AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 2084-FM

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

ARTICLE 1: PURPOSE AND LABOR–MANAGEMENT COMMITTEE

1.1 ***Purpose:*** The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who are covered by this Agreement.

1.2 ***Labor-Management Committee:***

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

B. The role of the JLMC is to oversee the tasks and/or committees called for in this Agreement, and those that it establishes, and to provide the necessary coordination on matters involving the following principles:

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

performance of the work and the accomplishment of the public purpose of the Facilities Management Division (FMD) in the Department of Executive Services (DES)

- Perform other duties as contained in this Agreement

C. The JLMC will meet at least quarterly unless the parties mutually agree to change the schedule provided that no more than one hundred-twenty (120) days shall elapse between meetings. The parties will develop ground rules and other processes and procedures necessary for conducting LMC meetings.

D. The JLMC does not waive or diminish management rights or union rights. The parties recognize that the JLMC may not be able to resolve every issue.

1.3 *Definitions:* All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under K.C.C. 3.12, as amended.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 *Recognition:* The County recognizes the Union as the exclusive bargaining representative for all employees, other than confidential and supervisory employees, whose job classifications are listed in Addendum A and who work at Youth Services Center (YSC).

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

2.3 *Exemption:* In accordance with RCW 41.56.122, employees covered by this Agreement who are forbidden from joining a Union by bona fide religious beliefs, or tenants or teachings of a church or religious body, shall contribute an amount equivalent to regular Union dues and initiation fees to a non religious charity or to another religious charitable organization mutually agreed upon by the employee affected and the Union. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

2.4 *Dues Deduction:* Upon receipt of written authorization individually signed by an employee, the County shall have deducted from the pay of such employee the amount of dues as

certified by the business manager of the Union and shall transmit the same to its treasurer.

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

B. Develop and modify class specifications as well as assignment for the salary range for each classification and allocate positions to those classifications;

C. Determine the methods, materials and tools to accomplish the work;

D. Designate work locations and assign employees to those locations:

E. Reduce the workforce due to lack of work, funding or other cause consistent with efficient management;

F. Discipline, suspend, demote or dismiss regular employees for just cause;

G. Establish reasonable work rules;

H. Assign and direct the work, assign the hours of work and assign employees to shifts of its designation.

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

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

4.1 ***Waiver:*** The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the

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

4.2 ***Modification:*** Should the parties agree to amend or supplement the terms of this Agreement, such amendments or supplements shall be in writing and effective when signed by the parties.

ARTICLE 5: EMPLOYEE RIGHTS

5.1 ***Just Cause Standard:*** No regular employee shall be disciplined except for just cause.

5.2 ***Disciplinary Action:***

A. Disciplinary action may include written reprimand, demotion, reduction in pay, suspension or discharge. An employee who is disciplined will be given a copy of the discipline when issued. A copy of the discipline will also be given to the Union. Warnings and counseling whether given orally or in writing are not discipline.

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

C. An employee attending a disciplinary investigation meeting may have Union representation present, if requested.

5.3 ***Personnel Files:***

A. The employee and/or a Union representative may examine the employee's personnel files if the employee so authorizes in writing. Material placed into the employee's files

relating to job performance or personal character shall be brought to his or her attention prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, the County retains the material in the file, the employee shall have the right to insert contrary documentation into the file, or request the removal of a document that is in the file.

B. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. The Director of FMD/designee will determine staff authorized for access to personnel files maintained in FMD. All persons with the exception of FMD, Human Resources Division (HRD), Labor Relations personnel, and Prosecuting Attorney staff shall record access to employee files.

C. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of applicable laws and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

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

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

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

5.7 ***Personal Property:*** Employees whose personal property is damaged during the performance of their duties shall have same repaired or replaced at County expense; provided, that such reimbursement shall not exceed five hundred dollars ($500.00) per incident. Paperwork necessary to process claims covered under this Section will be initiated by the County with due speed upon receipt of the claim from the employee.

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

5.9 ***Safety Standards:*** No employee shall be directed to work in a manner or condition that does not comply with the minimum accepted safety practices or standards, or in a condition, location or assignment which would constitute a hazard to the employee's health or well-being.

5.10 ***Seniority Calculation:*** For the purposes of this Agreement, seniority shall be defined as the length of continuous regular service which includes seniority accrued with the former DYS without a break in that service.

