



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

June 25, 2012

Ordinance 17359

Proposed No. 2012-0193.1

Sponsors Ferguson, Phillips and Lambert

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Washington State Council of County and City
4 Employees, Council 2, Local 21AD representing
5 employees in the department of adult and juvenile
6 detention; and establishing the effective date of said
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

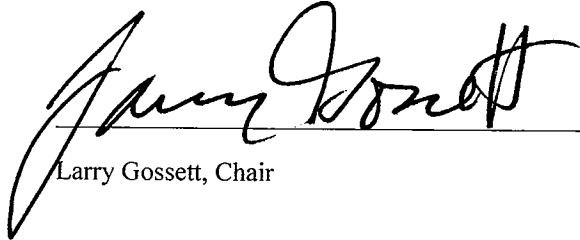
9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and Washington State Council of County and City Employees, Council 2,
11 Local 21AD representing employees in the department of adult and juvenile detention
12 and attached hereto is hereby approved and adopted by this reference made a part hereof.

13 SECTION 2. Terms and conditions of said agreement shall be effective from
14 January 1, 2011, through and including December 31, 2014.
15


Ordinance 17359 was introduced on 5/29/2012 and passed by the Metropolitan King
County Council on 6/25/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson,
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

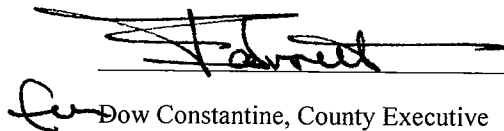

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of July, 2012.



Dow Constantine, County Executive

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KING COUNTY COUNCIL

Attachments: A. Agreement

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AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21-AD
AND KING COUNTY

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**AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21-AD
AND KING COUNTY**

ARTICLE 1: POLICY AND PURPOSE

Section 1. Policy. These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County and Washington State Council of County and City Employees, Council 2, Local 21AD (the Union) subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

Section 2. 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 in writing the negotiated wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided, the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement they are intended to apply equally to either gender. The Employer and the Union further agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap or disability in administering and enforcing the provisions of this Agreement. Alleged violations of this section may be the subject of a grievance filed up to and including Step 3 of the grievance procedure set forth in Article 11 of this Agreement. Under no circumstances shall grievances alleging solely a violation of this provision be subject to the arbitration clause of Article 11.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1. Membership.** The Employer recognizes the Union as the exclusive bargaining
3 representative for all regular full-time and regular part-time bargaining unit members of the Court
4 Services and Inmate Management Services sections within the Department of Adult and Juvenile
5 Detention.

6 Extra-help (temporary) employees shall be defined as all employees, other than regular full-
7 time and regular part-time employees, doing bargaining unit work. Extra-help (temporary)
8 employees are persons who have been employed for a portion of or throughout the calendar year
9 whose purpose is to cover seasonal peaks work loads, emergency work loads of limited duration,
10 necessary sick leave, vacation relief, parental leave, special projects, replacing an injured worker, or
11 while a regular position is being filled. Extra-help (temporary) employees are supplementary to the
12 regular work force and shall not be used to supplant regular employees or undermine the integrity of
13 the master schedule.

14 **Section 2. Dues Deductions.** Upon receipt of written authorization individually signed by a
15 bargaining unit member, the County will have deducted from the pay of such member the amount of
16 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the
17 Union. The Union will indemnify, defend, and hold the County harmless against any claims made
18 and against any instituted against the County on account of any check-off of dues for the Union. The
19 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
20 provision upon presentation of proper evidence thereof.

21 **Section 3. Agency Shop.** It shall be a condition of employment that all employees covered
22 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on
23 the thirtieth (30th) day following the beginning of such employment, become and remain members in
24 good standing in the Union or pay an agency fee to the extent allowable by law. However, nothing
25 contained in this section shall require an employee who holds bona fide religious beliefs that prohibit
26 the payment of dues to union organizations to join the Union. The employee who holds such bona
27 fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-
28 religious charity or to another charitable organization mutually agreed upon by the employee

1 affected and the bargaining representative to which the employee would otherwise pay the dues. If
 2 the employee and the bargaining representative are not able to agree upon a charitable organization,
 3 they shall resolve the issue through the Public Employment Relations Commission. The employee
 4 shall furnish written proof that such payments have been made.

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

9 **Section 5. Exclusive Negotiations.** The Employer will not negotiate or handle grievances
 10 with any employee organization other than the Union with reference to terms and conditions of
 11 employment of the recognized bargaining unit members. When individuals or organizations other
 12 than the Union request negotiations or handling of grievances, they will be advised by the Employer
 13 to transmit their request to the Union. Similarly, the Union will advise any individuals or
 14 organizations seeking to negotiate or handle grievances that the Union is the exclusive representative
 15 of bargaining unit members in the Union and will be the only agency to approach the Employer on
 16 these matters.

17 **Section 6. No Work Stoppages.** The employer and the Union agree that the public interest
 18 requires efficient and uninterrupted performance of all County services and, to this end, pledge their
 19 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall
 20 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
 21 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
 22 County functions by employees under this Agreement and, should same occur, the Union agrees to
 23 take appropriate steps to end such interference. Any concerted action by any employees in the
 24 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

25 **Section 7. Responsibility of the Union.** Upon notification in writing by the County to the
 26 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in
 27 writing, order such members to immediately cease engaging in such work stoppage, and provide the
 28 County with a copy of such order. In addition, if requested by the County, a responsible official of

1 the Union shall publicly order such bargaining unit member to cease engaging in such a work
2 stoppage.

3 **Section 8. Penalties for Work Stoppage.** Any employee who commits any act prohibited in
4 this Article shall be considered absent without authorized leave and shall be considered to have
5 resigned.

6 **ARTICLE 3: EMPLOYEE RIGHTS**

7 **Section 1. Disciplinary Action.** Employees who have completed their probationary period
8 shall not be disciplined or discharged except for just cause. When the County proposes disciplinary
9 action in response to a charge or complaint, the employee shall be apprised of the allegations. If the
10 County imposes disciplinary action against an employee for any reason, the employee and the Union
11 shall be notified in writing and shall be apprised of the right to grieve the imposed action as provided
12 in Article 11 of this Agreement.

13 **Section 2. File Review by Member.** Any bargaining unit member shall have the right to
14 examine his/her own departmental personnel files. Reasonable requests for copies of material
15 contained in personnel files will be honored. The parties recognize that it may become necessary to
16 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,
17 at the rate established by County Council ordinance.

