# PUBLIC SAFETY EMPLOYEES UNION
# NON-COMMISSIONED PROFESSIONAL EMPLOYEES
# AT THE KING COUNTY
# DEPARTMENT OF ADULT AND JUVENILE DETENTION


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

## ARTICLE 1: PURPOSE

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

## ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

It shall be a condition of employment that regular full-time, regular part-time, temporary and term limited employees, covered by this Agreement and hired on or after its effective date shall, on the thirtieth calendar (consecutive) day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law.

Provided, however, employees who hold genuine religious beliefs or tenets which object to membership in the Union, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Union cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization.

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

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

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

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

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

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

## ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

**D.** assigning and directing the work force;

**E.** developing and modifying class specifications;

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

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

**H.** reducing the work force;

**I.** establishing reasonable work rules;

**J.** assigning the hours of work;

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

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

County's exclusive right to make necessary changes to the payroll system, including those that will standardize pay practices and FLSA work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be reopened at any time during the life of this Agreement by the County for the purpose of negotiating-to the extent required by law, these standardized pay practices.

**M.** The departments may change or modify or implement requirements with respect to uniforms worn by their employees. DAJD will, however, continue its practice of providing a $350 voucher no later than January 31 of each year (unless the parties agree in writing to an earlier or later date) to purchase necessary DAJD required uniform items.

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

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

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

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

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

## ARTICLE 4: HOLIDAYS

The County shall continue to observe the following paid holidays:

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

**Section 1.** ***Date of Observance:*** All holidays shall be observed in accordance with RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day per week operation shall observe the following four (4) holidays on the specific dates listed below. Examples of the twenty-four hour operations are: both Department of Adult and Juvenile Detention Facilities. For these specific named holidays, overtime will be paid only on the dates listed below:

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

**Section 2.** ***If Holiday falls on furlough:*** If a holiday (as defined in Article 4) falls on an eligible employee's furlough day, the employee is entitled to either schedule a day off some other time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

**Section 3.** ***Overtime Payment:*** All employees shall take holidays on the day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall be paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in addition to the regular holiday pay.

**Section 4.** ***Floating Holiday:*** Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One personal holiday shall be added to the vacation leave bank in the pay period that includes the first day of October and one personal holiday 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.

**Section 5.** ***Holiday Pay Eligibility:*** An employee must be in a pay status the day prior to and the day following a holiday to be eligible for holiday pay.

**Section 6.** ***Pro-Rata Benefits:*** Regular part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.

## ARTICLE 5: VACATIONS

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

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

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

**Section 2.** ***Monthly Accrual - Vacation Holidays and Sick Leave:*** Employees with one or more continuous years of service shall accrue vacation benefits monthly pursuant to King County policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

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

**Section 3.** ***Regular Part Time Employees:*** Vacation benefits for regular, part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a regular, part-time employee normally works four hours per day in a department that normally works eight hours per day, then the part-time employee would be granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years service.

**Section 4.** ***No County Employment While on Vacation:*** No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

**Section 5.** ***Leave Increments:*** For overtime eligible employees, vacation, sick leave and unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department director or his/her appointed designee.

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

**Section 7.** ***Payment Upon Death of Employee:*** In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided by RCW, Title 11.

**Section 8.** ***Excess Vacation:*** Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year.

All employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave King County employment for any reason will be paid for their unused vacation

up to the maximum specified herein, (480 hours for a 40 hour per week employee), consistent with Section 6 above. Employees shall forfeit the excess accrual on or before the last day of the pay period that includes December 31 of each year.

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

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

## ARTICLE 6: SICK LEAVE

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

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

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

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

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

**a.** Employees will no longer be required to provide physician's verification for sick leave absences of less than five (5) consecutive days, unless there is specific concern regarding the validity of an employee's absence or ability to safely return to work.

**b.** Employees will be required to provide a physician's verification of any absence for medical reasons of five (5) consecutive work days or more.

**c.** Employees will be required to provide a physician's verification for any absence of less than five (5) consecutive days if there is a specific concern regarding the validity of an employee's absence or ability to safely return to work.

