

	Coalition Labor Agreement (CLA) - Appendix for [080]	
	Agreement Between King County	
	And	
	Washington State Council of County and City Employees, Council 2, Local 21AD	
	Department of Adult & Juvenile Detention (D2)	
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1 **ARTICLE 1: POLICY AND PURPOSE**

2 **Section 1.1. Policy.** These Articles, together with the Coalition Labor Agreement (CLA)
3 constitute an Agreement, the terms of which have been negotiated in good faith between King
4 County (the County) and the Washington State Council of County and City Employees, Council 2,
5 Local 21AD (the Union). This Agreement shall be subject to approval by ordinance by the
6 Metropolitan King County Council (the Council) of King County Washington. If the parties
7 discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement, the
8 parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

9 **Section 1.2. Purpose.** The intent and purpose of this Agreement is to promote the continued
10 improvement of the relationship between King County and its employees represented by the Union,
11 and to set forth the negotiated wages, hours, and working conditions of such employees in this
12 bargaining unit, in addition to the provisions bargained in the CLA. The CLA shall apply to the
13 individual bargaining unit's employees as follows:

14 A. All CLA superseding and non-superseding provisions, unless otherwise noted in
15 this Appendix or in the CLA.

16 **Section 1.3. Equal Employment Opportunity Grievances.** Alleged violations of Coalition
17 Labor Agreement (CLA) Article 39 Equal Employment Opportunity may be the subject of a
18 grievance filed up to and including Step 3 of the grievance procedure set forth in Article 26 of CLA.
19 Under no circumstances shall grievances alleging solely a violation of this provision be subject to the
20 arbitration clause of Article 26 of the CLA.

ARTICLE 2: SECURITY OF THE PARTIES

Section 2.1. Membership. The County 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 whose classifications are listed in Article 11, Wages.

Section 2.2. Temporary Employees. Temporary employees shall be defined as per King County Code, as amended. 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 2.3. Employment Lists. The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) calendar 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 2.4. 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 2.5. 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 member to cease engaging in such a work stoppage.

Section 2.6. 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 3.1. File Review by Member. Any bargaining unit member shall have the right to examine their own departmental personnel files. Reasonable requests for copies of material contained in personnel files will be approved. 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 3.2. 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 3.3. 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 their attention prior to placement in the file. The employee may request that their own documentation be attached to any related document placed in their personnel file.

Section 3.4. Letters of Corrective Counseling shall be removed from the Department personnel files twelve (12) months after issuance, but shall be retained in Internal Investigations Unit (IIU) files as required for records retention and documentation of notice.

Section 3.5. 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 3.6. 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.

Section 3.7. Seniority. Where the term seniority is used in this Appendix, seniority shall be defined as length of service within a classification. An employee who leaves the bargaining unit shall retain their previously accrued seniority if they return within two (2) years from the date of departure from the bargaining unit. When a bargaining unit member is assigned to a temporary assignment (e.g. loan out, Special Duty, or Work Out of Classification) their seniority shall continue to accrue within their base classification in the bargaining unit.

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

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

Section 3.8. 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.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1. It is recognized that the County 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 County 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 10; 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 9. Section 9.1.); and

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

Section 4.2. All of the functions, rights, powers and authority of the County not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the County.

1 **ARTICLE 5: HOLIDAYS**

2 **Section 5.1. Holiday Observance and Pay.**

3 **A. Holiday Observance.** All employees shall take holidays off (up to eight hours)
4 using holiday leave if eligible on the day of observance, pursuant to CLA Article 10, unless their
5 work schedule requires otherwise for continuity of services, as determined by the County. The day of
6 observance shall be pursuant to CLA Article 10, except that employees assigned to a mission critical
7 24/7 work group shall observe New Year's Day, Juneteenth, Independence Day, Veteran's Day, and
8 Christmas Day on the actual date, even when they fall on a Saturday or Sunday.

9 **B. Work on Holiday.** If an employee works on an observed holiday, they shall be
10 paid at the rate of one-and-one-half (1.5) their base rate of pay for all regular hours worked, and the
11 employee shall receive an additional eight (8) hours of pay at the straight-time rate, or eight (8) hours
12 of leave to be added to their accrued vacation, at the employee's option.

