

Master Labor Agreement (MLA) - Appendix 39
Agreement Between King County
And
Public Safety Employees Union
Non-Commissioned - Department of Adult & Juvenile Detention
[191]

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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.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

8 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

18 D. assigning and directing the work force;

19 E. developing and modifying class specifications;

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

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

22 H. reducing the work force;

23 I. establishing reasonable work rules;

24 J. assigning the hours of work;

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

27 L. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system
28 is vested exclusively in King County. Implementation of such system may include, but is not limited

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

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

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

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

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

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

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

1 **ARTICLE 4: HOLIDAYS**

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

3

4

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

15

16 **Section 1. Date of Observance:** All holidays shall be observed in accordance with
17 RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour,
18 seven day per week operation shall observe the following four (4) holidays on the specific dates listed
19 below. Examples of the twenty-four hour operations are: Department of Adult and Juvenile
20 Detention Facilities where the employee is assigned to a work unit that operates 7 days per week, 24
21 hours per day. For these specific named holidays, overtime will be paid only on the dates listed
22 below:

23

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

28

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

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

8 **Section 4. Holidays, Eligibility:** Pursuant to Master Labor Agreement, Article 10.

9 **Section 5. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits
10 based upon the ratio of hours actually worked (less overtime) to a standard work year.

11 **Section 6. Holiday Bank Limit:** Employees must use or be paid for all but 48 hours of
12 banked holiday time prior to the last day of the first full pay period in December of each calendar
13 year. Any unused holiday hours in excess of 48 remaining at the end of the first full pay period in
14 December of each calendar year will be cashed out the following pay period.

ARTICLE 5: VACATIONS

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

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

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

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

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

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

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

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

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

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

24 **Section 8. Vacation Leave Cap:** Pursuant to Master Labor Agreement, Article 9.

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

1 retain that vacation period regardless of their seniority within the new shift, squad, or unit to which
2 they are transferred. Employees who are only able to bid for 4 of 5 days during a requested full week
3 off due to leave availability, will be granted the 5th day off.

4 **Section 10. Donated Leaves:** Pursuant to Master Labor Agreement, Article 6.

5 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

23 a. Employees will not be required to provide physician's verification for sick leave
24 absences of less than five (5) consecutive days, unless there is specific concern regarding the validity
25 of an employee's absence or ability to safely return to work.

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

28 c. Employees may be required to provide a physician's verification for any absence of

1 less than five (5) consecutive days if there is a specific concern regarding the validity of an
2 employee's absence or ability to safely return to work.

3 d. Employees will be required to submit a Job Analysis Form prior to returning to
4 work from any absence of five (5) consecutive work days or more for medical reasons.

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

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

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

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

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

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

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

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

10 **Section 12. FMLA/KCFML and Bereavement Leave:** Pursuant to Master Labor
11 Agreement, Article 11 and Article 8.

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

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

20 **ARTICLE 7: WAGE RATES**

21 **Section 1. Rates of Pay:** Wage rates for 2018 shall be as listed in Addendum A, and are
22 pursuant to the Master Labor Agreement and Total Compensation Coalition agreements. Wage rates
23 for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the
24 standard 40-hour workweek.

25 **Section 2. 2019 and 2020 Wages:** General wage increases for 2019 and 2020 are yet to be
26 determined during Total Compensation bargaining in coalition.

27 **Section 3. Work Out of Class:** Pursuant to Master Labor Agreement, Article 37.

28 **Section 4. Lead Worker Pay:** Employees assigned, in writing, by the division director or

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

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

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

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

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

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

23 **A. Translation**

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

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

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

8 **B. Training**

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

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

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

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

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

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

28 c) Supervisors, leads, and those whose primary job duty is training, are

1 not eligible for this premium.

2 **C. Budgetary Savings**

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

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

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

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

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

26 **D. Education**

27 The department will pay to qualified employees a premium equal to thirty to fifty dollars (\$30
28 to \$50) per month premium (see below; converted to hourly figure or per pay period figure), provided

that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation) such premiums will not be paid if the degree constitutes a minimum requirement of the position.

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

This section is subject to the grievance procedure.

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

Section 8. Reinstated Employees:

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

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

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

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

ARTICLE 8: OVERTIME

Section 1. Overtime:

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

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

Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate calculated using all compensated hours, with the exception of sick leave.