**d.** Employees will be required to submit an Essential Functions Form prior to returning to work from any absence of five (5) consecutive work days or more for medical reasons.

**e.** It shall be employees' responsibility to notify the Department when submitting their required Leave Request forms if the leave is a Family Medical Leave qualifying event.

**Section 6.** ***Separation from Employment:*** Separation from County employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

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

**Section 8.** ***Other Than County Employment:*** Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County.

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

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

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

**A.** Employee illness;

**B.** Employee disability due to pregnancy or childbirth;

**C.** Employee exposure to contagious diseases and resulting quarantine;

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

**E.** Employee caring for a child under the age of eighteen (18) with a health condition that requires treatment or supervision (pursuant to RCW 49.12.270);

**F.** As required under state or federal law;

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

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

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

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

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

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

**E.** In the application of any of the foregoing provisions, holidays or regular days off

falling within the prescribed period of absence shall not be charged against accrued sick leave.

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

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

## ARTICLE 7: WAGE RATES

**Section 1.** ***Rates of Pay:*** Wage rates for 2016 shall be as listed in Addendum A. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

**Section 2.** ***Total Compensation Agreement:*** Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum D.

Additionally, the parties agree to meet and discuss-upon written request by either party-during the life of this Agreement, the issue of mandatory overtime (hours worked over regular shift) in a week in which sick leave is taken, as well as daily minimum staffing levels set by DAJD. The parties agree that minimization of both mandatory overtime and sick leave-to the extent possible, are mutually beneficial goals. To this end, they agree to meet and discuss strategies to meet these goals and agree that CBA provisions may be changed as necessary, upon written agreement of the parties, as a result of these discussions. The parties also agree to discuss in Labor Management meetings immediate measures that might reduce the need for mandatory overtime. This includes but is not limited to a voluntary overtime sign up system for known overtime needs for this bargaining unit.

The goal of the parties is to agree to such a system and implement said system as soon as practicable.

**Section 3.** ***Work Out of Class:*** King County may assign an employee to work out of class whenever an employee is assigned, in writing (such assignments must be in writing), by the division director or his/her designee, to perform the duties of a higher classification for a period of one full working day or more, that employee shall be paid at the first step of the higher class or a minimum of five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time spent while so assigned. The "one full working day or more" provision cited above is defined and will be implemented as follows:

When an employee is assigned to perform the duties of a higher class by backfilling for an absent employee for a period of days, but is assigned to perform this higher class work for less than a full day at a time, the employee should be compensated pursuant to Section 4 if this higher class work is performed for consecutive days and the higher class work performed on these consecutive days totals one full work day (eight (8) hours) or more. The daily higher class work assignment, however, must equal one (1) hour or more per day. If such work does not equal a minimum of one hour per day, such work will not be compensated pursuant to Article 7, Section 4. This would mean that an employee who was assigned to perform the work of the higher class for one (1) hour per day in another employee's absence would have to perform such work for eight (8) consecutive days (not counting furlough days, vacation days, sick leave days or other authorized leave days) in order to be paid out-of-class pay-pursuant to Article 7 Section 4 for one full day.

Said assignments will be made consistent with King County Ordinance # 17020. Additional compensation shall not exceed the maximum of the salary range for the assigned classification. King County may assign employees to perform the work of a lower classification, but while so assigned, the employee will be paid at the rate of his/her normal classification.

**Section 4.** ***Lead Worker Pay:*** Employees assigned, in writing, by the division director or his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent (5%) greater than their regular rate for all time so assigned (applied hourly or by pay periods) except that if employee is assigned to a lead worker classification, s/he will be paid consistent with the pay range assigned to that classification.

Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may be revoked at any time at the sole discretion of management at such time as the "lead worker" designation is removed, the employee's compensation reverts to the rate received prior to the designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it shall be subject to the grievance procedure and requirements of just cause.

