PUBLIC SAFETY EMPLOYEES UNION
NON-COMMISSIONED PROFESSIONAL EMPLOYEES
AT THE KING COUNTY

DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

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These articles constitute an agreement between King County and Public Safety Employees Union, the terms of which have been negotiated in good faith, between King County and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the 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 set forth the wages, hours and other working conditions of such employees in appropriate bargaining units.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

Section 2. ***Union Security:*** It shall be a condition of employment that all regular full-time, regular part-time, temporary and term limited employees who are members of the Union 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.

It shall be a condition of employment that regular full-time, regular part-time, temporary and term limited employees, covered by this Agreement and hired on or after its effective date shall, on the thirtieth calendar (consecutive) day following 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, employees who hold genuine religious beliefs or tenets which object to membership in the Union, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish written proof that payment to the agreed upon non-religious charity 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 3. ***Dues Deduction:*** 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 of the signatory organization and shall transmit the same to the treasurer of the signatory organization.

The signatory organization 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 signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

Section 4. ***Union Membership - Informational Form:*** The County will require all new

employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will inform them of the union's exclusive recognition.

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

D. assigning and directing the work force;

E. developing and modifying class specifications;

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

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

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

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

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

County's exclusive right to make necessary changes to the payroll system that will standardize pay practices and FLSA work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be reopened 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.

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

N. Assigning bargaining unit work to any member of the bargaining unit, consistent with this collective bargaining agreement.

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

O. Personnel Guidelines/Career Service: King County retains the right to bargain changes or effects - to the extent required by law - to King County Personnel/Career Service Rules, and may propose such changes at any time. Such proposals may be discussed in labor/management meetings or any forum acceptable to the parties.

P. Performance Review: King County retains the right to develop and implement a new performance evaluation system, consistent with the authority retained by the County in Article 3, Section B supra.

ARTICLE 4: HOLIDAYS

The County shall continue to observe the following paid holidays:

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

Section 1. ***Date of Observance:*** All holidays shall be observed in accordance with RCW 1.16.050, as amended.

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

Section 3. ***Floating Holiday:*** Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay period that includes the first day of October and one personal holiday shall be added to the vacation leave bank in the pay period that includes the first day of November of each year. These days can be used in the same manner as any vacation day earned.

Section 4. ***Holiday Pay Eligibility:*** An employee must be in a pay status the day prior to and the day following a holiday to be eligible for holiday pay.

Section 5. ***Pro-Rata Benefits:*** Regular part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.

ARTICLE 5: VACATIONS

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

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

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

Section 2. ***Monthly Accrual - Vacation Holidays and Sick Leave:*** Employees with one or more continuous years of service shall accrue vacation benefits monthly pursuant to King County

policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

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

Section 3. ***Regular Part Time Employees:*** 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 hours per day in a department that normally works eight hours per day, then the part-time employee would be granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years service.

Section 4. ***No County Employment While on Vacation:*** 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 5. ***Leave Increments:*** For overtime eligible employees, vacation, sick leave and unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department director or his/her appointed designee.

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

Section 7. ***Payment Upon Death of Employee:*** 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 8. ***Excess Vacation:*** Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Except that employees may continue to accrue additional vacation beyond the maximum specified

herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein, (480 hours for a 40 hour per week employee), consistent with Section 6 above. Employees shall forfeit the excess accrual on or before the last day of the pay period that includes December 31 of each year.

Section 9. ***Vacation Preference:*** In accordance with past practice, vacation shall be granted on a seniority basis within each unit and shall be taken at the request of the employee with the approval of the Director or his/her designee. Employees who are transferred involuntarily, and who have already had their vacation request approved as specified above, will be allowed to retain that vacation period regardless of their seniority within the new unit to which they are transferred.

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

ARTICLE 6: SICK LEAVE

Section 1. ***Accrual:*** Regular full-time employees, and regular part-time employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month The employee is not entitled to sick leave if not previously earned.

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

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

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

Section 5. ***Verification of Illness:*** Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed healthcare provider

may be required for any requested sick leave absence.

Section 6. ***Separation from 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 years, accrued sick leave shall be restored.

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

Section 8. ***Other Than County 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.

