AGREEMENT BETWEEN
KING COUNTY
AND
PUBLIC SAFETY EMPLOYEES UNION
COMMUNICATIONS CENTER SUPERVISORS

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These articles constitute an agreement, 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 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 1. ***Jurisdiction:*** The County Council recognizes the signatory organization as representing those employees whose job classifications are listed in the attached Addendum C.

Section 2. ***Union Security:*** It shall be a condition of employment that all regular full-time and regular part-time 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 and regular part-time employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) 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, that an employee with a bona fide religious objection to union membership and/or association based on the bona fide tenets or teachings of a church or religious body of which such employee is a member 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. It shall be the obligation of the employee requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for such exemption.

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 Form:*** The County will require all new employees, hired or promoted into 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. determine the mission, budget, organization, number of employees, and internal security practices of the Department;

b. recruit, examine, evaluate, promote, train, transfer employees of its choosing, and determine the time and methods of such action, and discipline, suspend, demote, or dismiss 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;

c. assign bargaining unit work to any employee in any classification in the bargaining unit consistent with Article 11, Section 7 and direct the work force;

d. develop and modify class specifications;

e. determine the method, materials, and tools to accomplish the work;

f. designate duty stations and assign employees to those duty stations;

g. reduce the work force;

h. establish reasonable work rules;

i. assign the hours of work;

j. take whatever actions may be necessary to carry out the Department's mission in case of emergency;

k. Bi-weekly pay: the right to define and implement a common bi-weekly payroll system that will standardize pay practices and fair Labor Standard Act work weeks 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 and changes to scheduled pay dates. The parties recognize that applicable provisions in the collective bargaining agreement may be reopened at any time during the life of this agreement by the County for the purposes of negotiating these standardized pay practices, to the extent required by law.

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.

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

m. Early Intervention Systems (EIS): Consistent with the authority retained in Article 3 Section B supra, King County has the right to develop and implement an EIS system consistent with King County Sheriff's Office policies and procedures.

n. Performance Review: Consistent with the authority retained in Article 3, Section B supra, King County has the right to develop and implement a performance evaluation system consistent with King County Sheriff's Office policies and procedures.

o. Civilian Review: King County has the right to create, develop and implement a system of civilian review and an Office of Law Enforcement Oversight (KC OLEO) consistent with King County Ordinances.

ARTICLE 4: HOLIDAYS

The County shall continue to observe the following paid holidays:

HOLIDAY	COMMONLY CALLED:
New Year's Day	1st day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	25th day of December

Section 1. ***Date of Observance:*** All holidays shall be observed in accordance with RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour seven day per week operation such as the Communications Center shall observe the following four (4) holidays on the specific dates listed below. For these specific named holidays, overtime will be paid only to those employees who work on the dates listed below:

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

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 day shall be granted on the first of October and one day on the first 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

Maximum vacation accrual will be 480 hours.

Section 2. ***Accrual Based on Hours Worked:*** 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 unit that normally works eight (8) 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. Employees may not use accrued vacation leave during their first six (6) months of employment, except as substitution for sick leave pursuant to Article 6.

Section 3. ***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 4. ***Vacation Increments:*** Vacation may be used in one-half hour increments at the discretion of the department director or his/her appointed designee.

Section 5. ***Maximum Payment Upon Termination:*** Upon termination for any reason, the non-probationary employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation. Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum C.

The hourly rate shall be determined by dividing the annual rate of pay by the number of work hours in that year.

Section 6. ***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 7. ***Excess Vacation:*** All 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. Non-probationary employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the excess accrual prior to December 31st of each year.

Section 8. ***Vacation Preference:*** In accordance with past practice, vacation shall be granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee with the approval of the Division Commander. 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 shift, squad, or unit to which they are transferred.

Section 9. ***Shift Assignments - Communications Center:*** Communications Supervisors

shall be allowed to submit shift and furlough preference forms prior to shift change(s). Shift assignments may be made with consideration given to employee seniority and preference, with the Department's staffing and training requirements given first priority. Decisions concerning shift assignments pursuant to this section shall not be a subject for the grievance procedure.

Section 10. ***Vacation Transfer:*** Employees in the bargaining unit shall be allowed to donate vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as amended, and Personnel Guidelines Rule 14.4.

ARTICLE 6: SICK LEAVE

Section 1. ***Accrual*:** Full-time regular employees, and part-time regular 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; 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.

