



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 13, 2009

Ordinance 16586

Proposed No. 2009-0379.1

Sponsors Ferguson, Constantine and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Public Safety Employees Union (Non-
4 Commissioned - Department of Adult and Juvenile
5 Detention) representing employees in the department of
6 adult and juvenile detention; and establishing the effective
7 date of said agreement.

8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and Public Safety Employees Union (Non-Commissioned - Department of Adult
12 and Juvenile Detention) representing employees in the department of adult and juvenile
13 detention and attached hereto is hereby approved and adopted by this reference made a
14 part hereof.

15

16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 January 1, 2009, through and including December 31, 2012.

18

Ordinance 16586 was introduced on 6/22/2009 and passed by the Metropolitan King
County Council on 7/13/2009, by the following vote:

Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Lambert, Mr. von Reichbauer,
Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn

No: 0

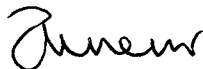
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17th day of July, 2009.



Kurt Triplett, County Executive

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KING COUNTY COUNCIL CLERK

Attachments

- A. Public Safety Employees Union Non-Commissioned Professional Employees and the King County Department of Adult and Juvenile Detention,
- B. Addendum A - Wages--Effective 1/1/2009,
- C. Appendix A--Step Progression,
- D. Appendix B--Definitions,
- E. Appendix C--Family Medical Leave,
- F. Appendix D--Transition to Biweekly Pay,
- G. Appendix E--Memorandum of Agreement By and Between King County and Members of the King County Coalition of Unions Addressing the 2009 Budget Crisis

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

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APPENDIX D: Transition to Biweekly Pay

APPENDIX E: Memorandum of Agreement By And Between King County And Members of The
King County Coalition of Unions Addressing The 2009 Budget Crisis

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

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.

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

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

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

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

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

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

24 Provided, however, employees who hold genuine religious beliefs or tenets which object to
25 membership in the Union, as provided by state and federal law, shall not be required to tender those
26 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an
27 amount of money equivalent to regular union dues and initiation fee to a non-religious charity
28 mutually agreed upon between the public employee and the Union. The employee shall furnish

1 written proof that payment to the agreed upon non-religious charity has been made. If the employee
2 and the Union cannot agree on the non-religious charity, the Public Employment Relations
3 Commission shall designate the charitable organization.

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

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

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

14 **Section 4. Union Membership - Informational Form:** The County will require all new
15 employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will
16 inform them of the union's exclusive recognition.

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

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

11 D. assigning and directing the work force;

12 E. developing and modifying class specifications;

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

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

15 H. reducing the work force;

16 I. establishing reasonable work rules;

17 J. assigning the hours of work;

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

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

24 M. The departments may change or modify or implement requirements with respect to
25 uniforms worn by their employees.

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

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

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

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

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

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1 **ARTICLE 4: HOLIDAYS**

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

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4 COMMONLY CALLED:	5 DATE OF OBSERVANCE:
6 New Year's Day	7 First day of January
8 Martin Luther King, Jr.'s Birthday	9 Third Monday in January
10 President's Day	11 Third Monday in February
12 Memorial Day	13 Last Monday in May
14 Independence Day	15 Fourth day of July
16 Labor Day	17 First Monday of September
18 Veteran's Day	19 Eleventh day of November
20 Thanksgiving Day	21 Fourth Thursday in November
22 Friday following Thanksgiving Day	
23 Christmas Day	24 Twenty-fifth day of December

25

26 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW
27 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day
28 per week operation shall observe the following four (4) holidays on the specific dates listed below.
Examples of the twenty-four hour operations are: both Department of Adult and Juvenile Detention
Facilities. For these specific named holidays, overtime will be paid only on the dates listed below:

29

30 Holiday	31 Date of Observance and Overtime Payment
32 New Year's Day	33 First of January
34 Independence Day	35 Fourth of July
36 Veteran's Day	37 Eleventh of November
38 Christmas Day	39 Twenty-fifth of December

40

1 **Section 2. If Holiday falls on furlough:** If a holiday (as defined in Section 1) 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 day shall be granted on the first of
10 October and one day on the first of November of each year. These days can be used in the same
11 manner as any vacation day earned.

