May 12, 1995 270:ord95

Introduced by GREG NICKELS

Proposed No. 95 - 367

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ORDINANCE NO.

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and WSCCCE, Local 2084, representing employees in the the Department of Youth Services; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

The Collective Bargaining Agreement negotiated between King County and WSCCCE, Local 2084, representing employees in the department of youth services and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 220d day of aur_, 19<u>95</u> PASSED by a vote of 12 to 0 this 19th day of

____, 19<u>**95**.</u>

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Kent Puller

ATTEST:

APPROVED this

day of \(\sqrt{\mathbb{k}} \)

King County Executive

AGREEMENT BETWEEN WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 2084 AND KING COUNTY

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AGREEMENT BETWEEN WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEE **LOCAL 2084** AND KING COUNTY

These Articles constitute an Agreement, terms of which have been negotiated in good

faith between the King County Labor Negotiating Team and the Union subscribing thereto.

This Agreement shall be subject to approval by ordinance by the County Council of King

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County, Washington.

ARTICLE 1: PURPOSE

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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.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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Department of Youth Services. (a) On-call employees shall be defined as all employees, other than regular full-time and regular part-time employees, doing bargaining unit work. On-call 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 and vacation relief. On-call employees are supplementary to the regular work force and shall not be used to supplant regular employees or undermine the integrity of the master

Section 1. Recognition: The County Council recognizes the Union as the exclusive

bargaining representative for all regular full-time, regular part-time and on-call employees,

excluding RN's, LPN's, nurse practitioners, Wide Area Network Administrator, managerial

(i.e., department head, managers and coordinators) and confidential employees, of the

Section 2. Union Membership: It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an association fee. It shall also 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 (30) day following the beginning of such employment, become and remain members in good standing in the Union or pay an association fee: provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate membership in a church or religious body that, through bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations, in which case the employee shall pay an amount of money equivalent to the regular union dues and initiation fee 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 and initiation fee. The employee shall furnish written proof that such payments have been made.

Section 3. Dues Deduction:

Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Washington State Council of County and City Employees and shall transmit the same to the treasurer of WSCCCE.

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit 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 provisions upon presentation of proper evidence thereof.

ARTICLE 3: RIGHTS OF MANAGEMENT

of the Employer include, but are not limited to:

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1. Recruit, examine, select, promote, transfer and train Employees of its choosing, and to determine the times and methods of such actions; 2. Assign and direct the work; develop and modify class specifications as well as assignment for the salary range for each classification and allocate positions to those

Agreement, to manage the affairs of the County and to direct its work force. Such functions

It is recognized that the Employer retains the right, except as otherwise provided in this

duty stations and assign Employees to those duty stations.

3. Reduce the work force due to lack of work, funding or other cause consistent with efficient management; discipline, suspend, demote or dismiss Employees for just cause;

classifications; determine the methods, materials and tools to accomplish the work; designate

4. Establish reasonable work rules; assign the hours of work and assign Employees to shifts of its designation. 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.

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. King County and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

Should the parties desire to amend or supplement the terms of this agreement, such amendments or supplements shall be in writing and must be signed by the Union, the Department Director and by the Director of Human Resources or his or her designee.

ARTICLE 5: EMPLOYEE RIGHTS

appropriate Career Service guidelines.

cause.

(a) Third Party Information: When the County initiates disciplinary action in response to a charge or complaint by a third party, the employee shall be apprised of the allegation, reports or documentation will be made available to the employee and the accusing party shall be identified.

Section 1. Just Cause Standard: No employee shall be disciplined except for just

Section 2. Disciplinary Action: Disciplinary action shall be in accordance with

(b) If the County determines to bring disciplinary action against an employee for any reason, the employee shall be notified in writing and be apprised of his or her rights of appeal and representation as provided for in the Administrative Guidelines for the Career Service and in the provisions of Article XI, Grievance Procedure, of this Agreement. Selection by the employee of one procedure will preclude access to the other. Said selection shall be made no later than the conclusion of Step 1 of the Grievance Procedure.

Section 3. Counseling Letters: The employee and/or a representative may examine the employee's personnel files in the offices of the agency if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be brought to his or her attention prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, management retains the material in the file, the employee shall have the right to insert contrary documentation into the file. If the affected employee believes that a deficiency has been corrected, he or she may request, in writing, to have a review of the documentation included in his/her file. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. The Director of Youth Services will determine staff authorized for access to personnel files. All persons with the exception of the Department of Youth Services Personnel staff shall record access to employee files. Counseling letters which are

not incorporated into either the spring review or fall performance appraisal will be removed from the employee's personnel file after one year.

Section 4. Class Specifications: When the term, "performs related work as required", is incorporated into the text of an official class specification as a representative example of work, the assignment of such work on a regular and ongoing basis shall be within the basic program or schematic concept of the classification. Except as agreed to by the Union and management, employees shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

Section 5. Right to Representation: Employees shall have the right to representation at all levels on any matter affecting their conditions of employment.

