

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

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

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

20 **Section 3. Agency Shop.** It shall be a condition of employment that all employees covered
21 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, no
22 later than the thirtieth (30th) day following the beginning of such employment, become and remain
23 members in good standing in the Union or pay an agency fee to the extent allowable by law.
24 However, nothing contained in this section shall require an employee who holds bona fide religious
25 beliefs that prohibit the payment of dues to union organizations to join the Union. The employee
26 who holds such bona fide religious beliefs shall pay an amount of money equivalent to the regular
27 union dues to a non-religious charity or to another charitable organization mutually agreed upon by
28 the employee affected and the bargaining representative to which the employee would otherwise pay

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

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

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

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

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

1 stoppage.

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

5 **ARTICLE 3: EMPLOYEE RIGHTS**

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

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

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

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

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

28 **Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or

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

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

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

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

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

28 In any case where total computation of seniority as above would result in a tie, the following

1 criteria will be used to break the tie:

- 2 1st - total time in bargaining unit
- 3 2nd - total time in DAJD
- 4 3rd - total time with King County
- 5 4th - coin toss

6 **Section 11.** Newly hired regular full-time and regular part-time employees shall serve a
7 twelve (12) calendar month probationary period. Regular full-time and regular part-time employees
8 who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention
9 (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve
10 a six (6) calendar month probationary period. The probationary period is an extension of the hiring
11 process. Termination during this period is not grievable.

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

14 **ARTICLE 4: MANAGEMENT RIGHTS**

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

- 18 a. recruit, examine, select, promote, transfer, evaluate and train Employees of its
19 choosing, and to determine the times and methods of such actions;
- 20 b. assign and direct the work; assign overtime, utilizing the procedures agreed to
21 under the provision of Article 14; develop and modify classification specifications as well as
22 assignment for the salary range for each classification and allocate positions to those classifications;
23 determine the methods, materials and tools to accomplish the work; designate duty stations and
24 assign Employees to those duty stations;
- 25 c. reduce the work force due to lack of work, funding or other cause consistent with
26 efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or
27 dismiss Employees for just cause;
- 28 d. establish reasonable work rules; assign the hours of work and assign Employees to

1 shifts and days off in accordance with procedures set forth in the master schedule established by this
2 Agreement. (Article 12. Section 1.); and

3 e. Discharge probationary employees during the term of their probation.

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

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

8 **ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN**

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

12 **ARTICLE 6: HOLIDAYS**

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

16 a. New Year's Day

17 b. Martin Luther King Jr.'s Birthday

18 c. President's Day

19 d. Memorial Day

20 e. Independence Day

21 f. Labor Day

22 g. Veteran's Day

23 h. Thanksgiving Day

24 i. The Day After Thanksgiving

25 j. Christmas Day

26 k. Each regular full-time employee shall receive two (2) additional personal holidays
27 to be administered through the vacation plan. One personal holiday shall be added to the vacation
28 leave bank in the pay period that includes the first day of October and one personal holiday will be

1 added in the pay period that includes the first day of November of each year. Regular part-time
2 employees shall accrue these holidays on a pro-rated basis, up to a maximum of 8 hours, based on
3 their regularly scheduled hours of work. Holidays shall be observed in accordance with RCW
4 1.16.050, as amended.

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

9 **Section 3.** Employees who work on the designated holiday shall be paid at one-and-one-half
10 (1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving
11 either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be
12 administered like a vacation day, as provided for in Section 2 of this Article.

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

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

1 **ARTICLE 7: VACATION LEAVE**

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

5

6 Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
7 0	5	000 thru 060	0.0462 X Basis Hours	12
8 6	8	061 thru 096	0.0577 X Basis Hours	15
9 9	10	097 thru 120	0.0616 X Basis Hours	16
10 11	16	121 thru 192	0.0770 X Basis Hours	20
11 17	17	193 thru 204	0.0808 X Basis Hours	21
12 18	18	205 thru 216	0.0847 X Basis Hours	22
13 19	19	217 thru 228	0.0885 X Basis Hours	23
14 20	20	229 thru 240	0.0924 X Basis Hours	24
15 21	21	241 thru 252	0.0962 X Basis Hours	25
16 22	22	253 thru 264	0.1001 X Basis Hours	26
17 23	23	265 thru 276	0.1039 X Basis Hours	27
18 24	24	277 thru 288	0.1078 X Basis Hours	28
19 25	25	289 thru 300	0.1116 X Basis Hours	29
20 26	99	301 and up	0.1154 X Basis Hours	30

21

22

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

28 **Section 3.** No employee shall work for compensation for the County in any capacity during

1 the time that the employee is on vacation.

