AGREEMENT

BY AND BETWEEN

PUBLIC SAFETY EMPLOYEES UNION

KING COUNTY CIVIC TELEVISION (CTV)

AND

KING COUNTY

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PUBLIC SAFETY EMPLOYEES UNION

KING COUNTY CIVIC TELEVISION (CTV)

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

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes Public Safety Employees Union as representing those employees whose job classifications are listed in the attached Wage Addendum.

Section 2. ***Union Security:*** It shall be a condition of employment that all regular full-time and regular part-time employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law.

It shall be a condition of employment that regular full-time and regular part-time employees, covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th

consecutive) calendar day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law. Employees who hold genuine religious beliefs or tenets which object to membership in the Union, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Union cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to notify the Union that he/she is eligible for such exemption.

All initiation fees and dues paid either to the Union or charity shall be for non-political purposes.

Section 3. ***Dues Deduction:*** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the signatory organization.

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

Section 4. ***Union Membership - Informational Form:*** The County will require all new employees, hired in a position included in the bargaining unit to sign a form, which will inform them of the Union's exclusive recognition.

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

and salary.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1. The management and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedure as from time to time may be determined by the County. Such functions of the Employer include, but are not limited to:

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

B. assign and direct the work; assign overtime, develop and modify class specifications, allocate positions to classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign Employees to those duty stations;

C. reduce the work force due to lack of work, funding or other causes consistent with efficient management and procedures;

D. discipline, suspend, demote, or dismiss probationary employees at will. Discipline, suspend, demote, or dismiss non-probationary employees in accordance with Article 12 of this Agreement; and

E. establish reasonable work rules; assign the hours of work and assign Employees to shifts and days off.

Section 2. The County will not aid, promote, or finance any Labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.

ARTICLE 4: HOLIDAYS

Section 1. All employees shall be granted the following holidays with pay:

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

and any designated by public proclamation of the chief executive of the state as a legal holiday. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

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

An employee must be eligible for leave benefits and in a pay status on the day prior to and the day following a holiday to be eligible for holiday pay; provided, however, that an employee who has successfully completed at least five (5) years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Holiday pay for part-time regular employees will be prorated in accordance with the number of hours regularly worked by the employee.

Work performed on holidays by hourly employees shall be paid at one and one-half (1-1/2) times the regular rate in addition to the regular holiday pay.

All holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

Section 2. ***Floating Holiday:*** Each full-time employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay period that includes the first day of October and one personal holiday will be added in the pay period that includes the first day of November of each year. These days can be used in the same manner as any vacation day earned. Floating Holidays for part-time regular employees will be prorated in accordance with the number of hours regularly worked by the employee.

ARTICLE 5: VACATIONS

Section 1. All regular full-time and part time employees shall accrue vacation benefits according to the following table:

Length of Service	Annual Leave in Days Accrued per Year 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 26 and beyond	30

Section 2. Employees who are eligible for vacation leave will accrue vacation leave from their date of hire.

Section 3. Employees who are eligible for leave benefits may accrue up to sixty (60) days (420 hours) of vacation leave. The calculation of sixty (60) days (420 hours) is pro-rated for part-time regular employees. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. However, the employee's appointing authority may approve a carryover of excess vacation leave for reasons such as cyclical work loads or work assignments. The employee must submit a request for excess vacation carryover to the employee's appointing authority before November 30th of each year. An approved request will be processed by the employee's department.

Section 4. Vacation benefits for regular part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year.

Section 5. The Station Manager or designee shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of King County Civic Television. No person shall be permitted to work for compensation for the County in any capacity during the time of his/her paid vacation from County service.

Section 6. Any person who is eligible to take accrued vacation leave and separates from County service and who has not taken his or her earned vacation, shall receive the hourly equivalent of salary for each hour of earned vacation, up to the maximum accrual amount of sixty (60) days (420 hours), based on the pay rate in effect for such person on the last day actually worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by State law.

ARTICLE 6: SICK LEAVE

Section 1. Every regular full-time and part-time employee shall accrue sick leave benefits at a monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or compensatory time up to a maximum of seven (7) hours per month. Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.

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

Section 2.

A. Sick leave for hourly employees may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical, dental or eye appointments when absence during work hours for this purpose is authorized by the Station Manager or designee.