18 **Section 3. File Review by the Union.** With written permission from the employee, the
19 Union representatives shall have the right to examine the bargaining unit member's departmental
20 personnel file.

21 **Section 4. No Secret Files.** There shall be no secret files on any bargaining unit member.
22 Material placed into the employee's departmental personnel file relating to job performance or
23 personal character shall be brought to his/her attention prior to placement in the file. The employee
24 may challenge the inclusion of any document placed in the file as provided in Article 11 of this
25 Agreement.

26 **Section 5.** At the employee's request, materials relating to corrective counseling will be
27 removed from the employee's file after a twelve (12) month period unless another act of misconduct
28 has been committed during the twelve (12) month period.

1 **Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or
2 damage to essential personal property, other than damage or loss to their vehicle or property
3 contained in their vehicle, while on duty shall have same repaired or replaced at County expense,
4 provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork
5 necessary to process claims covered under this section will be processed by the County with due
6 speed upon receipt of the claim from the employee.

7 **Section 7. Bulletin Boards.** The Employer agrees to permit the Union to post on County
8 bulletin boards the announcement of meetings, election of officers, and any other material relating to
9 Union activities so long as that material does not support or oppose political candidates or political
10 issues.

11 **Section 8. Classifications.** The County will advise the Union in writing and in advance
12 about the creation of any new or reclassified position within the bargaining unit. Such notification
13 will include a list of duties and responsibilities, along with a statement about the desirable
14 qualifications. The County and the Union will review and attempt to reach a mutual agreement in
15 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
16 positions. Should the parties fail to reach a mutual agreement, the matter will be referred to the
17 Public Employment Relations Commission for unit clarification. In the event that the County wishes
18 to fill the position pending the unit/clarification decision, the promotional procedures contained in
19 Article 13 shall apply.

20 **Section 9.** No employee shall be directed to work in a manner or condition that does not
21 comply with State or Federal Law.

22 **Section 10.** For purposes of this Agreement, except for computation of sick leave and
23 vacation, seniority shall be defined as length of continuous service within a classification without a
24 break in that service. For purposes of sick leave and vacation accrual, seniority begins at the date of
25 hire into the County. When a bargaining unit member is assigned to a temporary assignment, his/her
26 seniority shall continue to accrue within the bargaining unit.

27 **Section 11.** Newly hired regular full-time and regular part-time employees shall serve a
28 twelve (12) calendar month probationary period. Regular full-time and regular part-time employees

1 who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention
2 (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve
3 a six (6) calendar month probationary period. The probationary period is an extension of the hiring
4 process. Termination during this period is not grievable.

5 **Section 12.** King County agrees to provide all regular full-time and regular part-time
6 employees transit passes during the term of this Agreement.

7 **ARTICLE 4: MANAGEMENT RIGHTS**

8 **Section 1.** It is recognized that the Employer retains the right, except as otherwise provided
9 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
10 the Employer include, but are not limited to:

- 11 a. recruit, examine, select, promote, transfer, evaluate and train Employees of its
- 12 choosing, and to determine the times and methods of such actions;
- 13 b. assign and direct the work; assign overtime, utilizing the procedures agreed to
- 14 under the provision of Article 14; develop and modify classification specifications as well as
- 15 assignment for the salary range for each classification and allocate positions to those classifications;
- 16 determine the methods, materials and tools to accomplish the work; designate duty stations and
- 17 assign Employees to those duty stations;
- 18 c. reduce the work force due to lack of work, funding or other cause consistent with
- 19 efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or
- 20 dismiss Employees for just cause;
- 21 d. establish reasonable work rules; assign the hours of work and assign Employees to
- 22 shifts and days off in accordance with procedures set forth in the master schedule established by this
- 23 Agreement. (Article 12. Section 1.); and
- 24 e. Discharge probationary employees during the term of their probation.

25 **Section 2.** All of the functions, rights, powers and authority of the Employer not specifically
26 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by
27 the Employer.

28 **Section 3.** Management may take whatever action necessary to implement biweekly pay.

ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN

The Employer will provide a medical, dental, and life insurance plan for all regular employees, and agrees to maintain such plans in effect and incorporate any changes recommended by the Labor Management Insurance Committee for the duration of this Agreement.

ARTICLE 6: HOLIDAYS

Section 1. All regular full-time and regular part-time employees shall be entitled to, and compensated for, the following holidays (of up to eight hours), on the King County day of observance:

- a. New Year's Day
- b. Martin Luther King Jr.'s Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- i. The Day After Thanksgiving
- j. Christmas Day

k. Each regular full-time employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be accrued on the first day of October and one day shall be accrued on the first of November each year. Regular part-time employees shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

Holidays shall be observed in accordance with RCW 1.16.050, as amended.

Section 2. Holiday Pay. All employees shall take holidays on the King County official day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall either be paid for it, or the day shall be administered through the vacation plan, and shall be scheduled like any other vacation day, as provided for in Article 7 of this Agreement.

Section 3. Employees who work on the designated holiday shall be paid at one-and-one half

(1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be administered like a vacation day, as provided for in Section 2 of this Article.

Section 4. Regular part-time employees shall receive pro-rated holiday benefits in the same manner as outlined in this Article.

Section 5. An employee's scheduled work day which spans two (2) calendar days shall be considered to have occurred on the calendar day it commences.

ARTICLE 7: VACATION LEAVE

Section 1. All eligible regular full-time and regular part-time employees shall accrue vacation benefits for each hour in regular pay status exclusive of overtime according to the following table:

Length of Service	Annual Leave in Days Accrued per Year of Service
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

1 **Section 2.** Regular full-time employees shall accrue vacation leave benefits per pay period
2 for each hour in pay status exclusive of overtime. Employees shall be eligible to take or be paid for
3 vacation leave benefits after the completion of six (6) months of successful service. This section does
4 not limit an employee's ability to use accrued vacation leave for a qualifying event under the
5 Washington State Family Care Act.

6 **Section 3.** No employee shall work for compensation for the County in any capacity during
7 the time that the employee is on vacation.

8 **Section 4.** Vacation may be used in one-half hour increments, at the discretion of the
9 Department Director or Division Manager.

10 **Section 5.** Upon termination for any reason, an employee shall be paid for unused vacation
11 up to the maximum allowed accumulation.

12 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be
13 made to the employee's estate or, in applicable cases, as provided for by state law.

14 **Section 7.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time
15 regular employees who are employed at least half-time and receive vacation and sick leave may
16 accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week.

