

Coalition Labor Agreement (CLA) - Appendix for [330]
Agreement Between King County
And
Public Safety Employees Union
Department of Adult & Juvenile Detention Management (S1)

ARTICLE 1: APPLICATION OF CLA 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1

ARTICLE 3: MANAGEMENT RIGHTS 2

ARTICLE 4: UNION REPRESENTATION..... 3

ARTICLE 5: HOLIDAYS OBSERVANCE 4

ARTICLE 6: LEAVE INCREMENTS AND VACATION USE..... 5

ARTICLE 7: WAGE RATES..... 6

ARTICLE 8: OVERTIME..... 7

ARTICLE 9: HOURS OF WORK 8

ARTICLE 10: MISCELLANEOUS 10

ARTICLE 11: PROBATIONARY PERIOD..... 11

ARTICLE 12: EDUCATION AND TRAINING PROGRAM 12

ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION..... 14

ARTICLE 14: REDUCTION-IN-FORCE 15

ARTICLE 1: APPLICATION OF CLA

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

- A. The Preamble in its entirety.
- B. All CLA superseding provisions.
- C. All non-superseding provisions.

Section 1.2. For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

Bilingual pay pursuant to CLA Article 40.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 2.1. Exclusive Recognition. The King County Council recognizes the Union as representing those employees in the Department of Adult and Juvenile Detention whose job classifications are listed in Article 7, Wage Rates. Provisional employees are not covered by the terms of this Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

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

- a) determine the mission, budget, organization, number of employees, and internal security practices of the Department;
- b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and determine the time and methods of such action;
- c) discipline, suspend, demote, or dismiss employees for just cause except that when a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of CLA Article 26;
- d) assign and direct the work force;
- e) develop and modify class specifications and allocate positions to those classifications;

- f) determine the method, materials, and tools to accomplish the work;
- g) designate duty stations and work sites, and assign employees to those duty stations and work sites;
- h) reduce the work force;
- i) establish reasonable work rules;
- j) assign the hours of work and assign employees to shifts and days off and;
- k) take whatever actions may be necessary to carry out the Department's mission in case of emergency.

In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the County will comply with state law to negotiate or meet and confer, as appropriate.

All of the functions, rights, powers, and authority of the County not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the County.

ARTICLE 4: UNION REPRESENTATION

Section 4.1. Negotiations. No more than one (1) employee who is elected/appointed to serve on the Union negotiating committee will be allowed to negotiate future contracts on County time.

Section 4.2. Union Representatives. The Department shall afford Union representatives a reasonable amount of time while on-duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. The Department shall have the option of requiring time spent on such activities to be recorded by the Union representatives on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

ARTICLE 5: HOLIDAY OBSERVANCE

Section 5.1. Holiday Pay. All employees shall take holidays on the day of observance (as

identified above) unless their work schedule requires otherwise for continuity of services, in which event, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time regular rate or eight (8) hours of leave to be added to their accrued vacation, at the employee's option.

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

Section 5.2. Furlough on Holiday. If a holiday falls on an employee's furlough day, the employee shall be eligible for eight (8) hours of leave to be added to their accrued vacation bank, pro-rated for employees working less than a standard forty (40) hour work week, pursuant to CLA Article 10.

Section 5.3. Leave added to the vacation bank under this Article will be subject to all of the same provisions as accrued vacation contained throughout this Agreement, including maximum accruals.

Section 5.4. Overtime eligible employees who work a shift which begins on a holiday, shall be paid for all regular hours worked at one and one-half (1-1/2) times their base rate of pay in addition to the holiday pay as outlined above.

ARTICLE 6: LEAVE INCREMENTS AND VACATION USE

Section 6.1. Leave Incremental Usage. Vacation and Sick Leave may only be requested for use by FLSA (Fair Labor Standards Act) non-exempt employees in one-half hour increments and approved at the discretion of the Department director or designee. Vacation and Sick Leave shall only be requested for use by exempt employees in full day increments and approved at the discretion of the Department director or designee.

