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

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AGREEMENT BETWEEN
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LOCAL 21-AD
AND KING COUNTY

ARTICLE 1: POLICY AND PURPOSE

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

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

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

ARTICLE 2: SECURITY OF THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4: MANAGEMENT RIGHTS

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

a. recruit, examine, select, promote, transfer, evaluate and train Employees of its choosing, and to determine the times and methods of such actions;

b. assign and direct the work; assign overtime, utilizing the procedures agreed to under the provision of Article 14; develop and modify classification specifications as well as assignment for the salary range for each classification and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign Employees to those duty stations;

c. reduce the work force due to lack of work, funding or other cause consistent with efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or dismiss Employees for just cause;

d. establish reasonable work rules; assign the hours of work and assign Employees to shifts and days off in accordance with procedures set forth in the master schedule established by this Agreement. (Article 12. Section 1.); and

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

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

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

ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN

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

ARTICLE 6: HOLIDAYS

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

a. New Year's Day

b. Martin Luther King Jr.'s Birthday

c. President's Day

d. Memorial Day

e. Independence Day

f. Labor Day

g. Veteran's Day

h. Thanksgiving Day

i. The Day After Thanksgiving

j. Christmas Day

k. Each regular full-time employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be accrued on the first day of October and one day shall be accrued on the first of November each year. Regular part-time employees shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work. Holidays shall be observed in accordance with RCW 1.16.050, as amended.

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

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

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

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

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

ARTICLE 7: VACATION LEAVE

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

Length of Service		Annual Leave in Days Accrued per Year of Service
Upon Hire through end of year	5	12
Upon beginning of year	6	15
Upon beginning of year	9	16
Upon beginning of year	11	20
Upon beginning of year	17	21
Upon beginning of year	18	22
Upon beginning of year	19	23
Upon beginning of year	20	24
Upon beginning of year	21	25
Upon beginning of year	22	26
Upon beginning of year	23	27
Upon beginning of year	24	28
Upon beginning of year	25	29
Upon beginning of year	26 and beyond	30

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: SICK LEAVE

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

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

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

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

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

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

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

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

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

- the employee has been employed by the county for twelve months or more and has worked a minimum of one thousand, forty hours in the preceding twelve months;
- the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a parent of the employee's spouse or domestic partner; and
- the reason for the leave is one of the following:

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

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

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

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

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

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

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

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

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

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

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

Section 10. Donation of Vacation and Sick Leave Hours.

A. Vacation leave hours.

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

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

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

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

B. Sick leave hours.

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

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

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

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

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

ARTICLE 9: MISCELLANEOUS LEAVE TIME

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

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

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

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

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

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

ARTICLE 10: LIMITED DUTY

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

ARTICLE 11: DISPUTE RESOLUTION PROCEDURES

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

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

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

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

Section 4.

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

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

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

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

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

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

a. Article or Articles the County has allegedly violated;

b. details or nature of the violation;

c. position of party who is referring the grievance to arbitration;

d. questions which the arbitrator is being asked to decide; i.e., issues statement; and

e. remedy sought.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 13: POSITION OPENINGS AND PROMOTIONS

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

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

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

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

ARTICLE 14: OVERTIME AND CALLBACK

Section 1. Overtime.

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

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

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

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

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

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

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

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

ARTICLE 15: WAGES

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

cba Code: 080 **Union Code(s): D2**

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

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

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

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

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

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

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

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

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

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

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

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

discussing what, if any, wage adjustments should be made for classifications in this bargaining unit. It is agreed that any agreed to wage adjustment would be effective no earlier than January 1, 2012.

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

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

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

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

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

ARTICLE 16: JURY DUTY

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

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

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

of Executive Services.

ARTICLE 17: REDUCTION IN FORCE

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

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

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

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

ARTICLE 18: AUTOMOBILE EXPENSE

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

ARTICLE 19: EDUCATION AND TRAINING PROGRAM

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

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

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

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

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

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

ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING

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

ARTICLE 22: DURATION

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

APPROVED this 11th day of May, 2012.

By: _____
King County Executive

SIGNATORY ORGANIZATION:

Diana Prenguber
Diana Prenguber
Staff Representative

ADDENDUM A

Overtime Scheduling Procedures for Local 21-AD

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

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

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

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

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

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

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

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

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

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

Section 3. Planned Overtime Scheduling.

a. Planned overtime shall be assigned on a seniority basis;

b. Staff shall first be scheduled at the facility to which they are assigned;

c. Remaining overtime shifts shall be assigned to available persons from either facility (availability shall be determined via communication between supervisors after the initial overtime assignments have been made).

Section 4. Unplanned Overtime Scheduling.

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

Section 5. Mandatory Overtime Needs.

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

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.