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

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

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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:

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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 (8
28 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. The hourly rate shall be
21 determined by dividing the annual rate of pay by the number of work hours in that year.

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

25 **Section 8. Excess Vacation:** All employees may continue to accrue additional vacation
26 beyond the maximum specified herein if, as a result of cyclical workloads or work assignments,
27 accrued vacation will be lost. Employees who leave King County employment for any reason will be
28 paid for their unused vacation up to the maximum specified herein, (480 hours for a 40 hour per week

1 employee), consistent with Section 6 above. Employees shall forfeit the excess accrual prior to
2 December 31st of each year.

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

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

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1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Accrual:** Regular full-time employees, and regular part-time employees who
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that
5 sick leave shall not begin to accrue until the first of the month following the month in which the
6 employee commenced employment. The employee is not entitled to sick leave if not previously
7 earned.

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

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

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

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

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

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

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

28 d. Employees will be required to submit an Essential Functions Form prior to

1 returning to work from any absence of five (5) consecutive work days or more for medical reasons.

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

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

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

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

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

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

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

26 A. Employee illness;

27 B. Employee disability due to pregnancy or childbirth;

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

- 1 D. Employee keeping medical, dental, or optical appointments;
- 2 E. Employee caring for a child under the age of eighteen (18) with a health condition
- 3 that requires treatment or supervision (pursuant to RCW 49.12.270);
- 4 F. As required under state or federal law;
- 5 G. To volunteer in a child's school for up to a maximum of 3 days on the conditions
- 6 set forth in the King County Personnel Guidelines.

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

- 8 A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
- 9 of bereavement leave a year due to the death of members of their immediate family.
- 10 B. Regular, full-time employees who have exhausted their bereavement leave, shall be
- 11 entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when death
- 12 occurs to a member of the employee's immediate family.
- 13 C. Bargaining unit members shall be granted benefits consistent with all provisions of
- 14 King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Appendix C.
- 15 This includes but is not limited to eligibility requirements, terms, conditions and restrictions.
- 16 D. In cases of family care where no sick leave benefit is authorized or exists, the
- 17 employee may be granted leave without pay, consistent with the terms of King County's FMLA
- 18 Ordinance, No. 13377, King County Code 3.12.220.
- 19 E. In the application of any of the foregoing provisions, holidays or regular days off
- 20 falling within the prescribed period of absence shall not be charged against accrued sick leave.

21 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave

22 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of

23 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)

24 additional hours credited to their vacation account. Employees who have used more than sixteen (16)

25 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their

26 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

27 **Section 14. Prescribed Period of Absence:** Holidays or regular days off falling within the

28 prescribed period of absence will not be charged against accrued sick leave.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1. Rates of Pay:** Wage rates for 2009 shall be as listed in Addendum A. Wage rates
3 for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the
4 standard 40-hour workweek.

5 **Section 2.** Effective January 1, 2010 all wage rates in effect for the classifications listed in
6 Addendum A shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W,
7 September 2008 to September 2009; provided, however, that the amount produced by application of
8 the foregoing shall not be less than 2% nor greater than 6%. Also effective January 1, 2010, this
9 Article will open and remain open on the issue of COLA for 2011 and 2012 until the issue of COLA
10 is bargained and ratified. This Article is also open to bargain the effects (if any) of the Administrative
11 Services Classification Compensation Study with Union Coalition members.

12 **Section 3.** Effective July 1, 2010, the wage range for the Corrections Technician
13 classification will move from Range 36 to Range 37 (a one range increase from July 1, 2009),
14 consistent with Addendum A. Employees will move to the new ranges step to step.