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

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

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

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

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

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

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

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

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

21 **A.** A maximum of sixty four (64) straight time hours may be accrued.

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

26 **C.** When an employee requests to use accrued comp time, comp time will be
27 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
28 operational and staffing considerations will apply. When such a request is submitted, it will be

1 granted within a reasonable period of time after such request, unless to do so will “unduly disrupt”
2 the operations of the department.

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

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

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

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

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

21 **Section 9. After Hours Support:** Pursuant to Master Labor Agreement, Article 33.

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

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

1 Adult and Juvenile Detention for such assignments.

2 **ARTICLE 9: HOURS OF WORK**

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

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

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

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

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

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

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

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

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

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

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

21 **ARTICLE 10: INSURED BENEFITS, HRA AND VEBA**

22 Pursuant to Master Labor Agreement, Article 25.

23 **ARTICLE 11: MISCELLANEOUS**

24 **Section 1. Union Leave:** Pursuant to Master Labor Agreement, Article 22.

25 **Section 2. Reimbursement for Personal Transportation:** Pursuant to Master Labor
26 Agreement, Article 24.

27 **Section 3. Access to Premises:** The Employer administration shall afford Union
28 representatives a reasonable amount of time while on on-duty status to consult with appropriate

1 management officials and/or aggrieved employees, provided that the Union representative and/or
2 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
3 to be conducted, request necessary time without undue interference with assignment duties. Time
4 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
5 supervisor. Union representatives shall guard against use of excessive time in handling such
6 responsibilities.

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

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

14 **Section 6. Jury Duty:** Pursuant to Master Labor Agreement, Article 5.

15 **Section 7. Transportation Benefits:** Pursuant to Master Labor Agreement, Article 38.

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.

19 **Section 9. Training:** Pursuant to Master Labor Agreement, Article 36.

20 **Section 10. Safety Gear and Equipment Allowance:** Pursuant to Master Labor Agreement,
21 Article 32.

22 **ARTICLE 12: GRIEVANCE PROCEDURE**

23 Pursuant to Master Labor Agreement, Article 26.

24 **ARTICLE 13: PERSONNEL MATTERS**

25 **Section 1. Discipline and Sunset Clause:** Pursuant to Master Labor Agreement, Article 27.

26 **Section 2.** Letters of Corrective Counseling (LOCC) are not considered discipline. One year
27 after the incident giving rise to the LOCC, said Letter shall be removed from all files and shall not be
28 considered for any reason other than employee notice.

1 **Section 3. Personnel Files:** An employee who wishes to review his/her King County
2 Personnel File may do so upon written request to DAJD HR at a time mutually agreeable to
3 employee, supervisor and DAJD HR. Personnel information will be kept consistent with King
4 County and state rules including but not limited to King County Career Service Rules Chapter 21 and
5 King County code Chapter 2, as well as RCW 40.

6 **Section 4. Supervisor Files:** Performance related notes will not be kept in supervisor files
7 without being shared or discussed with the employee.

8 **Section 5. Probationary Period:** All new, and reinstated career service employees serve a
9 probationary period of up to one (1) year from the date of their appointment. During this period, the
10 employee is evaluated as a part of the final selection process; appointment to a career service position
11 is not considered final unless the employee successfully completes a probationary period. Career
12 service employees who are promoted, or demoted serve a probationary period from the date of their
13 change in status. The Probationary period rules relating to such period are defined by King County
14 Career Service Rules.

15 **ARTICLE 14: USE OF COUNTY BULLETIN BOARDS & ELECTRONIC DEVICES**

16 Pursuant to Master Labor Agreement, Article 23.

17 **ARTICLE 15: NON-DISCRIMINATION**

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

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

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

1 **ARTICLE 16: SAVINGS CLAUSE**

2 Pursuant to Master Labor Agreement, Article 30.

3 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

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

23 **ARTICLE 18: WAIVER CLAUSE**

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

1 not specifically referred to or covered by this Agreement.

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

5 **ARTICLE 19: REDUCTION-IN-FORCE**

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

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

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

1 **ARTICLE 20: DURATION**

2 This Agreement shall be effective from January 1, 2018 after ratification by both parties, and
3 remain effective through December 31, 2020, except where otherwise provided for herein. Written
4 notice of desire to modify this agreement shall be served by either party upon the other at least sixty
5 (60) days prior to the date of expiration, namely October 31, 2020.