B. For salaried employees, sick leave will be used in full day increments. Illness of less than one day and medical, dental or eye appointments requiring less than a full day will not be charged against sick leave.

C. The Council Administrator shall be responsible for administering the sick leave benefit. The employee may be required to furnish a certificate issued by a licensed health physician or other satisfactory health professional as evidence of illness to the appointing authority.

Section 3.

A. For purposes of this Article, immediate family means: grandparent, grandchild, parent, spouse, domestic partner, child, stepchild, son-in-law, daughter-in-law, and siblings of the employee, spouse, or the employee's domestic partner, and any persons for whose financial or physical care the employee is principally responsible.

B. Sick leave may be used to care for an immediate family member in accordance with King County Code and State law.

C. ***Family and Medical Leave:*** Bargaining unit members shall be granted benefits consistent with all provisions of the King County Family and Medical Leave Act (KCFML), K.C.C. 3.12.220(I). This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

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

Section 4. Sick leave shall not be used in lieu of vacation.

Section 5. ***Workers' Compensation:*** If an employee is injured on the job and requires immediate medical treatment, the employee will be compensated in full for the rest of the workday without being required to use sick leave or vacation leave. The employee can use accrued sick leave

if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days after the injury. Workers' Compensation Payments begin on the fourth (4th) day after the injury and continues during the period of disability. If the employee's disability period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and Claims Management Division. Sick leave pay may be used to supplement industrial insurance benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave may be used in a like manner after sick leave is exhausted.

Section 6. Termination of an employee's continuous service, except by reason of temporary lay-off for work or funds, shall cancel all sick leave accrued to the time of such termination. Should the employee resign in good standing and return to employment with the County within two (2) years, he or she shall have accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his or her credit at the time of termination of employment, regardless of the reason therefore, except as provided for in Section 7 of this Article. The date of termination of employment shall be considered as the date certified by the Chief of Staff or designee as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.

Section 7. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service, or who terminate by death, thirty-five percent (35%) of their unused sick leave. All payments shall be made in cash, based on employee's base rate, and there shall be no deferred sick leave payments. This cash out is subject to the adoption of a Voluntary Employee Beneficiary Association (VEBA) by members of this bargaining unit. Retirement for the purposes of this Article shall mean any employee who at the time of retirement is eligible to begin receiving benefits immediately under the Public Employees Retirement System.

Section 8. ***Bereavement Leave:*** All employees eligible for leave benefits are entitled to three (3) paid days per year of bereavement leave due to the death of an immediate family member. An employee who has exhausted his or her bereavement leave may use up to three (3) days of sick leave for each instance (including the first instance) when death occurs to an immediate family

member. If no sick leave benefit is authorized or exists for the employee, then the Station Manager or designee may approve leave without pay. Holidays or regular days off falling within the prescribed period of absence will not be charged against bereavement pay entitlement.

Section 9. ***Donation of Vacation and Sick Leave Hours:***

A. Vacation leave hours.

1. Any full-time regular employee or part-time regular employee, who is employed at least half-time and receives vacation and sick leave may donate a portion of his or her accrued vacation leave to a full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave. Such donation will occur upon written request to and approval of the Council Administrator or designee and the receiving employees' department director(s).

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

3. 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 shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in this Agreement. Donated vacation hours may not be used until the employee's own accrued hours have been used.

B. Sick leave hours.

1. Any full-time regular employee or part-time regular employee who is employed at least half-time and received vacation and sick leave may donate a portion of his or her accrued sick leave to a full-time regular employee or part-time regular employee who is employed at least half-time and receives vacation and sick leave, upon written notice to the Council Administrator or designee.

2. No donation shall 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 or her accrued sick leave in a calendar

year.

3. 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 shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. Donated sick leave hours may not be used until the employee's own accrued hours have been used.

C. All donations of vacation and sick leave made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. All vacation and sick leave hours donated shall 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 shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

ARTICLE 7: WAGE RATES

Section 1. ***Wage rate:*** Wages will be as set forth in Addendum A.

Section 2. ***COLA:*** Cost-of-living adjustments will be in accordance with Addendum C.

Section 3. ***Step Increases:*** All employees will be eligible for annual step increases, to be made effective January 1 of each year.