17 Employees may accrue additional vacation beyond the maximum specified herein when, as a
18 result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees
19 shall use or forfeit the excess accrual prior to December 31 of the year in which the excess was
20 accrued.

21 **Section 8. Regular Part-time Employees.** Employees whose employment status is regular
22 part-time shall receive vacation leave benefits in accordance with the provision of this Article;
23 however, such benefit shall be prorated based on the number of hours the employee is regularly
24 scheduled to work.

25 **Section 9.** If an employee resigns from County employment in good standing or is laid off
26 and subsequently returns to County employment within two years from such resignation or lay off, as
27 applicable, the employee's prior County service shall be counted in determining the vacation leave
28 accrual rate under this article.

1 **Section 10. Leave for Organ Donors.** The department shall allow employees eligible for
2 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
3 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
4 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
5 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;
6 provided that the employee shall:

7 1. Give the department reasonable advance notice of the need to take time off from
8 work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury, pain
9 or the eventual death of the identified recipient is foreseeable.

10 2. Provide written proof from an accredited medical institution, organization or
11 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
12 or to participate in any other medical procedure where the participation of the donor is unique or
13 critical to a successful outcome.

14 **Section 11. Vacation Scheduling.** Vacation preference requests for the period beginning
15 March 1st and ending with the final day of February of the following calendar year, must be received
16 no later than the February 1st preceding the twelve (12) month period during which the vacation is
17 being requested in order to receive scheduling preference. Vacation preference requests shall be
18 granted based upon seniority within job classification, within each facility, provided that essential
19 facility operations are properly staffed at all times. Employees shall be advised by March 1st
20 regarding approval or disapproval of their requests.

21 Vacation requests received after February 1st shall be considered based on the date of request;
22 in the event two or more leave requests are submitted on the same date, seniority within job
23 classification within facility shall be the determining factor.

24 Employees who have pre-approved leave time and who subsequently transfer to another job
25 classification within the bargaining unit, or whose schedule or facility changes, shall be allowed to
26 retain that pre-approved vacation period regardless of their seniority within the shift, facility, or job
27 class to which they transfer, provided that essential facility operations are properly staffed at all
28 times.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 1.** Every eligible regular full-time and regular part-time employee shall accrue sick
3 leave benefits at the hourly rate of 0.04616 for each hour in pay status exclusive of overtime or
4 compensatory time up to a maximum of eight (8) hours per month. The employee is not entitled to
5 sick leave if not previously earned. Regular part-time employees shall receive sick leave benefits in
6 accordance with the provisions of this Article; however, such benefit shall be prorated based on the
7 number of hours the employee is regularly scheduled to work.

8 **Section 2.** After the first six months of regular service, a regular employee may, at the
9 division manager's discretion or if the Family Care Act requires it, be permitted to use any accrued
10 vacation as an essential extension of used sick leave.

11 **Section 3.** Management is responsible for the proper administration of this benefit. A
12 doctor's certificate verifying illness or inability to work may be required of an employee for any sick
13 leave used. Where an employee requests the use of family leave, management may require the
14 employee to submit the doctor's certificate verifying the need for the employee's attendance. In each
15 case of absence due to illness or injury, it shall be the responsibility of the employee to notify the
16 employee's supervisor of the absence and the anticipated duration of the absence. Except in
17 emergency situations or as otherwise required by law, failure to notify the supervisor of an absence
18 prior to the commencement of the employee's shift shall be grounds for disciplinary action. This
19 section does not limit any leave for a qualifying event under the Washington State Family Care Act.

20 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

21 **Section 5.** Separation from County employment, except by retirement, termination for
22 nondisciplinary medical reasons, or reason by layoff due to lack of work, funds, or efficiency reasons,
23 shall cancel all sick leave currently accrued to the employee. Should the employee resign in good
24 standing, terminate for nondisciplinary medical reasons, or be laid off, and return to County
25 employment within two years, accrued sick leave shall be restored.

26 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
27 least five (5) years of County service and who retire as a result of length of service or who terminate
28 by reason of death shall be paid, or the estates be paid or as provided for by RCW Title 11, as

1 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
 2 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
 3 mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary
 4 Association (VEBA), this cash out shall be subject to those provisions.

5 **Section 7.** Accrued sick leave may be used for the following reasons:

- 6 • The employee's bona fide illness; but an employee who suffers an occupational
 7 illness may not simultaneously collect sick leave and worker's compensation benefits in a total
 8 amount greater than the net regular pay of the employee;
- 9 • The employee's incapacitating injury, but:
 - 10 ▪ an employee injured on the job may not simultaneously collect sick leave
 11 and worker's compensation benefits in a total amount greater than the net regular pay of the
 12 employee;
 - 13 ▪ an employee who chooses not to augment his/her worker's compensation
 14 time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;
 - 15 ▪ an employee who chooses to augment worker's compensation payments with
 16 the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning
 17 of the leave;
 - 18 ▪ An employee may not collect sick leave and worker's compensation for
 19 physical incapacity due to any injury or occupational illness that is directly traceable to employment
 20 other than with the County.
- 21 • The employee's exposure to contagious disease and resulting quarantine;
- 22 • A female employee's temporary disability caused by or contributed to by pregnancy
 23 and childbirth.
- 24 • The employee's medical or dental appointments, provided that the employee's
 25 appointing authority has approved the use of sick leave for such appointments;
- 26 • To care for the employee's child if the child has an illness or health condition that
 27 requires treatment or supervision by the employee;
- 28 • To care for other family members if:

1 ▪ the employee has been employed by the county for twelve months or more
2 and has worked a minimum of one thousand, forty hours in the preceding twelve months;

3 ▪ the family member is the employee's spouse or domestic partner, the
4 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
5 parent of the employee's spouse or domestic partner; and

6 ▪ the reason for the leave is one of the following:

7 (1) the birth of a son or daughter and care of the newborn child, or
8 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve
9 months of the birth, adoption, or placement;

10 (2) to care for the employee's child, or child of the employee's spouse
11 or domestic partner whose illness or health condition requires treatment or supervision by the
12 employee; or

13 (3) Care of a family member who suffers from a serious health
14 condition.

15 **Section 8.** Employees shall be entitled to family medical leave, as provided by the federal
16 Family Medical Leave Act, the King County Family Medical Leave ordinance and any Federal or
17 Washington state laws that provide for family medical leave. These laws and ordinances shall
18 control in the event of a conflict with this section.