Section 9. ***Sick Leave Cashout:*** Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who leave the County's employment in good standing after twenty-five (25) years or more or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

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

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

A. Employee illness;

B. Employee disability due to pregnancy or childbirth;

C. Employee exposure to contagious diseases and resulting quarantine;

D. Employee keeping medical, dental, or optical appointments;

E. Employee caring for a child under the age of eighteen (18) with a health condition

that requires treatment or supervision (pursuant to RCW 49.12.270);

F. As required under state or federal law;

G. To volunteer in a child's school for up to a maximum of 3 days on the conditions set forth in the King County Personnel Guidelines.

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

A. Regular, full-time employees shall be entitled to three (3) working days (24 hours) of bereavement leave a year due to the death of members of their immediate family.

B. Regular, full-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when death occurs to a member of the employee's immediate family.

C. Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Appendix C. This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

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

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

Section 13. ***Sick Leave Incentive:*** In January of each calendar year, employee sick leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited to their vacation account. Employees who have used more than sixteen (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their vacation account. The additional vacation credits specified herein shall not affect sick leave amounts. Pro rata eligibility and incentive hours will be applied to 35 hour employees, as well as other employees who work fewer than 40 hours per week.

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

ARTICLE 7: WAGE RATES

Section 1. ***Rates of Pay:*** Wage rates for 2013 shall be as listed in Addendum A. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek. The Union Coalition cost-of-living adjustment Memorandum of Agreement, "Addressing The 2011 Budget Crisis", effective through December 31, 2014 and attached as Appendix D is incorporated into this collective bargaining agreement herein by reference (King County document code: 192C0113_Appendix D_000U0310_COLA-2011_192_scsg.pdf).

Section 2. All compensation related provisions of this collective bargaining agreement (CBA) (including but not limited to Articles 7 and 8) may be reopened after December 31, 2013 upon written notice by either party, for the purpose of bargaining compensation related provisions of this CBA that will be effective on a date agreed to by the parties. The parties agree to bargain such provisions in 2013 or 2014 with the intent of having an agreement in place on compensation items before January 1, 2015.

Section 3. ***Work Out of Class:*** King County may assign an employee to work out of class whenever an employee is assigned, in writing (such assignments must be in writing), by the division director or his/her designee, to perform the duties of a higher classification for a period of one full working day or more, that employee shall be paid at the first step of the higher class or a minimum of five percent 5%, whichever is greater, over the salary received prior to the assignment, for all time spent while so assigned. Additional compensation shall not exceed the maximum of the salary range for the assigned classification. King County may assign employees to perform the work of a lower classification, but while so assigned, the employee will be paid at the rate of his/her normal classification.

Section 4. ***Lead Worker Pay:*** Employees assigned, in writing, by the division director or his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent (5%) greater than their regular rate for all time so assigned, unless placed in a "lead worker" classification, in which case the wage range assigned to that classification will apply.

Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may

be revoked at any time at the sole discretion of management at such time as the "lead worker" designation is removed, the employee's compensation reverts to the rate received prior to the designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it shall be subject to the grievance procedure and requirements of just cause.

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

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

Statement of Intent: The intent of the parties is that this program is to be funded through cost savings. It is also the intent of the parties that the cost of this program (employee incentive program) not exceed 1% of the total base wages of the bargaining unit.

The parties agree that in addition to the costs, other factors that will be considered in evaluating the program include the effectiveness of the program in improving productivity and efficiencies (consistent with department adopted missions and goals) the ease of administration, consistency in implementation, difficulties of implementation, effect on employee morale, and administration costs and demands.

A. Translation

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

Those employees named on such list are eligible and qualified to perform translation/interpreting services for the department and are eligible to receive a five hundred dollar ($500) (flat monthly rate of $41.67 converted to an hourly figure or divided into the number of pay periods per year) per year premium for such services. Employees who are placed on the eligibility list after January 1st of any given year shall be paid a prorated share of the five hundred dollars ($500) yearly premium (flat monthly rate of $41.67 converted to an hourly figure or divided into the number

of pay periods per year). Employees who are placed on the eligibility list after January 1st of any given year shall be paid such premium the month following placement on such list.

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

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

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

1) A prescheduled witness interview, or;

2) The translation of a legal document or a written witness statement into either English or another language.

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

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

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

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

B. Training

1) Management has the right to appoint a Training Coordinator to perform group training and to develop plans and processes to meet training needs. An employee so appointed will receive fifty dollars ($50) premium (flat rate converted to an hourly figure or divided into each

applicable pay period) for each pay period in which this assignment is made and services are used by the employer.