6
7
8 APPROVED this 15 day of MARCH, 2018.

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10
11
12 By: Dow Conish

13 King County Executive

14
15
16
17 Public Safety Employees Union:

18
19 Dustin N. Frederick 2/6/18
20 Dustin N. Frederick

cba Code: 191

Addendum A - Wages
Public Safety Employees Union
Non-Commissioned Employees
DEPARTMENT OF ADULT & JUVENILE DETENTION
Effective 1/1/2018

Union Code: H7

| Job Class Code | People Soft Job Code | Classification Title | SQUARED TABLE RANGE | Step 1 for 6 months | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------------|----------------------|--|---------------------|---------------------|------------------|------------------|------------------|------------------|-------------------|------------------|------------------|------------------|-------------------|
| 4201100 | 421219 | Administrative Specialist I | 33 | Range 33, Step 1 | Range 33, Step 2 | Range 33, Step 3 | Range 33, Step 4 | Range 33, Step 5 | Range 33, Step 6 | Range 33, Step 7 | Range 33, Step 8 | Range 33, Step 9 | Range 33, Step 10 |
| 4201200 | 431326 | Administrative Specialist II | 37 | Range 37, Step 1 | Range 37, Step 2 | Range 37, Step 3 | Range 37, Step 4 | Range 37, Step 5 | Range 37, Step 6 | Range 37, Step 7 | Range 37, Step 8 | Range 37, Step 9 | Range 37, Step 10 |
| 4201300 | 421419 | Administrative Specialist III | 41 | Range 41, Step 1 | Range 41, Step 2 | Range 41, Step 3 | Range 41, Step 4 | Range 41, Step 5 | Range 41, Step 6 | Range 41, Step 7 | Range 41, Step 8 | Range 41, Step 9 | Range 41, Step 10 |
| 5215100 | 521503 | Community Corrections Caseworker | 56 | Range 56, Step 1 | Range 56, Step 2 | Range 56, Step 4 | Range 56, Step 6 | Range 56, Step 8 | Range 56, Step 10 | | | | |
| 5218100 | 523002 | Community Work Program Crew Supervisor | 45 | Range 45, Step 1 | Range 45, Step 2 | Range 45, Step 3 | Range 45, Step 4 | Range 45, Step 5 | Range 45, Step 6 | Range 45, Step 7 | Range 45, Step 8 | Range 45, Step 9 | Range 45, Step 10 |
| 5211000 | 521801 | Corrections Technician | 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 |
| 4101100 | 411110 | Fiscal Specialist I | 34 | Range 34, Step 1 | Range 34, Step 2 | Range 34, Step 3 | Range 34, Step 4 | Range 34, Step 5 | Range 34, Step 6 | Range 34, Step 7 | Range 34, Step 8 | Range 34, Step 9 | Range 34, Step 10 |
| 4101200 | 411214 | Fiscal Specialist II | 38 | Range 38, Step 1 | Range 38, Step 2 | Range 38, Step 3 | Range 38, Step 4 | Range 38, Step 5 | Range 38, Step 6 | Range 38, Step 7 | Range 38, Step 8 | Range 38, Step 9 | Range 38, Step 10 |
| 4101300 | 411315 | Fiscal Specialist III | 42 | Range 42, Step 1 | Range 42, Step 2 | Range 42, Step 3 | Range 42, Step 4 | Range 42, Step 5 | Range 42, Step 6 | Range 42, Step 7 | Range 42, Step 8 | Range 42, Step 9 | Range 42, Step 10 |
| 7304100 | 733304 | Functional Analyst I | 54 | Range 54, Step 1 | Range 54, Step 2 | Range 54, Step 3 | Range 54, Step 4 | Range 54, Step 5 | Range 54, Step 6 | Range 54, Step 7 | Range 54, Step 8 | Range 54, Step 9 | Range 54, Step 10 |
| 7304200 | 733406 | Functional Analyst II | 57 | Range 57, Step 1 | Range 57, Step 2 | Range 57, Step 3 | Range 57, Step 4 | Range 57, Step 5 | Range 57, Step 6 | Range 57, Step 7 | Range 57, Step 8 | Range 57, Step 9 | Range 57, Step 10 |
| 7304300 | 733503 | Functional Analyst III | 62 | Range 62, Step 1 | Range 62, Step 2 | Range 62, Step 3 | Range 62, Step 4 | Range 62, Step 5 | Range 62, Step 6 | Range 62, Step 7 | Range 62, Step 8 | Range 62, Step 9 | Range 62, Step 10 |
| 2151100 | 207112 | Payroll Specialist | 44 | Range 44, Step 1 | Range 44, Step 2 | Range 44, Step 3 | Range 44, Step 4 | Range 44, Step 5 | Range 44, Step 6 | Range 44, Step 7 | Range 44, Step 8 | Range 44, Step 9 | Range 44, Step 10 |

