AGREEMENT BETWEEN

PUBLIC SAFETY EMPLOYEES UNION

DEPARTMENT OF ADULT AND JUVENILE DETENTION

AND

KING COUNTY

ARTICLE 1: POLICY AND PURPOSE 1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 2
ARTICLE 3: MANAGEMENT RIGHTS 3
ARTICLE 4: UNION REPRESENTATION 4
ARTICLE 5: HOLIDAYS 4
ARTICLE 6: VACATION 6
ARTICLE 7: SICK LEAVE 8
ARTICLE 8: WAGE RATES 10
ARTICLE 9: OVERTIME AND CALLBACK 11
ARTICLE 10: HOURS OF WORK 12
ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS 13
ARTICLE 12: MISCELLANEOUS 13
ARTICLE 13: GRIEVANCE PROCEDURE 15
ARTICLE 14: EDUCATION AND TRAINING PROGRAM 18
ARTICLE 15: SAVINGS CLAUSE 18
ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION 19
ARTICLE 17: REDUCTION-IN-FORCE 19
ARTICLE 18: DURATION 21
ADDENDUM A: WAGES
MEMORANDUM OF AGREEMENT: ADDRESSING THE 2011 BUDGET CRISIS

AGREEMENT BETWEEN

PUBLIC SAFETY EMPLOYEES UNION

DEPARTMENT OF ADULT AND JUVENILE DETENTION

AND

KING COUNTY

ARTICLE 1: POLICY AND PURPOSE

Section 1. Policy. These articles constitute an Agreement, terms of which have been negotiated in good faith between the Public Safety Employees Union DAJD Management Bargaining Unit, hereinafter referred to as the Union, and King County and its Department of Adult and Juvenile Detention, hereinafter referred to as the Employer. This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

Section 2. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing; to be represented by such organizations in matters concerning their employment relations with King County; and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender. The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical disability. The provisions of this Article 1, Section 3 shall not be subject to the grievance procedure outlined in Article 13.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. Exclusive Recognition. The King County Council recognizes the signatory organization as representing those employees in the Department of Adult and Juvenile Detention whose job classifications are listed in the attached Addendum "A" and made a part hereof by this reference. Provisional employees are not covered by the terms of this Agreement.

Section 2. Unit Membership. It shall be a condition of employment that all regular 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. Timely payment of dues and initiation fees shall constitute being a member in good standing.

It shall also be a condition of employment that regular employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Union, or pay an agency fee to the Union for their representation to the extent permitted by law.

Provided, that employees with a bona fide religious objection to union membership and/or association based on the bona fide tenets or teachings of a church or religious body of which said employees are a member may assert the right of non-association in accordance with Chapter 391-95 et seq. of the Washington Administrative Code. Such employees may make alternative payments to a mutually agreed upon non-religious charity.

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

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

Section 4. Employment Lists. The County will transmit to the Union a current listing of all

employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

ARTICLE 3: MANAGEMENT RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Except by the express terms of this Agreement, such functions of the Employer include, but are not limited to:

a) determine the mission, budget, organization, number of employees, and internal security practices of the Department;

b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and determine the time and methods of such action;

c) discipline, suspend, demote, or dismiss employees for just cause except that when a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of Article 13;

d) assign and direct the work force;

e) develop and modify class specifications and allocate positions to those classifications;

f) determine the method, materials, and tools to accomplish the work;

g) designate duty stations and work sites, and assign employees to those duty stations and work sites;

h) reduce the work force;

i) establish reasonable work rules;

j) assign the hours of work and assign employees to shifts and days off and;

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

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.

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.

ARTICLE 4: UNION REPRESENTATION

Section 1. Appointment to Union Position. An employee desiring election or appointment to an office in the Union which requires a part or all of his/her time may request a leave of absence of up to one (1) year without pay. The request shall normally be approved unless the leave would cause a significant hardship to the department or unduly interfere with its ability to carry out its mission.

Section 2. Negotiations/Business Leave Bank. No more than one (1) employee who is elected/appointed to serve on the Union negotiating committee will be allowed to negotiate future contracts on County time.