Section 2. ***Loss of Accrual*:** During the first year of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full year, any vacation leave used for sick leave must be reimbursed to the county upon termination.

Section 3. ***Increments:*** Sick leave may be used in one-half hour increments at the discretion of the division manager 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 health care 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 County 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:

1. Employee illness;

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

3. Employee disability due to pregnancy or childbirth;

4. Employee exposure to contagious diseases and resulting quarantine;

5. Employee keeping medical, dental, or optical appointments.

6. In accordance with Family Medical Leave Act, King County Family Medical Leave and other relevant federal, county, and state law, including but not limited to the Washington Family Care Act.

7. Up to one day of sick leave may be authorized for an employee to be at the hospital on the day of the birth of his/her child.

8. Up to three (3) days of sick leave may be used per year, with advanced approval from the Sheriff's Office, to volunteer at the employee's children's school, consistent with King County Personnel Guidelines.

9. An employee may use vacation leave for sick leave for a Washington Family Care qualifying event.

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 death of members of their immediate family. Employees may receive an additional two (2) days (16 hours) of bereavement leave when round-trip travel of 200 or more miles is required.

b. "Immediate family" for purposes of bereavement leave, is defined as follows: the employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner and the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic partner.

c. 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 additional instance when death occurs to a member of the employee's immediate family.

d. Members of this bargaining unit are eligible for King County Family Leave (KCFML), as set forth in Ordinance No.13377, and codified in King County Code 3.12.220.

e. The definition of immediate family for purposes of (KCFML) is set forth in KC 3.12.220. This includes the employee's spouse or domestic partner, the child or parent of the employee or the employee's spouse or domestic partner, and an individual who stands or stood in loco parentis to the employee or employee's spouse or domestic partner. In cases of family care where no paid sick leave benefit is authorized or exists an employee may be granted leave without pay consistent with the above referenced code section, Federal FMLA, or Washington State Family Care Act, as appropriate.

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.

ARTICLE 7: WAGE RATES

Section 1. 2012 wage rates are listed in Addendum C. These wage rates include the 1.63 % COLA increase for 2012 and are effective January 1, 2012.

Section 2. ***Cost of Living Adjustments:***

a. The squared table will be adjusted upwards each year to reflect the Cost of Living Adjustments that are guaranteed to the bargaining unit as set forth in the attached Union Coalition Cost-of-Living ("COLA") Memorandum of Agreement Addressing The 2011 Budget Crisis, attached as Addendum H and incorporated herein by reference; Document Code: 212C0112_Addendum H_000U0310_COLA-2011_212_scsg.pdf.

In 2014, the parties agree to open negotiations on the subject of a 2015 COLA.

Section 3. ***Shift Differentials:*** The value of the shift differential has been rolled over into the base wage of all employees in this bargaining unit and is included in the wages outlined in Addendum C.

Section 4. ***Communication Center Training Duty:*** Employees in the Communications Center who are assigned in writing the responsibility of training and written evaluation of new employees or newly promoted Communications Supervisors shall be compensated in the following manner:

For each day a trainer is assigned an employee to train, the trainer will receive one (1) day's training credit. After a total of twenty (20) days, (i.e., four weeks), training credit has been accrued, the trainer will have the option of receiving thirty (30) hours additional pay at the straight time rate or

thirty (30) hours of additional vacation time or any combination totaling thirty (30) hours. Each additional block of twenty (20) days training credit will entitle the trainer to the aforementioned compensation option. In addition, Phase III training compensation will be increased to eight (8) hours of straight time pay, vacation time or any combination of pay and vacation time totaling eight (8) hours.

Section 5. ***Reinstated Employees:***

a. ***Reinstatement Within One Year:*** Employees who are reinstated pursuant to Civil 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 Civil 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 which obtain a step 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.

ARTICLE 8: OVERTIME

Section 1. ***Overtime:***

Overtime shall be payable after working 40 hours in a week. Overtime shall be paid at one and one half (1-1/2) times the employee's regular rate calculated using their hours worked. "Hours worked" excludes all sick leave. Hours worked excludes all sick leave, but this exclusion will be suspended for the duration necessary, consistent with Addendum G.

Section 2. ***Callouts:*** 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. In addition, call out pay shall apply to employees subpoenaed to court while on furlough or vacation.

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.