19 Under King County Family Medical Leave, an employee may take a total of up to eighteen
20 weeks of unpaid leave for his/her own serious health condition (as defined by the King County
21 Personnel Guidelines), and for family reasons as provided for in Section 7 above, within a twelve
22 month period. The leave may be continuous (which is consecutive days or weeks), or intermittent
23 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following
24 conditions:

25 ▪ when leave is taken after the birth or placement of a child by adoption or foster care,
26 an employee may take leave intermittently or on a reduced leave schedule only if authorized by the
27 employee's appointing authority;

28 ▪ an employee may take leave intermittently or on a reduced schedule when

1 medically necessary due to a serious health condition of the employee or family member of the
 2 employee. If this leave is foreseeable based on planned medical treatment, the Department Director
 3 or his/her designee may require the employee to transfer temporarily to an available alternate position
 4 for which the employee is qualified and that has equivalent pay and benefits and that better
 5 accommodates recurring periods of leave than the employee's regular position.

6 Use of donated leave shall run concurrently with the eighteen work week family medical
 7 leave entitlement. The County shall continue its contribution toward health care benefits during any
 8 unpaid leave taken under this section. An employee, who returns from unpaid family or medical
 9 leave within the time provided for in this Article, is entitled (subject to bona fide layoff provisions)
 10 to:

- 11 • the same position she/he held when the leave commenced; or
- 12 • a position with equivalent status, benefits, pay and other terms and conditions of
 13 employment; and
- 14 • the same seniority accrued before the date on which the leave commenced.

15 Failure to return by the expiration date of the leave of absence may be cause for removal, and
 16 may result in termination of the employee from County service.

17 **Section 9.** In January of each calendar year, employee sick leave usage will be reviewed.
 18 Regular full-time and regular part-time employees who have used two (2) or less days of sick leave
 19 during the entire preceding calendar year shall be rewarded by having two (2) additional days
 20 credited to their vacation account. Employees who have used more than two (2) but less than four (4)
 21 sick leave days shall have one (1) additional day credited to their vacation account. The additional
 22 vacation credits specified herein shall not affect sick leave amounts.

23 **Section 10. Donation of Vacation and Sick Leave Hours.**

24 **A. Vacation leave hours.**

25 1. Any full-time regular employee or part-time regular employee, who is
 26 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
 27 accrued vacation leave to a full-time regular employee or part-time regular employee who is
 28 employed at least half-time and receives vacation and sick leave. Such donation will occur upon

1 written request to and approval of the donating and receiving employees' department director(s),
2 except that requests for vacation donation made for the purposes of supplementing the sick leave
3 benefits of the receiving employee shall not be denied unless approval would result in a departmental
4 hardship for the receiving department.

5 2. The number of hours donated shall not exceed the donor's accrued vacation
6 credits as of the date of the request. No donation of vacation hours shall be permitted where it would
7 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

8 3. Donated vacation leave hours must be used within ninety (90) calendar days
9 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
10 the receiving employee shall revert to the donating employee. Donated vacation leave hours shall be
11 excluded from vacation leave payoff provisions contained in this Agreement. For purposes of this
12 section, the first hours used by an employee shall be accrued vacation leave hours.

13 **B. Sick leave hours.**

14 1. Any full-time regular employee or part-time regular employee who is
15 employed at least half-time and received vacation and sick leave may donate a portion of his or her
16 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at
17 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving
18 employees' department director(s).

19 2. No donation shall be permitted unless the donating employee's sick leave
20 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
21 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
22 year.

23 3. Donated sick leave hours must be used within ninety (90) calendar days.
24 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
25 revert to the donating employee. Donated sick leave hours shall be excluded from the sick leave
26 payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this
27 Agreement. For purposes of this section, the first hours used by an employee shall be accrued sick
28 leave hours.

1 C. All donations of vacation and sick leave made under this Agreement are strictly
 2 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
 3 compensation or benefits in exchange for donating vacation or sick leave hours.

4 D. All vacation and sick leave hours donated shall be converted to a dollar value
 5 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
 6 divided by the receiving employee's hourly rate to determine the actual number of hours received.
 7 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
 8 hourly rate at the time of reconversion.

9 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

10 **Section 1. Bereavement Leave.** Regular full-time and regular part-time employees shall be
 11 entitled to three (3) working days (to equal the hours in each employee's regularly scheduled shift) of
 12 bereavement leave per year due the death of a member of the employee's immediate family. Eligible
 13 employees who have exhausted their bereavement leave shall be entitled to use sick leave in the
 14 amount of three (3) days for each instance when death occurs to a member of the employee's
 15 immediate family. For purposes of this section, immediate family is defined as the employee's
 16 spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner,
 17 and the child, parent, sibling, grandparent or grandchild of a spouse or domestic partner.

18 **Section 2. Union Business Leave.** Authorized Union representatives shall be allowed up to
 19 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate
 20 Union business. The Union shall inform the employer of the names of authorized representatives.
 21 Prior to using any of the above-designated time, or leave bank time, employees will submit written
 22 requests to their supervisor for prior approval. The release of Union representatives for Union
 23 Business leave shall not be unreasonably denied. The Union shall provide the Department with as
 24 much notice as possible of the need for such leave. Any excess usage over ten (10) hours in a one (1)
 25 month period shall be subtracted from the bank in Section 3. Time spent attending the monthly
 26 Labor-Management Meeting shall not be deducted against either the ten (10) hours allotment or the
 27 leave bank, as provided in Section 3 of this Article.

28 **Section 3.** The Union will establish a union leave bank for union representatives to access to

1 perform authorized Union activities. This bank shall be established through the donation of one (1)
 2 vacation hour annually by each regular employee in the bargaining unit. The accrued time in this
 3 bank will be limited to a maximum of three hundred (300) hours. When this limit is reached, these
 4 donations will discontinue until the accrued hours have dropped below two hundred (200).

5 The department will administer the leave bank account and will process leave requests for
 6 union leave according to the same process used for vacation leave requests. The Union retains sole
 7 discretion to determine which representatives have access to the leave bank and which activities
 8 qualify for leave bank use.

9 **Section 4. Military Leave.** Regular full-time and regular part-time employees shall be
 10 entitled to Military Leave in accordance with the King County Code, Personnel Guidelines, and/or
 11 Federal or State law.