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

ARTICLE 5: HOLIDAYS

Section 1. Observed Holidays. The Parties shall continue to observe the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Jr. Day	(day of observance)
President's Day	(day of observance)
Memorial Day	(day of observance)
Independence Day	(July 4)
Labor Day	(day of observance)
Veteran's Day	(day of observance)
Thanksgiving Day	(day of observance)
The Friday following	

Thanksgiving Day	
Christmas Day	(December 25)

Holidays shall be observed in accordance with RCW 1.16.050, as amended.

Section 2. Holiday Pay. All employees shall take holidays on the day of observance (as identified above) unless their work schedule requires otherwise for continuity of services, in which event, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time regular rate or eight (8) hours of leave to be added to their accrued vacation, at the employee's option.

Employees will have two weeks from the date of the holiday to indicate their preference for pay or leave accrual. In the event the employee does not indicate a preference, the time shall be credited as eight (8) hours of leave added to their accrued vacation. All leave accrued under this section will be administered through the vacation plan (including maximum accruals provided in Article 6, Section 1.2).

Overtime eligible employees who work a shift which begins on a holiday, shall be paid for that shift at one and one-half (1-1/2) times their regular rate of pay in addition to regular holiday pay as outlined above.

Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and the first of November of each year. These days can be used in the same manner as any vacation day earned.

ARTICLE 6: VACATION

Section 1. Accrual Rates. Regular, full-time employees working forty (40) hours per week, shall receive vacation benefits as indicated in the following table:

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

Section 1.1. Part-time employees shall accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally scheduled work week;

Section 1.2. Full-time regular employees may accrue up to sixty days vacation leave. Part-time regular employees may accrue vacation up to sixty days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual

amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Director of the Department of Adult and Juvenile Detention has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Employer.

Section 2. An employee shall not be granted vacation benefits if not previously accrued. Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of county service, and if they leave county employment prior to successfully completing their first six months of county service, shall forfeit and not be paid for accrued vacation leave. This Section does not apply to employees who use accrued vacation for a qualifying event under the Washington Family Care Act.

Section 3. County Employment While on Vacation. No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 4. Incremental Usage. Vacation may be used by overtime eligible employees in one half hour increments at the discretion of the department director or his appointed designee. Vacation shall be used by FLSA (Fair Labor Standards Act) exempt employees in full day increments at the discretion of the department director or his appointed designee.

Section 5. Upon Termination. Upon termination for any reason, the employee will be paid for unused vacation credits.

Section 6. Upon Death. 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 49.48, Title II.

Section 7. Vacation Leave Transfers. Employees shall be allowed to transfer vacation leave in accordance with the provisions set forth in the King County Code.

Section 8. Vacation Preference. When two bargaining unit members, in the same or different classifications, have requested vacation during the same period; and operational needs require that only one bargaining unit member can be off at one time, the bargaining unit member with the most bargaining unit seniority will be given preference: provided; the vacation request by the senior

bargaining unit member has been submitted at least six (6) months prior to the requested vacation dates. If the request has been submitted less than six (6) months in advance it will be approved on a first come, first served basis.

ARTICLE 7: SICK LEAVE

Section 1. Accrual Rate. Every employee in a regular full-time or regular part-time position shall accrue sick leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month. The employee is not entitled to sick leave if not previously earned.

Section 2. Eligible Absences. Sick leave shall be paid on account of the employee's illness as follows:

a) Employee illness;

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

c) Employee exposure to contagious diseases and resulting quarantine;

d) Employee disability due to pregnancy or childbirth;

e) Employee medical, dental, or optical appointments.

f) As otherwise provided for by federal and state law, including the Washington Family Care Act.

Section 3. Vacation Sick Leave. After six months of full-time service, a regular employee may, at management's discretion, be permitted to use up to one-half of his/her accruing vacation (5 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used for sick leave must be reimbursed to the County upon termination. This Section does not apply to employees using accrued vacation leave for a qualifying event under the Washington Family Care Act.