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

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

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

8 **Section 7.** Full-time employees may accrue up to 480 hours vacation leave. Part-time regular
9 employees who are employed at least half-time and receive vacation and sick leave may accrue
10 vacation leave up to 480 hours pro-rated to reflect their normally scheduled work week.

11 Employees may accrue additional vacation beyond the maximum specified herein when, as a
12 result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees
13 must use vacation leave in excess of the maximum accrual amount on or before the last day of the
14 pay period that includes December 31 of the year in which the excess was accrued.

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

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

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

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

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

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

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

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

23 **ARTICLE 8: SICK LEAVE**

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

1 regularly scheduled to work.

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

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

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

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

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

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

- 28 • The employee's bona fide illness; but an employee who suffers an occupational

1 illness may not simultaneously collect sick leave and worker's compensation benefits in a total
2 amount greater than the regular pay of the employee;

3 • The employee's incapacitating injury, but:

4 ▪ an employee injured on the job may not simultaneously collect sick leave
5 and worker's compensation benefits in a total amount greater than the regular pay of the employee;

6 ▪ an employee who chooses not to augment his/her worker's compensation
7 time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;

8 ▪ an employee who chooses to augment worker's compensation payments with
9 the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning
10 of the leave;

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

14 • The employee's exposure to contagious disease and resulting quarantine;

15 • An employee's temporary disability caused by or contributed to by pregnancy and
16 childbirth.

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

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

21 • To care for other family members if:

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

24 ▪ the family member is the employee's spouse or domestic partner, the
25 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a
26 parent of the employee's spouse or domestic partner; and

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

28 **(1)** the birth of a son or daughter and care of the newborn child, or

1 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve
2 months of the birth, adoption, or placement;

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

6 (3) Care of a family member who suffers from a serious health
7 condition.

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

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

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

21 • an employee may take leave intermittently or on a reduced schedule when medically
22 necessary due to a serious health condition of the employee or family member of the employee. If
23 this leave is foreseeable based on planned medical treatment, the Department Director or his/her
24 designee may require the employee to transfer temporarily to an available alternate position for which
25 the employee is qualified and that has equivalent pay and benefits and that better accommodates
26 recurring periods of leave than the employee's regular position.

27 Use of donated leave shall run concurrently with the eighteen work week family medical
28 leave entitlement. The County shall continue its contribution toward health care benefits during any

1 unpaid leave taken under this section. An employee, who returns from unpaid family or medical
2 leave within the time provided for in this Article, is entitled (subject to bona fide layoff provisions)
3 to:

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

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

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

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

17 **A. Vacation leave hours.**

18 1. Any full-time regular employee or part-time regular employee, who is
19 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
20 accrued vacation leave to a full-time regular employee or part-time regular employee who is
21 employed at least half-time and receives vacation and sick leave. Such donation will occur upon
22 written request to and approval of the donating and receiving employees' department director(s),
23 except that requests for vacation donation made for the purposes of supplementing the sick leave
24 benefits of the receiving employee shall not be denied unless approval would result in a departmental
25 hardship for the receiving department.

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

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

6 **B. Sick leave hours.**

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

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

16 3. Donated sick leave hours must be used within ninety (90) calendar days.
17 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
18 revert to the donating employee. Donated sick leave hours shall be excluded from the sick leave
19 payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this
20 Agreement. For purposes of this section, the first hours used by an employee shall be accrued sick
21 leave hours.

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

25 **D. All vacation and sick leave hours donated shall be converted to a dollar value**
26 **based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be**
27 **divided by the receiving employee's hourly rate to determine the actual number of hours received.**
28 **Unused donated vacation and sick leave shall be reconverted based on the donor's straight time**

1 hourly rate at the time of reconversion.

2 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

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

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

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

26 The department will administer the leave bank account and will process leave requests for
27 union leave according to the same process used for vacation leave requests. The Union retains sole
28 discretion to determine which representatives have access to the leave bank and which activities

1 qualify for leave bank use.