A. ***Video Specialist:*** To qualify for a step increase, employees in the Video Specialist classification must be rated "meets standards" or better on the performance appraisal covering the previous year. New employees in the Video Specialist classification will be placed at step five (5) or above upon satisfactory completion of the six-month probationary period.

Section 4. ***Work Out of Class:*** The County may assign an employee to work out of class. When an employee is assigned to work out of class, in writing (such assignments must be in writing), by the Station Manager or his/her designee, to perform the duties of a higher classification for a period of one (1) full work week or more, that employee shall be paid at the first (1st) step of the higher class or a minimum of five percent (5%), whichever is greater, over the wage rate received

prior to the assignment, for all time spent while so assigned. Additional compensation shall not exceed the maximum of the wage rate within the range for the assigned classification. The County may assign employees to perform work of a lower classification, but while so assigned, the employee will be paid at the rate of his/her normal classification, consistent with the terms of this Agreement.

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

Section 6. ***"Senior" Video Specialist:*** Employees who are at the top step of the salary range shall be called "Senior" Video Specialist. This is a "working title" only and does not confer any right or classification privilege above or beyond the basic classification of Video Specialist.

ARTICLE 8: OVERTIME AND CALLBACK

Section 1. ***Overtime:*** Overtime shall be paid after working more than forty (40) hours in a week.

A. The regular schedule of work shall be thirty-five (35) hours in a week or seven (7) hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily shift. No overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

B. The employee will be allowed to elect to receive either compensatory time or to be paid at the appropriate rate of pay. Employees may accrue up to eighty (80) hours of compensatory time. Employees may continue to accrue additional compensatory time beyond the eighty (80) hours specified herein if, as a result of cyclical workloads or work assignments, the employee is unable to take accrued compensatory time or the taking of compensatory time would result in an undue hardship for the Employer. Employees must obtain a waiver from the Chief of Staff to be able to accrue compensatory time beyond the eighty (80) hour limit. Compensatory time may not be carried over from one (1) calendar year to the next and will be cashed out at the employee's regular rate of pay at the end of each calendar year. However, if warranted by cyclical workloads or work assignments, the Chief of Staff may permit employees to carry over up to forty (40) hours of accrued compensatory time. Such carried over hours of compensatory time must be used or cashed out by

March 31 of the following calendar year.

C. If an emergency necessitates a bargaining unit member to receive telephone calls at home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls shall be paid either straight time or overtime, as required by the provisions of this Agreement.

ARTICLE 9: HOURS OF WORK

Section 1. The standard workweek shall consist of five (5) consecutive work days not to exceed seven (7) hours each and not to exceed thirty-five (35) hours per week and shall normally be scheduled Monday through Friday.

Section 2. ***Assignment of Work Schedules:*** The establishment of reasonable work schedules and starting times is vested solely within the purview of the County and may be changed from time to time provided a sixteen (16) -hour notice of change is given, except in those circumstances over which the County cannot exercise control. PROVIDED: the required 16-hour notification period shall not commence until the employee has received the verbal or written notification of the proposed change. In the exercise of this prerogative, the County will act reasonably and will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts. Employee schedules will allow for a minimum of two (2) consecutive days off.

Section 3. ***Alternative Work Schedules:*** With management approval, work schedules may be altered upon written request of the employee. If such written request is denied by management, the employee may request to meet with management to discuss the reasons for the denial. Management's decision to deny a change in work schedule shall not be grievable under the grievance procedure set forth in this Agreement.

Section 4. ***Rest/Meal Periods:*** Employees covered by the Agreement shall receive two (2) ten (10)-minute paid rest periods and a one (1) hour unpaid lunch period except when in conflict with the operational needs of the County.

ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE

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

Labor Management Insurance Committee has agreed.

ARTICLE 11: MISCELLANEOUS

Section 1. ***Mileage Reimbursement:*** All employees who have been authorized by management to use their own transportation on County business shall be reimbursed at the rate approved by Ordinance by the King County Council.

Section 2. ***Employee Personnel Files:*** The official personnel file maintained by the County shall be available for review by the employee upon request during normal business hours. No information of a disciplinary nature will be placed in that file without notice provided to the employee.

