

Coalition Labor Agreement (CLA) - Appendix for [191]
Agreement Between King County
And
Public Safety Employees Union
Non-Commissioned - Department of Adult & Juvenile Detention (H7)

ARTICLE 1: APPLICATION OF CLA AND DEFINITIONS 1

ARTICLE 2: UNION RECOGNITION AND ROSTER2

ARTICLE 3: RIGHTS OF MANAGEMENT3

ARTICLE 4: HOLIDAYS5

ARTICLE 5: VACATION USE AND PREFERENCE6

ARTICLE 6: WAGE RATES.....7

ARTICLE 7: OVERTIME..... 11

ARTICLE 8: HOURS OF WORK 15

ARTICLE 9: MISCELLANEOUS 17

ARTICLE 10: PERSONNEL MATTERS..... 18

ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION..... 19

ARTICLE 12: WAIVER CLAUSE20

ARTICLE 13: REDUCTION-IN-FORCE21

ADDENDUM A: Wages

ADDENDUM B: Step Progression

1 These Articles, together with the Coalition Labor Agreement (CLA) constitute an agreement
2 between King County (the County) and the Public Safety Employees Union (the Union), the terms of
3 which have been negotiated in good faith. This Agreement shall be subject to approval by Ordinance
4 by the County Council of King County, Washington.

5
6 **ARTICLE 1: APPLICATION OF CLA AND DEFINITIONS**

7 **Section 1.1.** The CLA shall apply to the individual bargaining unit's employees as follows:

8 A. The Preamble in its entirety.

9 B. All CLA superseding provisions.

10 C. All non-superseding provisions, except Article 46 Waiver and Complete
11 Agreement.

12 **Section 1.2. Definitions.** Where words or terms have been defined under King County Code
13 (KCC) 3.12, as amended, the definition shall apply to the same words or terms not otherwise defined
14 within this Agreement.

1 **ARTICLE 2: UNION RECOGNITION AND ROSTER**

2 **Section 2.1.** The County Council recognizes the Union as representing those regular full-time
3 and regular part-time career service and probationary employees whose job classifications are listed
4 in attached Addendum A (Wages). The County also recognizes the Union as representing those
5 short-term temporary (STT) and term limited temporary (TLT) employees (as opposed to regular
6 employees) whose job classifications are listed in attached Addendum A (Wages), and who meet
7 Washington State Public Employment Relations Commission's definition of "employee".

8 STT and TLT employees (defined in Appendix B (Definitions)) however, are covered only by
9 Article 6 (Wage Rates) Sections 6.1, 6.4, and 6.6 and Addendum A (Wages) of this collective
10 bargaining agreement, and any applicable provisions in the CLA specifically covering STT and/or
11 TLT employees. No other provision in this collective bargaining agreement applies to STT or TLT
12 employees; except that Article 6.6 (Education) applies to TLT employees but not to STT employees.

13 Where not covered under this or other agreements, vacation, sick leave, holidays and health
14 care benefits for temporary and term limited employees shall be governed by King County Code,
15 Section 3.12, as amended.

16 **Section 2.2. Bargaining Unit Roster.** The County will transmit to the Union a current listing
17 of all employees in the bargaining unit within thirty (30) calendar days of request for same but not to
18 exceed twice per calendar year. Such list shall include the name of the employee, classification,
19 department and salary.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

C. disciplining employees, including the suspension, demotion, or dismissal of employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of CLA Article 26;

D. assigning and directing the work force;

E. developing and modifying class specifications;

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

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

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

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

L. Payroll System: the right to define and implement changes to the bi-weekly payroll system is vested exclusively in the County. Implementation of such system may include, but is not limited to, the conversion of wages and leave benefits into hourly amounts. The parties recognize the County's exclusive right to make necessary changes to the payroll system, including those that will standardize pay practices and FLSA work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be reopened at any time during the life of this Agreement by the County for the purpose of negotiating-to the extent required by law, these standardized pay practices.

M. Uniforms: The Department may change or modify or implement requirements with respect to uniforms worn by their employees. The Department will provide a \$350 voucher to

1 Customer Service Specialist IIIs no later than January 31 of each year (unless the parties agree in
2 writing to a later date) to purchase necessary Department required uniform items.

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

4 **O.** Assigning bargaining unit work to any employee in the bargaining unit, consistent with
5 this collective bargaining agreement.