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

ADDENDUM B STEP PROGRESSION

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

2. Step Progression: Employees covered by this collective bargaining agreement who start at step 1, shall automatically (consistent with other provisions of this collective bargaining agreement and Addendum A (Wages)) advance from Step 1 to Step 2 upon 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.

ADDENDUM C DEFINITIONS

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

1. Immediate Family:

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

2. Party:

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

3. Human Resources Director:

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

4. Regular Full-Time Position:

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

5. Regular Part-Time Position:

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

6. Temporary Position:

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

ADDENDUM C 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.

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

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

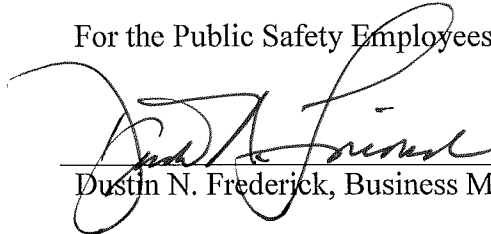
The parties, Dustin Frederick for the Public Safety Employees Union and Deborah Bellam for King County, have met to discuss the implementation of Article 11 of the current Collective Bargaining Agreement. The parties acknowledge that a "wheel" rotation has been developed by the Department of Adult and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

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

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

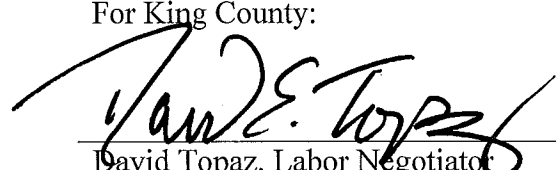
This Memorandum of Agreement shall be in effect January 1, 2016, through December 31, 2016.

For the Public Safety Employees Union:


Dustin N. Frederick, Business Manager

2/6/18
Date

For King County:


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

2/8/18
Date

ADDENDUM E
Memorandum of Agreement
By and Between
King County
and
Public Safety Employees Union
(Representing Non-commissioned Employees in the
Department of Adult and Juvenile Detention)

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

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

Mandatory Overtime

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

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

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

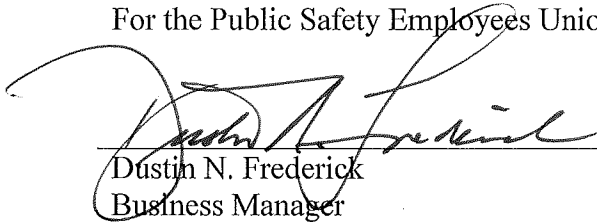
3. Whenever possible, employees shall be relieved from their mandatory overtime shift in the order of reverse mandatory (the last person who was given mandatory overtime shall be the first eligible to be relieved).

Mandatory Overtime before Vacation Period

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

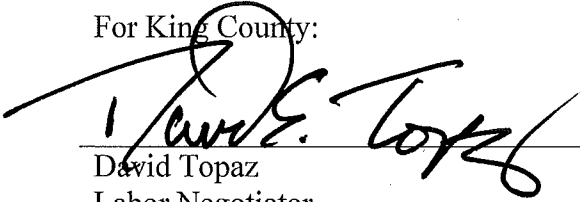
Changes to the procedure outlined above may be made as necessary, after discussion between the parties in Labor Management Committee.

For the Public Safety Employees Union:


Dustin N. Frederick
Business Manager

2/6/18
Date

For King County:


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

2/8/18
Date