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

5 **ARTICLE 10: LIMITED DUTY**

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

11 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

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

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

20 **Section 3. Use of Mediation.** Either party can request mediation of a grievance at any time
21 prior to arbitration. Either party can request mediation of any workplace issue or dispute provided
22 that use of the mediation process will defer any grievance timelines set out in this Article, unless the
23 parties agree otherwise in writing. Both parties must agree to any mediation. In the event that a
24 grievance is not resolved in mediation either party may proceed to arbitration according to the terms
25 of this Article.

26 **Section 4.**

27 **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved
28 employee (and his/her union representative if the employee wishes) within ten (10 working days from

1 the date the employee should have known of the occurrence, to the first level of supervision outside
2 the bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the matter
3 and notify the employee in writing within ten (10) working days from the date the grievance was
4 received. If a grievance is not pursued by the employee and his/her representative to the next level of
5 supervision within ten (10) working days from the date the Step 1 response is due or received, the
6 grievance shall be presumed resolved.

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

15 **Step 3.** If the grievance has not been resolved to the Union's satisfaction, the Union
16 representative shall then present the grievance in writing to the Department Director for investigation,
17 discussion, and written reply. The Department Director shall make a written decision available to the
18 aggrieved employee with a copy mailed to the Union and the Director of Labor Relations (hereinafter
19 "OLR Director") within ten (10) working days from the date the Step 3 grievance is received.

20 Grievances at Step 4 and beyond must be processed through the Union's business representatives.

21 **Step 4.** Should the Department Director not resolve the grievance to the satisfaction
22 of the Union, the Union shall submit the grievance in writing to the OLR Director or his/her designee
23 within fifteen (15) working days from the date the Step 3 response was received or due, whichever
24 occurs first. The OLR Director or his/her designee shall schedule a hearing within fifteen (15)
25 calendar days from the date of receipt of the written Step 4 grievance. Both parties to the grievance
26 shall be entitled to call witnesses on their behalf. All such hearings shall be closed for the purpose of
27 maintaining confidentiality, unless otherwise mutually agreed to. The OLR Director or his/her
28 designee shall render a decision within ten (10) working days of the hearing.

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

- 4 a. Article or Articles the County has allegedly violated;
- 5 b. details or nature of the violation;
- 6 c. position of party who is referring the grievance to arbitration;
- 7 d. questions which the arbitrator is being asked to decide; i.e., issues
8 statement; and
- 9 e. remedy sought.

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

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

20 a. The arbitrator shall have no power to render a decision that will add to, subtract
21 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
22 interpretation or application of the expressed terms of this Agreement. All other matters shall be
23 excluded from arbitration.

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

27 c. The parties agree that the decision or award of the arbitrator shall be final and
28 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of

1 work, or lockout during such conferences or arbitration.

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

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

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

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

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

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

22 **Section 1. Master Schedule.** It is agreed that for each classification in the bargaining unit,
23 the employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining
24 unit members. Prior to implementing any large-scale changes to a master schedule, the employer
25 agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted
26 for bid by the employees for a period of time to be determined by the parties, but not to exceed
27 fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be
28 posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation.

1 If schedules for a unit (Classification, Personal Recognizance Investigator, and Clerical) have not been
2 changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened
3 for a rebid.

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

7 **Section 3.** Employees are allowed to request specific duty assignments; however, nothing in
8 this Agreement shall preclude management from making duty assignments based on the operational
9 needs of the department. All requests shall be considered and a determination shall be made based on
10 the seniority of the employee, unless such request is in conflict with the identified and communicated
11 operational needs of the department.

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

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

21 **Section 6. Meal Breaks.** An unpaid meal break of not less than thirty (30) minutes or more
22 than one (1) hour shall be allowed approximately midway through each shift. The length of the
23 bargaining unit's meal break at the time of the signing of this Agreement shall remain in effect unless
24 conditions of the agency change and a change in working hours is required. If such does occur, the
25 employer agrees to meet with the Union to negotiate the terms of the change. The work day of the
26 Corrections Program Specialists and Personal Recognizance Investigators shall include a one-half
27 (1/2) hour paid meal. During this paid meal the Corrections Program Specialists and Personal
28 Recognizance Investigators shall be available for work.