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

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

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

ARTICLE 4: HOLIDAYS

Section 4.1. Holiday Observance. All comprehensive leave eligible employees shall take holidays off (up to eight hours), using holiday leave if eligible, on the day of observance, unless their work schedule requires otherwise for continuity of services, as determined by the County. The day of observance shall be pursuant to CLA Article 10, except that New Year's Day, Juneteenth, Independence Day, Veteran's Day, and Christmas Day will be observed on the actual date, even when they fall on a Saturday or Sunday, if the employee is in a classification and workgroup that is scheduled on a 24/7 basis.

Section 4.2. Work on Holiday. Comprehensive leave eligible employees who are directed to work their regular shift on a holiday shall be paid at the rate of one-and-one-half (1.5) the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect for all regular hours worked (known as "time and one half"), and full-time comprehensive leave eligible employees shall be eligible for an additional eight (8) hours of pay at the straight-time rate, prorated for employees working less than a standard forty (40) hour work week.

Section 4.3. Furlough on Holiday. If a holiday (as defined in CLA Article 10 and this Article) falls on an eligible employee's furlough day, the employee may have the holiday converted to vacation leave and added to their vacation bank or receive an extra day's pay at the employee's option.

A. Annually, no later than February 1, employees shall make a selection for how they want their holiday leave hours credited for the year (pay or leave) when a holiday falls on their furlough. In the event the employee does not indicate a preference, the employee shall receive pay.

Section 4.4. Leave added to the vacation bank under this Article will be subject to all of the same provisions as accrued vacation contained throughout this Agreement.

Section 4.5. When an employee's regularly scheduled work day spans two (2) calendar days, the holiday shall be considered to have occurred (be observed) on their shift which begins on a holiday.

1 **ARTICLE 5: VACATIONS USE AND PREFERENCE**

2 **Section 5.1. Leave Increments.** For comprehensive leave eligible employees, vacation may
3 only be requested for use in one-fourth (1/4) hour increments.

4 **Section 5.2. Vacation Preference.** In accordance with past practice, vacation shall be
5 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the
6 employee with the approval of the Director or their designee. Employees who are transferred
7 involuntarily, and who have already had their vacation request approved as specified above, will be
8 allowed to retain that vacation period regardless of their seniority within the new shift, squad, or unit
9 to which they are transferred. Employees who are only able to bid for 4 of 5 days during a requested
10 full week off due to leave availability, will be granted the 5th day off. Once approved, vacation time
11 may not later be converted to compensatory time off.

12 **Section 5.3. Notice.** Vacation requests within seventy-two (72) hours of the start of the shift
13 or during the shift shall be reviewed for approval on a case-by-case basis, and shall not be approved if
14 the approval would result in mandatory overtime.

15 **Section 5.4. Cancellation.** Employees wishing to cancel vacation days must notify the
16 department of the cancellation at least twenty-four (24) hours prior. Exceptions to the twenty-four
17 (24) hour rule may be granted if cancelling scheduled vacation would reduce/eliminate overtime for
18 the shift, allow another employee to take leave, or prevent the employee from going into a no-pay
19 status.

ARTICLE 6: WAGE RATES

Section 6.1. Rates of Pay. Wage rates shall be as listed in Addendum A, and refer to ranges and steps on the King County Squared Table. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

Section 6.2. Lead Worker Pay. Employees assigned, in writing, by the division director or their designee to perform lead worker duties, shall be compensated at a rate which is five percent (5%) greater than their normal rate, inclusive of current premiums, for all time so assigned (applied hourly) except that if employee is assigned to a lead worker classification, they will be paid consistent with the pay range assigned to that classification.

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

Section 6.3. Pay on Promotion. Pay rates as a result of promotion shall be pursuant to KCC 3.15.130, as amended.

Section 6.4. *Language Translation.*

A. Employees who translate a language in the work place that is identified by management as a language for which translation activity is necessary will be paid an amount equal to five hundred dollars (\$500) per year (converted to an hourly figure). 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.

B. This Section is not subject to the grievance procedure contained in CLA Article 26, except that the failure to pay the required premium after approving eligibility is subject to such procedure.

Section 6.5. *Training.*

A. Training Coordinator.

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

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

3) Supervisors and lead workers are not eligible for this premium. This section is not subject to the grievance procedure, CLA Article 26, except failure to pay the premium is subject to such procedure.

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

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

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

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

Section 6.6. Budgetary Savings.

A. Employees are eligible for an amount equal to a maximum of one hundred dollars (\$100), per calendar year (converted to an hourly figure or per pay period figure, consistent with the payroll system) as a "bonus"/performance pay, when an employee demonstrates to the department Director or designee that they have taken action or recommended action that has resulted in cost savings or additional revenue for the department to which the employee is assigned. Such

savings/additional revenue must be a minimum of \$1,000 to qualify for this, “bonus”/performance pay. Request for such a “bonus”/performance pay must be made initially with the employee’s immediate supervisor who will make a written recommendation that will proceed up the chain of command.

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

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

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

E. This section is not subject to the grievance procedure in CLA Article 26, except that if the Department determines that such action has resulted in savings/additional revenue of a minimum of one thousand dollars (\$1,000) and the one hundred dollars (\$100) “bonus” is not paid, this action may be grieved.

Section 6.7. Education. The department will pay to qualified employees a premium equal to thirty to fifty dollars (\$30 to \$50) per month premium (see below; converted to hourly figure), provided that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. Such premiums will not be paid if the degree constitutes a minimum requirement of the position. TLT employees are eligible for this premium, but STT employees are not.

Associate’s Degree	(2 year Degree)	\$30 month premium (converted to hourly figure)
Bachelor’s Degree	(4 year Degree)	\$40 month premium (converted to hourly figure)
Master’s Degree		\$50 month premium (converted to hourly figure)

1 **Section 6.8. Shift Differentials.** The value of the shift differential has been rolled over into
2 the base wage of bargaining unit employees who previously received such differential, and is
3 included in the wages outlined in the Addendum A (Wage Rates) of this Appendix. No employees
4 shall receive shift differential as a separate premium.

5 **Section 6.9. Reinstated Employees.**

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

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

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

22 **Section 6.10.** The parties have bargained the King County Personnel Guidelines through
23 coalition bargaining. The results of said bargaining are hereby incorporated into this Agreement,
24 except where changes or updates have been made by the CLA or this Appendix.

ARTICLE 7: OVERTIME

Section 7.1. Overtime. Overtime shall be payable to employees for all hours worked, excluding sick leave, in excess of forty (40) hours per FLSA workweek at the overtime rate in effect at the time the overtime work is performed. The overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time the overtime is worked (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 7.2. Court Overtime Callouts. A minimum of two (2) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees subpoenaed to court while on furlough or vacation.

Section 7.3. Training. In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two (2) hour minimum callout will be paid.

Section 7.4. Overtime Authorization. All overtime shall be authorized by the Department Director or their designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day.

Section 7.5. Compensatory Time. In lieu of overtime pay, an employee may request, in writing, prior to working the overtime, compensatory time in lieu of pay for the overtime that was worked, provided: all compensatory time must be authorized by Department management. If denied, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with comp time rather than overtime pay is within the discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

1 Under normal conditions, the following conditions will apply to the use of compensatory
2 time:

3 A. Employees may accrue (earn) a maximum of eighty (80) hours of compensatory
4 time each calendar year. Employees who have reached the annual maximum of eighty (80) hours of
5 compensatory time must take overtime compensation in pay.

6 B. Compensatory time must be used during the calendar year in which it is accrued
7 unless it is not feasible due to work demands. The employee may then request, and the department
8 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.
9 Compensatory time that is not approved for carryover will be cashed out for each calendar year in the
10 pay period that includes December 31st. Compensatory hours that have been carried over must be
11 used within the first quarter of the new calendar year, or will be cashed out in the pay period that
12 includes March 31.

13 C. Compensatory time may only be requested for use in one-quarter (1/4) hour
14 increments.

15 D. Requests to use compensatory time shall be made at least seventy-two (72) hours
16 prior to the time being requested. Any requests within seventy-two (72) hours of the start of the shift
17 shall be reviewed for approval on a case-by-case basis, but shall not be approved if it results in
18 mandatory overtime for another employee.

19 E. When an employee requests to use accrued comp time, comp time will be
20 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
21 operational and staffing considerations will apply. When such a request is submitted, it will be
22 granted within a reasonable period of time after such request, unless to do so will "unduly disrupt"
23 the operations of the department.

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

27 G. Employees will note their comp time balances (as reflected either on their pay
28 stubs) and submit requests for the use of comp time only when they have adequate leave in their

1 comp time bank to cover the request.

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

4 **Section 7.6. Voluntary Training.** Employees who request training on a voluntary basis will
5 not be paid for study time associated with said training, nor will overtime compensation be paid for
6 workdays that extend beyond the normal contractual workday if said workday is part of the normal
7 training schedule, provided, however, employees who are required to attend by the Department will
8 be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the
9 overtime provisions of this agreement.

10 **Section 7.7. Executive Leave.** Employees who are both FLSA and contract overtime exempt
11 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,
12 consistent with County policies, rules and procedures for the assignment and use of such leave. This
13 leave must be taken the year it was awarded, and may not be carried over from year to year.

14 **Section 7.8. Mandatory Overtime.** Mandatory overtime shall be defined as any time an
15 employee is directed by their supervisor not to leave work at the end of their shift, or if the employee
16 is required to stay five (5) minutes or longer after their shift (resulting in overtime) as a result of late
17 relief.

18 **A. MOT “wheel”.**

19 1) Mandatory overtime shall be assigned in reverse seniority order; starting
20 with the least senior employee, and shall continue through the list of employees in increasing
21 seniority order until all overtime assignments are made. Employees who are required to work
22 mandatory overtime will be dropped to the bottom of the mandatory overtime list. The wheel, when
23 next used, will start with the employee who is next at the top of the list and continue as described
24 above.

25 2) The Department will make a reasonable attempt to relieve employees from
26 their mandatory overtime shift in the order of reverse mandatory (the last person who was given
27 mandatory overtime shall be the first eligible to be relieved), but may also consider impacts to
28 operations other employees in the assignment of mandatory overtime.

1 **B. Mandatory Overtime before Vacation Period.** No employee shall be considered
2 for mandatory overtime as an extension of an employee's last shift prior to furlough or pre-approved
3 vacation, unless there are no other employees on the list who are able to be assigned the mandatory
4 overtime.

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

7 **Section 7.9. MOT at Alternate Locations.** Mandatory overtime assignments for Customer
8 Service Specialists III to a worksite other than the employee's regular worksite, e.g. King County
9 Correctional Facility (KCCF) v. Maleng Regional Justice Center (MRJC), as well as intra facility
10 assignments (KCCF v. MRJC) whether overtime eligible or not, shall be made consistent with the
11 procedure as follows:

12 **A.** If staffing adjustments are needed which require that Customer Service Specialist
13 IIIs must be reassigned from their normal prescheduled worksites, volunteers will be sought first. If
14 there are no volunteers, then Customer Service Specialist IIIs required to change their previously
15 scheduled worksite locations shall be assigned in reverse seniority order.

ARTICLE 8: HOURS OF WORK

Section 8.1. The working hours of the full-time classifications affected by this Agreement shall be the equivalent of forty (40) hours per week.

Section 8.2. Work Schedules. The establishment of reasonable work schedules, locations and starting times is vested solely within the purview of department management and may be changed from time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or ten (10) working days) notification period shall not commence until the employee has received verbal or written notification of the proposed change.

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

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

Section 8.3. Employee Requests. Work schedules may be altered, upon written request of the employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by the employee and management, for so long as the parties agree in writing.

1 **Section 8.4. Workweek.** The workweek for employees in the Department shall begin at
2 12:00 a.m. on Saturday of each week and continuing for a total of seven (7) consecutive days through
3 11:59 p.m. the following Friday.

4 **Section 8.5. Job Sharing.** If two employees in the same job classification and work site wish
5 to job share one full-time position, they shall submit such a request in writing to their immediate
6 supervisor. The immediate supervisor shall submit such request to the Department Director, or
7 Division Director. The request shall be transmitted to the Department Director. The Department
8 Director has ninety (90) calendar days from the date they receive the request to review the request
9 and either approve or deny the request for job sharing. Employees who job share one full-time
10 position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as
11 other half-time County employees. In the event that one of the job-sharing employees terminates
12 their employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

17 **Section 8.6. Daylight Savings Adjustment.** Employees working on third shift during the
18 spring daylight saving time adjustment period will take one (1) hour of vacation or compensatory
19 time, or one (1) hour of leave without pay, to cover the reduction of their shift hours. Employees
20 shall be paid for any required overtime during the autumn daylight saving time adjustment period
21 pursuant to Article 8, overtime.

1 **ARTICLE 9: MISCELLANEOUS**

2 **Section 9.1. Access to Premises.** The County administration shall afford Union
3 representatives a reasonable amount of time while on on-duty status to consult with appropriate
4 management officials and/or aggrieved employees, provided that the Union representative and/or
5 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
6 to be conducted, request necessary time without undue interference with assignment duties. Time
7 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
8 supervisor. Union representatives shall guard against use of excessive time in handling such
9 responsibilities.

10 **Section 9.2. Loss of Personal Effects.** Employees who suffer a loss or damage, in the line of
11 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
12 Department expense, not to exceed \$150.00.

13 **Section 9.3. Mandatory Higher Education.** Employees who are required to obtain
14 additional formal education beyond that initially required for employment shall be allowed time off
15 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion
16 of management.

17 **Section 9.4. Mission Critical Personnel.** The Department has reviewed its policies with
18 respect to employees considered mission critical personnel, with the goal of including as few non-
19 commissioned employees as reasonably necessary to meet the needs of the Department of Adult and
20 Juvenile Detention.

1 **ARTICLE 10: PERSONNEL MATTERS**

2 **Section 10.1.** Letters of Corrective Counseling (LOCC) are not considered discipline.
3 Letters of Corrective Counseling shall be removed from the Department personnel files twelve (12)
4 months after issuance, but shall be retained in Internal Investigations Unit (IIU) files for
5 documentation of employee notice, and as required for public records retention under state law and
6 the County's retention schedule.

7 **Section 10.2. Personnel Files.** An employee who wishes to review their King County
8 Personnel File may do so upon written request to the Department's Human Resources (HR) at a time
9 mutually agreeable to employee, supervisor and HR. Personnel information will be kept consistent
10 with King County and state rules including but not limited to King County Career Service Rules
11 Chapter 21 and King County code Chapter 2, as well as RCW 40.

12 **Section 10.3. Supervisor Files.** Performance related notes will not be kept in supervisor files
13 without being shared or discussed with the employee.

14 **Section 10.4. Probationary Period.** All new, and reinstated career service employees serve a
15 probationary period of up to one (1) year from the date of their appointment. During this period, the
16 employee is evaluated as a part of the final selection process; appointment to a career service position
17 is not considered final unless the employee successfully completes a probationary period. Career
18 service employees who are promoted, or demoted serve a probationary period from the date of their
19 change in status. The Probationary period rules relating to such period are defined by King County
20 Career Service Rules.

ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 11.1. No Work Stoppages. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 11.2. Union Responsibilities. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the signatory organization shall publicly order such signatory organization employees to cease engaging in such a work stoppage.

Section 11.3. Disciplinary Action. Any employee who commits any act prohibited in this article will be subject to the following action or penalties:

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

ARTICLE 12: WAIVER CLAUSE

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

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

ARTICLE 13: REDUCTION-IN-FORCE

Section 13.1. Layoff Procedure. Employees laid off as a result of a reduction in force shall be laid off according to inverse seniority within the classification, with the employee with the least time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff within the Department with the same classification seniority, the Department head will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are temporary employees serving in the class or position for which the regular or probationary employee is eligible and available. Each employee will have an adjusted service date based on their length of service within their classification and Department.

Section 13.2. Reversion to Previously Held Positions. In lieu of layoff, a regular or probationary employee may on the basis of classification seniority, bump the least senior employee in any lower level position (within the department and bargaining unit) formerly held by the employee designated for layoff, provided that the employee exercising their right to bump has more seniority in the classification than the employee who is being bumped.

Section 13.3. Re-Employment List. The names of laid off employees will be placed in order of layoff (with the employees with the most seniority as defined above placed at the top of the list) on a Re-employment List for the classification previously occupied. The Re-employment List will remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs first.

For King County:

DocuSigned by:

Diana Joy

7/10/2022

Diana Joy, Labor Relations Manager
Office of Labor Relations
King County Executive Office

For Public Safety Employees Union:

DocuSigned by:

Dustin Frederick

7/10/2022

Dustin N. Frederick

ADDENDUM A WAGES

Job Class Code	People Soft Job Code	Classification Title	Squared Table Range	Steps
4201100	421219	Administrative Specialist I	33	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
4201200	431326	Administrative Specialist II	37	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
4201300	421419	Administrative Specialist III	41	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
5215100	521503	Community Corrections Caseworker	56	Steps 1, 2, 4, 6, 8, 10
5218100	523002	Community Work Program Crew Supervisor	45	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
4300300	431407	Customer Service Specialist III	40	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
4101100	411110	Fiscal Specialist I	34	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
4101200	411214	Fiscal Specialist II	38	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
4101300	411315	Fiscal Specialist III	42	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
7304100	733304	Functional Analyst I	54	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
7304200	733406	Functional Analyst II	57	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
7304300	733503	Functional Analyst III	62	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
2243100	225305	Records Management Specialist	46	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
2151100	207112	Payroll Specialist	44	Steps 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

For above classifications, progression to all steps above Step Two is on the following January 1, except that the second salary increase skips a January 1 when first salary increase is between October 1 and December 31, inclusive.

ADDENDUM B - STEP PROGRESSION

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

2. Step Progression: Employees covered by this collective bargaining agreement who start at step 1, shall automatically (consistent with other provisions of this collective bargaining agreement and Addendum A (Wages)) advance from Step 1 to Step 2 upon successful completion of probation, pursuant to King County Code, as amended. Except that where the attached wage chart differs from this section, the wage chart prevails.

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

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

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

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

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

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

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

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Labor Relations Manager

King County Executive Department-OLR

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