

Master Labor Agreement (MLA) - Appendix 52  
Agreement Between King County

And

Washington State Council of County and City Employees, Council 2, Local 21AD  
Department of Adult & Juvenile Detention  
[080]

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

5  
6   **ARTICLE 1: POLICY AND PURPOSE**

7            **Section 1. Policy.** These Articles constitute an Agreement, terms of which have been  
8 negotiated in good faith between King County and Washington State Council of County and City  
9 Employees, Council 2, Local 21AD (the Union) subscribing thereto. This Agreement shall be subject  
10 to approval by ordinance by the County Council of King County, Washington. If the parties  
11 discover a clerical oversight or a misunderstanding arises due to the Master Labor Agreement, the  
12 parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

13           **Section 2. Purpose.** The intent and purpose of this Agreement is to promote the continued  
14 improvement of the relationship between King County and its employees by providing a uniform  
15 basis for implementing the right of public employees to join organizations of their own choosing, and  
16 to be represented by such organizations in matters concerning their employment relations with King  
17 County, and to set forth in writing the negotiated wages, hours, and other working conditions of such  
18 employees in appropriate bargaining units, provided the County has authority to act on such matters,  
19 and further provided, the matter has not been delegated to any civil service commission or personnel  
20 board similar in scope, structure, and authority as defined in RCW 41.56.

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

1 arbitration clause of Article 11.

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

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

7 Temporary employees shall be defined as all employees, other than regular full-time and  
8 regular part-time employees, doing bargaining unit work. Temporary employees are persons who  
9 have been employed for a portion of or throughout the calendar year whose purpose is to cover  
10 seasonal peak work loads, emergency work loads of limited duration, necessary sick leave, vacation  
11 relief, parental leave, special projects, replacing an injured worker, or while a regular position is  
12 being filled. Temporary employees are supplementary to the regular work force and shall not be used  
13 to supplant regular employees or undermine the integrity of 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, no  
23 later than the thirtieth (30th) day following the beginning of such employment, become and remain  
24 members in good standing in the Union or pay an agency fee to the extent allowable by law.  
25 However, nothing contained in this section shall require an employee who holds bona fide religious  
26 beliefs that prohibit the payment of dues to union organizations to join the Union. The employee  
27 who holds such bona fide religious beliefs shall pay an amount of money equivalent to the regular  
28 union dues to a non-religious charity or to another charitable organization mutually agreed upon by

1 the employee affected and the bargaining representative to which the employee would otherwise pay  
2 the dues. If the employee and the bargaining representative are not able to agree upon a charitable  
3 organization, they shall resolve the issue through the Public Employment Relations Commission.  
4 The employee 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. Discipline and Sunset Clause.** Pursuant to Master Labor Agreement, Article 27.

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

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

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

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

24 **Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or  
25 damage to essential personal property, other than damage or loss to their vehicle or property  
26 contained in their vehicle, while on duty shall have same repaired or replaced at County expense,  
27 provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork  
28 necessary to process claims covered under this section will be processed by the County with due

1 speed upon receipt of the claim from the employee.

2 **Section 7. Use of County Bulletin Boards & Electronic Devices.** Pursuant to Master Labor  
3 Agreement, Article 23.

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

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

15 **Section 10.** For purposes of this Agreement, except for computation of sick leave and  
16 vacation, seniority shall be defined as length of service within a classification. An employee in any  
17 bargaining unit job classification who leaves the bargaining unit, shall retain his/her seniority in the  
18 bargaining unit job classification covered by this contract for two (2) years from the date of departure  
19 from the bargaining unit. For purposes of sick leave and vacation accrual, seniority begins at the date  
20 of hire into the County. When a bargaining unit member is assigned to a temporary assignment,  
21 his/her seniority shall continue to accrue within the bargaining unit.