12 **ARTICLE 10: LIMITED DUTY**

13 Limited Duty Assignment Policy. Employees who are injured or temporarily disabled may be
 14 allowed to work in a "limited duty" status while recovering, if available, provided said "limited duty"
 15 must be approved by management. Limited duty assignments due to injuries, temporary disabilities
 16 or pregnancy shall be administered in accordance with the County Personnel Guidelines and the
 17 County policy on Transitional Duty for Employees with Temporary Medical Restrictions.

18 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

19 **Section 1. Intent.** In the interest of continued good employee relations and morale, the
 20 County and the Union recognize the importance and desirability of settling grievances promptly and
 21 fairly. To accomplish such, every effort will be made to settle grievances at the lowest possible level
 22 of supervision. Further, employees who choose to utilize the procedure set forth in this Article will
 23 be free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

24 **Section 2. Definition.** A grievance shall be defined as an alleged violation of any of the
 25 express terms of this contract to include wages, hours, and working conditions as specifically
 26 provided herein.

27 **Section 3. Use of Mediation.** Either party can request mediation of a grievance at any time
 28 prior to arbitration. Either party can request mediation of any workplace issue or dispute provided

1 that use of the mediation process will defer any grievance timelines set out in this Article, unless the
2 parties agree otherwise in writing. Both parties must agree to any mediation. In the event that a
3 grievance is not resolved in mediation either party may proceed to arbitration according to the terms
4 of this Article.

5 **Section 4.**

6 **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved
7 employee (and his/her union representative if the employee wishes) within ten (10 working days from
8 the date the employee should have known of the occurrence, to the first level of supervision outside
9 the bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the matter
10 and notify the employee in writing within ten (10) working days from the date the grievance was
11 received. If a grievance is not pursued by the employee and his/her representative to the next level of
12 supervision within ten (10) working days from the date the Step 1 response is due or received, the
13 grievance shall be presumed resolved.

14 **Step 2.** If after thorough discussion with the supervisor the grievance has not been
15 resolved to the Union's satisfaction, the Union representative shall then present the grievance in
16 writing to the Facility Commander for investigation, discussion, and written reply. The Facility
17 Commander shall make a written decision available to the aggrieved employee with a copy mailed to
18 the Union within ten (10) working days from the date the Step 2 grievance is received. If a grievance
19 is not pursued by the employee and his/her representative to the next level of supervision within ten
20 (10) working days from the date the Step 2 response is due or received, the grievance shall be
21 presumed resolved.

22 **Step 3.** If the grievance has not been resolved to the Union's satisfaction, the Union
23 representative shall then present the grievance in writing to the Department Director for investigation,
24 discussion, and written reply. The Department Director shall make a written decision available to the
25 aggrieved employee with a copy mailed to the Union and the Director of Labor Relations (hereinafter
26 "OLR Director") within ten (10) working days from the date the Step 3 grievance is received.
27 Grievances at Step 4 and beyond must be processed through the Union's business representatives.

28 **Step 4.** Should the Department Director not resolve the grievance to the satisfaction

1 of the Union, the Union shall submit the grievance in writing to the OLR Director or his/her designee
 2 within fifteen (15) working days from the date the Step 3 response was received or due, whichever
 3 occurs first. The OLR Director or his/her designee shall schedule a hearing within fifteen (15)
 4 calendar days from the date of receipt of the written Step 4 grievance. Both parties to the grievance
 5 shall be entitled to call witnesses on their behalf. All such hearings shall be closed for the purpose of
 6 maintaining confidentiality, unless otherwise mutually agreed to. The OLR Director or his/her
 7 designee shall render a decision within ten (10) working days of the hearing.

8 **Step 5. Arbitration.** Should the OLR Director not resolve the grievance to the
 9 satisfaction of the Union, the Union may request arbitration within thirty (30) calendar days of the
 10 date the Step 4 response was due. The request must specify:

- 11 a. Article or Articles the County has allegedly violated;
- 12 b. details or nature of the violation;
- 13 c. position of party who is referring the grievance to arbitration;
- 14 d. questions which the arbitrator is being asked to decide; i.e., issues
 15 statement; and
- 16 e. remedy sought.

17 **Section 5. Selection of Arbitrator.** Should arbitration be chosen, the arbitrator shall be
 18 selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel
 19 of eleven (11) arbitrators furnished by Public Employment Relations Commission (P.E.R.C.) or
 20 Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator will be selected from the list
 21 by both the employer and the Union alternately striking a name from the list until only one (1) name
 22 remains. It shall be the responsibility of the party requesting arbitration to contact the appropriate
 23 entity for a list. The arbitrator shall be asked to render a decision promptly and the decision of the
 24 arbitrator shall be final and binding on both parties.

25 **Section 6. Authority of the Arbitrator.** In connection with any arbitration proceeding held
 26 pursuant to this Agreement, the following is understood:

- 27 a. The arbitrator shall have no power to render a decision that will add to, subtract
 28 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to

1 interpretation or application of the expressed terms of this Agreement. All other matters shall be
2 excluded from arbitration.

3 b. No matter may be arbitrated which the employer, by law, has no authority over, has
4 no authority to change, or has been delegated to any civil service commission or personnel board, as
5 defined in the Revised Code of Washington, Chapter 41.56.

6 c. The parties agree that the decision or award of the arbitrator shall be final and
7 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of
8 work, or lockout during such conferences or arbitration.

9 d. Each party shall bear one half (1/2) of the arbitrator's fee and expenses. Each party
10 shall bear the cost of preparation and presentation of the matter and all costs associated with the
11 hiring/retaining of attorneys in presenting the party's case.

12 **Section 7. Witness Expenses.** Each party shall bear the cost of any witness appearing on
13 that party's behalf, except that witnesses called by the Employer who are bargaining unit members
14 shall suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

15 **Section 8. Timeliness and Extensions.** Failure by an employee or the Union to comply with
16 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;
17 provided, however, any time limits stipulated in the grievance procedure may be extended for stated
18 periods of time by the appropriate parties by mutual agreement, in writing.

19 **Section 9. Arbitration Awards.** Arbitration awards or grievance settlements shall not be
20 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is
21 based, that date being ten (10) or fewer working days prior to the initial filing of the grievance, unless
22 the circumstances of the grievance were not and could not have been known by the grievant.

23 **Section 10. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
24 prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations
25 Commission (PERC), the complaining party will notify the other party, in writing, meet and make a
26 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
27 pass or the complaining party is seeking a temporary restraining order as relief for the alleged U.L.P.