5.10.1 The calculation of seniority will be accomplished by automatically crediting each employee at the beginning of the calendar year with the number of regular hours s/he would be scheduled to work during the remainder of the calendar year based on his/her employment status as a full-time employee. Any leave-without-pay hours will then be subtracted from the total employment and classification time as it is taken throughout the calendar year.

5.10.2 Part-time regular employees will accrue seniority based on the number of regular hours compensated during the calendar year, not to exceed a full-time accrual rate.

5.10.3 No employee shall lose seniority due to an absence caused by an on-the-job injury or otherwise as provided by law (i.e., military leave, FMLA).

ARTICLE 6: HOLIDAYS

6.1 ***Celebrated Holidays:***

A. All regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

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

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

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

6.2 ***Personal Holidays:*** Regular, probationary, provisional and term-limited temporary employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the pay period that includes the first of October and one (1) day shall be accrued on the pay period that includes the first of November of each year. These days may be used in the same manner as any vacation day earned.

6.3 ***Part-time Scheduled Employees:*** Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule receive paid holidays prorated based on their work schedule consistent with Sections 6.1 and 6.2.

6.4 ***Holiday Compensation:***

A. Full-time employees who are eligible for holiday pay shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in Section 6.1.A. above. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. Employees who do not work the holiday shall either receive an additional day's pay at their regular, straight-time hourly rate or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year of the holiday shall be compensated for in cash.

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

6.5 ***Holiday Staffing:*** The County may use reduced staffing on holidays consistent with weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating through the list of employees by classification and seniority. If there are insufficient volunteers, employees will be selected by the County using a rotation process. Employees may exchange assigned holidays so long as the County incurs no additional costs. Employees proposing the exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the holiday. Any exchange of holiday assignments will obligate both employees to work those days which they have exchanged.

ARTICLE 7: VACATIONS

7.1 ***Vacation Leave Accrual Schedule:***

A. Effective upon implementation of this agreement, regular, probationary, provisional and term-limited temporary employees shall accrue vacation leave benefits as described in the following table:

Full Years of Service		
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 and beyond	26	30

7.2 ***Part-time Employees:*** Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 7.1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled workweek.

7.3 ***Vacation Accrual:*** Employees eligible for vacation leave shall accrue vacation leave from their date of hire. Employees may accrue vacation leave each pay-period which may not be used until earned.

7.4 ***Vacation Eligibility:*** Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a paid leave eligible position. If they leave County employment prior to successfully completing their first six (6) months of County service, they shall forfeit and not be paid for accrued vacation leave.

7.5 ***Vacation Payout:*** Employees eligible for vacation leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service in a paid leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. This vacation leave cash-out provision is subject to the adoption of a Voluntary Employee Beneficiary Association (VEBA) by members of this bargaining unit as provided in the King County Code.

7.6 ***Vacation Requests:***

A. One vacation preference request will be granted for a single period of consecutive work days off for vacation for a period beginning April 1 and ending the following March 31. Such request must be received by the County no later than March 1. The vacation preference request shall be made on a FMD form. The vacation preference request shall be granted on the basis of seniority within each classification provided that essential facility operations are properly staffed at all times. Employees will be notified by April 1 in regard to approval or disapproval of their requests.

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

7.7 ***Maximum Accrual:*** Employees eligible for vacation leave may accrue up to sixty (60) days vacation prorated to reflect their normally scheduled work-day. Employees eligible for vacation leave shall use vacation leave beyond the maximum accrual amount prior to or before the last day of

the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the manager/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

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

7.9 ***Vacation rate on Return:*** If a regular employee eligible for vacation leave resigns from County employment or is laid off and subsequently returns to County employment within two (2) years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 7.1.

7.10 ***Partial Payments:*** Vacation leave may be used in quarter (1/4) hour increments.

7.11 ***Limited use on Probation:*** Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued in their prior position while they are in a probationary status in their new position subject to the approval of the manager/designee. This provision does not limit the ability of employees to use accrued leave for a qualifying event under the Washington Family Care Act or as otherwise provided by law.

ARTICLE 8: SICK LEAVE

8.1 ***Sick Leave:*** Regular, probationary, provisional and term-limited temporary employees will 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.

8.2 ***Vacation as an extension of Sick Leave:*** During the first six (6) months of service in a paid leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the

County upon termination. This provision does not limit the ability of employees to use accrued leave for a qualifying event under the Washington Family Care Act.

8.3 ***Partial Day Increments:*** Sick leave may be used in one quarter (1/4) hour increments.