22 In any case where total computation of seniority as above would result in a tie, the following  
23 criteria will be used to break the tie:

- 24 1st - total time in bargaining unit  
25 2nd - total time in DAJD  
26 3rd - total time with King County  
27 4th - coin toss

28 **Section 11.** Newly hired regular full-time and regular part-time employees shall serve a

1 twelve (12) calendar month probationary period. Regular full-time and regular part-time employees  
2 who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention  
3 (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve  
4 a six (6) calendar month probationary period. The probationary period is an extension of the hiring  
5 process. Termination during this period is not grievable.

6 **Section 12.** Transportation Benefits - Pursuant to Master Labor Agreement, Article 38.

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.

1 **ARTICLE 5: INSURED BENEFITS, HRA AND VEBA**

2 Pursuant to Master Labor Agreement, Article 25.

3 **ARTICLE 6: HOLIDAYS**

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

- 7 a. New Year's Day
- 8 b. Martin Luther King Jr.'s Birthday
- 9 c. President's Day
- 10 d. Memorial Day
- 11 e. Independence Day
- 12 f. Labor Day
- 13 g. Veteran's Day
- 14 h. Thanksgiving Day
- 15 i. The Day After Thanksgiving
- 16 j. Christmas Day

17 **Section 1.1. Holidays, Eligibility.** Pursuant to Master Labor Agreement, Article 10.

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

22 **Section 3.** Employees who work on the designated holiday shall be paid at one-and-one-half  
23 (1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving  
24 either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be  
25 administered like a vacation day, as provided for in Section 2 of this Article.

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

28 **Section 5.** An employee's scheduled work day which spans two (2) calendar days shall be



1 considered to have occurred on the calendar day it commences.

2 **ARTICLE 7: VACATION LEAVE**

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

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

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

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

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

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

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

9           **Section 7.** Vacation Leave Cap - Pursuant to Master Labor Agreement, Article 9.

10          **Section 8.** If an employee resigns from County employment in good standing or is laid off  
11 and subsequently returns to County employment within two years from such resignation or lay off, as  
12 applicable, the employee's prior County service shall be counted in determining the vacation leave  
13 accrual rate under this article.

14          **Section 9. Leave for Organ Donors.** The department shall allow employees eligible for  
15 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily  
16 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone  
17 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without  
18 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;  
19 provided that the employee shall:

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

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

27          **Section 10. Vacation Scheduling.** Vacation preference requests for the period beginning  
28 March 1st and ending with the final day of February of the following calendar year, must be received

1 no later than the February 1st preceding the twelve (12) month period during which the vacation is  
2 being requested in order to receive scheduling preference. Vacation preference requests shall be  
3 granted based upon seniority within job classification, within each facility, provided that essential  
4 facility operations are properly staffed at all times. Employees shall be advised by March 1st  
5 regarding approval or disapproval of their requests.

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

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

#### 14 **ARTICLE 8: SICK LEAVE**

15 **Section 1.** Every eligible regular full-time and regular part-time employee shall accrue sick  
16 leave benefits at the hourly rate of 0.04616 for each hour in pay status exclusive of overtime or  
17 compensatory time. The employee is not entitled to sick leave if not previously earned. Regular  
18 part-time employees shall receive sick leave benefits in accordance with the provisions of this  
19 Article; however, such benefit shall be prorated based on the number of hours the employee is  
20 regularly scheduled to work.

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

24 **Section 3.** Management is responsible for the proper administration of this benefit. A  
25 doctor's certificate verifying illness or inability to work may be required of an employee for any sick  
26 leave used. Where an employee requests the use of family leave, management may require the  
27 employee to submit the doctor's certificate verifying the need for the employee's attendance. In each  
28 case of absence due to illness or injury, it shall be the responsibility of the employee to notify the

1 employee's supervisor of the absence and the anticipated duration of the absence. Except in  
2 emergency situations or as otherwise required by law, failure to notify the supervisor of an absence  
3 prior to the commencement of the employee's shift shall be grounds for disciplinary action. This  
4 section does not limit any leave for a qualifying event under the Washington State Family Care Act.