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

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

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

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

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

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

C. Budgetary Savings

Employees are eligible for a maximum of one hundred dollars ($100), per calendar year (divided and paid hourly or by number of pay periods in the year) as a "bonus"/performance pay, when an employee demonstrates to the department Director or designee that she/he has taken action or recommended action that has resulted in cost savings or additional revenue for the department to which the employee is assigned. Such savings/additional revenue must be a minimum of $1,000 to qualify for this, "bonus"/performance pay. Request for such a "bonus"/performance pay must be made initially with the employee's immediate supervisor who will make a written recommendation that will proceed up the chain of command.

Request for the "bonus"/performance pay must be made by the employee within sixty (60)

days of the action taken by the employee or within sixty (60) days the budgetary savings is realized by the particular department, whichever is greater.

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

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

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

D. Education

The department will pay to qualified employees a premium of fifty dollars ($50) per month (see below; converted to hourly figure or per pay period figure), provided that the employee has obtained an M.A. degree from any accredited state college.

Master's Degree	$50 month premium (converted to hourly figure or pay period figure)

This section is subject to the grievance procedure.

Section 7. ***Shift Differentials:*** The value of the shift differential has been rolled over into the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Addendum A (Wages) to this contract. No employees shall receive shift differential as a separate premium.

Section 8. ***Reinstated Employees:***

A. Reinstatement Within One Year: Employees who are reinstated pursuant to

Career Service Rules within one calendar year of the date they left County service shall, upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the same salary step that they were on when they left service plus any step advancement due for the addition of the current service.

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

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

Section 9. The parties have bargained King County's 2005 proposed changes to the King County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby incorporated into this Agreement.

ARTICLE 8: OVERTIME

Section 1. ***Overtime:***

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

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

Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

Section 2. ***Callouts:*** A callout is defined as an unexpected, unscheduled order to return to work after the employee has left the facility. Work scheduled in advance shall not be subject to the provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall be allowed at overtime rates.

A. Court Overtime Callouts: A minimum of two (2) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees subpoenaed to court while on furlough or vacation.

B. Training: In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two (2) hour minimum callout will be paid.

Section 3. ***Overtime Authorization:*** All overtime shall be authorized by the Department Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew.

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

Section 5. ***Work Week:*** For the purpose of calculating overtime compensation, an employee's work week shall be defined as beginning at 12 a.m. Saturday and ending 11:59 p.m. Friday.

Section 6. ***Compensatory Time:*** In lieu of overtime pay, an employee may request, in writing, prior to working the overtime, compensatory time at the rate of time and one half for each

hour of overtime that was worked, provided: all comp time must be authorized by Department management. If denied, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with comp time rather than overtime pay is within the discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

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

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

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

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

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

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

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

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

Section 7. ***Voluntary Training:*** Employees who request training on a voluntary basis will not be paid for study time associated with said training, nor will overtime compensation be paid for

workdays that extend beyond the normal contractual workday if said workday is part of the normal training schedule, provided, however, employees who are required to attend by the Department will be paid their regular wage for attending training, plus any overtime, if applicable, pursuant to the overtime provisions of this agreement.

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

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

ARTICLE 9: HOURS OF WORK

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

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

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

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

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

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

Section 5. ***Job Sharing:*** If two employees in the same job classification and work site wish to job share one full-time position, they shall submit such a request in writing to their immediate supervisor. The immediate supervisor shall submit such request to the Department Director, or Division Director. The request shall be transmitted to the Department Director. The Department Director shall have ninety (90) days from the date he/she receives the request to review the request and either approve or deny the request for job sharing. Employees who job share one full-time position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as other half-time County employees. In the event that one of the job-sharing employees terminates his/her employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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

ARTICLE 11: MISCELLANEOUS

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

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

Section 3. ***Access to Premises:*** The Employer administration shall afford Union representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

Section 4. ***Loss of Personal Effects:*** Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at department expense, not to exceed $150.00.

Section 5. ***Mandatory Higher Education:*** Employees who are required to obtain additional formal education beyond that initially required for employment shall be allowed time off from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion of management.

Section 6. ***Jury Duty:*** An employee required by law to serve on jury duty shall continue to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of time necessary for such assignment. If they have four hours or more left on their shift at the completion of the jury duty assignment for the day, they shall report to their work location and complete the day shift. Once the employee is released for the day, or more than one day, then he/she is required to contact the supervisor who will determine if he/she is required to report for duty, provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m. he/she shall not be required to report for work on that particular day.

