

Master Labor Agreement (MLA) - Appendix 37
Agreement Between King County
And
Public Safety Employees Union
King County Civic Television (CTV)
[430]

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1 **Master Labor Agreement (MLA) - Appendix 37**

2 **Agreement Between King County**

3 **And**

4 **Public Safety Employees Union**

5 **King County Civic Television (CTV)**

6 **[430]**

7
8 These articles constitute an Agreement, the terms of which have been negotiated in good
9 faith, between King County (the County) and the Public Safety Employees Union (the Union). This
10 Agreement shall be subject to approval by Ordinance by the Metropolitan County Council of King
11 County, Washington.

12 **ARTICLE 1: PURPOSE**

13 **Section 1.1.** The intent and purpose of this Agreement is to promote the continued
14 improvement of the relationship between the County and its employees by providing a uniform basis
15 for implementing the right of public employees to join organizations of their own choosing, and to be
16 represented by such organizations in matters concerning their employment relations with the County
17 and to set forth the wages, hours, and other working conditions of such employees in appropriate
18 bargaining units provided the County has authority to act on such matters.

19 **Section 1.2.** Wherever words denoting a specific gender are used in this Agreement, they are
20 intended and shall be construed so as to apply equally to either gender.

21 **Section 1.3.** In addition to the Master Labor Agreement (MLA) wage provisions that apply to
22 the bargaining unit, the unit is also eligible for the Military Leave (MLA Article 2), Leave for
23 Volunteer Service (MLA Article 4), Paid Parental Leave (MLA Article 7), Professional Development
24 (MLA Article 12), Economic Equity (MLA Article 28) and Coalition of Unions Incentive Pay (MLA
25 Article 29) wage related provisions.

26 **Section 1.4.** MLA wage provision that does not apply to the bargaining unit is FMLA (MLA
27 Article 11.1).

28 **Section 1.5.** The MLA working condition that apply to the bargaining unit are: Public

1 Disclosure Request (MLA Article 19), Union Engagement (MLA Article 21) and Union Leave (MLA
2 Article 22).

3 **Section 1.6.** The MLA working conditions that do not apply to the bargaining unit are: All
4 working conditions, if any, under the wage articles listed in Section 1.3 herein, Unpaid Leaves of
5 Absence (MLA Article 3), Supported Employment Program (MLA Article 13), Reclassification and
6 Resulting Pay (MLA Article 14, except Section 14.1.2), Special Duty (MLA Article 15), Contracting
7 Out (MLA Article 16), TLT Positions (MLA Article 17), Job Posting (MLA Article 18), Grievance
8 Procedure (MLA Article 26) and Discipline and Discharge (MLA Article 27).

9 **Section 1.7.** The MLA non-superseding articles that do not apply to the bargaining unit are:
10 Safety Gear and Equipment Allowance (MLA Article 32), After Hours Support (MLA Article 33)
11 and Working Out of Class (MLA Article 37).

12 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

13 **Section 2.1.** The County recognizes Public Safety Employees Union as representing those
14 employees whose job classifications are listed in the attached Wage Addendum.

15 **Section 2.2. *Union Security:*** It shall be a condition of employment that all regular full-time
16 and regular part-time employees who are members of the Union on the effective date of this
17 Agreement, shall remain members in good standing, or pay an agency fee to the Union for their
18 representation to the extent permitted by law.

19 **A.** It shall be a condition of employment that regular full-time and regular part-time
20 employees, covered by this Agreement and hired on or after its effective date shall, on the thirtieth
21 (30th consecutive) calendar day following such employment, become and remain members in good
22 standing in the Union, or pay an agency fee to the Union for their representation to the extent
23 permitted by law. Employees who hold genuine religious beliefs or tenets which object to
24 membership in the Union, as provided by state and federal law, shall not be required to tender those
25 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an
26 amount of money equivalent to regular Union dues and initiation fee to a non-religious charity
27 mutually agreed upon between the public employee and the Union. The employee shall furnish
28 written proof that payment to the agreed upon non-religious charity has been made. If the employee

1 and the Union cannot agree on the non-religious charity, the Public Employment Relations
2 Commission shall designate the charitable organization. It shall be the obligation of the employee
3 requesting or claiming the religious exemption to notify the Union that he/she is eligible for such
4 exemption.