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

6 **Section 5.** Separation from County employment, except by retirement, termination for non-  
7 disciplinary medical reasons, or reason by layoff due to lack of work, funds, or efficiency reasons,  
8 shall cancel all sick leave currently accrued to the employee. Should the employee resign in good  
9 standing, terminate for non-disciplinary medical reasons, or be laid off, and return to County  
10 employment within two years, accrued sick leave shall be restored.

11 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at  
12 least five (5) years of County service and who retire as a result of length of service or who terminate  
13 by reason of death shall be paid, or the estates be paid or as provided for by RCW Title 11, as  
14 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave  
15 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
16 mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary  
17 Association (VEBA), this cash out shall be subject to those provisions.

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

- 19 • The employee's bona fide illness; but an employee who suffers an occupational  
20 illness may not simultaneously collect sick leave and worker's compensation benefits in a total  
21 amount greater than the regular pay of the employee;
- 22 • The employee's incapacitating injury, but:
  - 23 ▪ an employee injured on the job may not simultaneously collect sick leave  
24 and worker's compensation benefits in a total amount greater than the regular pay of the employee;
  - 25 ▪ an employee who chooses not to augment his/her worker's compensation  
26 time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;
  - 27 ▪ an employee who chooses to augment worker's compensation payments with  
28 the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning

1 of the leave;

2                   ▪ An employee may not collect sick leave and worker's compensation for  
3 physical incapacity due to any injury or occupational illness that is directly traceable to employment  
4 other than with the County.

5                   • The employee's exposure to contagious disease and resulting quarantine;  
6                   • An employee's temporary disability caused by or contributed to by pregnancy and  
7 childbirth.

8                   • The employee's medical or dental appointments, provided that the employee's  
9 appointing authority has approved the use of sick leave for such appointments;

10                  • To care for the employee's child if the child has an illness or health condition that  
11 requires treatment or supervision by the employee;

12                  **Section 8.** FMLA/KCFML - Pursuant to Master Labor Agreement, Article 11.

13                  **Section 9.** In January of each calendar year, employee sick leave usage will be reviewed.

14 Regular full-time and regular part-time employees who have used two (2) or less days of sick leave  
15 during the entire preceding calendar year shall be rewarded by having two (2) additional days  
16 credited to their vacation account. Employees who have used more than two (2) but less than four (4)  
17 sick leave days shall have one (1) additional day credited to their vacation account. The additional  
18 vacation credits specified herein shall not affect sick leave amounts.

19                  **Section 10. Donated Leaves** - Pursuant to Master Labor Agreement, Article 6.

20 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

21                  **Section 1. Bereavement Leave.** Pursuant to Master Labor Agreement, Article 8.

22                  **Section 2. Union Business Leave.** Authorized Union representatives shall be allowed up to  
23 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate  
24 Union business. The Union shall inform the employer of the names of authorized representatives.  
25 Prior to using any of the above-designated time, or leave bank time, employees will submit written  
26 requests to their supervisor for prior approval. The release of Union representatives for Union  
27 Business leave shall not be unreasonably denied. The Union shall provide the Department with as  
28 much notice as possible of the need for such leave. Any excess usage over ten (10) hours in a one (1)

1 month period shall be subtracted from the bank in Section 3. Time spent attending the monthly  
2 Labor-Management Meeting shall not be deducted against either the ten (10) hours allotment or the  
3 leave bank, as provided in Section 3 of this Article.

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

9 The department will administer the leave bank account and will process leave requests for  
10 union leave according to the same process used for vacation leave requests. The Union retains sole  
11 discretion to determine which representatives have access to the leave bank and which activities  
12 qualify for leave bank use.

13 **Section 4. Military Leave.** Pursuant to Master Labor Agreement, Article 2.

14 **ARTICLE 10: LIMITED DUTY**

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

20 **ARTICLE 11: GRIEVANCE PROCEDURE**

21 Pursuant to Master Labor Agreement, Article 26.

22 **ARTICLE 12. UNFAIR LABOR PRACTICE(S) RESOLUTION**

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

1 **ARTICLE 13: 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 seniority of the employee, unless such request is in conflict with the identified and communicated  
19 operational needs of the department.