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

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

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

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

**A. Translation**

Employees will be paid an amount equal to five hundred dollars ($500) per year (converted to an hourly or per pay period figure, consistent with the payroll system) who are placed on a list by the Director as qualified to translate a language in the work place identified by (Director or his/her designees) Management as a language for which translation activity is necessary, as determined by the DAJD Director. Such employees must be fluent in the foreign language and be approved by a Joint Management and Union selected three member native speaking community panel who will judge the ability of the employee to fluently speak the specific language in question and by the Department Director or his/her designee. Employees deemed eligible by the Director shall be placed on a list. Employees who are placed on the list are eligible for the premium described above.

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

**B. Training**

**1)** Management has the right to appoint a Training Coordinator to perform group training and to develop plans and processes to meet training needs. An employee so appointed will receive an amount equal to fifty dollars ($50) premium (flat rate converted to an hourly figure or per pay period figure, consistent with the payroll system) premium for each pay period in which this assignment is made and services are used by the employer.

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

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

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

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

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

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

**C. Budgetary Savings**

Employees are eligible for an amount equal to a maximum of one hundred dollars ($100), per calendar year (converted to an hourly figure or per pay period figure, consistent with the payroll

system) as a "bonus"/performance pay, when an employee demonstrates to the department Director or designee that she/he has taken action or recommended action that has resulted in cost savings or additional revenue for the department to which the employee is assigned. Such savings/additional revenue must be a minimum of $1,000 to qualify for this, "bonus"/performance pay. Request for such a "bonus"/performance pay must be made initially with the employee's immediate supervisor who will make a written recommendation that will proceed up the chain of command.

Request for the "bonus"/performance pay must be made by the employee within sixty (60) days of the action taken by the employee or within sixty (60) days the budgetary savings is realized by the particular department, whichever is greater.

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

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

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

**D. Education**

The department will pay to qualified employees a premium equal to thirty to fifty dollars ($30 to $50) per month premium (see below; converted to hourly figure or per pay period figure), provided that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation) such premiums will not be paid if the degree constitutes a minimum requirement of the position.

| | | |
|---|---|---|
| Associate's Degree | (2 year Degree) | $30 month premium (converted to hourly figure or pay period figure) |
| Bachelor's Degree | (4 year Degree) | $40 month premium (converted to hourly figure or pay period figure) |
| Master's Degree | | $50 month premium (converted to hourly figure or pay period figure) |

This section is subject to the grievance procedure.

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

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

**A. Reinstatement Within One Year:** Employees who are reinstated pursuant to Civil Service Rules within one calendar year of the date they left County service shall, upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the same salary step that they were on when they left service plus any step advancement due for the addition of the current service.

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

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

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

## ARTICLE 8: OVERTIME

**Section 1.** ***Overtime:***

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

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

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

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

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

**B. Training:** In the event that the department requires an employee to attend a

mandatory training session, and such training is not directly before or after a shift or during a shift, then a two (2) hour minimum callout will be paid.

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

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

**Section 5.** ***Workweek:*** The workweek for employees in DAJD shall begin at 12:00 a.m. on Saturday of each week and continuing for a total of seven (7) consecutive days through 11:59 p.m. the following Friday. This workweek will coincide and line up with the payroll periods of the new bi-weekly payroll system.

**Section 6.** ***Compensatory Time:*** In lieu of overtime pay, an employee may request, in writing, prior to working the overtime, compensatory time at the rate of time and one half for each hour of overtime that was worked, provided: all comp time must be authorized by Department management. If denied, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with comp time rather than overtime pay is within the discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

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

**A.** A maximum of sixty four (64) straight time hours may be accrued (effective upon full ratification of the parties).

**B.** Comp time balances may be carried over from calendar year to calendar year, but may not go above the referenced sixty four (64) hour maximum (effective upon full ratification of the parties). All overtime hours worked by an employee whose comp time balance is already at the above-referenced maximum will be compensated with overtime pay.

**C.** When an employee requests to use accrued comp time, comp time will be equivalent to vacation leave. It will be scheduled and used like vacation time, and the same

operational and staffing considerations will apply. When such a request is submitted, it will be granted within a reasonable period of time after such request, unless to do so will "unduly disrupt" the operations of the department.