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

7 **Section 2.3. Dues Deduction:** Upon receipt of written authorization individually signed by a
8 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
9 of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the
10 signatory organization.

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

15 **Section 2.4. Union Membership - Informational Form:** The County will require all new
16 employees, hired in a position included in the bargaining unit to sign a form, which will inform them
17 of the Union's exclusive recognition.

18 **Section 2.5. Bargaining Unit Roster:** The County will transmit to the Union a current listing
19 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed
20 twice per calendar year. Such list shall include the name of the employee, classification, department
21 and salary.

22 **ARTICLE 3: MANAGEMENT RIGHTS**

23 **Section 3.1.** The management and the direction of the work force is vested exclusively in the
24 County subject to the terms of this Agreement. All matters not specifically and expressly covered or
25 treated by the language of this Agreement may be administered for its duration by the County in
26 accordance with such policy or procedure as from time to time may be determined by the County.
27 Such functions of the Employer include, but are not limited to:

28 **A.** recruit, examine, select, promote, transfer and train Employees of its choosing, and

1 to determine the times and methods and means of such actions;

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

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

7 **D.** discipline, suspend, demote, or dismiss probationary employees at will.

8 Discipline, suspend, demote, or dismiss non-probationary employees in accordance with Article 12 of
9 this Agreement; and

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

12 **Section 3.2.** The County will not aid, promote, or finance any Labor group or organization
13 purporting to engage in collective bargaining or make any agreement with any such group or
14 organization which would violate any rights of the Union under this contract.

15 **ARTICLE 4: HOLIDAYS, ELIGIBILITY**

16 **Section 4.1.** All employees shall be granted holidays as provided under MLA Article 10,
17 with the below additions:

18 **Section 4.2.** Holidays paid for but not worked shall not be recognized as time worked for the
19 purpose of determining weekly overtime.

20 **Section 4.3.** Holiday pay for part-time regular employees will be prorated in accordance with
21 the number of hours regularly worked by the employee.

22 **Section 4.4.** Work performed on holidays by hourly employees shall be paid at one and one-
23 half (1-1/2) times the regular rate in addition to the regular holiday pay.

24 **ARTICLE 5: VACATION LEAVE**

25 **Section 5.1.** All regular full-time and part time employees shall be eligible for vacation
26 benefits according to this Article and MLA Article 35 does not apply.

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

1 **Section 5.2.** Except as provided under MLA Article 9, employees who are eligible for leave
2 benefits may accrue up to sixty (60) days (420 hours) of vacation leave. The calculation of sixty (60)
3 days (420 hours) is pro-rated for part-time regular employees. Employees must use vacation leave in
4 excess of the maximum accrual amount on or before the last day of the pay period that includes
5 December 31 of each year. The employee's appointing authority may approve a carryover of excess
6 vacation leave for reasons such as cyclical work loads or work assignments. The employee must
7 submit a request for excess vacation carryover to the employee's appointing authority before
8 November 30th of each year. An approved request will be processed by the employee's department.

9 **Section 5.3.** Vacation benefits for regular part-time employees will be established based upon
10 the ratio of hours actually worked (less overtime) to a standard work year.

11 **Section 5.4.** The Station Manager or designee shall be responsible for scheduling the
12 vacations of his/her employees in such a manner as to achieve the most efficient functioning of King
13 County Civic Television. No person shall be permitted to work for compensation for the County in
14 any capacity during the time of his/her paid vacation from County service.

15 **Section 5.6.** Any person who is eligible to take accrued vacation leave and separates from
16 County service and who has not taken his or her earned vacation, shall receive the hourly equivalent
17 of salary for each hour of earned vacation, up to the maximum accrual amount of sixty (60) days (420
18 hours), based on the pay rate in effect for such person on the last day actually worked; except, as
19 provided under MLA Article 9. When separation is caused by death of an employee, payment shall
20 be made to the estate of such employee, or in applicable cases, as provided by State law.

21 **ARTICLE 6: SICK LEAVE**

22 **Section 6.1.** Sick leave is as provided under MLA Article 34, with the following additions.

23 **Section 6.2.**

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

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

1 charged against sick leave.