8.4 ***Unlimited Accrual:*** There will be no limit to the hours of sick leave benefits accrued by paid leave eligible employee.

8.5 ***Restoration following Separation:*** Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

8.6 ***Pay upon Separation:*** A paid leave eligible employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her 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 sick leave cash-out provision is subject to the adoption of a Voluntary Employee Beneficiary Association (VEBA) by members of this bargaining unit as provided in the King County Code.

8.7 ***Leave Without Pay for Health Reasons:*** An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury 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 his/her accrued sick leave.

8.8 ***Leave Without Pay for Family Reason:*** For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid (see Section 8.11); but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

8.9 ***Use of Vacation Leave as Sick Leave:*** An employee who has exhausted all of his/her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved

by his/her manager/designee.

8.10 ***Use of Sick Leave:*** Accrued sick leave will be used for the following reasons:

A. The employee's bona fide illness; provided, that 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;

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

1. 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/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

2. An employee will augment workers compensation payments with the use of accrued sick leave unless s/he notifies the workers compensation office in writing at the beginning of the leave otherwise;

3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

C. Exposure to contagious diseases and resulting quarantine.

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

E. The employee's medical, ocular or dental appointments, provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments.

F. To care for the employee's eligible child if the child has an illness or health condition which requires treatment or supervision from the employee;

G. To care for other family members under the King County Family Medical Leave, if:

1. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand and forty (1040) hours in the preceding twelve (12) months,

2. 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,

3. The reason for the leave is one of the following:

a. 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 (12) months of the birth, adoption or placement;

b. 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

c. Care of a family member who suffers from a serious health condition.

H. As otherwise required by law, including the Washington Family Care Act.

8.11 ***Unpaid Leave:*** An employee may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 8.10.F and 8.10.G combined, within a twelve (12) 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:

A. Birth or Adoption: When a 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 manager/designee.

B. Reduced Schedules: An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

C. Temporary Transfer: If an employee requests intermittent leave or leave on a reduced leave schedule, under Section 8.11.B. above, that is foreseeable based on planned medical treatment, the manager/designee 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.

8.11.1 ***Concurrent Time:*** Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

8.11.2 ***Insurance Premiums:*** The County will continue its contribution toward health care during any unpaid leave taken under Section 8.11.

8.11.3 ***Return to Work from Unpaid Leave:*** An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position s/he held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

8.11.4 ***Failure to Return to Work:*** Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

8.12 ***Provider Certification:*** The manager/designee and employee is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

8.13 ***Definition of Child:*** For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

8.14 ***Family Leave:*** Employees may use available paid leave, including accrued vacation and sick leave, to care for a family member in accordance with the Washington Family Care Act (RCW 49.12.270).

ARTICLE 9: GENERAL LEAVES

9.1 ***Donation of Leaves:*** Donation of vacation leave hours and donation of sick leave hours.

A. Vacation leave hours:

1. Approval Required: An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

2. Limitations: The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

3. Return of Unused Donations: Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

B. Sick leave hours:

1. Written Notice Required: An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. Minimum Leave Balance Required (Donor): No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. Return of Unused Donations: Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

C. No Solicitation: All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. Conversion Rate: All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reconversion. An employee eligible for paid leave benefits may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter 3.12.223 of the King County Code (K.C.C.).

9.2 ***Leave - Organ Donors:*** The manager/designee shall allow all employees eligible for paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave, which shall not be charged to sick or vacation leaves.

9.3 ***Bereavement Leave:***

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

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

C. In cases of family care where no sick leave benefit exists, the employee may use vacation leave, compensatory time or may be granted leave without pay.

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

leave account nor bereavement leave credit.

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

9.4 ***Leave – Examinations:*** Employees eligible for paid leave benefits shall be entitled to necessary time off with pay for the purpose of participating in County qualifying or promotional examinations. This shall include time required to complete any required interviews.

9.5 ***Jury Duty:***

A. Employees eligible for paid leave benefits who are ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division (FBOD) of DES. Employees shall report back to their supervisor on their next scheduled workday when dismissed from jury service.

9.6 ***School Volunteer:*** Employees eligible for paid leave benefits shall be allowed the use of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the school attended by the employee's child.

ARTICLE 10: HOURS OF WORK AND OVERTIME

10.1 ***Standard Schedule:*** The standard workweek shall consist of forty (40) hours. The normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days. Every effort will be made to accommodate an employee request for alternative work schedules. County denial of alternative work schedules will be made on the basis of operational need and the decision to deny the requested alternative schedule will be communicated to the Union.