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

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

1           **Section 6. Meal Breaks.** An unpaid meal break of not less than thirty (30) minutes or more  
2 than one (1) hour shall be allowed approximately midway through each shift. The length of the  
3 bargaining unit's meal break at the time of the signing of this Agreement shall remain in effect unless  
4 conditions of the agency change and a change in working hours is required. If such does occur, the  
5 employer agrees to meet with the Union to negotiate the terms of the change. The work day of the  
6 Corrections Program Specialists and Personal Recognizance Investigators shall include a one-half  
7 (1/2) hour paid meal. During this paid meal the Corrections Program Specialists and Personal  
8 Recognizance Investigators shall be available for work.

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

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

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

## 26 **ARTICLE 14: JOB POSTING**

27           Pursuant to Master Labor Agreement, Article 18.



1 **ARTICLE 15: OVERTIME AND CALLBACK**

2 **Section 1. Overtime.**

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

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

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

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

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

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

28 **Section 3. Court Appearances.** Bargaining unit members who are required to "stand by"

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

6 **Section 4.** In lieu of overtime pay, an employee may request compensatory time off at the  
7 rate of time and one half for each hour of overtime that was worked. Compensatory time will be  
8 mutually agreed to; provided, however, a maximum of eighty (80) replenishable compensatory time  
9 hours may be carried in an employee's balance at any one time. All remaining compensatory time  
10 balances as reported in the pay period that includes December 31st of each calendar year shall be  
11 cashed out in that pay period. Employees agree that it would be an undue hardship to request to use  
12 compensatory time during a period the unit is below minimum staffing levels and their absence must  
13 be covered through calling-in another employee on overtime. In those circumstances where regular  
14 staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this scheduling restriction shall  
15 not apply.

1 **ARTICLE 16: 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, 2018:

4 **cba Code: 080**

**Union Code(s): D2**

Job Class Code	PeopleSoft Job Code	Classification Title	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	57
2252200	226608	Occupational Education and Training Coordinator	55
6215100	623201	Personal Recognizance Investigator	55
3500200	351202	Recreation Coordinator	49
Pay ranges shall be equivalent to those listed on the King County Squared Table.			

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

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

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

1           **Section 3. Special Duty Pay.** Pursuant to Master Labor Agreement, Article 15.

2           **Section 4. 2018 Wages.** Effective January 1, 2018, employees' rates of pay shall be  
3 increased pursuant to the Total Compensation Coalition and Master Labor Agreements for a total of  
4 3.25% if the Master Labor Agreement and CBA are ratified by the bargaining unit. In the event the  
5 Master Labor Agreement and CBA are not ratified, the increase will be 1.75%.

6           **Section 5. 2019 and 2020 Increases.** General wage increases for 2019 and 2020 are yet to  
7 be determined via Total Compensation Coalition bargaining.

8           **Section 6.** Employees assigned in writing (including by electronic mail) by their supervisor  
9 or administrator to perform training duties will be paid at a rate which is five percent (5%) higher  
10 than their regular rate of pay for all hours worked in those capacities.

11           **Section 7.** All Temporary staff will be paid at the first step of the salary schedule of the  
12 classification whose duties they are hired to perform.

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

15           **Section 9.** Employees who translate a language in the workplace identified by management  
16 as a language for which translation activity is necessary will be paid five hundred dollars (\$500.00)  
17 per year. The stipend shall be paid to eligible employees per pay period on a pro-rated basis.  
18 Eligible employees shall be required to pass a language proficiency test administered by the County.

19           **ARTICLE 17: JURY DUTY**

20           Pursuant to Master Labor Agreement, Article 5.

21           **ARTICLE 18: REDUCTION IN FORCE**

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

25           **Section 2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,  
26 employees shall be laid off in accordance with their seniority with first consideration given to job  
27 class within the bargaining unit and second consideration given to total consecutive employment  
28 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid

1 off. No regular or probationary employee shall be laid off while there is a Temporary employee  
2 serving in a position which a regular or probationary employee is qualified to fill.