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

5 **Section 6.3. KCFML:** As provided under MLA Article 11.2.

6 **Section 6.4.** Sick leave shall not be used in lieu of vacation.

7 **Section 6.5. Workers' Compensation:** If an employee is injured on the job and requires
8 immediate medical treatment, the employee will be compensated in full for the rest of the workday
9 without being required to use sick leave or vacation leave. The employee can use accrued sick leave
10 if the injury requires the employee to miss any scheduled workdays in the first three (3) calendar days
11 after the injury. Workers' Compensation Payments begin on the fourth (4th) day after the injury and
12 continues during the period of disability. If the employee's disability period extends beyond fourteen
13 (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and
14 Claims Management Division. Sick leave pay may be used to supplement industrial insurance
15 benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned
16 vacation leave may be used in a like manner after sick leave is exhausted.

17 **Section 6.6. Bereavement Leave:** As provided under MLA Article 8.

18 **Section 6.7. Donated Leaves:** As provided under MLA Article 6.

19 **ARTICLE 7: WAGE RATES**

20 **Section 7.1. Wage rate:** Wages will be as set forth in Addendum A.

21 **Section 7.2. General Wage Increase (GWI):** The GWI for 2018 is as provided under the
22 Memorandum of Agreement addressing "Total Compensation" Coalition Bargaining 2017-2018
23 Budget.

24 **Section 7.3. Step Increases:** All employees will be eligible for annual step increases, to be
25 made effective January 1 of each year.

26 **A. Video Specialist:** To qualify for a step increase, employees in the Video Specialist
27 classification must be rated "meets standards" or better on the performance appraisal covering the
28 previous year. New employees in the Video Specialist classification will be placed at step five (5) or

1 above upon satisfactory completion of the six-month probationary period.

2 **Section 7.4. *Work Out of Class:*** The County may assign an employee to work out of class.
3 When an employee is assigned to work out of class, in writing (such assignments must be in writing),
4 by the Station Manager or his/her designee, to perform the duties of a higher classification for a
5 period of one (1) full work week or more, that employee shall be paid at the first (1st) step of the
6 higher class or a minimum of five percent (5%), whichever is greater, over the wage rate received
7 prior to the assignment, for all time spent while so assigned. Additional compensation shall not
8 exceed the maximum of the wage rate within the range for the assigned classification. The County
9 may assign employees to perform work of a lower classification, but while so assigned, the employee
10 will be paid at the rate of his/her normal classification, consistent with the terms of this Agreement.

11 **Section 7.5. *Salary on Promotions:*** Any employee who is promoted to a higher
12 classification shall receive the beginning step for the higher classification or the next higher salary
13 step as would constitute a minimum of a five percent (5%) increase over the salary received prior to
14 the promotion.

15 **Section 7.6. *“Senior” Video Specialist:*** Employees who are at the top step of the salary
16 range shall be called “Senior” Video Specialist. This is a “working title” only and does not confer
17 any right or classification privilege above or beyond the basic classification of Video Specialist.

18 **ARTICLE 8: OVERTIME AND CALLBACK**

19 **Section 8.1. *Overtime:*** Overtime shall be paid after working more than forty (40) hours in a
20 week.

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

25 **B.** The employee will be allowed to elect to receive either compensatory time or to be
26 paid at the appropriate rate of pay. Employees may accrue up to eighty (80) hours of compensatory
27 time. Employees may continue to accrue additional compensatory time beyond the eighty (80) hours
28 specified herein if, as a result of cyclical workloads or work assignments, the employee is unable to

1 take accrued compensatory time or the taking of compensatory time would result in an undue
2 hardship for the Employer. Employees must obtain a waiver from the Chief of Staff to be able to
3 accrue compensatory time beyond the eighty (80) hour limit. Compensatory time may not be carried
4 over from one (1) calendar year to the next and will be cashed out at the employee's regular rate of
5 pay at the end of each calendar year. However, if warranted by cyclical workloads or work
6 assignments, the Chief of Staff may permit employees to carry over up to forty (40) hours of accrued
7 compensatory time. Such carried over hours of compensatory time must be used or cashed out by
8 March 31 of the following calendar year.