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

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

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

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

19 **Section 1.** Employees are encouraged to seek advancement within their specific work units as
20 well as within the County as a whole. In order to promote such, the department shall post
21 announcements informing employees of open recruitment opportunities within all County
22 departments. Should a promotional position become available within the bargaining unit, bargaining
23 unit members are required to compete for such in accordance with the procedures set forth in the
24 County Personnel Guidelines for the Career Service.

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

28 **Section 2. Special Assignments.** When a special assignment is available for unit members,

1 such assignment will be posted in a public place. All interested bargaining unit members shall be
2 given the opportunity to apply for the special assignment regardless of work location, shift, or job
3 assignment. In selecting unit members for such assignments, management will consider, among
4 other factors, including each member's qualifications, the desirability for all members to have an
5 opportunity to work special assignments.

6 **ARTICLE 14: OVERTIME AND CALLBACK**

7 **Section 1. Overtime.**

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

12 **b.** Employees shall be paid at the rate of time-and-one-half (1-1/2)) the employee's
13 regular rate for all hours paid in excess of forty (40) hours in the work week. When a bargaining unit
14 member works overtime, compensation for such shall be at one and one-half (1-1/2) times the
15 employee's regular hourly rate as defined by the Fair Labor Standards Act. No overtime shall be
16 worked, unless the employee has received prior approval from his/her supervisor to work the
17 necessary overtime hours.

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

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

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

28 **Section 2. Callback.** All bargaining unit members who are called back to work after

1 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.
2 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked
3 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be
4 called out more than once in a twenty-four (24)-hour period.

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

11 **Section 4.** In lieu of overtime pay, an employee may request compensatory time off at the
12 rate of time and one half for each hour of overtime that was worked. Compensatory time will be
13 mutually agreed to; provided, however, a maximum of eighty (80) replenishable compensatory time
14 hours may be carried in an employee’s balance at any one time. All remaining compensatory time
15 balances as reported in the pay period that includes December 31st of each calendar year shall be
16 cashed out in that pay period. Employees agree that it would be an undue hardship to request to use
17 compensatory time during a period the unit is below minimum staffing levels and their absence must
18 be covered through calling-in another employee on overtime. In those circumstances where regular
19 staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this scheduling restriction shall
20 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, 2015, except
4 for the range adjustments for Corrections Program Specialist and Personal Recognizance Investigator
5 classifications, which shall take effect December 17, 2016:

6 **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.			
* Employees in the Occupational Education and Training Coordinator classification are currently pursuing a reclassification appeal to the County Personnel Board. At such time as their appeal is complete, the County agrees to re-open to bargain the wages for the involved employees.			

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

27 **a.** Upon completion of the six (6) months of satisfactory service an employee's salary
28 shall be advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at

1 Step 2, it shall be advanced to the next higher step, upon completion of six (6) months satisfactory
2 performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the
3 appointing authority.

4 **b.** Annual Step Incentive Increases shall be effective the first of January each calendar
5 year.

6 **Section 3. Special Duty Pay.** Employees who are assigned in writing (including by
7 electronic mail) by their supervisor to perform the duties of a higher classification for any period of
8 time, shall receive approximately five percent (5%) additional compensation for all such hours(s)
9 worked.

10 **Section 4. 2015 Wages.** Effective January 1, 2015, employees' rates of pay shall be
11 increased by 2.00% for a Cost-of-Living Allowance (COLA). Retroactive pay shall be provided as a
12 lump sum pursuant to separate Compensation Settlement Agreement.

13 **Section 5. 2016 Increase.** Effective January 1, 2016, employees' rates of pay shall be
14 increased by 2.25% for a Cost-of-Living Allowance (COLA). Retroactive pay shall be provided as a
15 lump sum pursuant to separate Compensation Settlement Agreement.

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

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

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

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

27 **ARTICLE 16: JURY DUTY**

28 **Section 1. General.** An employee required by law to serve on jury duty shall continue to

1 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.
2 However, once relieved or dismissed for the day from duty by the court, the employee is required to
3 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.
4 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the
5 employee shall be required to work his/her next regularly scheduled shift which has a starting time of
6 twelve (12) hours or more after dismissal.