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

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

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

**Section 7.** ***Voluntary Training:*** Employees who request training on a voluntary basis will not be paid for study time associated with said training, nor will overtime compensation be paid for workdays that extend beyond the normal contractual workday if said workday is part of the normal training schedule, provided, however, employees who are required to attend by the Department will be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the overtime provisions of this agreement.

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

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

**Section 10.** Mandatory overtime assignments for Corrections Technicians shall be assigned consistent with an overtime "wheel" rotation as negotiated between the parties and developed by the Department of Adult and Juvenile Detention.

**Section 11.** Mandatory overtime assignments for Corrections Technicians to a worksite other

than the employee's regular worksite (Seattle v. King County Regional Justice Center), as well as intra facility assignments (Seattle v. KCRJC) whether overtime eligible or not, shall be made consistent with the procedure as negotiated between the parties and developed by the Department of Adult and Juvenile Detention for such assignments.

## ARTICLE 9: HOURS OF WORK

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

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

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

Employees with paid meal periods are subject to being called back to work at any time during a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave the employer's facility to which the employee is assigned, during their paid breaks or meal periods. The employer will schedule break periods to assure adequate coverage, consistent with department rules. This will include a 30 minute meal period, as well as two fifteen minute breaks (or intermittent rest periods) during an eight hour shift. Due to the nature of law enforcement/corrections work, it may not be possible to schedule and/or take such meal periods and break periods during the time specified in WAC 296-126-092 (between two and five hours after the beginning of their work shift). Such meal periods and break periods will be scheduled and taken as work demands allow. To the degree that this provision conflicts with WAC 296-126-092, it shall be interpreted as an express waiver of the Washington Administrative Code with respect to the time break is taken. Employees have a duty to inform supervisors when they are due for a break period. Employees may submit written requests to their supervisors to take a meal period at the end of the work shift and such

requests will be approved or denied on a case by case basis at the discretion of the supervisor.

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

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

**Section 5.** ***Workweek:*** The workweek for employees in DAJD shall begin at 12:00 a.m. on Saturday of each week and continuing for a total of seven (7) consecutive days through 11:59 p.m. the following Friday. This workweek will coincide and line up with the payroll periods of the new bi-weekly payroll system.

**Section 6.** ***Job Sharing:*** If two employees in the same job classification and work site wish to job share one full-time position, they shall submit such a request in writing to their immediate supervisor. The immediate supervisor shall submit such request to the Department Director, or Division Director. The request shall be transmitted to the Department Director. The Department Director has ninety (90) days from the date he/she receives the request to review the request and either approve or deny the request for job sharing. Employees who job share one full-time position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as other half-time County employees. In the event that one of the job-sharing employees terminates his/her employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

## ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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

## ARTICLE 11: MISCELLANEOUS

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

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

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

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

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

**Section 6.** ***Jury Duty:*** An employee required by law to serve on jury duty shall continue to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of time necessary for such assignment. If they have four hours or more left on their shift at the completion of the jury duty assignment for the day, they shall report to their work location and complete the day shift. Once the employee is released for the day, or more than one day, then he/she is required to contact the supervisor who will determine if he/she is required to report for duty,

provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m. he/she shall not be required to report for work on that particular day.

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

When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

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

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

**Section 8.** ***Essential Personnel:*** DAJD has reviewed its policies with respect to employees considered essential personnel, with the goal of including as few non-commissioned employees as reasonably necessary to meet the needs of the Department of Adult and Juvenile Detention.

## ARTICLE 12: GRIEVANCE PROCEDURE

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

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

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

procedure outlined in this Agreement.

**Procedure**

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

The grievance must:

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

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

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

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

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

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

***Step 4 - Office of Labor Relations (OLR) representative:*** If, after thorough evaluation, the

decision of the department director has not resolved the grievance, the grievance may be presented to a committee comprised of: one representative from the Union, one representative from the Department, and an OLR representative who shall also act as Chair. The Union representative and/or the Department representative may be subject to challenge for cause.