28

1 **ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK**

2 **Section 1. Master Schedule.** It is agreed that for each classification in the bargaining unit,
3 the employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining
4 unit members. Prior to implementing any large-scale changes to a master schedule, the employer
5 agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted
6 for bid by the employees for a period of time to be determined by the parties, but not to exceed
7 fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be
8 posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation.
9 If schedules for a unit (Classification, Personal Recognizance Investigator, and Clerical) have not been
10 changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened
11 for a rebid.

12 **Section 2. Bid Process.** When a bargaining unit position becomes vacant or new positions
13 are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off
14 of the position.

15 **Section 3.** Employees are allowed to request specific duty assignments; however, nothing in
16 this Agreement shall preclude management from making duty assignments based on the operational
17 needs of the department. All requests shall be considered and a determination shall be made based on
18 the operational needs of the department and the seniority of the employee.

19 **Section 4. Work Week.** The normal work week shall consist of five (5) consecutive days on
20 and two consecutive days off resulting in forty (40) hours of work for the week. The work week shall
21 begin on Sunday at 12:00 a.m. (0000) and end on Saturday at 11:59 p.m. (2359).

22 **Section 5. Alternative Work Schedules.** This Agreement does not preclude the
23 implementation of alternative work schedules outside the master schedule. However, the County
24 shall notify the Union prior to the implementation of such schedules to allow the Union an
25 opportunity to meet with management to discuss the proposed changes. The Department shall make
26 available flextime options for bargaining unit members (predetermined up to one hour before or after
27 regularly scheduled shift).

28 **Section 6. Meal Breaks.** An unpaid meal break of not less than thirty (30) minutes or more

1 than one (1) hour shall be allowed approximately midway through each shift. The length of the
 2 bargaining unit's meal break at the time of the signing of this Agreement shall remain in effect unless
 3 conditions of the agency change and a change in working hours is required. If such does occur, the
 4 employer agrees to meet with the Union to negotiate the terms of the change. The work day of the
 5 Corrections Program Specialists and Personal Recognizance Investigators shall include a one-half
 6 (1/2) hour paid meal. During this paid meal the Corrections Program Specialists and Personal
 7 Recognizance Investigators shall be available for work.

8 **Section 7. Relief Period.** All bargaining unit members shall be allowed one (1) relief period
 9 during the first half of the shift and one (1) relief period during the second half of the shift. A relief
 10 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of
 11 such relief period.

12 **Section 8. Temporary Assignment.** Nothing in this Article is meant to preclude temporary
 13 assignment or reassignment of an employee because of illness, vacation, emergency, training
 14 orientation, etc.

15 **Section 9. Job Sharing.** If two bargaining unit employees in the same job classification
 16 wish to share one full time position, they shall submit a request to the Facility Commander, via the
 17 chain of command, who shall transmit the request to the Department Director. The Department
 18 Director shall have discretion to approve or deny the request, and will respond to the requesting
 19 employees within sixty (60) days, unless otherwise agreed by the parties. Employees who share one
 20 (1) full-time position shall receive pro-rata benefits, on the basis of the hours worked, except for
 21 medical, dental and insurance benefits which shall be granted on the same basis as other part-time
 22 County employees. In the event that one (1) of the job-sharing employees terminates employment,
 23 voluntarily or involuntarily, the job-sharing arrangement shall cease and the remaining employee
 24 shall revert back to full time.

25 **ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

26 **Section 1.** Employees are encouraged to seek advancement within their specific work units as
 27 well as within the County as a whole. In order to promote such, the department shall post
 28 announcements informing employees of open recruitment opportunities within all County

1 departments. Should a promotional position become available within the bargaining unit, bargaining
2 unit members are required to compete for such in accordance with the procedures set forth in the
3 County Personnel Guidelines for the Career Service.

4 Vacant and or newly created bargaining unit positions will be posted for application by
5 bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting
6 shall be made available for application within the department.

7 **Section 2. Special Assignments.** When a special assignment is available for unit members,
8 such assignment will be posted in a public place. All interested bargaining unit members shall be
9 given the opportunity to apply for the special assignment regardless of work location, shift, or job
10 assignment. In selecting unit members for such assignments, management will consider, among
11 other factors, including each member's qualifications, the desirability for all members to have an
12 opportunity to work special assignments.

13 **ARTICLE 14: OVERTIME AND CALLBACK**

14 **Section 1. Overtime.**

15 **a. Overtime Definition.** Overtime is that work outside an employee's normal work
16 shift which is directed by management. The parties acknowledge that it is the Department's policy to
17 minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a
18 guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

19 **b.** Employees shall be paid at the rate of time-and-one-half (1-1/2) for all hours paid
20 (with the exception of sick leave hours which shall not be counted toward overtime eligibility) in
21 excess of forty (40) hours in the work week. When a bargaining unit member works overtime,
22 compensation for such shall be at one and one-half (1-1/2) times the employee's regular hourly rate
23 as defined by the Fair Labor Standards Act. No overtime shall be worked, unless the employee has
24 received prior approval from his/her supervisor to work the necessary overtime hours.

25 **c.** If an emergency necessitates a bargaining unit member to receive telephone calls at
26 home, and such calls do not result in a need to return to work, the calls shall be logged (with respect
27 to time and issue) and the employee receiving such calls shall be paid either straight time or overtime,
28 as applicable.

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d. Overtime and extra hour scheduling will be a proper topic for discussion at a Unit or Department Labor-Management meeting and procedures adopted shall be posted in each work area where they are applicable. Such scheduling shall be done in accordance with the provisions of Addendum A to this Agreement.

e. Overtime will be on a voluntary basis except in the case of an emergency when mandatory overtime may be required by the department.

Section 2. Callback. All bargaining unit members who are called back to work after completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-four (24)-hour period.

Section 3. Court Appearances. Bargaining unit members who are required to "stand by" for court appearances shall be compensated at a rate of fifty percent (50%) of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the provisions as outlined in Section 2 above shall apply. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

Section 4. In lieu of overtime pay, an employee may request compensatory time off at the rate of time and one half for each hour of overtime that was worked. Compensatory time will be mutually agreed to; provided, however, a maximum of sixty (60) replenishable compensatory time hours may be carried in an employee's balance at any one time. At the end of November of each calendar year, any remaining balance must be paid to the employee. Employees agree that it would be an undue hardship to request to use compensatory time during a period the unit is below minimum staffing levels and their absence must be covered through calling-in another employee on overtime. In those circumstances where regular staffing is equal to one (1) person per shift (i.e., minimum staffing), this scheduling restriction shall not apply.