13 **C.** Annually, no later than February 1, employees shall make a selection for how they
14 want their holiday leave hours credited for the year (pay or leave) through the following January 31
15 when they work on a holiday. In the event the employee does not indicate a preference, the employee
16 shall receive pay. Additionally, each employee shall have the right once annually, after February 1st,
17 to change their selection one time.

18 **D. Furlough on Holiday.** If a holiday falls on an employee's furlough day, the
19 employee shall be eligible for eight (8) hours of leave to be added to their accrued vacation bank,
20 pursuant to CLA Article 10.

21 **E.** Leave added to the vacation bank under this Article will be subject to all of the
22 same provisions as accrued vacation contained throughout this Agreement.

23 **Section 5.2.** Regular part-time employees shall receive pro-rated holiday benefits (pay and
24 leave) in the same manner as outlined in this Agreement.

25 **Section 5.3.** When an employee's scheduled work day spans two (2) calendar days, the
26 holiday shall be considered to have occurred (be observed) on the shift which begins on a holiday.

1 **ARTICLE 6: VACATION USE AND SCHEDULING**

2 **Section 6.1. Increments of Use.** Vacation may only be requested for use in one-quarter hour
3 increments, at the discretion of the Department Director or Division Director.

4 **Section 6.2. Vacation Scheduling.**

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

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

15 **C.** Vacation requests within seventy-two (72) hours of the start of the shift or during
16 the shift shall be reviewed for approval on a case-by-case basis, and shall not be approved if the
17 approval would result in mandatory overtime.

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

ARTICLE 7: MISCELLANEOUS

Section 7.1. Union Release Time. Authorized Union representatives shall be allowed up to ten (10) hours of release time collectively per month for resolving complaints, grievances, and other legitimate Union business with the County. The Union shall inform the County of the names of authorized representatives who may use the release time. Prior to using any of the above-designated time, employees will submit written requests to their supervisor for prior approval. The release of Union representatives as provided for in this section shall not be unreasonably denied. The Union shall provide the Department with as much notice as possible of the need for such leave. The Department shall determine the method of tracking the ten (10) hours per month, and may require that activities be recorded by the Union representative on a time sheet provided by the supervisor. Any excess usage over ten (10) hours in a one (1) month period shall be submitted as a Union Leave request and subtracted from the Union Leave Bank pursuant to Section 3. Time spent attending the monthly Labor-Management Meeting, or time spent in negotiations to bargain a successor bargaining agreement, shall not count toward the ten (10) hour allotment.

Section 7.2. Union Leave Bank. 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 deduction of one (1) vacation hour annually by each employee in the bargaining unit, excluding probationary employees. When the bank contains two hundred (200) hours or more, annual deductions will not occur until the bank has dropped below two hundred (200) hours.

The Union shall inform the County of the names of authorized representatives who may use the release time. The County will administer the leave bank account and will process and approve leave requests for Union Leave according to the same process and criteria used for vacation leave requests, provided that the Union president has notified the County that the employee is approved to use the Union Leave. Union representatives shall indicate their use of Union Leave time on absence request forms, and indicate start and end times of hours used. Participating Union representatives will not be required to use Union Leave to attend Labor/Management meetings, or to attend negotiations for a successor bargaining agreement where the parties have negotiated paid release time. The Union retains sole discretion to determine which representatives have access to the Union

1 Leave bank and which activities qualify for Union Leave use, but the payroll process for the use of
2 Union Leave shall be determined by the County.

3 **Section 7.3. Background Checks for Access to Criminal Justice Databases.** The
4 Department is an authorized participant in the ACCESS/WACIC system run by the Washington State
5 Patrol and is required to conform to all established policies and procedures established by the
6 Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall
7 conduct a background re-investigation every five years for all employees who use or work on the
8 connection to these systems.

9 **Section 7.4. Limited Duty.** The County's "Transitional Duty for Employees with
10 Temporary Medical Restrictions" Policy (PER 22-6-1-EP), as amended, shall apply to all employees.