Section 6.2. Vacation Preference. When two bargaining unit employees, in the same or different classifications, have requested vacation during the same period; and operational needs require that only one bargaining unit employee can be off at one time, the bargaining unit employee

with the most bargaining unit seniority will be given preference: provided; the vacation request by the senior bargaining unit employee has been submitted at least six (6) months prior to the requested vacation dates. If the request has been submitted less than six (6) months in advance it will be approved on a first come, first served basis.

Section 6.3. No Conversion of Leave. Approved vacation time may not later be converted to compensatory time off.

ARTICLE 7: WAGE RATES

Section 7.1. Rates of Pay. Wage rates are as listed below. Ranges refer to rates on the King County Squared Table. Wage rates for regular part-time employees shall be based upon the hours actually worked.

Job Class Code	Peoplesoft Job Code	Classification Title	Range
2810300	281419	Administrator III	63
5222100	520302	Corrections Program Supervisor	63
2441400	243410	Project/Program Manager IV (Records Manager only)	68
8700100	871102	Supervisor I	58
8700200	871202	Supervisor II	64

Section 7.2. Step Increases. Upon successful completion of probation following an employee's starting date in a classification covered under this Agreement, the employee shall receive a one-step increase provided the employee was hired at the first step of the base range assigned to the classification. If the employee was hired above the first step of the base range of the classification, the post probation step shall be at the discretion of management. Thereafter, each subsequent step increase will be effective on January 1 of each year provided that the employee is no longer in a probationary status as of September 30th of the previous year. A probationary employee who has not successfully completed probation by September 30 will not be eligible for an annual step increase on January 1. Term-Limited Temporary (TLT) employees are eligible for step increases on each anniversary of their hiring date. Short Term Temporary (STT) employees are not eligible for step

1 increases.

2 Section 7.3 **Trainer pay.** Employees who are assigned in writing to train another employee, or group
3 of employees, will receive a 5% premium under the following circumstances, and is only paid for actual time
4 spent training. Leads are not eligible for training pay. Time spent training an employee, or group of
5 employees, must be pre-authorized in writing and involve active instruction. Training pay will not be offered
6 for any other types of employees or peer-to-peer instruction or orienting of new employees which is not
7 assigned and pre-authorized in writing.

8 9 **ARTICLE 8: OVERTIME**

10 Section 8.1. **Overtime.** FLSA non-exempt employees shall be compensated at the
11 contractual overtime rate for work after forty (40) hours compensated hours per FLSA workweek, or
12 for consecutive hours worked in excessive of their regular scheduled work day of at least eight (8)
13 hours. The contractual overtime rate shall be one and one-half times the employee's hourly base rate
14 of pay (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate
15 of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to
16 the FLSA. No overtime shall be worked unless the employee has received prior approval from their
17 supervisor to work the necessary overtime hours.

18 Section 8.2. **Compensatory Time.** The employee will be allowed to elect to receive either
19 compensatory time or to be paid at the appropriate rate of pay. Employees may accrue up to 80
20 hours of compensatory time. Employees may continue to accrue additional compensatory time
21 beyond the 80 hours specified herein if, as a result of cyclical workloads or work assignments that the
22 taking of compensatory time would result in an undue hardship for the Employer, the employee is
23 unable to take accrued compensatory time. Employees must obtain a waiver from the Director of the
24 Department of Adult and Juvenile Detention to be able to accrue compensatory time beyond the 80
25 hour limit. If a waiver is denied, the use of accrued compensatory time shall be granted.
26 Compensatory time must be used during the calendar year in which it is accrued unless it is not
27 feasible due to work demands. The employee may then request, and the department director may
28 approve, the carryover of a maximum of 40 hours of accrued compensatory time. Compensatory

time that is not approved for carryover will be cashed out for each calendar year in the pay period that includes December 31st. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

Section 8.3. **Executive leave.** In recognition of the nature of the work of employees covered under this Agreement, FLSA exempt employees shall be eligible for up to 10 Executive Leave days per calendar year, in accordance with King County policy (Executive Policy 8-1-2) as amended at the Director's discretion. This leave will be available for employee's use at the start of the next calendar year and must be used within that year.