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

When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of regular

duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

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

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

Section 8. ***Transfers:*** Prior to the implementation of involuntary transfers the Department will ask for volunteers. If no employees volunteer for the openings then the procedure referenced below will be implemented.

Employees who are transferred involuntarily between programs within the Department, e.g., Vet's Program or Work Training Program, due to program closure or staff realignment shall be transferred based on reverse seniority with the least senior employee being transferred first. An exception to this seniority rule may be made at the discretion of King County when an employee who is not the least senior has specific training or specific skills that are needed in the position. Justification for this exception must be articulated by King County.

ARTICLE 12: 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 grievances.

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

Procedure

Step 1 - Immediate Supervisor: A grievance shall be presented by the aggrieved employee, or his/her representative if the employee wishes, on a Union grievance form within 14 calendar days of the act or omission giving rise to the grievance, to the employee's immediate supervisor.

The grievance must:

A. fully describe the alleged violation and how the employee was adversely affected;

B. set forth the section(s) of the Agreement which have been allegedly violated; and

C. specify the remedy or solution being sought by the employee filing the grievance.

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

Step 2 - Division Director: If, after thorough discussion with the immediate supervisor or administrator, the grievance has not been satisfactorily resolved, the Union shall present the grievance to the appropriate Director for investigation, discussion and written reply. The appropriate manager shall be defined as follows: Department of Community and Human Services - Division Director. The manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

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

Step 4 - Office of Labor Relations: If, after thorough evaluation, the decision of the department director has not resolved the grievance, the grievance may be presented to a committee

comprised of: one representative from the Union, one representative from the Department, and an OLR representative who shall also act as Chair. The Union representative and/or the Department representative may be subject to challenge for cause.

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

By mutual agreement, the parties may call in a mediator in place of the grievance panel and the OLR representative, to attempt to resolve the dispute. The parties shall jointly select the mediator, who will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good faith mediation and nothing the mediator says shall be admissible in an arbitration.

By mutual agreement the parties may either waive this Step (in writing) or by mutual agreement the OLR representative may do a review of the file and the union's arguments and issue a prompt written decision.

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

Step 5 - Arbitration: Either the County or the Union may request arbitration within thirty (30) days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time specify the exact question which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the

American Arbitration Association or the Federal Mediation and Conciliation Service, or by another agency if 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 one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, 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 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. Regardless of the outcome, each party is responsible for their own attorney and representation fees.

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 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

Section 2. ***Multiple Procedures:*** 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 2 of this grievance procedure.

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

Written reprimands may not be used for purposes of progressive discipline once three (3)

years have passed from the date the reprimand was issued, and the employer has documented no similar problems with the employee during this three (3) year time period. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, the grievance procedure will begin at Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will begin at the next appropriate step.

Section 4. ***Probationary Period:*** All new, and reinstated career service employees serve a probationary period of up to one (1) year from the date of their appointment. During this period, the employee is evaluated as a part of the final selection process; appointment to a career service position is not considered final unless the employee successfully completes a probationary period. Career service employees who are promoted, or demoted serve a probationary period from the date of their change in status. The probationary period rules relating to such period are defined by King County Career Service Personnel Guidelines.

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

ARTICLE 13: BULLETIN BOARDS

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

ARTICLE 14: NON-DISCRIMINATION

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

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.

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

ARTICLE 15: SAVINGS CLAUSE

Should any part of this collective bargaining agreement or any provision contained herein 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 portion 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 provision affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. ***No Work Stoppages:*** The employer and the signatory organization 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 signatory organization 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 signatory organization agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. ***Union Responsibilities:*** Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization 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 signatory organization shall publicly order such signatory organization employees to cease engaging in such a work stoppage.

Section 3. ***Disciplinary Action:*** Any employee who commits any act prohibited in this

article will be subject to the following action or penalties:

1. Discharge.

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

ARTICLE 17: WAIVER CLAUSE

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

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

ARTICLE 18: REDUCTION-IN-FORCE

Section 1. ***Layoff Procedure:*** Employees laid off as a result of a reduction in force shall be laid off according to inverse seniority within the classification, with the employee with the least time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff within the Department with the same classification seniority, the Department head will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are temporary employees serving in the class or position for which the regular or probationary employee is eligible and available. Each employee will have an adjusted service date based on their length of service within their classification and Department.