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

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

13 **ARTICLE 17: REDUCTION IN FORCE**

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

17 **Section 2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,
18 employees shall be laid off in accordance with their seniority with first consideration given to job
19 class within the bargaining unit and second consideration given to total consecutive employment
20 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid
21 off. No regular or probationary employee shall be laid off while there is a Temporary employee
22 serving in a position which a regular or probationary employee is qualified to fill.

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

27 **Section 4. Order of Recall.** The names of laid off employees will be placed on a re-
28 employment list in order of seniority at time of layoff. Such list will remain in effect for a period of

1 two (2) years or until all laid off employees are rehired with the County, whichever comes first.

2 **ARTICLE 18: AUTOMOBILE EXPENSE**

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

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

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

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

13 **Section 3. Education Incentive.**

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

19 • The employee must have been employed by the Department for at least one full year
20 prior to the reimbursement request.

21 • The individual must be pre-approved for the specific degree program and will only
22 be reimbursed for necessary coursework or credits that are taken after approval.

23 • All requests for pre-approval shall be submitted to the Director with copies to the
24 Facility Commander and Finance.

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

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

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

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

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

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

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

- The Director shall make the final decision within 14 calendar days of receiving the recommendation. This decision shall be in writing and if denied, shall include reasons for the denial. There shall be an annual limit of ten (10) employees who can receive tuition reimbursement during any calendar year.

ARTICLE 20: SAVINGS CLAUSE

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

Section 2. Replacement. If a determination or decision is made pursuant to Section 1 of this Article that part of this Agreement is in violation of federal, state, or local law, the parties to this

1 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

2 **Section 3. Compliance.** Should this Agreement or any Section or Article be found not in
3 compliance with federal regulations, and where compliance with such regulations is required as
4 condition for the receipt and expenditure of federal funds, the employer and the Union agree to
5 immediately convene and re-negotiate the Agreement, Section, or Article with such regulations.

6 **ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING**

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

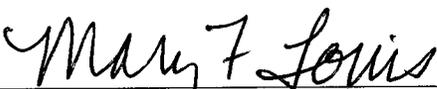
1 **ARTICLE 22: DURATION**

2 Upon ratification, this Agreement shall be effective January 1, 2015 through December 31,
3 2016. 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.
6

7
8 APPROVED this 11 day of AUGUST, 2016.

9
10
11
12 By: 
13 King County Executive
14

15 SIGNATORY ORGANIZATION:
16

17 
18 Mary F. Louis
19 Staff Representative
20

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.

ADDENDUM B

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, COUNCIL 2, LOCAL 21AD DEPARTMENT OF ADULT & JUVENILE DETENTION

ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING (AS AMENDED TO EXCLUDE \$500 LUMP SUM COALITION PREMIUM PAYMENT); 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

Agreement:

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

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements (“wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits”) of current collective bargaining agreements (CBAs) are “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a “Total Compensation” agreement that will be effective January 1, 2017 or later, as agreed to by the parties. “Total Compensation” elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these “Total Compensation” elements as well as county initiatives that include but are not limited to “Employer of the Future” and “Standards.” It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of “Total Compensation”) is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the

Washington State Council of County and City Employees, Council 2, Local 21AD - Department of Adult and Juvenile Detention

080C0116_Addendum B_000U0414_TotalComp_2015-2016(as amended)

King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

1. The COLA increases outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Megan Pederson, Interim Director
Office of Labor Relations
King County Executive Office

7.28.16
Date

For Washington State Council of County and City Employees,
Council 2, Local 21AD:



Mary F. Louis
Business Representative

Date

ADDENDUM C

Memorandum of Agreement

By and Between

King County

and

Washington State Council of County and City Employees, Council 2

SUBJECT: Paid Parental Leave - Benefit Pilot for 2016

Introduction:

The parties, King County and the union referenced above, enter into this agreement for the purpose of implementing King County Ordinance 18190, an Ordinance that authorizes a 2016 pilot program of Paid Parental Leave for leave-eligible King County employees. This Agreement is entered into under the authority granted by said Ordinance, which is attached to this Memorandum of Agreement (MOA) as Exhibit 1 and incorporated herein by reference.