ARTICLE 9: HOURS OF WORK

Section 9.1. **Hours of Work.** The regular schedule of work of bargaining unit employees shall be forty (40) hours per week, with five (5) consecutive eight (8) hour work days and (2) consecutive furlough days, unless otherwise approved. The County's FLSA workweek shall begin at 12:00 a.m. on Saturday of each week and continue for a total of seven (7) consecutive days through 11:59 p.m. the following Friday.

Section 9.2. **Assignment of Work Schedules.** The establishment of reasonable work schedules (days of work, hours of work, and/or work locations) is vested solely within the purview of Department management and may be changed from time to time provided a two (2) week notice of change is given, except in cases of emergency, or circumstances over which the Department cannot exercise control. PROVIDED: the required two (2) week notification period shall not commence until the employee has received the verbal or written notification of the proposed change. In the exercise of this prerogative, Department management will act reasonably and will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts. Employees schedules will allow for a minimum of two (2) consecutive days off.

Section 9.3. **Alternative Work Schedules.** With management approval, work schedules may be altered upon written request of the employee. If such written request is denied by management, the employee may request to meet with management to discuss the reasons for the denial. Management's decision to deny a change in work schedule shall not be grievable under the

grievance procedure set forth in this Agreement.

Section 9.4. Job-Sharing. If two bargaining unit employees in the same job classification wish to share one full-time position, they shall submit such a request to the Facility Commander, who shall transmit the request to the Department Director. The Department Director shall have sixty (60) days from the date they receive the request to review the request and either approve or deny the request for job-sharing. Employees who share one full-time position shall receive pro-rata, on the basis of hours worked, benefits, except medical, dental, and insurance benefits shall be granted on the same basis as other half-time County employees. In the event that one of the job-sharing employees terminates their employment (either voluntarily or involuntarily), the job-sharing arrangement shall cease, and the remaining employee reverts to full-time. The provisions of this Section shall be exempt from the grievance procedure set forth in CLA Article 26.

Section 9.5. Correction Program Supervisors. The work day of the Correction Program Supervisors shall include a one-half (1/2) hour paid lunch. During this paid lunch the Correction Program Supervisors shall be available for work. For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.

ARTICLE 10: MISCELLANEOUS

Section 10.1. Employee Personnel Files. Any/all employee files, except the “background” file, shall be available for review upon request during normal business hours. No information will be placed in these files without the employee’s prior knowledge.

Section 10.2. Travel Between Facilities. Any employee stationed at one jail facility and having to travel to another jail facility during their work shift will be provided a County car for the trip, access to an employees’ transfer bus, or will be paid at the King County mileage rate then in effect. The method of transportation used by the employee will be at the option of the County.

Section 10.3. Parking Procedures. If changes are made to King County parking procedures

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

Section 10.4. Bargaining Unit Vacancies and Transfer Opportunities. Prior to filling a vacancy in a bargaining unit position, employees in the same classification as the vacancy will be given an opportunity to submit transfer requests for the vacant position. Selection of the successful applicant will include seniority in classification as a factor in consideration. Employees who have successfully transferred shall be prohibited from future transfers for a two (2) year period. If no bargaining unit employee submits a transfer request for a vacant position, applications may be solicited from non-bargaining unit employees at the discretion of management. Nothing in this section shall modify management's right to make changes in assignment to address departmental operating need.

Section 10.5 Meal Services. The County reserves the right to end meal services in its detention facilities for all employees at any time. Should the County end the provision of meal service, it will notify the Union and bargain the impacts of the change.

ARTICLE 11: PROBATIONARY PERIOD

All newly hired, reinstated, and promoted employees must serve a six month probationary period, which may be extended at the County's discretion for up to twelve months. If a probationary period is to be extended, written notice of the extension must be given to the employee and should be provided prior to the end of the probationary period.. Probationary employees are at-will. The probationary period is an extension of the hiring process, therefore, the provisions of the CLA Article 26 and 27 (Grievance Procedure and Discipline and Sunset Clause), will not apply to employees if they are discharged or demoted during their probationary period. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with Coalition Labor Agreement, Article 26.

ARTICLE 12: EDUCATION AND TRAINING PROGRAM

Section 12.1. General. The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 12.2. Training Opportunities. Notice of special schools and general training opportunities will be posted and all interested personnel will be allowed to apply for these opportunities prior to any final selection. In addition, the Department will continue its practice of sending notices of specialized training opportunities to applicable personnel.

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

Section 12.3. Tuition Reimbursement. The County agrees to reimburse employees for the cost of tuition and books at an accredited institution for pre-approved degree work for any and all (e.g., Associate, Bachelor's, Master's, PhD) degrees in criminal justice, public administration, or a relevant field as determined by the County. The criteria to determine whether a degree program is relevant shall be whether or not the program has a direct relationship to the employee's work and provides a corresponding benefit to the Department. The degree work will be reimbursed provided the employee receives a grade of "C" or better, or a passing grade if taken as pass/fail. These reimbursements shall be subject to the following conditions:

- The employee must have been employed by the Department for at least one full year prior to the reimbursement request, and must remain with the Department for a minimum of two years following receipt of reimbursement. Employees who do not remain with the Department for the two years following receipt of reimbursement will be required to return the reimbursement received, which may be accomplished by the County by deducting from final paychecks and/or accrued leave cash outs. Any remaining balance will be due by the employee to the County at the time of separation.
- The individual must be pre-approved for the specific degree program and will only be reimbursed for necessary coursework or credits that are taken after approval.
- All requests for pre-approval shall be submitted to the Director or designee with

copies to the Division Director or designee and Finance.

- Employees partially through a program may submit for pre-approval but shall only be reimbursed for any remaining necessary coursework or credits.

- All pre-approval requests must be submitted at least thirty (30) calendar days before the start of any coursework subject to reimbursement.

- Reimbursement shall be limited to \$5,250 per calendar year, which is currently the IRS annual cap for non-taxable employer provided education. Should the IRS reduce the annual cap for non-taxable employer provided education, the allowable reimbursement amount shall be reduced accordingly. Requests for reimbursement must be submitted no later than thirty (30) calendar days after the employee's completion of the qualifying courses.

ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 13.1. No Work Stoppage. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to performed assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or refusal to perform any customarily assigned duties, or any other form of work stoppage or interference with the normal operation of the jail.

Section 13.2. Union Responsibility. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such employee to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

Section 13.3. The Employer agrees that there shall be no lock-out during the term of this Agreement.

ARTICLE 14: REDUCTION-IN-FORCE

Section 14.1. Order of Layoff. Employees laid off as a result of a reduction in force shall be laid off according to seniority within the classification; the least time within the classification being

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

Section 14.2. Reversion to Previously Held Positions (Bumping Rights). In lieu of layoff, a regular or probationary employee may on the basis of classification seniority, bump the least senior employee in any lower level position (within the department and bargaining unit) formerly held by the employee designated for layoff, provided that the employee exercising their right to bump has more seniority in the classification than the employee who is being bumped.

Section 14.3. Seniority of Corrections Program Administrators. Employees in the Corrections Program Supervisor classification who are promoted to the Corrections Program Administrator classification will continue to accrue seniority in the Corrections Program Supervisor classification while serving in the Corrections Program Administrator classification. Such employees will accrue seniority in each classification simultaneously. This provision shall apply to current Corrections Program Administrators who previously served as Corrections Program Supervisors, retroactively to the date of their promotion to Corrections Program Administrator.

Section 14.4. Reassignment by Director of Department of Human Resources (DHR). In lieu of layoff, or if an employee eligible to revert to a previously-held position pursuant to this Article elects not to revert, the Director of DHR may reassign such employee to a comparable, vacant position, when the Director of DHR determines such reassignment to be in the best interest of the County.

Section 14.5. Recall from Layoff. The names of laid off employees will be placed on a re-employment list in reverse order of the actual layoff. Such list shall remain in effect for a period of two years or until all laid off employees are rehired with the County, whichever comes first.

Section 14.6. Meet and Confer on Reductions-In-Force. Whenever feasible, at least thirty (30) calendar days prior to any proposed reduction in force of any bargaining unit position, the County will meet with the Union. The purpose of the meeting will be to explore options to the

reduction in force that may be achieved through job sharing, leaves of absence, other Department assignments, or such other options that the County and the Union may propose.

For Public Safety Employees Union:

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