1 **ARTICLE 8. UNFAIR LABOR PRACTICE(S) RESOLUTION**

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

ARTICLE 9: ASSIGNMENTS AND HOURS OF WORK

Section 9.1. Master Schedule. It is agreed that for each classification in the bargaining unit, the County and the Union shall meet and confer to discuss a master schedule(s) for all employees. Prior to implementing any large-scale changes to a master schedule, the County 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 9.2. 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 9.3. Employees are allowed to request specific duty assignments; however, nothing in this Agreement shall preclude the County 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 seniority of the employee, unless such request is in conflict with the identified and communicated operational needs of the Department.

Section 9.4. Work Week. The normal work week shall consist of five (5) consecutive days on and two (2) consecutive days off resulting in forty (40) hours of work for the week. The work week shall begin on Saturday at 12:00 a.m. (0000) and end on Friday at 11:59 p.m. (2359).

Section 9.5. 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. When an employee's regular work schedule is changed by the Department, or through an open bid process, the employee may submit a request to adjust their assigned scheduled start and end times by up to sixty (60) minutes, also known as flextime. All requests for flextime must be preapproved.

Section 9.6. Meal Breaks.

A. 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 County agrees to meet with the Union to negotiate the terms of the change.

B. 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 9.7. 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 County shall establish reasonable rules governing the taking of such relief period consistent with state law.

Section 9.8. 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 9.9. 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) calendar 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 10: OVERTIME AND CALLBACK

Section 10.1. 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) the employee's hourly rate 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 hourly rate as defined by the Fair Labor Standards Act.

C. No overtime shall be worked, unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

D. 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.

E. 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.

F. Overtime will be on a voluntary basis except when mandatory overtime may be required by the department pursuant to Addendum A, Section A.5.

Section 10.2. 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 10.3. Court Appearances. Bargaining unit members who are required to "stand by"

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

6 **Section 10.4.** In lieu of overtime pay, an employee may request compensatory time off at the
7 rate of time and one half for each hour of overtime that was worked. Compensatory time will be
8 mutually agreed to; provided, however, a maximum of eighty (80) replenishable compensatory time
9 hours may be carried in an employee's balance at any one time. All remaining compensatory time
10 balances as reported in the pay period that includes December 31st of each calendar year shall be
11 cashed out in that pay period. Employees agree that it would be an undue hardship to request to use
12 compensatory time during a period the unit is below minimum staffing levels and their absence must
13 be covered through calling-in another employee on overtime. In those circumstances where regular
14 staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this scheduling restriction shall
15 not apply.

ARTICLE 11: WAGES

Section 11.1. Wages. The following list is a complete listing of classifications and pay ranges which may be covered by this Agreement, pursuant to Article 2, Section 2.1:

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
6215100	623201	Personal Recognizance Investigator	55
5242200	524212	Volunteer Coordinator	56
Pay ranges shall be equivalent to those listed on the King County Squared Table.			

Section 11.2. Step Increases. Employees shall receive within-range increases from one (1) step to the next higher step, upon successful completion of the probationary period and annually thereafter as provided below.

A. Upon successful completion of the probation period an employee's salary shall be advanced one step, if the employee's initial salary is at Step 1 or 2. An increase beyond Step 2 upon successful completion of the probationary period 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 11.3. 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.

1 **Section 11.4.** All Temporary staff will be paid at the first step of the salary schedule of the
2 classification whose duties they are hired to perform.

3 **Section 11.5.** Employees who translate a language in the workplace identified by
4 management as a language for which translation activity is necessary will be paid five hundred
5 dollars (\$500.00) per year. The stipend shall be paid to eligible employees per pay period on a pro-
6 rated basis. Eligible employees shall be required to pass a language proficiency test administered by
7 the County.

1 **ARTICLE 12: REDUCTION IN FORCE**

2 **Section 12.1. Notice to Union.** The County will notify the Union in writing in advance of
3 any anticipated layoff of a regular employee and will make a good faith attempt to meet and confer
4 with the Union prior to implementation, for the purpose of exploring alternatives to a reduction in
5 force.

6 **Section 12.2. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,
7 employees shall be laid off in accordance with their seniority with first consideration given to job
8 class within the bargaining unit and second consideration given to total consecutive employment
9 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid
10 off. No regular or probationary employee shall be laid off while there is a Temporary employee
11 serving in a position which a regular or probationary employee is qualified to fill.