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

12 **ARTICLE 9: HOURS OF WORK**

13 **Section 9.1.** The standard workweek shall consist of five (5) consecutive work days not to
14 exceed seven (7) hours each and not to exceed thirty-five (35) hours per week and shall normally be
15 scheduled Monday through Friday.

16 **Section 9.2. *Assignment of Work Schedules:*** The establishment of reasonable work
17 schedules and starting times is vested solely within the purview of the County and may be changed
18 from time to time provided a sixteen (16) -hour notice of change is given, except in those
19 circumstances over which the County cannot exercise control. PROVIDED: the required 16-hour
20 notification period shall not commence until the employee has received the verbal or written
21 notification of the proposed change. In the exercise of this prerogative, the County will act
22 reasonably and will establish schedules to meet the dictates of the workload, however, nothing
23 contained herein will permit split shifts. Employee schedules will allow for a minimum of two (2)
24 consecutive days off.

25 **Section 9.3. *Alternative Work Schedules:*** With management approval, work schedules may
26 be altered upon written request of the employee. If such written request is denied by management,
27 the employee may request to meet with management to discuss the reasons for the denial.
28 Management's decision to deny a change in work schedule shall not be grievable under the grievance

1 procedure set forth in this Agreement.

2 **Section 9.4. Rest/Meal Periods:** Employees covered by the Agreement shall receive two (2)
3 ten (10)-minute paid rest periods and a one (1) hour unpaid lunch period except when in conflict with
4 the operational needs of the County.

5 **ARTICLE 10: INSURED BENEFITS, HRA AND VEBA**

6 As provided under MLA Article 25.

7 **ARTICLE 11: MISCELLANEOUS**

8 **Section 11.1. Reimbursement for Personal Transportation:** As provided under MLA
9 Article 24.

10 **Section 11.2. Employee Personnel Files:** The official personnel file maintained by the
11 County shall be available for review by the employee upon request during normal business hours. No
12 information of a disciplinary nature will be placed in that file without notice provided to the
13 employee.

14 **Section 11.3. Jury Duty:** An employee required by law to serve on jury duty shall continue
15 to receive salary and shall be relieved of regular duties. If operationally feasible, the employee will
16 be assigned to the day shift for the period of time necessary for such assignment duty. The fees,
17 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

18 When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor
19 as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from
20 regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum
21 of sixteen (16) hours prior to the time of reporting for jury duty.

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

28 **Section 11.4. Use of County Bulletin Boards and Electronic Devices:** As provided under

1 MLA Article 23.

2 **Section 11.5. Biweekly Pay:** The right to define and implement a new payroll system,
3 including but not limited to a biweekly payroll system, is vested exclusively in the Employer.
4 Implementation of such system may include a conversion of wages and leave benefits into hourly
5 amounts and the parties recognize the Employer's exclusive right to make the changes necessary to
6 implement such payroll system.

7 **Section 11.6. Open Positions/Promotions:** Announcements regarding recruitment for
8 vacancies will be made to employees covered by this Agreement one week prior to general open
9 announcement. Employees covered by this Agreement will be given an opportunity to participate
10 and will be granted a first level interview; provided, the employee meets the minimum qualifications
11 for the open position.

12 **Section 11.7. Transportation Benefits:** As provided under MLA Article 38.

13 **Section 11.8. Joint Labor/Management Safety Committee:** Within sixty (60) days after the
14 Metropolitan King County Council approves this Collective Bargaining Agreement, the parties agree
15 to establish a Joint Labor/Management Safety Committee to address safety issues in the workplace.

16 **Section 11.9. Unfair Labor Practice (ULP):** The parties agree that thirty (30) days prior to
17 filing a ULP complaint with the Public Employment Relations Commission (PERC), the complaining
18 party will notify the other party, in writing, meet, and make a good faith attempt to resolve the
19 concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is
20 seeking a temporary restraining order as relief for the alleged ULP.

21 **Section 11.10. Performance Appraisals:** Performance appraisals will be conducted
22 annually. Performance appraisals, ratings, and decisions on salary/step progression will be based on
23 the recommendation of the station manager, with final approval by the Director of Communications.
24 Performance appraisals and/or decisions regarding salary/step progression are final and not subject to
25 the dispute resolution process under this Agreement.