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

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

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

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

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

arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, or by another agency if the parties mutually agree. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Regardless of the outcome, each party is responsible for their own attorney and representation fees.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

**Section 2.** ***Multiple Procedures:*** If employees have access to multiple procedures for adjudicating grievances, then selection by the employee of one procedure will preclude access to other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance procedure.

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

Written reprimands may not be used for purposes of progressive discipline once three (3) years have passed from the date the reprimand was issued, and the employer has documented no similar problems with the employee during this three (3) year time period. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, the grievance procedure will begin at Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will begin at the next appropriate step.

Letters of Corrective Counseling (LOCC) are not considered discipline. One year after the incident giving rise to the LOCC, said Letter shall be removed from all files and shall not be considered for any reason other than employee notice, provided that 1) the employee has submitted a written request to DAJD HR with a copy provided to employee's supervisor via chain of command, to have the LOCC removed, and 2) there have been no incidents of similar conduct since the LOCC was issued.

Personnel Files: An employee who wishes to review his/her King County Personnel File may do so upon written request to DAJD HR at a time mutually agreeable to employee, supervisor and DAJD HR. Personnel information will be kept consistent with King County and state rules including but not limited to King County Career Service Rules Chapter 21 and King County code Chapter 2, as well as RCW 40.

Supervisor Files: Performance related notes will not be kept in supervisor files without being shared or discussed with the employee.

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

**Section 5.** ***Union Concurrence:*** Inasmuch as this is an agreement between the County and

the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

**ARTICLE 13: BULLETIN BOARDS**

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

**ARTICLE 14: NON-DISCRIMINATION**

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

The parties agree that personnel actions may be taken to accommodate disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an accommodation under the ADA shall take precedence over any conflicting provisions of this agreement.

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

**ARTICLE 15: SAVINGS CLAUSE**

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

**ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

**Section 1.** ***No Work Stoppages:*** The employer and the signatory organization agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end

pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this agreement and should same occur, the signatory organization agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

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

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

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

## ARTICLE 17: WAIVER CLAUSE

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

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

## ARTICLE 18: REDUCTION-IN-FORCE

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

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

**Section 3.** ***Re- Employment List:*** The names of laid off employees will be placed in order of layoff (with the employees with the most seniority as defined above placed at the top of the list) on a Re-employment List for the classification previously occupied. The Re-employment List will remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs first.

## ARTICLE 19: DURATION

This Agreement shall be effective from January 1, 2016 after ratification by both parties, and remain effective through December 31, 2016, except where otherwise provided for herein. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely October 31, 2016.

**APPROVED** this 27th day of March, 2015.

By: _____

King County Executive

SIGNATORY ORGANIZATION:

_____ 2/18/15

Public Safety Employees Union

cba Code: 191

Union Code: H7

**Addendum A - Wages**
**Public Safety Employees Union**
**Non-Commissioned Employees**
**DEPARTMENT OF ADULT & JUVENILE DETENTION**
**Effective 1/1/2016**