15 **Section 4. Work Out of Class:** King County may assign an employee to work out of class
16 whenever an employee is assigned, in writing (such assignments must be in writing), by the division
17 manager or his/her designee, to perform the duties of a higher classification for a period of one full
18 working day or more, that employee shall be paid at the first step of the higher class or a minimum of
19 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time
20 spent while so assigned. Additional compensation shall not exceed the maximum of the salary range
21 for the assigned classification. King County may assign employees to perform the work of a lower
22 classification, but while so assigned, the employee will be paid at the rate of his/her normal
23 classification.

24 **Section 5. Lead Worker Pay:** Employees assigned, in writing, by the division manager or
25 his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent
26 (5%) greater than their regular rate for all time so assigned.

27 Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or
28 right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may

1 be revoked at any time at the sole discretion of management at such time as the "lead worker"
2 designation is removed, the employee's compensation reverts to the rate received prior to the
3 designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it
4 shall be subject to the grievance procedure and requirements of just cause.

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

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

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

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

17 **A. Translation**

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

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

1 placement on the list of eligibles, is subject to such procedure.

2 **B. Training**

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

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

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

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

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

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

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

23 **C. Budgetary Savings**

24 Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year as a
25 "bonus"/performance pay, when an employee demonstrates to the department Director or designee
26 that she/he has taken action or recommended action that has resulted in cost savings or additional
27 revenue for the department to which the employee is assigned. Such savings/additional revenue must
28 be a minimum of \$1,000 to qualify for this, "bonus"/performance pay. Request for such a

1 "bonus"/performance pay must be made initially with the employee's immediate supervisor who will
2 make a written recommendation that will proceed up the chain of command.

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

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

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

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

18 **D. Education**

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

23

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

27

28 This section is subject to the grievance procedure.

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

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

1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:**

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

4

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

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

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

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

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

28 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department

1 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a
2 regularly scheduled work day for the individual crew.

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

6 **Section 5. Workweek:** The workweek for employees in DAJD shall begin at 12 a.m. on
7 Sunday and continue to 11:59 p.m. on Saturday.

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

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

16 A. A maximum of forty (40) straight time hours may be accrued.

17 B. Comp time balances may be carried over from calendar year to calendar year, but
18 may not go above the referenced forty (40) hour maximum. All overtime hours worked by an
19 employee whose comp time balance is already at the above-referenced maximum will be
20 compensated with overtime pay.

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

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

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

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

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

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

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

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

22 **Section 11.** Mandatory overtime assignments for Corrections Technicians to a worksite other
23 than the employee's regular worksite (Seattle v. King County Regional Justice Center) shall be made
24 consistent with the procedure as negotiated between the parties and developed by the Department of
25 Adult and Juvenile Detention for such assignments.

26 **Section 12. Reopener:** King County may reopen this Article if requested in writing during
27 the life of this collective bargaining agreement to bargain any changes (or effects) required by King
28 County's Accountable Business Transformation (ABT) Program.

1 **ARTICLE 9: HOURS OF WORK**

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

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

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

12 Employees with paid meal periods are subject to being called back to work at any time during
13 a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave
14 the employer's facility to which the employee is assigned, during their paid breaks or meal periods.
15 The employer will schedule break periods to assure adequate coverage.

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

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

21 **Section 5. Workweek:** The workweek for employees in DAJD shall begin at 12 a.m. on
22 Sunday and continue to 11:59 p.m. on Saturday.

23 **Section 6. Job Sharing:** If two employees in the same job classification and work site wish
24 to job share one full-time position, they shall submit such a request in writing to their immediate
25 supervisor. The immediate supervisor shall submit such request to the Department Director, or
26 Division Manager. The request shall be transmitted to the Department Director. The Department
27 Director have ninety (90) days from the date he/she receives the request to review the request and
28 either approve or deny the request for job sharing. Employees who job share one full-time position

1 shall receive pro-rata benefits except medical benefits shall be granted on the same basis as other
2 half-time County employees. In the event that one of the job-sharing employees terminates his/her
3 employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

8 **Section 7. Reopener:** King County may reopen this Article if requested in writing during the
9 life of this collective bargaining agreement to bargain any changes (or effects) required by King
10 County's Accountable Business Transformation (ABT) Program.