12 **Section 12.3. Bumping Rights.** In lieu of layoff, a regular or probationary employee may
13 request a demotion to a position in a lower classification formerly held by the employee being laid off
14 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the
15 employee who is being bumped.

16 **Section 12.4. Order of Recall.** The names of laid off employees will be placed on a re-
17 employment list in order of seniority at time of layoff. Such list will remain in effect for a period of
18 two (2) years or until all laid off employees are rehired with the County, whichever comes first.

ARTICLE 13: EDUCATION AND TRAINING

Section 13.1. General. The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 13.2. 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 13.3. Education Incentive.

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

- The employee must have been employed by the Department for at least one full year prior to the reimbursement request.
- The individual must be pre-approved for the specific degree program and will only be reimbursed for necessary coursework or credits that are taken after approval.
- All requests for pre-approval shall be submitted to the Director or designee with copies to the Division Director or designee and Finance.
- Employees partially through a program may submit for pre-approval but shall only be reimbursed for any remaining necessary coursework or credits.
- All pre-approval requests must be submitted at least thirty (30) calendar days before the start of any coursework subject to reimbursement.
- Annual limit in accordance with IRS regulations.

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

1 reimbursement shall be whether or not the program has a direct relationship to the employee's work
2 and provides a corresponding benefit to the Department. The request shall be processed in the
3 following manner:

4 • The pre-approval request must be submitted at least sixty (60) calendar days before
5 the start of any coursework subject to reimbursement.

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

8 • The Panel shall make their recommendation to the Director in writing with the
9 reasons for the recommendation within fourteen (14) calendar days of reviewing the request and shall
10 provide a copy of the recommendation to the employee.

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

ARTICLE 14: CONCLUSION OF COLLECTIVE BARGAINING

In addition to the CLA, this Appendix constitutes the entire Agreement between the County 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 that are limited to this bargaining unit, 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 Memorandum of Agreement (MOA). Such MOAs require the signature of the bargaining unit President, an authorized representative of the Union, and the Director of the Office of Labor Relations or their designee and may require approval by the King County Council.

For King County:

DocuSigned by:

Diana Joy

7/11/2022

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Diana Joy, Labor Relations Manager
Office of Labor Relations
King County Executive Office

For the Union:

DocuSigned by:

Suzette Dickerson

7/11/2022

558CF35390AF418...

Suzette Dickerson, Staff Representative
Washington State Council of County and City
Employees, Council 2, Local 21AD

DocuSigned by:

Steve Barber

7/11/2022

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Steve Barber, President

ADDENDUM A

Overtime Scheduling Procedures

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

Section A.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. The number of required overtime posts and 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 operational necessity exists. Whenever this provision is used, the Department shall document the reason why and provide it to the Union. Any misuse of this provision shall be subject to the grievance procedure.

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 A.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 employees 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, by location. 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

1 that they are willing to work. The list shall be faxed to the other facility on the 21st day of each
2 month.

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

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

9 **Section A.3. Planned Overtime Scheduling.**

- 10 a. Planned overtime shall be assigned on a seniority basis;
11 b. Priority will be given to staff who work at the same location;
12 c. Remaining overtime shifts shall be assigned to available persons from either
13 facility (availability shall be determined via communication between supervisors after the initial
14 overtime assignments have been made).

15 **Section A.4. Unplanned Overtime Scheduling.**

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

21 **Section A.5. Mandatory Overtime Needs.**

22 The need for mandatory overtime shall normally be determined by the Director (or their
23 designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels
24 fall below that which is needed to address essential/critical functions. The supervisor(s) shall assess
25 work load and operational needs to determine minimum staffing levels and shall make every effort to
26 utilize the overtime list, and two (2) staff members splitting a shift shall be acceptable. In general,
27 supervisors shall extend those on duty to cover mandatory overtime needs.

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

Classification: Primary interviews; disciplinary hearings and restrictive housing reviews.

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.

Reverse seniority shall be used to determine availability of employees 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.

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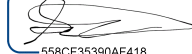
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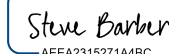
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