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 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 workday 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 then that provision shall be automatically amended to provide the minimum standards.

Section 5. ***Work Week:*** For the purpose of calculating overtime compensation, an employee's work week shall be defined as beginning with the first day of work after a furlough day and continuing for a total of seven (7) consecutive days. Also, the workday shall be defined as beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive hours.

Section 6. ***Compensatory Time:*** Employees may submit written requests for compensatory time in lieu of over time payments for working over time as defined by this Article. The employer will approve or deny such requests in writing. Employees who accrue compensatory time shall be allowed to carry up to sixty (60) straight time hours of compensatory time at any given time.

The parties agree that it creates an undue hardship on King County and King County Sheriff's

Office for accrued compensatory time to be scheduled or taken at any other time than during the time slots reserved for annual leave. Minimum staffing levels, staffing shortages, regulations concerning response time, federal funding requirements, and public safety responsibilities combine to unduly disrupt the Department's operation if compensatory time is not scheduled in this manner.

The parties reasonably and in good faith, anticipate that it would impose an unreasonable burden on the agency's ability to provide services of acceptable quality and quantity for the public during the time requested without the use of an employee's services if scheduled compensatory time is not limited to the time slots set aside for annual leave. Annual leave, compensatory time and discretionary leave may be scheduled in these annual leave slots, with annual leave given priority in scheduling. Requests for leave other than annual leave will be reviewed on a first come first serve basis, however, backfill requirements alone will not cause the Department to deny requests to schedule compensatory time. Requests to schedule compensatory time may be submitted no sooner than 60 calendar days prior to the first day of requested leave.

Nothing in this agreement changes or affects in any way the rules, procedures or practices for bidding or scheduling annual leave or discretionary leave.

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 overtime pursuant to the overtime provisions of this agreement.

Section 8. ***Reopener:*** King County may reopen this Article if requested in writing during the life of this collective bargaining agreement to bargain any changes (or effects) required by King County's Accountable Business Transformation (ABT) Program.

ARTICLE 9: HOURS OF WORK

Section 1. The normal working hours of the classifications affected by this Agreement shall be the equivalent of 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.

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:*** With management approval, work schedules may be altered upon written request of the employee.

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 Division Chief, via the Division Manager. The request shall be transmitted to the Sheriff/Director. The Sheriff/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 benefits pursuant to County policy. 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, with sixty (60) calendar days notice to the affected employee.

Section 6. ***Reopener:*** King County may reopen this Article if requested in writing during the life of this collective bargaining agreement to bargain any changes (or effects) required by King County's Accountable Business Transformation (ABT) Program.

Section 7. ***Alternative Work Schedules:*** The Department supports the concept of alternative work schedules when said schedules enhance the efficient operation of the Communications Center

and improve employee morale. Supervisors may present alternative work schedules to Management for consideration, review and approval. The parties agree to work collaboratively to modify or adjust alternative schedules so that the schedule provides that appropriate levels of experienced, fully competent Supervisors (or Acting Supervisors) are assigned on each shift.

Once an alternative schedule is approved Management retains the right to revert to the traditional schedule i.e. five/eight (5/8) hour days with fourteen (14) calendar days notice; or a different schedule pursuant to Article 9 HOURS OF WORK, Section 2. Work Schedules. In emergency situations, less than fourteen (14) days noticed may be provided.

ARTICLE 10: MEDICAL, DENTAL AND 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. ***Civil Service Hearings:*** Employees who are directly involved with proceedings before the Civil Service Commission may be allowed to attend without loss of pay provided prior permission is granted by the Department Director or his/her designee.

Section 4. ***Access to Premises:*** The Department 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 5. ***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 6. ***Work Out of Class:*** Whenever an employee is assigned, in writing, by the division manager or his/her designee, to perform the duties of a higher classification for a period of three working days 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. The department may assign an employee to perform the duties of a lower classification for a temporary period of time. In such cases the employee shall retain the same salary of his/her normal classification.

Section 7. ***Lead Worker Pay:*** Employees assigned, in writing, by the division manager 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. Assignment of "lead worker" status or pay will not confer on an employee any privilege or right, including the right of appeal, right of position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay may be revoked at any time at the sole discretion of the appointing authority or his/her designee. At such time as the "lead worker" designation is removed, the employee's compensation reverts to the rate received prior to the designation. Provided, however, that when revocation of lead worker pay is used as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just cause provisions of Article 12.