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

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

## 10 **ARTICLE 19: REIMBURSEMENT FOR PERSONAL TRANSPORTATION**

11 Pursuant to Master Labor Agreement, Article 24.

## 12 **ARTICLE 20: EDUCATION AND TRAINING PROGRAM**

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

15 **Section 2. Training Opportunities.** Notice of special schools and training opportunities  
16 will be posted and all interested personnel will be allowed to apply for these opportunities prior to  
17 any final selection.

### 18 **Section 3. Education Incentive.**

19 The Employer agrees to reimburse employees for the cost of tuition and books at an  
20 accredited institution for pre-approved degree work for any and all (e.g. Associates, Bachelors,  
21 Masters, PHD) degrees in criminal justice or public administration. The degree work will be  
22 reimbursed provided the employee receives a grade of "C" or better, or a passing grade if taken as  
23 pass/fail. These reimbursements shall be subject to the following conditions:

- 24 • The employee must have been employed by the Department for at least one full year  
25 prior to the reimbursement request.
- 26 • The individual must be pre-approved for the specific degree program and will only  
27 be reimbursed for necessary coursework or credits that are taken after approval.
- 28 • All requests for pre-approval shall be submitted to the Director with copies to the

1 Facility Commander and Finance.

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

4 • All pre-approval requests must be submitted at least 30 calendar days before the  
5 start of any coursework subject to reimbursement.

6 • Annual limit in accordance with IRS regulations (currently \$5,250.00).

7 Employees may submit for pre-approval for reimbursement as outlined above for degrees or  
8 training programs outside of Criminal Justice or Public Administration. This request shall be  
9 submitted to a standing panel of three members (two selected by management and one selected by the  
10 Union) who shall review the request and make a recommendation to the Director. The Director shall  
11 make the final decision. The criteria to determine whether a degree program would be approved for  
12 reimbursement shall be whether or not the program has a direct relationship to the employee's work  
13 and provides a corresponding benefit to the Department. The request shall be processed in the  
14 following manner:

15 • The pre-approval request must be submitted at least 60 calendar days before the start  
16 of any coursework subject to reimbursement.

17 • The Panel shall convene within 30 calendar days of the request to review the request  
18 - including an opportunity to meet with the employee to discuss the merits of their request.

19 • The Panel shall make their recommendation to the Director in writing with the  
20 reasons for the recommendation within 14 calendar days of reviewing the request and shall provide a  
21 copy of the recommendation to the employee.

22 • The Director shall make the final decision within 14 calendar days of receiving the  
23 recommendation. This decision shall be in writing and if denied, shall include reasons for the denial.

24 There shall be an annual limit of ten (10) employees who can receive tuition reimbursement during  
25 any calendar year.

26 **ARTICLE 21: SAVINGS CLAUSE**

27 Pursuant to Master Labor Agreement, Article 30.

1 **ARTICLE 22: 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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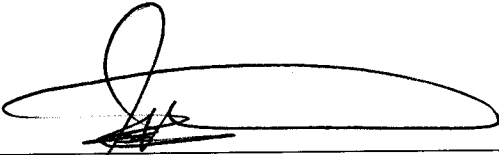
1 **ARTICLE 23: DURATION**

2 Pursuant to Master Labor Agreement, Article 31.

3  
4 APPROVED this 15 day of MARCH, 2018.

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8 By: Dow Coust  
9 King County Executive

10  
11 SIGNATORY ORGANIZATION:

12   
13  
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15 Suzette Dickerson  
16 Staff Representative  
17 Washington State Council of County and City  
18 Employees, Council 2, Local 21AD  
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1 ADDENDUM A

2 Overtime Scheduling Procedures for Local 21-AD

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

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

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

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

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

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

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

26 The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility  
27 that they are willing to work. The list shall be faxed to the other facility on the 21st day of each  
28 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.