10.1.1 ***Alternative Standard Schedule:*** The alternate standard workweek schedule shall be a four (4) day, ten (10) hour day with three (3) consecutive days off. The County maintains the right to switch the work schedule to a five (5) day, eight (8) hour workweek during holiday weeks, as recognized under Article 6.

10.2 ***Alternative Schedule:*** The parties agree that alternate work schedules may be utilized that are mutually agreed upon in writing by the employee and the manager/designee.

10.3 ***Overtime Payment:***

A. Except as otherwise provided in this Article, employees shall be paid at an overtime rate of time and one-half (1.5X) their regular rate of pay for all hours worked in excess of forty (40) compensable hours per week.

B. Overtime work shall require prior approval of the employee's supervisor.

10.4 ***Compensatory Time:*** An employee may request, and with approval of the manager/designee, may receive time off in lieu of overtime pay. Such time to be on a time and one half (1.5X) basis as provided under Section 10.3.

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

10.6 ***Overtime Assignment:*** The JLMC is authorized to modify overtime assignment procedures as necessary. If the modification changes the following procedures, the parties will execute a memorandum of agreement memorializing their agreement and its modification of this Agreement.

A. Criteria

Overtime work will be assigned according to the following criteria in order of importance:

1. Availability: If an employee wants to be called for overtime work, he/she must sign up on the overtime list for each classification.

2. Ability to perform the task at hand: The Maintenance Supervisor will decide which employees are qualified and possess the skills and abilities required to perform the overtime work. The time it may take for an employee to arrive at the job may also be considered.

3. Equalization of Overtime Hours: Every effort will be made to offer overtime work equally among employees within their classifications who are registered for overtime

work.

B. Registering for Overtime Work

1. Custodians and Maintenance Constructors who want to work overtime work must make their interest known in writing to the supervisor.

2. An employee must give his/her name and the telephone number(s) at which he/she can be reached. It is the employee's responsibility to assure that their personal contact information is current.

3. An employee will be removed from the over time list when any of the following occur:

3.1 An employee requests removal from the overtime list by notifying the supervisor in writing;

3.2 An employee's contact information does not work or it is out-of-date; or

3.3 An employee refuses six overtime assignments in a three-month period.

C. Overtime Work Notification Procedure

1. The Maintenance Supervisor will decide when overtime work is required, the appropriate employee classification required, and the skills and abilities necessary to perform the work.

2. Custodians and Maintenance Constructors on the overtime list and qualified to do the available work will be called in the following order:

2.1 The Maintenance Supervisor will call the Custodian or Maintenance Constructor as appropriate, rotating through the list of employees by seniority.

2.2 The Maintenance Supervisor will continue calling available employees in the required classification until he/she is able to contact an employee available to perform the work. The Maintenance Supervisor may, at his/her discretion, leave messages and permit responses within a designated time period for employees who do not answer their telephones when called.

2.3 Employees who are not registered on the overtime list may be called if there is an insufficient number of registered employees available to perform the overtime work. When such mandatory overtime work is required, the least senior employee in the required classification will be assigned the work.

3. The Maintenance Supervisor will keep a record of employees called for overtime work and their responses.

ARTICLE 11: WORK-OUT-OF-CLASSIFICATION

11.1 All work out of the employee's regular classification shall be assigned in writing by the manager/designee prior to the work being performed.

11.2 A regular employee may be assigned to work temporarily in another classification. Such temporary assignments may include but are not limited to backfilling vacancies for employees on long-term absences or for positions vacant during the pendency of a recruitment process.

11.3 The duration of such assignments shall not exceed six (6) consecutive calendar months; provided that assignments involving backfilling for employees on long-term absences and medical leaves will continue for the duration of the absent employee's leave. Additionally, the County and the Union may mutually agree to extensions of the time limit for other out-of-class assignments.

11.4 ***Recruitment:***

11.4.1 The County will circulate among all regular employees a description of the nature of the assignment, the duration of the assignment, the applicable hourly wage rate, work schedule, and desirable qualifications. Interested employees will be invited to apply.

11.4.2 The nature of the application, and the selection process will be determined by the County.

11.4.3 The director/designee will make the final decision.

11.5 ***Compensation:*** Regular employees who work an out of classification shall be compensated as follows.

11.5.1 Employees who work an out of classification assignment outside of their normal classification where the pay range is greater than their current classification will receive a five percent (5%) increase or Step 1 of the new classification, whichever is greater, not to exceed the top step.