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

Section 3. ***Re- Employment List:*** The names of laid off employees will be placed in order of

layoff (with the employees with the most seniority as defined above placed at the top of the list) on a Re-employment List for the classification previously occupied. The Re-employment List will remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs first.

ARTICLE 19: DURATION

This Agreement shall be effective from January 1, 2013 after ratification by both parties, and remain effective through December 31, 2015, Except for the reopeners included herein. 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, namely October 31, 2015.

APPROVED this 17th day of July, 2013.

By: Rhonda L. Berry
King County Executive

SIGNATORY ORGANIZATION:

4/3/13
Public Safety Employees Union

cba Code: 192

Union Code: H8

Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
Effective 1/1/2013

Job Class Code	PeopleSoft Job Code	Classification Title	SQUARED TABLE RANGE	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
3116100	312308	Social Worker	**52**	Range 52, Step 1	Range 52, Step 2	Range 52, Step 3	Range 52, Step 4	Range 52, Step 5	Range 52, Step 6	Range 52, Step 7	Range 52, Step 8	Range 52, Step 9	Range 52, Step 10
3116200	213406	Social Worker - Senior	**57**	Range 57, Step 1	Range 57, Step 2	Range 57, Step 3	Range 57, Step 4	Range 57, Step 5	Range 57, Step 6	Range 57, Step 7	Range 57, Step 8	Range 57, Step 9	Range 57, Step 10

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

APPENDIX A
STEP PROGRESSION

1. All step increases are based upon satisfactory performance during previous service.

2. Step Progression: Employees covered by this collective bargaining agreement who start at step 1, shall automatically (consistent with other provisions of this collective bargaining agreement and Addendum A (Wages) attached) advance from step 1 to step 2 upon completion of 6 months of service regardless of the length of probation. Except that where the attached wage chart differs from this section, the wage chart prevails.

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

3. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the department.

4. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.

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

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

7. New King County Career Service employees, who have relevant experience as temporary employees either as true temporaries or as term limited temporaries with King County in the same classification to which they are hired, should be given appropriate credit for such prior service with respect to step placement.

8. The parties agree that Article 7 and Addendum "A" of this collective bargaining agreement gives the Department the discretion to place employees with or without prior King County service in a classification at the step the department believes is appropriate, consistent with other collective bargaining agreement provisions and King County Personnel Rules. This applies whether the employee is a new employee, a lateral hire, a new Career Service employee, a transfer or a promoted employee.

APPENDIX B
DEFINITIONS

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

1. Immediate Family:

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

2. Party:

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

3. Human Resources Director:

"Human Resources Director" means the Director of the Human Resources Division of the Department of Executive Services.

4. Regular Full-Time Position:

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

5. Regular Part-Time Position:

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

6. Temporary Position:

"Temporary Position" means a position which is not a regular position as defined in this Addendum and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this Addendum and short-term (normally less than six months)

temporary positions in which a temporary employee works less than nine hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35) hour work week is standard or less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the Director, in consultation with the department, is responsible for determining what hour threshold will apply.

7. Temporary Employee:

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

8. Term-Limited Temporary Position:

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

9. Term-Limited Temporary Employee:

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

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

APPENDIX C
FAMILY MEDICAL LEAVE

King County Code

3.12.220 - 3.12.223 PERSONNEL

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

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

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

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

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

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

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

date of leaving county employment less mandatory withholdings. This provision is predicated on the requirement that, except with the written approval of the executive, the position, if vacated by a non-represented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout.

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

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

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

2. The employee's incapacitating injury, but:

a. an employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

b. an employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the safety and workers' compensation program office in writing at the beginning of the leave;

c. an employee may not collect sick leave and workers' compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the county;

3. The employee's exposure to contagious diseases and resulting quarantine;

4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;

5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;

6. To care for the employee's child as defined in this chapter if the child has an illness or health condition which requires treatment or supervision from the employee; or

7. To care for other family members, if:

a. the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five--hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;

b. the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

c. the reason for the leave is one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX D

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 - Non-Commissioned - Department of Community and Human Services

cba Code	Union	Contract
192	PSEU	Non-Commissioned - Department of Community and Human Services

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.

APPENDIX D

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.

APPENDIX D

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:

11/4/10
Date

For King County:

P. Cole-Tindall

11-5-10
Date

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