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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.

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1 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

12 **Procedure**

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

16 The grievance must:

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

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

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

1 shall be presumed resolved.

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

10 ***Step 4 - Human Resources Division Director of the Department of Executive Services:*** If,
11 after thorough evaluation, the decision of the department director has not resolved the grievance, the
12 grievance may be presented to a committee comprised of: one representative from the Union, one
13 representative from the Department, and a Human Resources, Department of Executive Services,
14 Labor Relations representative who shall also act as Chair. The Union representative and/or the
15 Department representative may be subject to challenge for cause.

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

26 By mutual agreement, the parties may call in a mediator in place of the grievance panel and
27 the Human Resources Division Director of the Department of Executive Services, to attempt to
28 resolve the dispute. The parties shall jointly select the mediator, who will hear both sides of the

1 dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to
2 any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good
3 faith mediation and nothing the mediator says shall be admissible in an arbitration.

4 By mutual agreement the parties may either waive this Step (in writing) or by mutual
5 agreement the Human Resources Division of the Department of Executive Services, Labor Relations
6 representative may do a review of the file and the union's arguments and issue a prompt written
7 decision.

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

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

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

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

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

1 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.
2 Time restrictions may be waived in writing by consent of both parties.

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

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

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

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

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

1 **ARTICLE 13: BULLETIN BOARDS**

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

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1 **ARTICLE 14: NON-DISCRIMINATION**

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

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

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

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1 **ARTICLE 15: SAVINGS CLAUSE**

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

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

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

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

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

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

1 **ARTICLE 17: WAIVER CLAUSE**

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

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

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

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

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

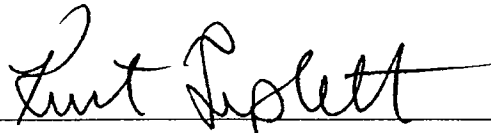
15 **Section 3. Re-Employment List:** The names of laid off employees will be placed in order of
16 layoff (with the employees with the most seniority as defined above placed at the top of the list) on a
17 Re-employment List for the classification previously occupied. The Re-employment List will remain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

1 **ARTICLE 19: DURATION**

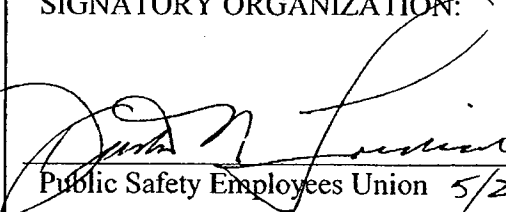
2 This Agreement shall be effective from January 1, 2009 after ratification by both parties, and
3 remain effective through December 31, 2012. Written notice of desire to modify this agreement shall
4 be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely
5 October 31, 2012.

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APPROVED this 12th day of June, 2009.

By: 
King County Executive

SIGNATORY ORGANIZATION:


Public Safety Employees Union 5/21/09

Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF ADULT & JUVENILE DETENTION
Effective 1/1/2009