Section 3. ***Jury Duty:*** An employee required by law to serve on jury duty shall continue to receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be assigned to the day shift for the period of time necessary for such assignment duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

When the employee is dismissed from jury duty, the employee is required to contact his/her supervisor immediately. The supervisor will instruct the employee when to report to work, PROVIDED: there must be a minimum of twelve (12) hours between the time the employee is dismissed from his/her total required assignment to jury duty and the time he/she must report for regular duties. In the event of a break during jury service of one day or more, employees shall return to work during those full day breaks.

Section 4. ***Bulletin Boards:*** The employer agrees to permit the Union to post on the CTV bulletin board, the announcement of meetings, election of officers and any other Union material which is not prohibited by State law or County Ordinance.

Section 5. ***Biweekly Pay:*** The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in the Employer. Implementation

of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize the Employer's exclusive right to make the changes necessary to implement such payroll system.

Section 6. ***Open Positions/Promotions:*** Announcements regarding recruitment for vacancies will be made to employees covered by this Agreement one week prior to general open announcement. Employees covered by this Agreement will be given an opportunity to participate and will be granted a first level interview; provided, the employee meets the minimum qualifications for the open position.

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

Section 8. ***Joint Labor/Management Safety Committee:*** Within sixty (60) days after the Metropolitan King County Council approves this Collective Bargaining Agreement, the parties agree to establish a Joint Labor/Management Safety Committee to address safety issues in the workplace.

Section 9. ***Unfair Labor Practice (ULP):*** The parties agree that thirty (30) days prior to filing a ULP complaint with the 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.

Section 10. ***Performance Appraisals:*** Performance appraisals will be conducted annually. Performance appraisals, ratings, and decisions on salary/step progression will be based on the recommendation of the station manager, with final approval by the Director of Communications. Performance appraisals and/or decisions regarding salary/step progression are final and not subject to the dispute resolution process under this Agreement.

Section 11. ***Probationary Period:*** All newly hired employees will serve a six (6)-month probationary period.

ARTICLE 12: DISPUTE RESOLUTION PROCEDURES

Section 1. Except as provided in this Article, no non-probationary employee shall be suspended, demoted, or terminated for other than just cause.

Section 2. Suspension, demotion or termination actions which are, in the Chief of Staff's judgment, based upon the professional competence of an employee are not subject to Section 1 of this Article; such decisions of the Chief of Staff shall be final and are not subject to the dispute resolution procedures outlined in Section 3 of this Article. For purposes of this Article, "professional competence" shall include any aspect of an employee's work performance other than specific incidents of misconduct.

Section 3. ***Grievance/Arbitration/Mediation:*** The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

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

A. Definition.

Grievance - A claim by an employee or their union that the terms of this Agreement have been violated and/or a dispute exists concerning the proper application or interpretation of this Agreement.

B. Procedure.

Step 1. A grievance shall be verbally presented by the aggrieved employee (and his/her representative if the employee wishes) to the Director of Communications within ten (10) working days of the occurrence of the events giving rise to such grievance, or, if the employee was unaware of said events, the grievance shall be verbally presented to the Director of Communications within ten (10) working days of when a reasonable employee would have become aware of the events. The Director of Communications shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not presented in writing to the next level within ten (10) working days of the decision of the Director of Communications, it shall be presumed resolved.

Step 2. If after thorough evaluation, the decision of the Director of Communications has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Chief of Staff. All letters, memoranda and other written materials

previously submitted to lower levels of supervision shall be made available for the review and consideration of the Chief of Staff. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within fifteen (15) working days. If the grievance is not pursued to the next higher level within thirty (30) calendar days of the decision of the Chief of Staff, it shall be presumed resolved.

Step 3. If within thirty (30) calendar days of the date of response provided in Step 2, the matter has not been resolved the grievance may be submitted to Arbitration. If Arbitration has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30) days after the mutual request.

Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of eleven (11) arbitrators furnished by the American Arbitration Association. 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 shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties. 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 R.C.W. 41.56. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of its own legal fees regardless of the outcome of the arbitration.