| Job Class Code | People Soft Job Code | Classification Title | SQUARED TABLE RANGE | Step 1 for 6 months | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4201100 | 421219 | Administrative Specialist I | 33 | Range 33, Step 1 | Range 33, Step 2 | Range 33, Step 3 | Range 33, Step 4 | Range 33, Step 5 | Range 33, Step 6 | Range 33, Step 7 | Range 33, Step 8 | Range 33, Step 9 | Range 33, Step 10 |
| 4201200 | 431326 | Administrative Specialist II | 37 | Range 37, Step 1 | Range 37, Step 2 | Range 37, Step 3 | Range 37, Step 4 | Range 37, Step 5 | Range 37, Step 6 | Range 37, Step 7 | Range 37, Step 8 | Range 37, Step 9 | Range 37, Step 10 |
| 4201300 | 421419 | Administrative Specialist III | 41 | Range 41, Step 1 | Range 41, Step 2 | Range 41, Step 3 | Range 41, Step 4 | Range 41, Step 5 | Range 41, Step 6 | Range 41, Step 7 | Range 41, Step 8 | Range 41, Step 9 | Range 41, Step 10 |
| 5215100 | 521503 | Community Corrections Caseworker | 55 | Range 55, Step 1 | Range 55, Step 2 | Range 55, Step 4 | Range 55, Step 6 | Range 55, Step 8 | Range 55, Step 10 | | | | |
| 5218100 | 523002 | Community Work Program Crew Supervisor | 43 | Range 43, Step 1 | Range 43, Step 2 | Range 43, Step 3 | Range 43, Step 4 | Range 43, Step 5 | Range 43, Step 6 | Range 43, Step 7 | Range 43, Step 8 | Range 43, Step 9 | Range 43, Step 10 |
| 5211000 | 521801 | Corrections Technician | 37 | Range 37, Step 1 | Range 37, Step 2 | Range 37, Step 3 | Range 37, Step 4 | Range 37, Step 5 | Range 37, Step 6 | Range 37, Step 7 | Range 37, Step 8 | Range 37, Step 9 | Range 37, Step 10 |
| 4101100 | 411110 | Fiscal Specialist I | 34 | Range 34, Step 1 | Range 34, Step 2 | Range 34, Step 3 | Range 34, Step 4 | Range 34, Step 5 | Range 34, Step 6 | Range 34, Step 7 | Range 34, Step 8 | Range 34, Step 9 | Range 34, Step 10 |
| 4101200 | 411214 | Fiscal Specialist II | 38 | Range 38, Step 1 | Range 38, Step 2 | Range 38, Step 3 | Range 38, Step 4 | Range 38, Step 5 | Range 38, Step 6 | Range 38, Step 7 | Range 38, Step 8 | Range 38, Step 9 | Range 38, Step 10 |
| 4101300 | 411315 | Fiscal Specialist III | 42 | Range 42, Step 1 | Range 42, Step 2 | Range 42, Step 3 | Range 42, Step 4 | Range 42, Step 5 | Range 42, Step 6 | Range 42, Step 7 | Range 42, Step 8 | Range 42, Step 9 | Range 42, Step 10 |
| 7304100 | 733304 | Functional Analyst I | 54 | Range 54, Step 1 | Range 54, Step 2 | Range 54, Step 3 | Range 54, Step 4 | Range 54, Step 5 | Range 54, Step 6 | Range 54, Step 7 | Range 54, Step 8 | Range 54, Step 9 | Range 54, Step 10 |
| 7304200 | 733406 | Functional Analyst II | 57 | Range 57, Step 1 | Range 57, Step 2 | Range 57, Step 3 | Range 57, Step 4 | Range 57, Step 5 | Range 57, Step 6 | Range 57, Step 7 | Range 57, Step 8 | Range 57, Step 9 | Range 57, Step 10 |
| 7304300 | 733503 | Functional Analyst III | 62 | Range 62, Step 1 | Range 62, Step 2 | Range 62, Step 3 | Range 62, Step 4 | Range 62, Step 5 | Range 62, Step 6 | Range 62, Step 7 | Range 62, Step 8 | Range 62, Step 9 | Range 62, Step 10 |

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

## APPENDIX A
## STEP PROGRESSION

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

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

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

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

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

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

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

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

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

# APPENDIX B
# DEFINITIONS

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

**1. Immediate Family:**

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

**2. Party:**

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

**3. Human Resources Director:**

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

**4. Regular Full-Time Position:**

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

**5. Regular Part-Time Position:**

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

**6. Temporary Position:**

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

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

**7. Temporary Employee:**

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

**8. Term-Limited Temporary Position:**

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

**9. Term-Limited Temporary Employee:**

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

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

# APPENDIX C
# FAMILY MEDICAL LEAVE

**King County Code**

**3.12.220 - 3.12.223 PERSONNEL**

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

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

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

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

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

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

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

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

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

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

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

2. The employee's incapacitating injury, but:

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

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

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

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

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

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

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

7. To care for other family members, if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# APPENDIX D

## MEMORANDUM OF AGREEMENT
## BY AND BETWEEN
## KING COUNTY AND
## 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.

