AGREEMENT BETWEEN
KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
AND
PUBLIC SAFETY EMPLOYEES UNION
REGARDING LEGAL ADMINISTRATIVE SPECIALISTS

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AGREEMENT BETWEEN
KING COUNTY DEPARTMENT OF JUDICIAL ADMINISTRATION
AND
PUBLIC SAFETY EMPLOYEES UNION
LEGAL ADMINISTRATIVE SPECIALISTS

These articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County and the Public Safety Employees Union, Legal Administrative Specialists (Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council of King County, Washington.

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 2.1. The County recognizes the Union as representing its members in job classification 4203100 Legal Administrative Specialist 1, 4203200 job classification Legal Administrative Specialist II, and job classification 4203300 Legal Administrative Specialist III.

Section 2.2. It shall be a condition of employment that all regular full time, regular part time, and term-limited temporary employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee to the Union for their representation to the extent permitted by law. Those who are not

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

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

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

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

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

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

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

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

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

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

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

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

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

ARTICLE 5: HOURS OF WORK AND OVERTIME

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

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

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

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

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

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

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

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

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

ARTICLE 6: VACATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7: ATTENDANCE

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

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

ARTICLE 8: SICK LEAVE

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

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

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

A. Employee illness;

B. Noncompensable injury of an employee (e.g., those injuries generally not eligible for workers' compensation payments);

C. Employee disability due to pregnancy or childbirth;

D. Employee exposure to contagious diseases and resulting quarantine;

E. Employee keeping medical, dental, or optical appointments. For routine medical, dental or optical appointments, the employee must submit an absence request form to the employee's immediate supervisor and receive the supervisor's approval for such absence prior to the absence. The absence request form must be submitted one (1) week in advance. The supervisor shall approve or deny the written request within twenty-four (24) hours of the submission of the request.

F. Sick leave may be used to care for family members of an employee in accordance

with Section 8.13 of this Article.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.13. Family Care.

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

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

C. Family Care Leave.

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

2. Care for a child. An employee may use Family Care Leave to provide supervision or treatment for his or her child with a "health condition requiring treatment or supervision."

a. For purposes of this section, "child" means a biological, adopted or foster child, a stepchild, a legal ward of the employee or the employee's spouse or domestic partner who is under eighteen years of age, or eighteen years of age or older and incapable of self-care because of a mental or physical disability.

b. "Health condition requiring treatment or supervision" includes:

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

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

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

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

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

a "serious health condition" or an "emergency condition."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: HOLIDAYS

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

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

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

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

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

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

addition to the regular holiday pay.

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

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

ARTICLE 10: WAGE RATES

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

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

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

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

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

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

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

job.

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

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

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

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

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

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

ARTICLE 12: WORK OUTSIDE OF CLASSIFICATION

Section 12.1.

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

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

of the higher range.

ARTICLE 13: REDUCTION IN FORCE/LAYOFF/RECALL

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

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

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

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

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

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

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

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

laid off last will be rehired first.

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

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

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

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

C. Failure to report to work;

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

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

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

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

ARTICLE 14: SENIORITY

Section 14.1. Seniority shall be defined as follows:

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

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

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

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

Section 14.2.

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

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

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

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

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

ARTICLE 15: EMPLOYEE RIGHTS

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

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

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

Use Memorandum of Understanding.

ARTICLE 16: GRIEVANCE PROCEDURE

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

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

Section 16.1. Definition.

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

Section 16.2. Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 17: MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18: UNION REPRESENTATION

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

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

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

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

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

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

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

ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

A. Discharge.

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

ARTICLE 21: SAVINGS CLAUSE

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

ARTICLE 22: DURATION

This Agreement shall become effective when ratified by the parties, and covers the period January 1, 2012 through December 31, 2015. Written notice of desire to modify this Agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration.

APPROVED this 1 day of March, 2013.

By: _____

King County Executive

_____ 1/24/13

Public Safety Employees Union

PUBLIC SAFETY EMPLOYEES UNION
LEGAL ADMINISTRATIVE SPECIALISTS

ADDENDUM A

King County 10 Step Hourly Squared Schedule

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

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

ADDENDUM C

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

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

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

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

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

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

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

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

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

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

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

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

ADDENDUM C

B. <u>2013 COLA</u>

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

C. <u>2014 COLA</u>

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

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

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

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

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

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

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

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

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

ADDENDUM C

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

For Public Safety Employees Union:

11/~~10~~ 4/10
Date

For King County:

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

11-5-10
Date

ADDENDUM B

Memorandum of Agreement

By and Between

King County

and

Public Safety Employees Union

Legal Administrative Specialists - Department of Judicial Administration

Subject: Transition to Biweekly Pay

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

1. The County provided timely notice to the Union of its intent to implement a biweekly payroll schedule for employees represented by the Union who are currently paid on a semi-monthly schedule.

2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Union. The affected employees are members of Public Safety Employees Union.

3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.

4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.

5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

ADDENDUM B

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

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

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

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

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

Dustin Frederick
Business Manager

6/4/09
Date

For King County:

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

6/4/09
Date