Section 4. Incremental Usage. Sick leave may be used by overtime eligible employees in one-half (1/2) hour increments at the discretion of management. Vacation shall be used by FLSA (Fair Labor Standards Act) exempt employees in full day increments at the discretion of the department director or his appointed designee.

Section 5. Maximum Accrual. There shall be no limit to the hours of sick leave accrued by an employee.

Section 6. Upon Separation. Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

Section 7. Cash Out. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death, thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be made in cash, less any mandatory withholdings, based on the employee's base rate. This cash out is subject to the adoption of a Voluntary Employee Beneficiary Association (VEBA) by members of this bargaining unit.

Section 8. Worker's Compensation. Employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments greater than the net regular pay of the employee.

Section 9. Employees shall be entitled to family medical leave, as provided by the federal Family Medical Leave Act, the King County Family Medical Leave ordinance and any Washington state laws that provide for family medical leave. These laws and ordinances shall control in the event of a conflict with this Agreement.

Section 10. Sick Leave Incentive. In January of each calendar year, employee sick leave usage will be reviewed. Regular full-time employees who have used two (2) days or less of sick leave during the preceding calendar year shall be rewarded by having two (2) additional days credited to their vacation account. Regular, full-time employees who have used more than two (2) but less than four (4) days of sick leave during the proceeding year shall be rewarded by having one (1) additional day credited to their vacation account. For purposes of this article, "days" shall consist of 8 hours each.

ARTICLE 8: WAGE RATES

Section 1. 2012 Wage Rates. Effective January 1, 2012 employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

Section 2. 2013Wage Rates. Effective January 1, 2013 employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

Section 3. 2014 Wage Rates. Effective January 1, 2014 employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

Section 4. Economic and Fiscal Conditions Reopener. The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7%, in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

Section 5. Work in Higher Classification. Whenever an employee is assigned, in writing, by the Department Director or designee, to perform the duties of a higher classification, that employee shall be paid at the first step of the higher class or the next higher step as would constitute the step closest to a five (5) percent increase over the salary received prior to the assignment, for all time spent while so assigned. Such payment shall commence with the first day in the assignment.

ARTICLE 9: OVERTIME AND CALLBACK

Section 1. Overtime.

a. The regular schedule of work shall be forty (40) hours in a week or eight (8) hours in a work day, unless the employee is on an alternative work schedule, which has a longer daily shift. No overtime shall be worked unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

b. The employee will be allowed to elect to receive either compensatory time or to be paid at the appropriate rate of pay. Employees may accrue up to 80 hours of compensatory time. Employees may continue to accrue additional compensatory time beyond the 80 hours specified herein if, as a result of cyclical workloads or work assignments that the taking of compensatory time would result in an undue hardship for the Employer, the employee is unable to take accrued compensatory time. Employees must obtain a waiver from the Director of the Department of Adult and Juvenile Detention to be able to accrue compensatory time beyond the 80 hour limit. If a waiver is denied, the use of accrued compensatory time shall be granted.

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

Section 2. Callback. All bargaining unit members who are called back to work after completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-four (24) hour period.

Section 3. Court Appearances. Bargaining unit members who are required to "stand by" for court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled day off. Once notified that the employee must report to court, the standby pay shall cease and the provisions as outlined in Section 2 above shall apply. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

ARTICLE 10: HOURS OF WORK

Section 1. Hours of Work. The regular schedule of work of bargaining unit members shall be forty (40) hours per week.

Section 2. Assignment of 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 notice of change is given, except in those circumstances over which the Department cannot exercise control. PROVIDED: the required two (2) week notification period shall not commence until the employee has received the verbal or written notification of the proposed change. In the exercise of this prerogative, department management will act reasonably and will establish schedules to meet the dictates of the work load, however, nothing contained herein will permit split shifts. Employees schedules will allow for a minimum of two (2) consecutive days off.