11.5.2 Employees who work an out of classification assignment outside of their normal classification where the pay range is less than their current classification will receive their normal rate of pay for the duration of the assignment.

11.6 ***Seniority:*** Regular employees who work out of classification shall continue to accrue seniority within their regular classification.

ARTICLE 12: REDUCTION IN FORCE

12.1 ***Layoff:*** Regular employees selected for layoff as a result of efficiencies, lack of funds and/or a lack of work shall be laid off according to seniority in their classification.

12.2 ***Seniority Tie-Breaker:*** In the event there are two or more regular employees with the same classification seniority, the layoff shall be based upon total employment seniority accrued with FMD including seniority accrued with the former DYS. If the employment seniority is tied, then the County will decide.

12.3 An employee subject to layoff may bump the least senior person in a lower classification within the YSC unit in which s/he has held regular status if qualified to perform the available work.

12.4 ***Re-call Rights:*** Regular employees laid off shall have recall rights to any vacant position within their classification for up to two (2) years from the date of layoff. In such cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns to regular employment within the bargaining unit.

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

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

13.1 ***Purpose:*** King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. The following process is outlined to accomplish this. Every effort will be made to settle grievances at the first level of supervision.

13.2 ***Employees Unimpeded:*** Employees will be unimpeded and free from restraint,

interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

13.3 *Definitions:*

A. Grievance - An issue raised by an employee or his/her Union representative relating to the interpretation of the employee's rights, benefits or conditions of employment as contained in this Agreement.

B. Institutional Grievance - An issue raised by the Union or the County related to interpretation or application of this contract.

13.4 *Procedure:*

A. Step 1. A grievance shall be presented by the affected employee and his/her Union representative, if the employee wishes, to the employee's immediate supervisor within twenty-one (21) calendar days of the event which gives rise to the grievance. The immediate supervisor shall work with the employee and the Union representative to investigate and resolve the grievance and respond in writing within twenty-one (21) calendar days after the employee contact. Any grievance not presented in writing to the next level of this procedure, within the time limits contained in this procedure, shall be presumed resolved. A record of the grievance and its resolution shall be kept on a form mutually acceptable to the County and the Union.

B. Step 2. If a grievance cannot be resolved at Step 1, the matter may be referred to the Division Director for resolution. To be considered timely, this referral must occur within twenty-one (21) days of the response at Step 1. The referral shall be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought.

1. The Division Director or his/her designee, the employee, and the Union representative will work to resolve the grievance within thirty (30) days of its referral to Step 2. During this process, mediation may be used with the agreement of the Division Director and the Union representative. If mediation is agreed to, a mediator will be selected from a mutually agreeable source.

2. If the Union representative, the employee, and the Division Director are unable to reach agreement resolving the grievance, the decision of the Division Director shall be

presented to the employee and the Union in writing within thirty-five (35) calendar days of the referral to Step 2.

C. Step 3. If a grievance cannot be resolved at Step 2, the matter may be referred to the Director of Labor Relations/designee for resolution. To be considered timely, this referral must occur within twenty-one (21) days of the response at Step 2. The referral shall be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought.

1. The Director or his/her designee, the employee, and the Union representative will work to resolve the grievance within thirty (30) days of its referral to Step 3. During this process, mediation may be used with the agreement of the Director/designee and the Union representative. If mediation is agreed to, a mediator will be selected from a mutually agreeable source.

2. If the Union representative, the employee, and the Director/designee are unable to reach agreement resolving the grievance, the decision of the Director shall be presented to the employee and the Union in writing within thirty-five (35) calendar days of the referral to Step 3.

D. Step 4. Any grievance not resolved at Step 3 may be submitted to arbitration. Any such submittal must occur within twenty-one (21) days of the Director of Labor Relations'/designee's Step 3 decision and must specify the exact question to be arbitrated or the grievance shall be presumed resolved. The Director of Labor Relations/designee will continue to be the Union's contact if arbitration is requested.

13.5 ***Arbitration Procedure:*** Should arbitration be necessary either after an attempt to mediate the grievance or directly after Step 3, the parties shall select a third disinterested party to serve as 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 (AAA) or the Federal Mediation and Conciliation Service (FMCS), whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision

promptly and the decision of the arbitrator shall be final and binding on both parties.

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

B. 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.

C. 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 full cost of its representation, including attorneys, regardless of the outcome of the arbitration.