1 **ARTICLE 15: WAGES**

2 **Section 1. Wages.** The following list is a complete listing of classifications and pay ranges
3 covered by this Agreement; the salary ranges listed below shall be effective January 1, 2011:

4 cba Code: 080

Union Code(s): D2

Job Class Code	PeopleSoft Job Code	Classification	Range
4200100	421106	Administrative Office Assistant	29
4201100	421206	Administrative Specialist I	33
4201200	421310	Administrative Specialist II	37
4201300	421410	Administrative Specialist III	41
5211100	521201	Corrections Program Specialist	55
2252200	226608	Occupational Education and Training Coordinator	55
6215100	623201	Personal Recognizance Investigator	53
3500200	351202	Recreation Coordinator	49
Pay ranges shall be equivalent to those listed on the King County Squared Table.			

17
18 **Section 2. Step Increases.** Employees shall receive within-range increases from one (1) step
19 to the next higher step, upon satisfactory completion of the probationary period and annually
20 thereafter as provided below.

21 a. Upon completion of the six (6) months of satisfactory service an employee's salary
22 shall be advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at
23 Step 2, it shall be advanced to the next higher step, upon completion of six (6) months satisfactory
24 performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the
25 appointing authority.

26 b. Annual Step Incentive Increases shall be effective the first of January each calendar
27 year.

28 **Section 3. Acting Pay.** Employees who are assigned in writing (including by electronic

1 mail) by their supervisor to perform the duties of a higher classification for a period of one (1) full
2 working day or more, shall receive five percent (5%) additional compensation for all such day(s)
3 worked.

4 **Section 4. 2011 Wages.** Effective January 1, 2011, wage rates in effect on December 31,
5 2010, the wage rates in effect the previous December 31 for all employees shall remain as
6 represented in Addendum A and consistent with the 2010 King County 10 Step Hourly Squared
7 Table as represented by the 2011 King County Squared Table.

8 **Section 5. 2012 Increase.** Effective January 1, 2012, employees shall be eligible to receive
9 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer
10 Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June
11 of the current year). Zero percent (0%) floor and no ceiling..

12 **Section 6. 2013 Increase.** Effective January 1, 2013, employees shall be eligible to receive
13 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer
14 Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June
15 of the current year). Zero percent (0%) floor and no ceiling.

16 **Section 7. 2014 Increase.** Effective January 1, 2014 employees shall be eligible to receive
17 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer
18 Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June
19 of the current year). Zero percent (0%) floor and no ceiling.

20 **Section 8. Economic and Fiscal Conditions Reopener.** The parties agree when significant
21 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
22 reopen negotiations for COLA when triggered by either an increase in the King County
23 unemployment rate of more than 2 percentage points compared with the previous year or a decline of
24 more than 7%, in County retail sales as determined by comparing current year to previous year. Data
25 will be derived from Washington State Department of Revenue. By no later than July 30th of each
26 year of this agreement, the county will assess whether the economic measurements listed above
27 trigger contract reopeners on COLA for the subsequent year.

28 **Section 9. Wage Reopener.** The parties agree to a wage reopener for the purposes of

1 discussing what, if any, wage adjustments should be made for classifications in this bargaining unit.

2 It is agreed that any agreed to wage adjustment would be effective no earlier than January 1, 2012.

3 **Section 10.** Employees assigned in writing (including by electronic mail) by their supervisor
4 or administrator to perform training duties will be paid at a rate which is five percent (5%) higher
5 than their regular rate of pay for all hours worked in those capacities.

6 **Section 11.** All extra help or on-call temporary staff will be paid at the first step of the salary
7 schedule of the classification whose duties they are hired to perform.

8 **Section 12.** Employees who are required to be licensed or certified as a condition of
9 employment will have their annual professional fees reimbursed by the Department.

10 **Section 13.** The Union agrees to the implementation of the County's biweekly payroll
11 process.

12 **Section 14.** Employees will be paid five hundred dollars (\$500.00) per year who translate a
13 language in the workplace identified by management as a language for which translation activity is
14 necessary. The stipend shall be paid to eligible employees per pay period on a pro-rated basis.
15 Eligible employees shall be required to pass a language proficiency test administered by the County.

16 **ARTICLE 16: JURY DUTY**

17 **Section 1. General.** An employee required by law to serve on jury duty shall continue to
18 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.
19 However, once relieved or dismissed for the day from duty by the court, the employee is required to
20 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.
21 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the
22 employee shall be required to work his/her next regularly scheduled shift which has a starting time of
23 twelve (12) hours or more after dismissal.

24 **Section 2. Notice.** When an employee is notified to serve on jury duty, he/she will inform
25 his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,
26 regarding the dates of absence from regular duties.

27 **Section 3. Fees and Mileage.** The fees, exclusive of mileage, paid by the court for jury duty
28 shall be forwarded to the King County Finance and Business Operations Division of the Department

1 of Executive Services.

2 **ARTICLE 17: REDUCTION IN FORCE**

3 **Section 1. Notice to Union.** The County will notify the Union in writing in advance of any
4 anticipated layoff of a regular employee and will make a good faith attempt to meet and confer with
5 the Union prior to implementation, for the purpose of exploring alternatives to a reduction in force.

6 **Section 2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,
7 employees shall be laid off in accordance with their seniority with first consideration given to job
8 class within the bargaining unit and second consideration given to total consecutive employment
9 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid
10 off. No regular or probationary employee shall be laid off while there is a temporary or extra-help
11 (temporary) employee serving in a position which a regular or probationary employee is qualified to
12 fill.

13 **Section 3. Bumping Rights.** In lieu of layoff, a regular or probationary employee may
14 request a demotion to a position in a lower classification formerly held by the employee being laid off
15 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the
16 employee who is being bumped.

17 **Section 4. Order of Recall.** The names of laid off employees will be placed on a re-
18 employment list in order of seniority at time of layoff. Such list will remain in effect for a period of
19 two (2) years or until all laid off employees are rehired with the County, whichever comes first.

20 **ARTICLE 18: AUTOMOBILE EXPENSE**

21 Bargaining unit members who have been authorized to use their own transportation on County
22 business shall be reimbursed at the rate per mile as established by ordinance of the King County
23 Council. "County business" includes travel between Department facilities during work hours at the
24 direction of management.

25 **ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

26 **Section 1. General.** The parties acknowledge that the training and development of
27 employees is a matter of primary importance.

28 **Section 2. Training Opportunities.** Notice of special schools and training opportunities

1 will be posted and all interested personnel will be allowed to apply for these opportunities prior to
 2 any final selection.