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

Section 4. Job-Sharing. If two bargaining unit employees in the same job classification wish to share one full-time position, they shall submit such a request to the Facility Commander, who shall transmit the request to the Department Director. The Department Director shall have sixty (60) days from the date she/he receives the request to review the request and either approve or deny the request for job-sharing. Employees who share one full-time position shall receive pro-rata, on the basis of hours worked, benefits, except medical, dental, and insurance 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 (either voluntarily or involuntarily), the job-sharing arrangement shall cease, and the remaining employee reverts to full-time. The provisions of the Article 10, Section 4 shall be exempt from the grievance procedure set forth in Article 13.

Section 5. Corrections Program Administrators and Correction Program Supervisors. The

work day of the Corrections Program Administrators and Correction Program Supervisors shall include a one-half (1/2) hour paid lunch. During this paid lunch the Corrections Program Administrators and Correction Program Supervisors shall be available for work.

ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

King County presently participates in group medical, dental, and life insurance programs. The County agrees to maintain the level of benefits in these plans during the term of this Agreement, provided that the Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

The County will continue to allow retired employees to purchase medical coverage at their own expense, up to age 65, at the County set-aside rate.

ARTICLE 12: MISCELLANEOUS

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

Section 2. Employee Personnel Files. Any/all employee files, except the "background" file, shall be available for review upon request during normal business hours. No information will be placed in these files without the employee's prior knowledge.

Section 3. Jury Duty. An employee required by law to serve on jury duty shall continue to receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be assigned to the day shift for the period of time necessary for such assignment duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

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

When the employee is dismissed from jury duty, the employee is required to contact his/her supervisor immediately. The supervisor will instruct the employee when to report to work,

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

Section 4. Bulletin Boards. The employer agrees to permit the Union to post on County bulletin boards, the announcement of meetings, election of officers, and any other Union material which is not prohibited by state law or County ordinance.

Section 5. Beepers. Bargaining unit employees who are assigned beepers will be required to wear such beepers only during their scheduled work hours. They will not be required to carry beepers during non-working hours. Further, employees shall maintain the beepers in operational condition.

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

Section 7. Travel Between Facilities. Any employee stationed at one jail facility and having to travel to another jail facility during their work shift will be provided a County car for the trip, access to an employees' transfer bus, or will be paid at the King County mileage rate then in effect. The method of transportation used by the employee will be at the option of the Employer.

Section 8. If changes are made to King County parking procedures as they affect employees at any King County Jail Facility where bargaining unit members primarily work, the Union may request to negotiate any mandatory subject of negotiations regarding such changes per R.C.W. 41.56.

Section 9. Employees who translate a language in the work place identified by management as a language for which translation activity is necessary shall be paid five hundred dollars ($500) per year. The stipend shall be paid to eligible employees on a pro-rated and per pay period basis. Eligible employees shall be required to pass a language proficiency test administered by the County. The employer retains the discretion to determine the number of employees that may qualify for the

premium.

Section 10. Bargaining Unit Vacancies. Prior to filling a vacancy in a bargaining unit position, employees in the same classification as the vacancy will be given an opportunity to submit transfer requests for the vacant position. Selection of the successful applicant will include seniority in classification as a factor in consideration. Employees who have successfully transferred shall be prohibited from future transfers for a two (2) year period.

If no bargaining unit member submits a transfer request for a vacant position, applications may be solicited from non-bargaining unit members at the discretion of management. Nothing in this section shall modify management's right to make changes in assignment to address departmental operating need.

ARTICLE 13: GRIEVANCE PROCEDURE

Section 1. Intent. The Employer and the Union commit to addressing and resolving issues in a fair and responsible manner and at the lowest level possible. Employees are encouraged to address disagreements early and may do so without restraint.

Section 2. Definition. A grievance shall be defined as an alleged violation of any of the express terms of this contract to include wages, hours, and working conditions as specifically provided herein.

Section 3. Procedure.

Step 1 - Supervisor. A grievance will be addressed verbally between a Supervisor and the Administrator (his/her own immediate supervisor) within ten (10) workdays of the event or circumstance giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the issue will be referred in a jointly written statement by both parties to the Associate Director. The Associate Department Director will have ten (10) working days to review the statement and to resolve the issue. If not satisfactorily resolved within ten (10) working days, the issue will be referred in a jointly written statement by both parties to the Department Director.