Union Code: PSEUB

Job Class Code	MSA Job Class Code	People Soft Job Class Code	Classification	SQUARED TABLE RANGE	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4201100	8386	421219	Administrative Specialist I	33	Range 33, Step 1	Range 33, Step 2	Range 33, Step 3	Range 33, Step 4	Range 33, Step 5	Range 33, Step 6	Range 33, Step 7	Range 33, Step 8	Range 33, Step 9	Range 33, Step 10
4201200	8387	431326	Administrative Specialist II	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4201300	8388	421419	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
5215100	8422	521503	Community Corrections Caseworker	54	Range 54, Step 1	Range 54, Step 2	Range 54, Step 4	Range 54, Step 6	Range 54, Step 8	Range 54, Step 10				
5211000	8899	521801	Corrections Technician	35	Range 35, Step 1	Range 35, Step 2	Range 35, Step 3	Range 35, Step 4	Range 35, Step 5	Range 35, Step 6	Range 35, Step 7	Range 35, Step 8	Range 35, Step 9	Range 35, Step 10
4101100	8378	411110	Fiscal Specialist I	34	Range 34, Step 1	Range 34, Step 2	Range 34, Step 3	Range 34, Step 4	Range 34, Step 5	Range 34, Step 6	Range 34, Step 7	Range 34, Step 8	Range 34, Step 9	Range 34, Step 10
4101200	8379	411213	Fiscal Specialist II	38	Range 38, Step 1	Range 38, Step 2	Range 38, Step 3	Range 38, Step 4	Range 38, Step 5	Range 38, Step 6	Range 38, Step 7	Range 38, Step 8	Range 38, Step 9	Range 38, Step 10
4101300	8380	411315	Fiscal Specialist III	42	Range 42, Step 1	Range 42, Step 2	Range 42, Step 3	Range 42, Step 4	Range 42, Step 5	Range 42, Step 6	Range 42, Step 7	Range 42, Step 8	Range 42, Step 9	Range 42, Step 10
5218100	8691	423002	Community Work Program Crew Supervisor	43	Range 43, Step 1	Range 43, Step 2	Range 43, Step 3	Range 43, Step 4	Range 43, Step 5	Range 43, Step 6	Range 43, Step 7	Range 43, Step 8	Range 43, Step 9	Range 43, Step 10

Attachment B
16586

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

Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF ADULT & JUVENILE DETENTION
Effective 7/1/2009

Job Class Code	MSA Job Class Code	People Soft Job Class Code	Classification	SQUARED TABLE RANGE	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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4201200	8387	431326	Administrative Specialist II	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4201300	8388	421419	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
5215100	8422	521503	Community Corrections Caseworker	55	Range 55, Step 1	Range 55, Step 2	Range 55, Step 4	Range 55, Step 6	Range 55, Step 8	Range 55, Step 10				
5211000	8899	521801	Corrections Technician	36	Range 36, Step 1	Range 36, Step 2	Range 36, Step 3	Range 36, Step 4	Range 36, Step 5	Range 36, Step 6	Range 36, Step 7	Range 36, Step 8	Range 36, Step 9	Range 36, Step 10
4101100	8378	411110	Fiscal Specialist I	34	Range 34, Step 1	Range 34, Step 2	Range 34, Step 3	Range 34, Step 4	Range 34, Step 5	Range 34, Step 6	Range 34, Step 7	Range 34, Step 8	Range 34, Step 9	Range 34, Step 10
4101200	8379	411213	Fiscal Specialist II	38	Range 38, Step 1	Range 38, Step 2	Range 38, Step 3	Range 38, Step 4	Range 38, Step 5	Range 38, Step 6	Range 38, Step 7	Range 38, Step 8	Range 38, Step 9	Range 38, Step 10
4101300	8380	411315	Fiscal Specialist III	42	Range 42, Step 1	Range 42, Step 2	Range 42, Step 3	Range 42, Step 4	Range 42, Step 5	Range 42, Step 6	Range 42, Step 7	Range 42, Step 8	Range 42, Step 9	Range 42, Step 10
5218100	8691	423002	Community Work Program Crew Supervisor	43	Range 43, Step 1	Range 43, Step 2	Range 43, Step 3	Range 43, Step 4	Range 43, Step 5	Range 43, Step 6	Range 43, Step 7	Range 43, Step 8	Range 43, Step 9	Range 43, Step 10

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

Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF ADULT & JUVENILE DETENTION
Effective 1/1/2010