# APPENDIX D

**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

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

**Changes to King County Family and Medical Leave**

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

It is further agreed that:

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

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

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

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

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

For King County:

P. Cole-Tindall — 8-22-14

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

Date

# APPENDIX D

## 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

# APPENDIX D

# 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.

# APPENDIX D

# ADDENDUM A

**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.

# APPENDIX D

# 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 |

# APPENDIX D

## ADDENDUM A

**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

# APPENDIX D

## 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.

# APPENDIX D

# ADDENDUM A

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.

# APPENDIX D
# ADDENDUM A

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.

# APPENDIX D
# ADDENDUM A

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

**APPENDIX E**
**MEMORANDUM OF AGREEMENT**
**BY AND BETWEEN**
**KING COUNTY**
**AND**
**PUBLIC SAFETY EMPLOYEES UNION**
**(REPRESENTING NON-COMMISSIONED EMPLOYEES IN THE DEPARTMENT OF ADULT AND JUVENILE DETENTION)**

**Subject: Implementation of Article 8, Section 11 (Wheel Rotation Procedure) for Periodic and/or Routine Changes to Employee Worksites**

The parties, Dustin Frederick for the Public Safety Employees Union and Deborah Bellam for King County, have met to discuss the implementation of Article 11 of the current Collective Bargaining Agreement. The parties acknowledge that a "wheel" rotation has been developed by the Department of Adult and Juvenile Detention ("DAJD") consistent with Article 8, Section 11 and that this rotation will be implemented by DAJD. The DAJD rotation procedure is outlined below. The procedure outlined below is subject to future changes, as needed, after discussion between the parties in Labor Management Committee.

If Corrections Technician staffing adjustments are needed which require that Corrections Technicians must be reassigned from their normal prescheduled worksites, volunteers will be sought first. If there are no volunteers, then the following ten (10) day wheel rotation procedure will be utilized.

**Ten (10) Day "Wheel" Rotation Procedure:** Corrections Technicians required to change their previously scheduled worksite locations shall be assigned in reverse seniority order; however, a less senior employee shall not be required to change work location within ten (10) days of previously being required to change his/her scheduled worksite; as long as there are employees on that shift who have not been subject to said change within the last ten (10) days.

This Memorandum of Agreement shall be in effect January 1, 2016, through December 31, 2016.

For the Public Safety Employees Union:

Dustin Frederick, Business Manager — 2/18/15 Date

For King County:

David Topaz, Labor Negotiator — 2/25/15 Date
Office of Labor Relations
King County Executive Office

**APPENDIX F**

**Memorandum of Agreement**

**By and Between**

**King County**

**and**

**Public Safety Employees Union**

**(Representing Non-commissioned Employees in the**

**Department of Adult and Juvenile Detention)**

**Subject: Implementation of Article 8, Section 10 (Overtime Wheel) of the (January 1, 2016, through December 31, 2016) collective bargaining agreement**

The parties, Dustin Frederick for the Public Safety Employees Union and Deborah Bellam for King County, have met to discuss the implementation of Article 8, Section 10 of the current collective bargaining agreement. The parties acknowledge that an overtime "wheel" rotation has been developed by the Department of Adult and Juvenile Detention (DAJD) consistent with Article 10, Section 8 and that this rotation will be implemented by DAJD. The DAJD rotation procedure is outlined below:

Mandatory Overtime

Mandatory overtime shall be defined as any time an employee is directed by his/her supervisor not to leave work at the end of his/her shift, or if the employee is required to stay five (5) minutes or longer after his/her shift (resulting in overtime) as a result of late relief.

**1.** Ten (10) day "wheel". Mandatory overtime shall be assigned in reverse seniority order; however, a less senior employee shall not be required to work mandatory overtime within ten (10) days of previously working mandatory overtime as long as there are employees eligible for mandatory overtime on that shift who have not been subject to mandatory overtime within the last ten (10) days.

**2.** In cases where all eligible employees have worked mandatory overtime during the ten (10) day period, mandatory overtime assignments shall be based first on prior mandatory date (oldest date first), with reverse seniority as the tie breaker.