Administrator. A grievance will be addressed verbally between the Administrator and the Facility Commander within ten (10) working days of the event or circumstance giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the issue will be

referred in a jointly written statement by both parties to the Department Director.

Step 2 - Department Director. The Department Director will have fifteen (15) workdays to review the statement(s) and to resolve the grievance. If the resolution recommended by the Department Director is not acceptable, either party may refer the grievance to Step 3.

Step 3 - Failing to settle the grievance in accordance with Step 2, the grievance shall be submitted in writing to the Director of the Office of Labor Relations (Director of OLR) or designee within fifteen (15) workdays from the date the Step 2 response was received or due, whichever comes first. The Director of OLR or designee shall schedule a hearing within fifteen (15) workdays from the date of receipt of the written Step 3 grievance. The Director of OLR or designee shall render a decision within ten (10) calendar days of the hearing.

Step 4 - Arbitration. Should the Director of OLR or designee not resolve the grievance to the satisfaction of the Union, the Union may request arbitration within thirty (30) calendar days of the date the Step 3 response was due. The request must specify:

a. Article or Articles the County has allegedly violated;

b. details or nature of the violation;

c. position of party who is referring the grievance to arbitration;

d. questions which the arbitrator is being asked to decide; i.e., issues statement; and;

e. remedy sought.

Section 4. Selection of Arbitrator. Should arbitration be chosen, the arbitrator shall be selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel of eleven arbitrators furnished by P.E.R.C. or F.M.C.S. The arbitrator shall be selected from the list by both the employer and the Union alternately striking a name from the list until only one name remains. It shall be the responsibility of the party requesting arbitration to contact the appropriate entity for a list. The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

Section 5. Authority of the Arbitrator. In connection with any arbitration proceeding held pursuant to this Agreement, the following is understood:

a. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the expressed terms of this Agreement. All other matters shall be excluded from arbitration.

b. No matter may be arbitrated which the employer, 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 the Revised Code of Washington, Chapter 41.56.

c. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of work, or lockout during such conferences or arbitration.

d. Each party shall bear one half (1/2) of the arbitrators' fee and expenses.

e. Each party shall bear the cost of its own legal representation regardless of the outcome of the arbitration.

Section 6. Multiple Procedures. If employees have access to multiple County procedures for adjudicating grievances, the 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 7. Procedure for Waiving. Time restrictions and/or grievance steps may be waived by written mutual consent of both parties, provided that new time limits be established by the written document.

Section 8. Just Cause Standard. No non-probationary 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.

Section 9. Probationary Period. All newly hired and promoted employees must serve a probationary period as defined in the King County Code. The probationary period is an extension of the hiring process, therefore, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification. Grievances brought by

probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

Section 10. Parties to the Agreement. In as much 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 14: EDUCATION AND TRAINING PROGRAM

Section 1. General. The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 2. Training Opportunities. Notice of special schools and general training opportunities will be posted and all interested personnel will be allowed to apply for these opportunities prior to any final selection. In addition, the department will continue its practice of sending notices of specialized training opportunities to applicable personnel.

Employees shall be eligible to be paid their regular wages while attending approved and job-related in-service, meetings, educational workshops and/or seminars plus travel expenses in accordance with the County travel reimbursement policies.

Section 3. Education Incentive. The parties endorse the value of training for employees. In order to encourage such accomplishments, the Employer may reimburse employees for certain education and training expenses. In addition, the Employer will continue its current practice of providing paid leave for the required attendance at training sessions and seminars.

ARTICLE 15: SAVINGS CLAUSE

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

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. No Work Stoppage. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to performed assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or refusal to perform any customarily assigned duties, or any other form of work stoppage or interference with the normal operation of the jail.

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

Section 3. The Employer agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE 17: REDUCTION-IN-FORCE

Section 1. Order of Layoff. Employees laid off as a result of a reduction in force shall be laid off according to seniority within the classification; the least time within the classification being the first to go. In the event there are two or more employees eligible for layoff within the Department with the same length of time in a classification, then the time in the Department will determine the order of layoff with the least senior being the first to go. Provided: no regular or probationary employee shall be laid off while there are temporary extra-help employees serving in the classification covered under this Agreement from which layoffs are to occur.

Section 2. Reversion to Previously Held Positions. In lieu of lay-off, a Corrections Program Administrator who has been promoted from a Corrections Program Supervisor within the Department of Adult and Juvenile Detention shall be allowed to bump the least senior Corrections Program Supervisor. Provided: the employee exercising his/her right to bump has more seniority in the classifications of Corrections Program Supervisor and Corrections Program Administrator combined than the employee being bumped.

Section 3. Seniority of Corrections Program Administrators. Employees in the Corrections Program Supervisor classification who are promoted to the Corrections Program Administrator classification will continue to accrue seniority in the Corrections Program Supervisor classification while serving in the Corrections Program Administrator classification. Such employees will accrue seniority in each classification simultaneously. This provision shall apply to current Corrections Program Administrators who previously served as Corrections Program Supervisors, retroactively to the date of their promotion to Corrections Program Administrator.

Section 4. Reassignment by Director of HRD. In lieu of layoff, or if an employee eligible to revert to a previously-held position pursuant to this Article elects not to revert, the Director of HRD may reassign such employee to a comparable, vacant position, when the Director of HRD determines such reassignment to be in the best interest of the County.

Section 5. Recall from Layoff. The names of laid off employees will be placed on a re-employment list in reverse order of the actual layoff. Such list shall remain in effect for a period of two years or until all laid off employees are rehired with the County, whichever comes first.

Section 6. Meet and Confer on Reductions-In-Force. Whenever feasible, at least thirty days prior to any proposed reduction in force of any bargaining unit position, the Employer will meet with the Union. The purpose of the meeting will be to explore options to the reduction in force that may be achieved through job sharing, leaves of absence, other DAJD assignments, or such other options that the Employer and the Union may propose.

ARTICLE 18: DURATION

This Agreement and each of its provisions, unless otherwise stated, shall cover the period from January 1, 2012 and shall become effective upon full and final ratification and approval by all formal requisite means by the Metropolitan King County Council and the King County Executive and shall continue in full force and effect through December 31, 2014.

APPROVED this 21st day of July, 2011

By: Rhonda A. Berry
for King County Executive

SIGNATORY ORGANIZATION:

6/22/11
Public Safety Employees Union
Department of Adult & Juvenile Detention Management

cba Code: 330

Union Code(s): 00519
S1

Addendum A
Public Safety Employees Union
Department of Adult and Juvenile Detention Management
January 1, 2012

Job Class Code	MSA Job Code	Peoplesoft Job Code	Classification Title	Range
2810300	8291	281419	Administrator III	63
5223100	8085	520402	Corrections Program Administrator	68
5222100	8086	520302	Corrections Program Supervisor	63
2252400	8209	226804	Occupational Education and Training Program Administrator-Senior	63
2242200	8198	225205	Records and Information Systems Manager	61
2244200	8201	225502	Records Center Supervisor	50
8700100	8661	871102	Supervisor I	58
8700200	8662	871202	Supervisor II	64
8700300	8663	871303	Supervisor III	68

For rates, please refer to the King County Squared Salary Table

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
PUBLIC SAFETY EMPLOYEES UNION
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Public Safety Employees Union - Department of Adult and Juvenile Detention Management

cba Code	Union	Contract
330	PSEU	Department of Adult and Juvenile Detention Management

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Public Safety Employees Union agree as follows.

1. The parties have negotiated that the employees covered by the aforementioned collective bargaining agreement (duration: January 1, 2008, through December 31, 2011 (document code: 330C0108)) will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

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

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

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

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Public Safety Employees Union:

8/11/11
Date

For King County:

for

8/11/11
Date

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