13.6 ***Alternative Dispute Resolution Procedures:***

A. Unfair Labor Practice (ULP). The parties agree that thirty (30) days prior to filing a ULP complaint with Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged ULP.

B. Grievance. After a grievance is initially filed, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent of the Union and FMD. This process will not exceed ten (10) days:

1. A meeting will be arranged by the Union Representative, FMD management representative and HRD representative (or their designees) to attempt to resolve the matter.

2. **a.** The meeting will include a mediator(s) and the affected parties.

b. The parties may mutually agree to other participants such as Union and management representatives or subject matter experts.

3. The parties will meet at mutually agreeable times to attempt to resolve the matter.

4. If the matter is resolved, the grievance will be withdrawn.

5. If the matter is not resolved, the grievance will continue through the

grievance process.

6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.

7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

C. This Section does not supersede or preclude any use of grievance mediation later in the grievance process.

13.7 ***Institutional Disputes:*** After informal attempts to resolve institutional disputes, if either the Union or management wishes to raise a dispute as to the application of this agreement, an institutional grievance may be filed with the other party.

A. After the institutional grievance is filed, the parties will meet to attempt to resolve the matter within the next sixty (60) days. Grievance mediation can be used if both parties agree. Mediation services will be requested from a mutually acceptable source. If the matter is not settled within these 60 days, the grieving party may invoke arbitration. The employer's final pre-arbitration response or formal invocation of arbitration must be concurred in by the Office of Labor Relations, which will be the Union's contact for the employer thereafter in this process.

B. If arbitration is invoked, the arbitration procedures set forth in Section 13.5 shall apply.

13.8 ***Exclusive Process:*** The right to process and settle grievances arising out of any provision of this Agreement is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and the County agree to act promptly and fairly in all grievances.

13.9 ***Probationary Employees:*** All newly hired and promoted regular employees must serve a probationary period as defined in the Personnel Guidelines. As those Guidelines specify that the probationary period is an extension of the hiring process, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than discharge or demotion may be

processed in accordance with this Article.

13.10 ***Temporary Employee Right to Grieve:*** Seasonal, temporary, and term-limited temporary employees are employed at will and shall have no right to grieve discipline and discharge. Grievances brought by seasonal, temporary, and term-limited temporary employees involving issues other than discipline and discharge may be processed in accordance with this Article.

13.11 ***Time Limits:*** The time limits set forth in this Article may be extended upon written consent of both parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to the appropriate step within the time limits set forth herein shall constitute a waiver of the grievant's right to pursue the grievance to the next step. Failure of the County to respond to the grievant within the time limits set forth herein shall automatically move the grievance to the next step with notice provided to the management person at the next applicable step by the Union.

13.12 ***Step for Filing:*** A grievance may be filed at any step that is mutually agreed upon in writing by the County and the Union.

13.13 ***Waiver of Steps:*** The Union and County may agree in writing to waive any of the above steps.

ARTICLE 14: NON-DISCRIMINATION

The County or the Union shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory disability. Employees may process a grievance dealing with unlawful discrimination to Step 3 of the grievance procedure as described in Article 13. The parties may mutually agree to proceed to the alternative dispute resolution procedures as described in Article 13. Failing to reach a settlement, employees may take the issues under this Article to the appropriate agency for adjudication.

ARTICLE 15: WORK SCHEDULE

15.1 All newly established regular work schedules (days of work), shifts (hours of work), and vacant positions in the work unit will be posted for at least fourteen (14) consecutive days. Employees within the specific classification will have the opportunity to bid by seniority order for the work schedule, shift, or vacancy. Absent adequate interest, the County may assign employees within

the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using inverse order of seniority.

15.2 The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects. In the event the employee declines the changed schedule, the least senior employee in the classification will work the changed schedule. Such change will normally require at least two (2) weeks notice to the employee.

15.3 The County may temporarily adjust an employee's work schedule and/or shift to accommodate unplanned projects, emergency repairs, or temporary changes in the hours of operation of the YSC and its tenants. Such temporary adjustments shall not exceed four (4) consecutive weeks duration. The County will, when possible, provide at least forty-eight (48) hours advance notice to an employee(s) before implementing a temporary schedule or shift time adjustment. If the notice to the employee(s) is less than forty-eight (48) hours, the first adjusted shift will be paid at the overtime rate of pay. The County will first ask for a qualified volunteer(s). If there is an insufficient number of volunteers, the County will assign an employee(s) by inverse order of seniority.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

16.1 ***No Work Stoppages:*** The County and the Union agree that the public interest requires efficient and uninterrupted performance of County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and, should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by employees shall be deemed a work stoppage if any of the above activities have occurred.

