
It is further agreed that:

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

For King County:



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



Date

ADDENDUM C

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

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

Labor Organization: Washington State Council of County and City Employees, Council 2

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community & Human Services
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
276	WSCCCE, Council 2, Local 2084-S	Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors)
458	WSCCCE, Council 2, Local 2084-SC	Superior Court - Family Court Operations; Court Appointed Special Advocates Specialists and Attorneys (CASA)
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)

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


Chris Dugovich
President/Executive Director


Date

**ADDENDUM C
ADDENDUM A**

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

ADDENDUM C ADDENDUM A

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

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

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

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

ADDENDUM C ADDENDUM A

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

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

**ADDENDUM C
ADDENDUM A**

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

For International Brotherhood of Teamsters Local 117:

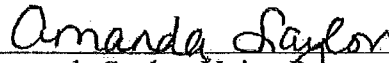


Tracey A. Thompson, Secretary-Treasurer

4/25/11

Date

For Office & Professional Employees International Union, Local 8:




Amanda Saylor, Union Representative

4/25/11

Date

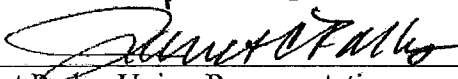
For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

4/26/11

Date

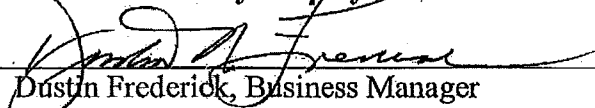


Janet Parks, Union Representative

4/25/11

Date

For Public Safety Employees Union:




Dustin Frederick, Business Manager

4/25/11

Date

For Technical Employees Association:

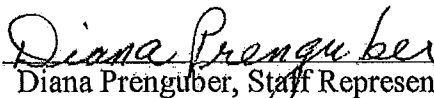


Ade Franklin, President

4.27.11

Date

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

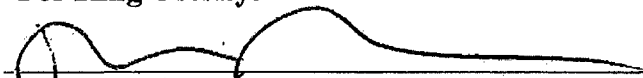


Diana Prenguber, Staff Representative

4-25-11

Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11

Date

**ADDENDUM C
ADDENDUM A
EXHIBIT A**

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

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

ADDENDUM C
ADDENDUM A

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

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

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

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

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

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

**ADDENDUM C
ADDENDUM A**

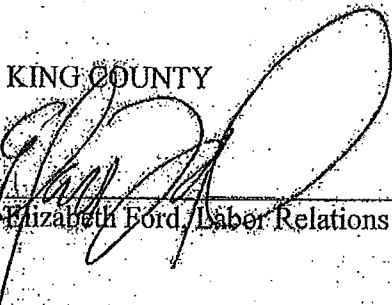
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations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

ADDENDUM C
ADDENDUM A

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

Dated this 30th day of September, 2008.

KING COUNTY



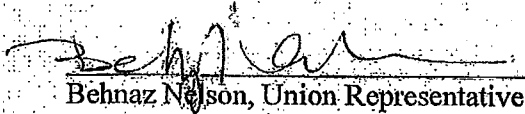
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

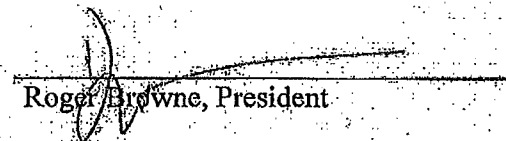
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

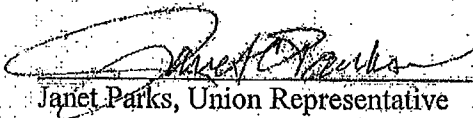
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

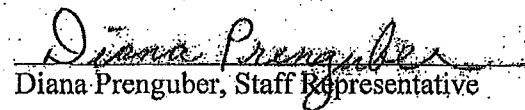


Roger Browne, President

WSCCCE, Council 2

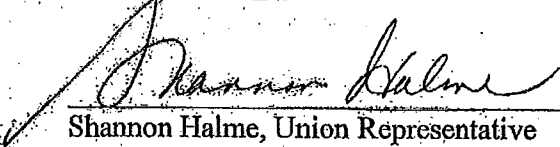


Janet Parks, Union Representative



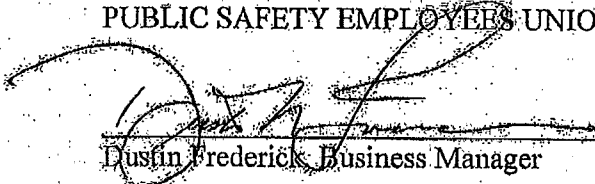
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYERS UNION 519



Dustin Frederick, Business Manager