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4201200	8387	431326	Administrative Specialist II	37	Range 37, Step 1	Range 37, Step 2	Range 37, Step 3	Range 37, Step 4	Range 37, Step 5	Range 37, Step 6	Range 37, Step 7	Range 37, Step 8	Range 37, Step 9	Range 37, Step 10
4201300	8388	421419	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
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5211000	8899	521801	Corrections Technician	36	Range 36, Step 1	Range 36, Step 2	Range 36, Step 3	Range 36, Step 4	Range 36, Step 5	Range 36, Step 6	Range 36, Step 7	Range 36, Step 8	Range 36, Step 9	Range 36, Step 10
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Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF ADULT & JUVENILE DETENTION
Effective 7/1/2010

Job Class Code	MSA Job Class Code	People Soft Job Class Code	Classification	SQUARED TABLE RANGE	Step 1 for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
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4201300	8388	421419	Administrative Specialist III	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10
5215100	8422	521503	Community Corrections Caseworker	55	Range 55, Step 1	Range 55, Step 2	Range 55, Step 4	Range 55, Step 6	Range 55, Step 8	Range 55, Step 10				
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4101100	8378	411110	Fiscal Specialist I	34	Range 34, Step 1	Range 34, Step 2	Range 34, Step 3	Range 34, Step 4	Range 34, Step 5	Range 34, Step 6	Range 34, Step 7	Range 34, Step 8	Range 34, Step 9	Range 34, Step 10
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4101300	8380	411315	Fiscal Specialist III	42	Range 42, Step 1	Range 42, Step 2	Range 42, Step 3	Range 42, Step 4	Range 42, Step 5	Range 42, Step 6	Range 42, Step 7	Range 42, Step 8	Range 42, Step 9	Range 42, Step 10
5218100	8691	423002	Community Work Program Crew Supervisor	43	Range 43, Step 1	Range 43, Step 2	Range 43, Step 3	Range 43, Step 4	Range 43, Step 5	Range 43, Step 6	Range 43, Step 7	Range 43, Step 8	Range 43, Step 9	Range 43, Step 10

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

**APPENDIX A
STEP PROGRESSION**

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

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

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

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

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

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

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

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

**APPENDIX B
DEFINITIONS**

16586

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

1. Immediate Family:

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

2. Party:

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

3. Human Resources Manager:

“Human Resources Manager” means the Manager of the Human Resources Division of the Department of Executive Services.

4. Regular Full-Time Position:

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

5. Regular Part-Time Position:

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

6. Temporary Position:

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

APPENDIX B DEFINITIONS

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

7. Temporary Employee:

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

8. Term-Limited Temporary Position:

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

9. Term-Limited Temporary Employee:

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

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

APPENDIX C
FAMILY MEDICAL LEAVE

King County Code

3.12.220 - 3.12.223 PERSONNEL

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

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

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

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

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

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

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

**APPENDIX C
FAMILY MEDICAL LEAVE**

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

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

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

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

2. The employee's incapacitating injury, but:

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

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

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

**APPENDIX C
FAMILY MEDICAL LEAVE**

3. The employee's exposure to contagious diseases and resulting quarantine;
 4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;
 5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;
 6. To care for the employee's child as defined in this chapter if the child has an illness or health condition which requires treatment or supervision from the employee; or
 7. To care for other family members, if:
 - a. the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;
 - b. the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and
 - c. the reason for the leave is one of the following:
 - (1) the birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;
 - (2) the care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or
 - (3) care of a family member who suffers from a serious health condition.
- I. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in K.C.C. 3.12.220H.6 and K.C.C. 3.12.220H.7, combined, within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:
1. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority;

**APPENDIX C
FAMILY MEDICAL LEAVE**

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

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

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

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

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

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

1.a. the same position he or she held when the leave commenced; or
b. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

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

**APPENDIX D
TRANSITION TO BIWEEKLY PAY**

Attachment ~~2~~ F
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1. The County provided timely notice to the Union of its intent to implement a biweekly payroll schedule for employees represented by the Union who are currently paid on a semi-monthly schedule.