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

16.3 ***Disciplinary Action:*** Any employee who commits any act prohibited in this Article will be subject to the following action or penalties:

A. Discharge.

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

ARTICLE 17: TEMPORARY EMPLOYEES

17.1 The starting times, work schedules and work location for temporary employees shall be determined by the manager/designee.

17.2 Temporary employees shall not accrue seniority. However, provided there is no break in service, temporary employees who are subsequently hired as regular employees shall be able to apply fifty percent (50%) of straight-time hours worked in temporary positions toward the probationary period required of all new regular employees. Credit for hours worked shall be rounded to the nearest half month.

17.3 Temporary employees, except term-limited temporary, shall not be eligible to receive insured benefits or paid leave except if they meet the criteria provided under KCC 3.12.040(C).

17.4 ***Overtime:*** Temporary employees shall be compensated at one and one-half (1-1/2) times the regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. The workweek is defined as Sunday through Saturday.

ARTICLE 18: TIME, SPACE AND PROPERTY

18.1 ***Work Time:*** Work time shall not be used for Union business, except as authorized by the manager/designee for those Union officers necessary for the processing of grievances or handling representational responsibilities.

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

18.3 ***Facilities:*** FMD space and facilities may be used by the Union for the purpose of holding meetings subject to the established policies governing the use of facilities.

18.4 ***Material:*** FMD supplies and equipment shall not be used in performing any function related to the activities of the Union.

18.5 The Union may post on County bulletin boards official Union material providing there is sufficient space beyond what is required by the County for "normal" operations.

18.6 The Union may use email for jointly communicating information which the County has an interest such as: general meeting announcements and scheduling, labor/management committee communiqués (agendas, minutes, announcements and scheduling), and other like information.

ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN

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

ARTICLE 20: SAVINGS CLAUSE

Should any part hereof or any provision in this Agreement 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 within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 21: WAGE RATES

21.1 ***Pay Ranges:*** Pay ranges for each classification is set forth in Addendum A.

21.2 ***Step Increases:***

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

B. Annual step increases will be given after the first increase described in Section 21.2.A, if the employee's work performance and work habits are satisfactory, and until such time that the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the discretion of the manager/designee.

21.3 ***COLA:***

A. Effective January 1, 2015 the wage rates will be increased by a two percent (2%)

cost of living adjustment above the rates in effect in 2014.

B. Effective January 1, 2016 the wage rates will be increased by a two and one-quarter percent (2.25%) cost of living adjustment above the wage rates in effect in 2015.

21.4 Total Compensation Agreement.

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

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

21.6 ***Lead Worker:*** An employee designated in writing by the Division Director/designee as "lead worker" shall receive a seven percent (7%) premium in addition to the base wage for all time assigned. It is understood by the parties that the County may re-open this article for the purpose of negotiating implementation of a "lead worker" classification.

21.7 ***Custodian-Floor Care:*** An employee assigned in writing by the Division Director/designee to exclusively perform floorcare shall receive a seven percent (7%) premium in addition to the base wage for all time so assigned.

21.8 ***On-Call:*** All employees required to carry notification devices (pagers or "beepers") during their normally scheduled time off shall be compensated at the hourly rate of $0.75 (seventy-five cents) for all time spent while so assigned. This section becomes effective prospectively after implementation of the agreement and the implementation of a division-wide protocol.

21.9 ***Licenses and Certifications:*** Employees who are required to have hazardous materials handling, commercial drivers, boiler operator, pesticide, refrigeration, or other licenses, certificates, or special endorsements, except standard driver's licenses, to perform their jobs, will be reimbursed

for the cost of maintaining these licenses or certifications.

ARTICLE 22: SAFETY

22.1 ***Commitment to Safety:*** The County shall provide and maintain a safe and healthful workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace safety and health.

22.2 ***Workers' Responsibility:*** Employees shall follow the safety and health rules, wear and/or use all required gear and equipment provided by the County, and participate in County-provided safety training.

22.3 ***Equipment:*** No employee shall be required to use equipment which is not in a safe condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the County determines the equipment to be unsafe. At such time as the County determines the equipment to be safe, the employee will be advised.

22.4 ***Reporting on Safety Hazards:*** It is the responsibility of all employees to report safety hazards on a timely basis. "Record of Hazard Observed" forms will be available to all employees in a conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a "Record of Hazard Observed" form, and turn the form in to his/her immediate supervisor for investigation and correction.