3 **Section 3. Education Incentive.** The parties endorse the value of higher education
 4 achievements by employees. In order to encourage such accomplishments, the Employer will
 5 reimburse employees for the cost of tuition and books when the courses are taken at an accredited
 6 institution and provided the courses are currently job related to the work being done by the employee
 7 and not primarily related to personal growth or general advanced training. To be eligible to receive
 8 reimbursement, the employee must maintain a grade of "C" or better (or its equivalent) in each course
 9 for which reimbursement is sought. The employee agrees to repay the full amount upon separation
 10 from county employment if the separation occurs within two (2) years of the completion of the
 11 course. In addition, where workshops, conferences, and other training seminars are directly job
 12 related and are not available in a formal accredited institution, the Department Director (or his/her
 13 designee) may, at his/her discretion, approve the reimbursement of enrollment at such workshop,
 14 conference, or seminar. Proof of attendance will be required.

15 **ARTICLE 20: SAVINGS CLAUSE**

16 **Section 1. Violations.** If an Article or part of an Article of this Agreement should be decided
 17 by a court of competent jurisdiction or by mutual agreement of the employer and the Union to be in
 18 violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part of
 19 an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not
 20 be affected.

21 **Section 2. Replacement.** If a determination or decision is made pursuant to Section 1 of this
 22 Article that part of this Agreement is in violation of federal, state, or local law, the parties to this
 23 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

24 **Section 3. Compliance.** Should this Agreement or any Section or Article be found not in
 25 compliance with federal regulations, and where compliance with such regulations is required as
 26 condition for the receipt and expenditure of federal funds, the employer and the Union agree to
 27 immediately convene and re-negotiate the Agreement, Section, or Article with such regulations.
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1 **ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING**

2 This Agreement is the entire Agreement between the employer and the Union. The parties
3 acknowledge that they have fully bargained with respect to terms and conditions of employment and
4 have settled them for the duration of this Agreement. This Agreement terminates all prior
5 agreements and understandings and concludes all collective bargaining for the duration of this
6 Agreement. Should either party desire to change or modify the terms of this Agreement, the
7 initiating party agrees to contact the other party to obtain approval for such change or modification.
8 All changes or modifications to this written Agreement must be in the form of a Letter of
9 Understanding. Such letters require the signature of an authorized representative of the Union and
10 the Director of the Office of Labor Relations or his/her designee and may require approval by the
11 King County Council.

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1 **ARTICLE 22: DURATION**

2 Upon ratification, this Agreement shall be effective January 1, 2011 through December 31,
3 2014. Either party may give written notice of its intent to terminate or modify this Agreement not
4 less than sixty (60) days nor more than ninety (90) days prior to the expiration date. Negotiations
5 must commence no later than thirty (30) days prior to the expiration date unless mutually agreed.

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APPROVED this 11th day of May, 2012.

By: [Signature]
King County Executive

SIGNATORY ORGANIZATION:

[Signature]
Diana Prenguber
Staff Representative

ADDENDUM A**Overtime Scheduling Procedures for Local 21-AD**

The parties hereby agree to the following overtime scheduling procedures for the employees covered by this Agreement:

Section 1. Definitions. The parties acknowledge that it is the Department's policy to minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as a guarantee of overtime assignments. Eligibility to work overtime shall be determined by the Department.

a. Planned overtime assignments. Planned overtime assignments consist of all known absences due to vacation, sick leave, training, etc., and all vacant positions assigned to the section but not staffed.

b. Unplanned overtime assignments. Unplanned overtime assignments consist of needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

c. Mandatory overtime. Mandatory overtime is overtime required when management determines an emergency exists.

d. Mandatory overtime minimum staffing. Minimum staffing for the purposes of mandatory overtime is defined as the number of staff needed to address essential/critical functions on a short-term and/or emergent basis.

Section 2. Overtime Scheduling. An overtime sign-up sheet shall be posted at each facility on or before the 4th and will remain through the 20th of each month, allowing staff members interested in working overtime a chance to indicate the date and shift they will be available to work. These sign-up sheets will be used to fill all known overtime needs for the coming month on a seniority basis. The supervisor(s) shall attempt to post the confirmed overtime schedule three (3) days prior to the end of the month. This posting shall allow for any adjustments that need to be made, prior to the beginning of the new month.

The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility that they are willing to work. The list shall be faxed to the other facility on the 21st day of each month.

1 When assigning overtime, the supervisor(s) will make a good faith effort to distribute the
2 overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion
3 in back-filling all known absences, subject to the operational needs of the Department.

4 Once the overtime schedule has been posted, the employee is expected to work as if it is a
5 regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or
6 are late for that assignment, administrative action and/or disciplinary action shall be taken.

7 **Section 3. Planned Overtime Scheduling.**

- 8 a. Planned overtime shall be assigned on a seniority basis;
9 b. Staff shall first be scheduled at the facility to which they are assigned;
10 c. Remaining overtime shifts shall be assigned to available persons from either
11 facility (availability shall be determined via communication between supervisors after the initial
12 overtime assignments have been made).

13 **Section 4. Unplanned Overtime Scheduling.**

14 When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling
15 the position and then check with the volunteers on the sign-up sheet for that day to see if there is
16 someone available and interested. When backfill is needed and there are no volunteers on the sign-up
17 sheet, supervisor(s) will make a reasonable effort to solicit volunteers from available and interested
18 employees.

19 **Section 5. Mandatory Overtime Needs.**

20 The need for mandatory overtime shall normally be determined by the Director (or his/her
21 designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels
22 fall below that which is needed to address essential/critical functions for more than a short period of
23 time. The supervisor(s) shall assess work load and operational needs to determine minimum staffing
24 levels and shall make every effort to ensure that there is at least one (1) person each shift (two (2)
25 staff members splitting a shift is acceptable). In general, supervisors shall extend those on duty to
26 cover the overtime needs.

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Essential/Critical functions include, but are not limited to, the following:

Classification: Primary interviews; disciplinary/ADSEG hearings.

Screeners: Screen inmates for eligibility for pre-trial release or alternatives to secure detention. Compile criminal conviction histories and personal information for use by the Courts.

These examples are listed for illustrative purposes and may not be construed as an exhaustive or exclusive listing.

Reverse seniority shall be used to determine availability of staff members for mandatory overtime. Consideration will be given to each person's work schedule; an employee's total work hours shall not exceed seventeen (17) consecutive hours worked in a day.