2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Union. The affected employees are members of the Public Safety Employees Union.

3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.

4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.

5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

8. The Union acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

APPENDIX E

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
MEMBERS OF THE KING COUNTY COALITION OF UNIONS
ADDRESSING THE 2009 BUDGET CRISIS**

WHEREAS the County is experiencing a financial emergency;

WHEREAS, effective January 1, 2009, the County will eliminate hundreds of positions;

WHEREAS a majority of the County's collective bargaining agreements provide for yearly increases based on 90% of the September to September Urban Wage Earners and Clerical Workers Consumer Price index (CPI);

WHEREAS the CPI has historically produced wage increases of between 2% and 3%;

WHEREAS, as the result of the national financial crisis, the County's revenues are significantly restricted while, simultaneously, the CPI will dictate a cost of living adjustment established at 4.88% for 2009;

WHEREAS substantially shutting down all but essential County services for ten days would produce significant savings and preserve employees' COLA, merit and step pay; and

WHEREAS the parties will through this agreement help to preserve essential services and reduce the layoffs necessary during 2009.

NOW THEREFORE, King County and the undersigned unions agree as follows.

1. The County will substantially shut down most of its facilities on the following days during the 2009 calendar year requiring mandated leave by all eligible County employees:

Friday, January 2, 2009
Friday, February 13, 2009
Friday, April 10, 2009
Friday, May 22, 2009
Friday, June 19, 2009
Monday, July 6, 2009
Friday, September 4, 2009
Monday, October 12, 2009
Wednesday, November 25, 2009
Thursday, December 24, 2009

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2. Employees that regularly work 80 hours in a two-week pay period will take the above-referenced days off, unpaid, to the extent that they are regularly scheduled to work on those days. To the extent that one or more of the above-referenced days falls on a regularly scheduled day off, the affected employee will schedule alternate furlough day(s) such that the amount of furlough equates to an 80 hour furlough. Employees that regularly work less than 80 hours in a two week pay period will be furloughed on a pro-rated basis. Regular holiday pay will not be impacted.

3. Employees in a position earning \$16.92 per hour or less during the pay period of a mandated leave day may, for that mandated leave day, use their vacation leave or accept donated vacation leave to cover their pay for that day.

4. With approval from management, employees may voluntarily donate vacation leave to employees in a position earning \$16.92 per hour or less or below during the pay period of a mandated leave day for the sole purpose of helping these employees preserve their pay during the mandated leave. Unused donated leave will remain with the donee and will not revert back to the donor.

5. Employees enrolled in the PERS 1 or PERS 2 program who submit letters of intent to retire to the County during calendar years 2009 or 2010 may, for their mandated leave days, use vacation leave. Should any employee who submits such notice not retire during 2009 or 2010, an additional amount of vacation, equal to the number of vacation days that were used for mandated leave in 2009, will be deducted from their leave banks at the end of the respective calendar year.

6. Employees may not perform County work while on a mandated leave day or work additional hours during the workweek to make up for the mandated leave time. Mandatory unpaid leave during the County's shut-down days is non-compensable time under the Washington Minimum Wage Act (WMWA) and the Fair Labor Standards Act (FLSA) and will not count as hours worked towards the overtime threshold; provided that unique issues will be dealt with pursuant to paragraph 11.

7. FLSA exempt employees may not work time in excess of a standard schedule during the weeks that contain mandated leave days. FLSA exempt employees must record the days and hours they worked and the days and hours they did not work during pay periods including a mandatory leave day.

8. Vacation and sick leave accruals will continue during mandated leave days. Where an employee is denied vacation time as the result of the Department's necessity to schedule mandated leave time, the employee may carry over vacation in excess of the cap.