22.5 ***Remedying Safety Hazards:*** Once notice of a hazard has been received by the supervisor, s/he will investigate the situation and make correction within three (3) working days or as soon as practicable. In the event more than three (3) working days are needed, upon the Union's request, the supervisor will provide a written explanation to the reporting employee and the shop steward as to the reasons for the delay and the anticipated date of correction.

22.6 ***Safety Committee:*** A Safety Committee, consisting of an equal number of employer-selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall have the following responsibilities:

A. Review the safety and health inspection reports to assist in correction of identified unsafe conditions or practices.

B. Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or condition involved was properly identified and corrected.

C. Evaluate the accident and illness prevention program and make recommendations for improvement where indicated.

D. Evaluate and recommend training and equipment needs.

Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and filed in accordance with WISHA regulations. Safety Committee members shall be in pay status for time spent in meetings.

22.7 ***Refusal to Work Under Unsafe Conditions:*** Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger in which death or serious injury could happen immediately.

22.8 ***Workers' Right to Know:*** Material Safety Data Sheets (MSDS) will be available for reference and review in a conspicuous area accessible to all affected employees.

22.9 ***Safety Inspections:*** Where feasible, a shop steward will accompany Safety Inspectors on worksite inspections and participate in opening/closing conferences without loss of pay and benefits.

22.10 ***Safety Bulletin Board:*** There shall be a safety bulletin board in every building where there are at least eight (8) bargaining unit members. The bulletin boards will be sufficient in size to display required posters, accident statistics, Safety Committee meeting minutes, and safety educational materials.

22.11 ***No Discrimination:*** No employee will be disciplined, discriminated against, or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as a witness in a safety investigation.

22.12 ***Personal Protective Equipment:*** In situations where the law requires that the employer provide personal protective equipment, including clothing and boots, the County will provide that equipment at County expense.

ARTICLE 23: DURATION

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

APPROVED this 10th day of October, 2015.

By: _____

King County Executive

UNION:

Mary F. Louis

Mary F. Louis, Staff Representative
Washington State Council of County and City Employees, AFSCME, AFL-CIO

Addendum A
Washington State Council of County and City Employees, Council 2, Local 2084-FM
Department of Executive Services, Facilities Management Division

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912102	Custodian	30
8105100	815102	Facilities Maintenance Constructor	45

* Employees hourly rate will be that rate represented on the King County Squared Hourly Rate Table.

ADDENDUM B

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

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

Introduction:

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

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

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

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

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

ADDENDUM B

Agreement:

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

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

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

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

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

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

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

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

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

Lump Sum Coalition Participation Premium Payment

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

ADDENDUM B

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

Changes to King County Family and Medical Leave

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

It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;

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

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

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

5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

P. Cole-Tindall — 8-22-14

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

Date

ADDENDUM B

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

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

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

Ratified by the Members covered by the Contracts listed below:

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

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

Chris Dugovich
President/Executive Director

8/20/14
Date

ADDENDUM B
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

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

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

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

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

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

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

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

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson, Secretary-Treasurer — Date: 4/25/11

For Office & Professional Employees International Union, Local 8:

Amanda Saylor, Union Representative — Date: 4/25/11

For Professional and Technical Employees, Local 17:

Behnaz Nelson, Union Representative — Date: 4/26/11

Janet Parks, Union Representative — Date: 4/25/11

For Public Safety Employees Union:

Dustin Frederick, Business Manager — Date: 4/25/11

For Technical Employees Association:

Ade Franklin, President — Date: 4.27.11

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

Diana Prenguber, Staff Representative — Date: 4-25-11

For King County:

James J. Johnson, Labor Negotiator III — Date: 4/28/11

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ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.

5. **Scope of Classifications.** Administrative Support classifications, including the following:

   Fiscal Specialist 1-4
   Administrative Specialist 1-4
   Customers Service Specialist 1-4
   Technical Information Processing Specialist 1-4
   Administrative Office Assistant
   Medical Application Specialist (Health)
   Administrative Specialist Supervisor (Health)
   Administrative Staff Assistant
   ~~(Application Worker)~~ Social Services Specialist 1

   and any other classification that the parties may agree to include during the course of negotiations.

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

7. **Negotiation Process.**

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

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

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

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

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

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.

   a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
   b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
   c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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

Dated this 30th day of September, 2008.

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager