

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

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**PUBLIC SAFETY EMPLOYEES UNION
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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.

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

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

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

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

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

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

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

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

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

7 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

17 D. assigning and directing the work force;

18 E. developing and modifying class specifications;

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

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

21 H. reducing the work force;

22 I. establishing reasonable work rules;

23 J. assigning the hours of work;

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

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

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

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

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

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

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

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

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

1 **ARTICLE 4: HOLIDAYS**

2 The County shall continue to observe the following paid holidays:

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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

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16 **Section 1. Date of Observance:** All holidays shall be observed in accordance with

17 RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven

18 day per week operation shall observe the following four (4) holidays on the specific dates listed

19 below. Examples of the twenty-four hour operations are: both Department of Adult and Juvenile

20 Detention Facilities. For these specific named holidays, overtime will be paid only on the dates listed

21 below:

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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

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

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

8 **Section 4. Floating Holiday:** Each employee shall receive two (2) additional personal
9 holidays to be administered through the vacation plan. One personal holiday shall be added to the
10 vacation leave bank in the pay period that includes the first day of October and one personal holiday
11 will be added in the pay period that includes the first day of November of each year. These days can
12 be used in the same manner as any vacation day earned.

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

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

1 **ARTICLE 5: VACATIONS**

2 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours
3 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

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

25 **Section 2. Monthly Accrual - Vacation Holidays and Sick Leave:** Employees with one or
26 more continuous years of service shall accrue vacation benefits monthly pursuant to King County
27 policy and ordinances. Employees shall be charged vacation based on their daily work schedule
28 (8 hour, 7.5 hour, or 7 hour).

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

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

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

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

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

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

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

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

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

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

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

12 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 7 A. Employee illness;
- 8 B. Employee disability due to pregnancy or childbirth;
- 9 C. Employee exposure to contagious diseases and resulting quarantine;
- 10 D. Employee keeping medical, dental, or optical appointments;
- 11 E. Employee caring for a child under the age of eighteen (18) with a health condition
 12 that requires treatment or supervision (pursuant to RCW 49.12.270);
- 13 F. As required under state or federal law;
- 14 G. To volunteer in a child's school for up to a maximum of 3 days on the conditions
 15 set forth in the King County Personnel Guidelines.

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

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

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

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

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

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

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

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

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

10 **ARTICLE 7: WAGE RATES**

11 **Section 1. Rates of Pay:** Wage rates for 2013 shall be as listed in Addendum A. Wage rates
12 for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the
13 standard 40-hour workweek.

14 **Section 2.** Effective January 1, 2014 all wage rates in effect for the classifications listed in
15 Addendum A shall receive a cost-of-living increase as set forth in the Union Coalition cost-of-living
16 adjustment Memorandum of Agreement, "Addressing The 2011 Budget Crisis", effective through
17 December 31, 2014 attached as Appendix D and incorporated into this collective bargaining
18 agreement herein by reference (King County document code: 191C0113_Appendix
19 D_000U0310_COLA-2011_191_scsq.pdf).

20 **Section 3.** Article 7 (Wages) as well as other compensation related Articles of this CBA may
21 be reopened after December 31, 2014 upon written notice by either party, for the purpose of
22 bargaining compensation related provisions of this collective bargaining agreement (CBA) that will
23 be effective on a date agreed to by the parties. The parties agree to bargain such provisions in 2013 or
24 2014 with the intent of having an agreement in place on compensation items before January 1, 2015.

25 Additionally, the parties agree to meet and discuss-upon written request by either party-during
26 the life of this Agreement, the issue of mandatory overtime (hours worked over regular shift) in a
27 week in which sick leave is taken, as well as daily minimum staffing levels set by DAJD. The parties
28 agree that minimization of both mandatory overtime and sick leave-to the extent possible, are

1 mutually beneficial goals. To this end, they agree to meet and discuss strategies to meet these goals
2 and agree that CBA provisions may be changed as necessary, upon written agreement of the parties,
3 as a result of these discussions. The parties also agree to discuss in Labor Management meetings
4 immediate measures that might reduce the need for mandatory overtime. This includes but is not
5 limited to a voluntary overtime sign up system for known overtime needs for this bargaining unit.
6 The goal of the parties is to agree to such a system and implement said system as soon as practicable.

7 **Section 4. Work Out of Class:** King County may assign an employee to work out of class
8 whenever an employee is assigned, in writing (such assignments must be in writing), by the division
9 director or his/her designee, to perform the duties of a higher classification for a period of one full
10 working day or more, that employee shall be paid at the first step of the higher class or a minimum of
11 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time
12 spent while so assigned. The "one full working day or more" provision cited above is defined and
13 will be implemented as follows:

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

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

1 **Section 5. Lead Worker Pay:** Employees assigned, in writing, by the division director or
2 his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent
3 (5%) greater than their regular rate for all time so assigned (applied hourly or by pay periods) except
4 that if employee is assigned to a lead worker classification, s/he will be paid consistent with the pay
5 range assigned to that classification.

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

12 **Section 6. Salary on Promotions:** Any employee who is promoted to a higher classification
13 shall receive the beginning step for the higher classification or the next higher salary step as would
14 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

15 **Section 7. Employee Incentive/Career Development:**

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

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

24 **A. Translation**

25 Employees will be paid an amount equal to five hundred dollars (\$500) per year (converted to
26 an hourly or per pay period figure, consistent with the payroll system) who are placed on a list by the
27 Director as qualified to translate a language in the work place identified by (Director or his/her
28 designees) Management as a language for which translation activity is necessary, as determined by

1 the DAJD Director. Such employees must be fluent in the foreign language and be approved by a
2 Joint Management and Union selected three member native speaking community panel who will
3 judge the ability of the employee to fluently speak the specific language in question and by the
4 Department Director or his/her designee. Employees deemed eligible by the Director shall be placed
5 on a list. Employees who are placed on the list are eligible for the premium described above.

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

9 **B. Training**

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

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

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

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

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

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

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

3 C. Budgetary Savings

4 Employees are eligible for an amount equal to a maximum of one hundred dollars (\$100), per
5 calendar year (converted to an hourly figure or per pay period figure, consistent with the payroll
6 system) as a "bonus"/performance pay, when an employee demonstrates to the department Director or
7 designee that she/he has taken action or recommended action that has resulted in cost savings or
8 additional revenue for the department to which the employee is assigned. Such savings/additional
9 revenue must be a minimum of \$1,000 to qualify for this, "bonus"/performance pay. Request for
10 such a "bonus"/performance pay must be made initially with the employee's immediate supervisor
11 who will make a written recommendation that will proceed up the chain of command.

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

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

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

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

27 D. Education

28 The department will pay to qualified employees a premium equal to thirty to fifty dollars (\$30

1 to \$50) per month premium (see below; converted to hourly figure or per pay period figure), provided
 2 that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. As
 3 with Section A (Translation) such premiums will not be paid if the degree constitutes a minimum
 4 requirement of the position.

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

11 This section is subject to the grievance procedure.

12
 13 **Section 8. Shift Differentials:** The value of the shift differential has been rolled over into the
 14 base wage of bargaining unit employees who previously received such differential, and is included in
 15 the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive
 16 shift differential as a separate premium.

17 **Section 9. Reinstated Employees:**

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

24 **B. Reinstatement Within Two Years:** Employees who are reinstated pursuant to
 25 Civil Service Rules within two (2) calendar years but after one (1) calendar year shall, upon
 26 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of
 27 twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for
 28 which employees receive a step increase after six (6) months of service) they shall be compensated at

1 the equivalent of the same salary step that they were on when they left service plus any step
2 advancement due for the addition of the current service.

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

6 **Section 10.** The parties have bargained King County's 2005 proposed changes to the King
7 County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby
8 incorporated into this Agreement.

9 **ARTICLE 8: OVERTIME**

10 **Section 1. Overtime:**

11 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

12
13
14
15
16
17
18
19 Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate
20 calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

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

26 **A. Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall
27 be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked
28 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the

1 purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it
 2 will be considered a shift extension for court. Employees will be compensated for the amount of time
 3 spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees
 4 subpoenaed to court while on furlough or vacation.

5 **B. Training:** In the event that the department requires an employee to attend a
 6 mandatory training session, and such training is not directly before or after a shift or during a shift,
 7 then a two (2) hour minimum callout will be paid.

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

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

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

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

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

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

28 **B.** Comp time balances may be carried over from calendar year to calendar year, but

1 may not go above the referenced sixty four (64) hour maximum (effective upon full ratification of the
2 parties). All overtime hours worked by an employee whose comp time balance is already at the
3 above-referenced maximum will be compensated with overtime pay.

4 C. When an employee requests to use accrued comp time, comp time will be
5 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
6 operational and staffing considerations will apply. When such a request is submitted, it will be
7 granted within a reasonable period of time after such request, unless to do so will "unduly disrupt" the
8 operations of the department.

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

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

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

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

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

27 **Section 9.** Overtime-eligible employees who receive work related calls at home on their off
28 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)

1 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

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

5 **Section 11.** Mandatory overtime assignments for Corrections Technicians to a worksite other
6 than the employee’s regular worksite (Seattle v. King County Regional Justice Center), as well as
7 intra facility assignments (Seattle v. KCRJC) whether overtime eligible or not, shall be made
8 consistent with the procedure as negotiated between the parties and developed by the Department of
9 Adult and Juvenile Detention for such assignments.

10 **ARTICLE 9: HOURS OF WORK**

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

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

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

21 Employees with paid meal periods are subject to being called back to work at any time during
22 a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave
23 the employer’s facility to which the employee is assigned, during their paid breaks or meal periods.
24 The employer will schedule break periods to assure adequate coverage, consistent with department
25 rules. This will include a 30 minute meal period, as well as two fifteen minute breaks (or intermittent
26 rest periods) during an eight hour shift. Due to the nature of law enforcement/corrections work, it
27 may not be possible to schedule and/or take such meal periods and break periods during the time
28 specified in WAC 296-126-092 (between two and five hours after the beginning of their work shift).

1 Such meal periods and break periods will be scheduled and taken as work demands allow. To the
2 degree that this provision conflicts with WAC 296-126-092, it shall be interpreted as an express
3 waiver of the Washington Administrative Code with respect to the time break is taken. Employees
4 have a duty to inform supervisors when they are due for a break period. Employees may submit
5 written requests to their supervisors to take a meal period at the end of the work shift and such
6 requests will be approved or denied on a case by case basis at the discretion of the supervisor.

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

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

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

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

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

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

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

1 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

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

6 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

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

28 **Section 6. Jury Duty:** An employee required by law to serve on jury duty shall continue to

1 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of
2 time necessary for such assignment. If they have four hours or more left on their shift at the
3 completion of the jury duty assignment for the day, they shall report to their work location and
4 complete the day shift. Once the employee is released for the day, or more than one day, then he/she
5 is required to contact the supervisor who will determine if he/she is required to report for duty,
6 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.
7 he/she shall not be required to report for work on that particular day.

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

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

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

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

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

24 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

7 **Procedure**

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

11 The grievance must:

- 12 A. fully describe the alleged violation and how the employee was adversely affected;
- 13 B. set forth the section(s) of the Agreement which have been allegedly violated; and
- 14 C. specify the remedy or solution being sought by the employee filing the grievance.

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

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

25 **Step 3 - Department Director:** If, after thorough evaluation, the decision of the manager has
26 not resolved the grievance to the satisfaction of the employee, the Union may present the grievance to
27 the department director. All letters, memoranda and other written materials previously submitted to
28 lower levels of supervision shall be made available for the review and consideration of the

1 department director. He/she may interview the employee and/or his/her representative and receive
2 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
3 his/her written decision available within ten working days. If the grievance is not pursued to the next
4 higher level within five working days, it shall be presumed resolved.