Section 8. ***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 9. ***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, with Saturday and Sunday off, 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.

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 in writing 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 fourteen (14) calendar days of the occurrence of such 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 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within three (3) working days. If a grievance is not pursued to the next level within three (3) working days, it shall be presumed resolved.

Step 2 - Section Manager: If, after thorough discussion with the immediate supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative shall present the grievance to the appropriate manager for investigation, discussion and written reply. The appropriate manager shall be defined as Section Commander. 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 grievance may be presented 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 (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 4 - Director of the Office of Labor Relations: If, after thorough evaluation, the decision of the department director has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to a committee comprised of one representative from the Union, one representative from the Department, and the Office of Labor Relations Director or his/her designee, 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 fifteen (15) days the Union may proceed to Step 5 of this grievance procedure (except for 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. Employer grievances shall be initiated at Step 4 of the grievance procedure.

By mutual agreement, the parties may call in a mediator in place of the grievance panel and the Director of the Office of Labor Relations, 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.

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. If the Step 4 decision is not timely appealed, the grievance will be presumed resolved. 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 (7) 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. Each party shall bear the cost of their own attorney 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/union have access to multiple procedures for adjudicating grievances, then selection by the employees/union 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. If any other complaints/claims relating to the issue in question are pursued after Step 2, then the grievance is automatically withdrawn.

Section 3. ***Just Cause/Progressive Discipline:*** No employee may be discharged, suspended without pay, or disciplined in any way except for just cause. Just cause shall be defined as cause which is based upon reasonable grounds and must be a fair and honest cause or reason, regulated by good faith. 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 action, 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 newly hired and promoted employees must serve a probationary period as defined in RCW 41.14 and Civil Service Rules. As the above 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 for performance related issues. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

Section 5. ***Union Concurrence:*** Inasmuch as this is an agreement between the County and the Union, only the Union, and not individual employees may make use of the provisions of this Article. The final authority to settle a grievance is vested with the Union and the County.

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.

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.

ARTICLE 15: 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 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 shall be considered absent without leave. Such employees are also 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 seniority within the department and classification, with the employee with the least time being the first to go. In the event there are two or more employees eligible for layoff within the Department with the same classification and 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 extra-help employees serving in the class or position for which the regular or probationary employee is eligible and available.

Section 2. ***Reversion to Previously Held Positions:*** In lieu of layoff, a regular or probationary employee may, on the basis of department seniority, bump the least senior employee in any lower level position within the bargaining unit formerly held by the employee designated for layoff.

Section 3. ***Re-employment List:*** The names of laid off employees will be placed in inverse order of layoff 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, 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, namely October 31, 2015.

APPROVED this 31 day of August, 2012.

By: Dow Constantine

King County Executive

SIGNATORY ORGANIZATION:

7/26/12

Public Safety Employees Union

ADDENDUM A

STEP PROGRESSION

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

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

3. 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.

4. 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. Performance evaluations and Department actions related thereto are not subject to the grievance procedure under this contract.

ADDENDUM B

DEFINITIONS

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

1. ***Department:*** King County Sheriff's Office.

2. ***Party:*** Either King County or Public Safety Employees Union Communication Center Supervisors.

3. ***"Part-time regular position":*** means a regular position in which the part-time regular employee is employed for at least nine hundred ten hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least one thousand forty 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 and forty hours, the director, in consultation with the department, is responsible for determining what hour threshold will apply.

4. ***"Temporary employee":*** means an employee employed in a temporary position and in addition, includes an employee serving a probationary period or is under provisional appointment. Temporary employees shall not be members of the career service.

5. ***"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 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.

cba Code: 212 **Union Code: H5**

ADDENDUM C
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
PUBLIC SAFETY EMPLOYEES UNION
COMMUNICATIONS CENTER SUPERVISORS
WAGE ADDENDUM

THIS ADDENDUM is supplemental to the AGREEMENT by and between the KING COUNTY, WASHINGTON, hereinafter referred to as the County, and the PUBLIC SAFETY EMPLOYEES UNION hereinafter referred to as PSEU.

Job Class Code	PeopleSoft Job Code	Classification Title	STEP 1	STEP 2	STEP 3
5150100	007452	Communications Supervisor	$35.4086	$37.1286	$38.9322

Wage Range - Communications Supervisor pay range is Range 58 of the 2012 King County (KC) Squared Table. Employees at Step 1 are paid at Step 6 of the KC Squared Table, Employees at Step 2 are paid at Step 8 of the KC Squared Table and Employees at Step 3 are paid at Step 10 of the KC Squared Table.