C. Time Limits. Time limits may be extended upon written consent of the parties.

ARTICLE 13: SAVINGS CLAUSE

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

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

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

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

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

ARTICLE 15: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for

collective bargaining. The results of the exercise of the right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of the Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 16: REDUCTION-IN-FORCE

Layoffs for lack of funds, lack of work, or restructuring of the organization are a management prerogative and within the sole discretion of the County, and shall not be subject to the dispute resolution provisions of Article 12 of this Agreement. If layoffs are to occur, the County agrees to meet with the Union to discuss the layoff(s) as soon as reasonably possible. The County further agrees to provide written notice to individual employee(s) to be laid off at least four (4) weeks prior to the effective date of the layoff, if possible. An employee who is laid off but subsequently rehired by the County into the CTV work group within two (2) years of the layoff shall have restored all sick leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same rate as when the layoff occurred; additionally, the employee's anniversary date shall reflect the full amount of service to the County.

Layoff within classification will be conducted in accordance with performance and based upon three (3) years prior performance appraisals. In the event that two (2) or more employees have equivalent performance appraisals, the least senior employee (with equivalent performance appraisals) will be laid off. Seniority shall be defined as years of service within the classification.

ARTICLE 17: DURATION

This Agreement and each of its provisions shall cover the time period January 1, 2015 through December 31, 2016.

Contract negotiations for a successor agreement may be initiated by either party providing to the other written notice of its intentions to do so not less than thirty (30) days prior to September 1, 2016.

Should the name of the Civic Television (CTV) operation be changed to King County Television (KCTV), or any other name, such change shall not in any way alter or affect the terms and conditions of this Agreement, nor the applicability of said terms and conditions to the bargaining unit represented by Public Safety Employees Union.

APPROVED this 21 day of SEPTEMBER, 2015.

By: Dow Constantine

King County Executive

Public Safety Employees Union:

8/13/15

Dustin Frederick
Business Manager

Public Safety Employees Union
King County Civic Television Wage Addendum

ADDENDUM A

Video Specialist: (Job Class Code: 0000794; PeopleSoft Job Code: 000794)
(35 hours per week) 5% Step
2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi-Weekly:	1,434.19	1,505.90	1,581.20	1,660.27	1,743.28	1,830.44	1,921.97
Hourly:	20.4884	21.5129	22.5886	23.7181	24.9040	26.1491	27.4567

	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bi-Weekly:	2,018.06	2,118.96	2,224.92	2,336.16	2,452.96	2,575.62
Hourly:	28.8294	30.2708	31.7845	33.3737	35.0423	36.7945

ADDENDUM B

Video Specialist: (Job Class Code: 0000794; PeopleSoft Job Code: 000794)
(35 hours per week) 5% Step
2016

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi-Weekly:	1,466.46	1,539.78	1,616.78	1,697.63	1,782.50	1,871.63	1,965.22
Hourly:	20.9494	21.9969	23.0968	24.2518	25.4643	26.7375	28.0745

	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bi-Weekly:	2,063.47	2,166.63	2,274.98	2,388.72	2,508.16	2,633.57
Hourly:	29.4781	30.9519	32.4997	34.1246	35.8308	37.6224

ADDENDUM C

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

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

Introduction:

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

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

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

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

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

ADDENDUM C

Agreement:

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

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

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

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

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

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

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

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

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

Lump Sum Coalition Participation Premium Payment

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

ADDENDUM C

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

Changes to King County Family and Medical Leave

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

It is further agreed that:

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

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

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

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

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

For King County:

P. Cole-Tindall — 8-22-14

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

ADDENDUM C

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

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

Labor Organization: Public Safety Employees Union

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
212	PSEU	Communications Specialists Supervisors - King County Sheriff's Office
330	PSEU	Department of Adult & Juvenile Detention Management
214	PSEU	Fire Investigator - King County Sheriff's Office
210	PSEU	Fire Marshal - Department of Permitting & Environmental Review
430	PSEU	King County Civic Television (CTV)
021	PSEU	Legal Administrative Specialists - Department of Judicial Administration
191	PSEU	Non-Commissioned - Department of Adult & Juvenile Detention
192	PSEU	Non-Commissioned - Department of Community & Human Services
193	PSEU	Non-Commissioned Professional Employees - King County Sheriff's Office
464	PSEU	Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office
020	PSEU	Superior Court Clerks - Judicial Administration

For Public Safety Employees Union:

Dustin Frederick
Business Manager

8/20/14
Date

ADDENDUM C
ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

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

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

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

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

ADDENDUM C
ADDENDUM A

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

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

ADDENDUM C
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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

ADDENDUM C
ADDENDUM A
EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

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

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

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

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

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

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

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

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