5 ***Step 4 - Office of Labor Relations (OLR) representative:*** If, after thorough evaluation, the
6 decision of the department director has not resolved the grievance, the grievance may be presented to
7 a committee comprised of: one representative from the Union, one representative from the
8 Department, and an OLR representative who shall also act as Chair. The Union representative and/or
9 the Department representative may be subject to challenge for cause.

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

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

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

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

2 **Step 5 - Arbitration:** Either the County or the Union may request arbitration within thirty (30)
 3 days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time
 4 specify the exact question which it wishes arbitrated. The parties shall then select a third
 5 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
 6 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the
 7 American Arbitration Association or the Federal Mediation and Conciliation Service, or by another
 8 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County
 9 representative and the Union, each alternately striking a name from the list until one name remains.
 10 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a
 11 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

28 **Section 3. Just Cause/Progressive Discipline:** No employee may be discharged, suspended

1 without pay, or disciplined in any way except for just cause. In addition, the County will employ the
2 concept of progressive discipline in appropriate cases. The County's policy is that discipline is
3 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may
4 result in discharge, disciplinary transfer, or other disciplinary actions that do not require corrective
5 action.

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

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

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

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

26 **Section 4. Probationary Period:** All new, and reinstated career service employees serve a
27 probationary period of up to one (1) year from the date of their appointment. During this period, the
28 employee is evaluated as a part of the final selection process; appointment to a career service position

1 is not considered final unless the employee successfully completes a probationary period. Career
 2 service employees who are promoted, or demoted serve a probationary period from the date of their
 3 change in status. The Probationary period rules relating to such period are defined by King County
 4 Career Service Rules.

5 **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and
 6 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

7 **ARTICLE 13: BULLETIN BOARDS**

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

13 **ARTICLE 14: NON-DISCRIMINATION**

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

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

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

24 **ARTICLE 15: SAVINGS CLAUSE**

25 Should any part of this collective bargaining agreement or any provision contained herein be
 26 rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any
 27 decree of a court of competent jurisdiction, such invalidation of such part or portion of this
 28 Agreement shall not invalidate the remaining portions hereof; provided, however, upon such

1 invalidation, the parties agree to meet and negotiate such parts or provision affected. The remaining
 2 parts or provisions shall remain in full force and effect.

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

4 **Section 1. No Work Stoppages:** The employer and the signatory organization agree that the
 5 public interest requires efficient and uninterrupted performance of all County services, and to this end
 6 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
 7 signatory organization shall not cause or condone any work stoppage, including any strike, slowdown,
 8 or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or
 9 other interference with County functions by employees under this agreement and should same occur,
 10 the signatory organization agrees to take appropriate steps to end such interference. Any concerted
 11 action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above
 12 activities have occurred.

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

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

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

23 **ARTICLE 17: WAIVER CLAUSE**

24 The parties acknowledge that each has had the unlimited right within the law and the
 25 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
 26 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
 27 agreement. Therefore, the County and the signatory organization, for the duration of this agreement,
 28 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter

1 not specifically referred to or covered by this Agreement.

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

5 **ARTICLE 18: REDUCTION-IN-FORCE**

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

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

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

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1 **ARTICLE 19: DURATION**

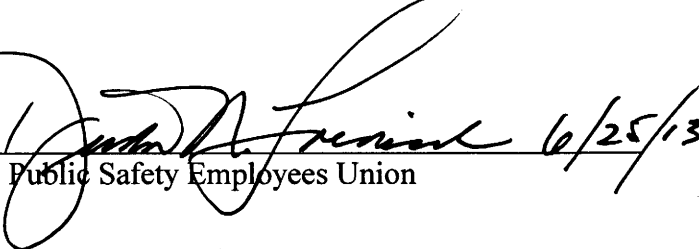
2 This Agreement shall be effective from January 1, 2013 after ratification by both parties, and
3 remain effective through December 31, 2015, except where otherwise provided for herein. Written
4 notice of desire to modify this agreement shall be served by either party upon the other at least sixty
5 (60) days prior to the date of expiration, namely October 31, 2015.

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APPROVED this 30 day of JULY, 2013.

By: 
King County Executive

SIGNATORY ORGANIZATION:

 6/25/13
Public Safety Employees Union