26 **Section 11.11. Probationary Period:** All newly hired employees will serve a six (6)-month
27 probationary period.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **Section 12.1.** Except as provided in this Article, no non-probationary employee shall be
3 suspended, demoted, or terminated for other than just cause.

4 **Section 12.2.** Suspension, demotion or termination actions which are, in the Chief of Staff's
5 judgment, based upon the professional competence of an employee are not subject to Section 1 of this
6 Article; such decisions of the Chief of Staff shall be final and are not subject to the dispute resolution
7 procedures outlined in Section 3 of this Article. For purposes of this Article, "professional
8 competence" shall include any aspect of an employee's work performance other than specific
9 incidents of misconduct.

10 **Section 12.3. Grievance/Arbitration/Mediation:** The parties agree to the grievance
11 procedure as provided under MLA Article 26, with the following modifications.

12 **A.** Supervisor shall mean Chief Policy Officer, Department Director shall mean the
13 Chief of Staff, and a STEP 3 grievance shall be directed to the Employment and Administration
14 Committee and placed on the agenda for the next meeting. Such meeting shall begin the fifteen (15)
15 calendar day period to meet with the Union as described in STEP 3, subsection 1..

16 **ARTICLE 13: SAVINGS CLAUSE**

17 As provided under MLA Article 30.

18 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

19 **Section 14.1.** The County and the Union agree that the public interest requires efficient and
20 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
21 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
22 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
23 duties, sick leave absence which is not bona fide, or other interference with County functions by
24 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
25 to end such interference. Any concerted action by any employees in any bargaining unit shall be
26 deemed a work stoppage if any of the above activities have occurred.

27 **Section 14.2.** Upon notification in writing by the County to the Union that any of its
28 members are engaged in a work stoppage, the Union shall immediately, in writing, order such

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

4 **Section 14.3. Disciplinary Action:** Any employee who commits any act prohibited in this
5 Article will be subject to the following action or penalties:

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

8 **ARTICLE 15: WAIVER CLAUSE**

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

15 **ARTICLE 16: REDUCTION-IN-FORCE**

16 **Section 16.1.** Layoffs for lack of funds, lack of work, or restructuring of the organization are
17 a management prerogative and within the sole discretion of the County, and shall not be subject to the
18 dispute resolution provisions of Article 12 of this Agreement. If layoffs are to occur, the County
19 agrees to meet with the Union to discuss the layoff(s) as soon as reasonably possible. The County
20 further agrees to provide written notice to individual employee(s) to be laid off at least four (4) weeks
21 prior to the effective date of the layoff, if possible. An employee who is laid off but subsequently
22 rehired by the County into the CTV work group within two (2) years of the layoff shall have restored
23 all sick leave accrued at the time of such layoff, and shall accrue vacation leave benefits at the same
24 rate as when the layoff occurred; additionally, the employee's anniversary date shall reflect the full
25 amount of service to the County.

26 **Section 16.2.** Layoff within classification will be conducted in accordance with performance
27 and based upon three (3) years prior performance appraisals. In the event that two (2) or more
28 employees have equivalent performance appraisals, the least senior employee (with equivalent

1 performance appraisals) will be laid off. Seniority shall be defined as years of service within the
2 classification.

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1 ARTICLE 17: DURATION

2 As provided under MLA Article 31.

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APPROVED this 15 day of MARCH, 2018.

By: Dow Consh
King County Executive

Public Safety Employees Union:

Dustin N. Frederick 2/6/18
Business Manager

**Addendum A
Public Safety Employees Union
King County Civic Television Wage Addendum**

**Video Specialist: (Job Class Code: 0000794; PeopleSoft Job Code: 000794)
(35 hours per week) 5% Step
2018**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Bi-Weekly:	1,525.69	1,601.98	1,682.08	1,766.20	1,854.50	1,947.23	2,044.60
Hourly:	21.7956	22.8854	24.0298	25.2314	26.4929	27.8175	29.2085

	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bi-Weekly:	2,146.82	2,254.15	2,366.87	2,485.21	2,609.47	2,753.41
Hourly:	30.6688	32.2022	33.8125	35.5030	37.2781	39.3345