Brief Summary of Ordinance 18190:

The 2016 Paid Parental Leave Benefit Pilot (Pilot) provides leave-eligible employees Paid Parental Leave to supplement paid sick leave, vacation leave, executive leave and other forms of paid leave. The Pilot ensures that an employee will receive the equivalent of the employee's salary for up to a total of twelve (12) weeks, when combined with the employee's accrued paid leaves, except for one week of sick leave and one week of vacation leave (or the equivalent for Benefit Time), while on a qualifying approved leave following the birth, adoption or foster-to-adopt placement of a child with the employee ("qualifying event").

Eligible employees are those who have been employed with the County for at least six (6) months of continuous service at the time of the qualifying event. An employee's supplemental Paid Parental Leave benefit would be calculated based on the employee's existing leave accruals at the time of the qualifying event, while permitting the employee to reserve one week of sick leave and one week of vacation leave (or the equivalent for Benefit Time). The duration of the Pilot is from June 1, 2016, through December 31, 2016, expiring on January 1, 2017.

Agreement:

The parties agree that leave-eligible employees, covered by the terms of the collective bargaining agreements (CBAs) for the bargaining unit(s) listed below, are eligible for the 2016 Pilot under the terms included both in this MOA and in Exhibit 1, Ordinance 18190. This includes, but is not limited to, the specific duration, conditions, restrictions, and eligibility requirements provided in each of these two (2) documents. Additionally, the parties acknowledge that the King County Human Resources Division will establish process and documentation requirements for implementation/administration of this Pilot.

The undersigned union has agreed to the King County Code changes whereby Family and Medical Leave (KCFML) will run concurrent to the federal Family and Medical Leave Act (FMLA), as provided by Ordinance 18191, by way of either: 1) the union's signature to the 2015-2016 Coalition Total Compensation Memorandum of Agreement (Document 000U0414_TotalComp_2015-2016; Ordinance 17916), or 2) the union's signature to this MOA.

ADDENDUM C

King County Ordinance 18191, which enacts the KCFML/FMLA concurrency Code changes, is attached as Exhibit 2 and incorporated herein by reference.

The parties further acknowledge that:

This Agreement supersedes any and all CBA provisions or current practices which may conflict with the terms of this MOA or the underlying Ordinances;

While on paid parental leave, employees shall retain and continue to accrue seniority in accordance with the terms specified in the applicable collective bargaining agreement;

All parties have fulfilled their obligation to engage in collective bargaining over the subjects referenced in this Agreement; and

Any dispute regarding the interpretation and/or application of this Agreement shall be resolved through discussion by the parties in Labor/Management Round Table, or if the issue is department specific, in a meeting between the Office of Labor Relations Director or his/her designee and a Union Coalition Co-Chair or his/her designee. A department representative and/or King County Alternative Dispute Resolution (ADR) staff person may also be invited to participate in this discussion. Disputes will under no circumstances be resolved through the CBA, Career Service or Civil Service Rules grievance processes, but will alternatively be resolved through a process that utilizes ADR staff in a manner agreed to by the parties.

Effective Dates:

This Agreement is effective June 1, 2016. The Pilot (Ordinance 18190) expires on January 1, 2017. The FML King County Code changes (Ordinance 18191) will not expire.

Conclusion:

This MOA, along with the Ordinances referenced herein, constitutes the full and final agreement between the parties on the topic of the Paid Parental Leave Benefit Pilot. The terms of this Agreement may not be changed, modified or continued beyond the expiration date without the express written authorization (and ratification as may be required) of the parties.

For King County:



Megan Pedersen
Interim Director
Office of Labor Relations
King County Executive Office

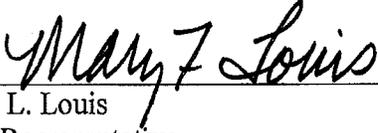
ADDENDUM C
Memorandum of Agreement
By and Between
King County
and
Washington State Council of County and City Employees, Council 2

SUBJECT: Paid Parental Leave Pilot Benefit for 2016

Labor Organization: Washington State Council of County and City Employees, Council 2

cba code	Labor Organization	Contract
080	WSCCCE, Council 2, Local 21AD	Department of Adult & Juvenile Detention

For Washington State Council of County and City Employees,
Council 2, Local 21AD:



Mary L. Louis
Staff Representative



Date