**3.** Whenever possible, employees shall be relieved from their mandatory overtime shift in the order of reverse mandatory (the last person who was given mandatory overtime shall be the first eligible to be relieved).

Mandatory Overtime before Vacation Period

No employee shall be considered for mandatory overtime as an extension of an employee's last shift prior to pre-approved vacation of a full day or more in duration.

Changes to the procedure outlined above may be made as necessary, after discussion between the parties in Labor Management Committee.

For the Public Safety Employees Union:

Dustin Frederick
Business Manager

2/18/15
Date

For King County:

David Topaz
Labor Negotiator
Office of Labor Relations
King County Executive Office

2/25/15
Date

**APPENDIX G**

**Memorandum of Agreement**

**By and Between**

**King County**

**and**

**Public Safety Employees Union**

**(Representing Non-commissioned Employees in the Department of Adult and Juvenile Detention)**

**Subject: Corrections Technician Cash Drawer Error Process**

**Introduction/Facts:**

The parties, Dustin Frederick for the Public Safety Employees Union and Deborah Bellam for King County, have met with the Department of Adult and Juvenile Detention ("DAJD") and discussed in Labor Management Committee ("LMC") ways to improve the way both employer and employees respond to unintentional cash drawer and property release errors. The parties have been discussing this issue over the course of several years and in that time have tried several different approaches. After thorough research into the specific facts surrounding all errors from 2008 to present and the discipline imposed as a result thereof, the parties discussed their mutual interest in a more effective approach. The parties' have identified their mutual interests as including accuracy and public accountability, audit compliance, equity, effective training, and good customer service. After several meetings, the parties have agreed on a process to deal with unintentional errors in a manner that meets these interests.

**Agreement:**

The Department of Adult and Juvenile Detention will establish a point system that evaluates unintentional errors based on the degree of error or amount of money at issue and the history of the employee with respect to past errors and frequency of errors. Based on the total number of points incurred, employees will be trained, warned, and/or disciplined as appropriate. After two years of "0" (zero) points earned, an employee's point balance will be reset so that the balance is "0" (zero). This point system is more specifically outlined in the attached document (see Attachment 1).

**Conclusion:**

This Memorandum of Agreement ("MOA") is effective from January 1, 2016, through December 31, 2016. This is the final and complete MOA relating to Corrections Technician cash drawer and property release errors. The parties may agree in LMC to discuss and implement changes to the process outlined in this MOA at any time during the life of the MOA. Any changes to this MOA must be in writing and signed by both parties.

For the Public Safety Employees Union:

Dustin Frederick
Business Manager

2/18/15
Date

For King County:

David Topaz
Labor Negotiator
Office of Labor Relations
King County Executive Office

2/25/15
Date

# APPENDIX G
# ATTACHMENT 1

Proposed progressive discipline for Corrections Tech relating to errors in property and cash drawer.

| | | Discipline Points |
|---|---|---|
| Cash Overage | .01-10.00 | 1 |
| Cash Overage | 10.01-100.00 | 2 |
| Cash Overage | 101.00+ | 3 |
| Cash Shortage | .01-10.00 | 1 |
| Cash Shortage | 10.01-100.00 | 2 |
| Cash Shortage | 101.00+ | 3 |
| Release of funds to wrong inmate. | .01-10.00 | 1 |
| Release of funds to wrong inmate. | 10.01-100.00 | 2 |
| Release of funds to wrong inmate. | 101.00+ | 3 |
| Property release error | | 2 |
| failure to follow protocol | | 2 |

| | |
|---|---|
| Documented verbal counseling | 1 point |
| Letter of Corrective Counseling | 2 points |
| Written Reprimand | 3-4 points |
| 1 day suspension | 5-6 points |
| 3 day suspension | 7-8 points |
| 10 day suspension | 9-10 points |
| Termination | 11+ points |

Points are accumulative. If the Corrections Tech goes two years without any point accumulation. The point system is reset to Zero Points.
All level of discipline should include follow up training to ensure that the Corrections Tech understand policy and procedures