9. Medical, dental, vision and any other insured benefits will be unaffected by the mandated leave except where an employee is on unpaid status for 30 consecutive days or more.

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10. Mandatory unpaid leave will not count as a break in service and shall not affect seniority or step advancement. Probationary periods will not be impacted in that mandatory leave days will not add to the length of probation.

11. The applicable union and departmental management will meet as necessary to discuss any other issues related to the implementation of the mandatory leave days, with the goal that all eligible employees will serve equitable mandated leaves. Discussions may include how to implement the mandated leave for employees on alternative work schedules or part-time employees.

12. With approval from management, employees will be permitted to take additional unpaid leave beyond the established mandatory leave days. FLSA-exempt employees must take voluntary unpaid leave in full workweek increments. Hourly employees may take voluntary unpaid leave in hourly increments. Supervisors and managers are strongly encouraged to approve these requests unless operational needs preclude them from doing so. However, unpaid leave days should not be granted if it will result in the need for another employee to work overtime to perform the duties that would otherwise be completed by the employee taking the unpaid leave day(s) or otherwise result in net loss of County revenue.

13. For signatory unions with contracts expired or expiring in 2009, the County will agree to extend the COLA, merit and step wage provisions through 2010.

14. To the extent this agreement conflicts with any provisions of collective bargaining agreements or any County procedures or guidelines, this agreement controls.

15. By October 30, 2008, the County will produce to the unions a list of furlough-ineligible classifications and work units within the Executive Branch. Furloughs for employees, classifications and work units within the Executive Branch will be for no less time and under circumstances not more favorable than the employees furloughed pursuant to this Agreement. The County may make minor adjustments to the October 30, 2008 list as needed for error, emergent circumstances, or King County Council action.

16. The County agrees to provide notice to all impacted County employees about the 2009 mandatory leave as soon as practicable.

17. The County acknowledges and recognizes that as a result of the shut-downs, less work will be performed and that certain delays and/or reductions in service may result. Work expectations shall be commensurate with the reduced schedule.

18. The parties agree that employees furloughed in 2009 will receive the equivalent of the time on furlough in furlough replacement time. One half of the time will be awarded in 2010 and one half in 2011, unless the County is in an officially declared and Council sanctioned financial emergency. Any unused furlough replacement time will expire at the end of the calendar year in which it was provided.

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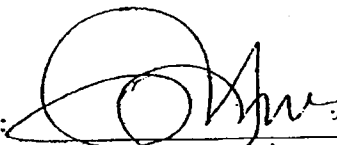
19. The County commits that, with respect to the undersigned parties, these furloughs will avoid additional 2009 layoffs that would otherwise have been necessary. In 2009, however, the County may need to layoff further employees as a result of changed or unforeseen circumstances or seasonal business needs.

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

21. The parties acknowledge that this agreement is subject to approval by the King County Council.

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

APPROVED this 13 day of NOVEMBER, 2008.

By: 
King County Executive

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The signatory organization listed below is signing in regards to the:

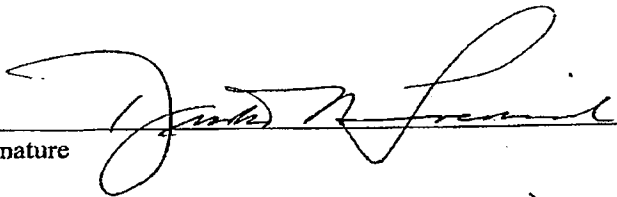
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
MEMBERS OF THE KING COUNTY COALITION OF UNIONS
ADDRESSING THE 2009 BUDGET CRISIS
REGARDING FURLOUGH DAYS

Signatory Organization:

Public Safety Employees Union

Contract:

Non-Commissioned - Departments: Adult & Juvenile Detention,
Community & Human Services, King County Sheriff's Office
[190]


Signature

DUSTIN N. FREDERICK
Print Name

Public Safety Employees Union