Step Movement - Step increases shall occur annually on an employee's adjusted service date based on date of hire as a King County Sheriff's Office Communication Specialist Supervisor.

ADDENDUM D
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. 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.

H. 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;

ADDENDUM D
FAMILY MEDICAL LEAVE

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.

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

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

K. 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.

L. 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.

M. 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).

ADDENDUM E
TRANSITION TO BIWEEKLY PAY

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 the 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.

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.

ADDENDUM F
PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

1. **Payment practice:** For as long as the King County Sheriff's Office is paid on a semi-monthly basis, the Union knowingly acknowledges that the County may reasonably pay as follows. Overtime pay, and holiday pay for hours worked on the 1st through the 15th will be paid by the 1st pay date of the following month and for hours worked from the 16th through the end of the month by the 2nd pay date of the following month. An employee who on the 1st through the 15th of a month submits a request for compensation in accordance with King County Sheriff's Office policies for "acting" pay will be paid his or her pay by the 1st pay date of the following month. If this request is submitted on the 16th through the end of the month, the pay will be paid on the 2nd pay date of the following month. This section shall not apply when there is a bona fide dispute as to the underlying pay.

2. **Authorized Employee:** Within 30 days following the effective date of an ordinance to appropriate funds for settlement of *Covey, et al v. King County,* King County Superior Court Cause No. 02-2-08317-0 SEA, the King County Sheriff's Office will designate an employee responsible for the investigation ("Authorized Employee") and resolution of employee complaints regarding the payment of wages. Written complaints will be submitted in accordance with King County Sheriff's Office policies. A response will be provided to the employee within ten (10) business days from the date the complaint is received by the Authorized Employee. If the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Authorized Employee will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, and may issue an appropriate additional remedy for late payment beyond one pay period up to a total maximum amount equal to the underlying pay at issue. If the employee does not agree with the resolution of the complaint, the employee may, if within ten (10) business days of receipt of the response from the Authorized Employee, submit the issue to the Payroll Review Board.

3. **The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one union representative from the bargaining unit representing the employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board the facts relating to the complaint. If the Board finds that the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one hour of straight time pay for each

incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized Employee, and may issue an appropriate additional remedy for late payment beyond one pay period, if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by the Authorized Employee must be unanimous. A decision on each case presented to this Board must be issued within five (5) business days of the presentation by the Authorized Employee. The Authorized Employee will communicate the decision of the Board to the employee who filed the complaint. If the Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review Board is unable to agree on a third person, the winner of a coin toss will select the third person.

4. The remedies afforded in paragraphs 2 and 3 do not apply if there is a bona fide dispute concerning the underlying pay.

5. **Collective Bargaining Agreement:** The Payroll Review Process is separate from and not subject to the grievance process outlined in the collective bargaining agreement covering the employees represented by the Union. Matters submitted to the Payroll Review Board may not be submitted to the collective bargaining agreement grievance process. Disputes arising out of the collective bargaining agreement, that meet the contractual definition of a "grievance", remain subject to the contractual grievance process.

ADDENDUM G
SICK LEAVE AND OVERTIME

1. The King County Sheriff's Office has a longstanding past practice of including paid leave as "hours worked" for purposes of calculating hourly overtime compensation rates, but excluding paid sick leave from such calculation. The exclusion of sick leave in calculating this rate is mandated by the last sentence of Article 8, Section 1 ("Hours worked" excludes all sick leave.)

2. Due to the payroll related difficulties of implementing this particular language with respect to the exclusion of sick leave from the overtime rate calculation, the parties agree to a temporary suspension of this language.

3. The effect of this temporary suspension is that the hourly overtime rate for members of this bargaining unit will assume "Hours worked" include paid sick leave.

4. This agreement does not constitute a change in contract language, but merely a temporary change in practice, or a suspension of the contract language in question. The "status quo," for purposes of collective bargaining, remains the current language found in Article 8, Section 1.

ADDENDUM H

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 - Communications Specialists Supervisors - King County Sheriff's Office

cba Code	Union	Contract
212	PSEU	Communications Specialists Supervisors - King County Sheriff's Office

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 H

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 H

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

11-5-10
Date