Section 6. Mileage:

- (a) All employees who have been authorized to use their own transportation on County business shall be reimbursed at the basic mileage reimbursement rate established by the King County Council by Ordinance for the first two hundred (200) miles per month. Employees required to travel in excess of two hundred miles per month shall be reimbursed for all miles above two hundred at a rate which is two cents (2cts) per mile greater than the basic mileage reimbursement rate but shall not exceed the IRS allowable rate.
- (b) Should the County Council increase the basic mileage reimbursement rate for other County employees during the term of this Agreement, then the same rate will be extended to employees covered by this Agreement.
- Section 7. Loss of Essential Personal Property: Employees who unavoidably suffer a loss or damage to essential personal property while on duty shall have same repaired or replaced at County expense, provided that such reimbursement shall not exceed three hundred dollars (\$300.00). Paperwork necessary to process claims covered under this section will be initiated by the County with due speed upon receipt of the claim from the employee.
- Section 8. Subcontracting: The County will not contract or sub-contract work when such action will cause lay-off of regular employees, unless such should become required by state or federal law.

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Section 9. Safety Standards: No employee shall be directed to work in a condition that does not comply with minimum accepted safety practices or standards, or in a condition, location or assignment which would constitute a hazard to the employee's health or well-being. The County shall provide appropriate staff for the care, supervision and transportation of youth.

Section 10. Reclassified Positions: The County will advise the Union in writing and in advance about the creation of any new or reclassified position. Such notification will include a list of duties and responsibilities, along with a statement of 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 and the salary range for a new position. Should the parties fail to reach a mutual agreement on the matter of inclusion, 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 County will make a good faith attempt to fill the disputed position on a temporary basis with a qualified employee from within the existing bargaining unit.

Section 11. Leave of Absence: On-call employees shall be granted the privilege of maintaining a position on the "call list" for a period of up to ninety (90) days if they are to be absent from the County for the above-stated period of time; providing they have notified their Division Manager or designated representative, in writing, of their absence. This privilege shall also apply to employees who wish to take a leave of absence on medical grounds.

Section 12. Examinations for Graveyard Personnel: In order to ensure that employees working graveyard shift receive adequate rest the night before taking a qualifying or promotional examination or interview, upon presentation of a written request from the employee to change a shift (to include switches between any shift in detention) and an accompanying signed agreement from the employee who is to switch with the employee proposing to take the examination, Department of Youth Services management will make every effort to approve this rearrangement of shift schedules, provided the switch does not

result in any overtime payments. If the examination is for a Department of Youth Services promotional position and the employee is unsuccessful in rearranging his/her schedule, the affected employee may contact the Office of Human Resource Management which will attempt to accommodate the employee by rescheduling the examination.

Section 13: Communicable Diseases: The subject of communicable diseases is an appropriate subject for labor-management meetings. The Union shall have the right to make requests for appropriate training and equipment.

ARTICLE 6: HOLIDAYS

Section 1.a. Celebrated Holidays: All regular employees shall be granted the following holidays with pay:

Holiday	Date Celebrated
New Year's Day	January 1st
Martin Luther King Jr's	Third Monday in January
Birthday	
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

and any day(s) designated by public proclamation of the Chief Executive of the State as a legal holiday.

- b. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.
- c. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- d. Work performed on holidays shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular holiday pay.
- e. *Personal Holidays*: 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 of October and one day shall be accrued on the first of November of each year. Regular part time employees receive pro-rated personal holidays consistent with Section 1(a) herein. These days may be used in the same manner as any vacation day earned.
- Section 2: Holiday Compensation: Regular full-time employees shall receive time and one-half for all hours worked on a holiday listed in Section 1(a) above. This overtime compensation for hours actually worked on a holiday shall be in addition to the eight straight

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time hours of holiday pay. Regular full time employees who do not work the holiday, shall either receive an additional days pay or shall at their option, receive a substitute holiday, use of which must be scheduled seven days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash. Regular part time employees assigned to work on a holiday shall be paid overtime for the actual hours worked. In addition to the overtime compensation for actual hours worked, regular part-time employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be for the employees regularly scheduled working hours. Regular part-time staff will not be compensated for holidays falling on days which they are not regularly scheduled to work.

Section 3. Multiple Shifts:

- a. Multiple shift employees will observe holidays on the dates and days as set forth in Section 1(a) hereof with the provisions of Section 1(b) not being applicable.
- b. Employees not on a multiple shift will observe holidays in accordance with the provisions of Section 1(a) and 1(b) hereof.

Section 4. On-Call Employees: On-call employees do not accrue holidays. On-Call employees who actually work on the traditional holiday date for New Year's Day (January 1st), Martin Luther King's birthday (third Monday in January), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25th), shall be compensated at one and one-half times the regular hourly rate of pay for all hours worked on the holiday.

ARTICLE 7: VACATIONS

Section 1. Every regular employee shall receive vacation benefits as indicated in the following table:

Years of Service	Monthy Vacation Credit	Equivalent Annual Vacation	Maximum Vacation Accumulation
Service	Creun	Credit	Allowed
0 to 6 mos.	(inclusive)		
Upon completion of six months service,			
employees will be credited with 40			
hours.			
More than 6	6-2/3 hours	80 hours	160 hours
months but less than 3 years			•
than 5 years			
More than 3 years but less than 12	10 hours	120 hours	240 hours
years years	·		
12 or more years	13-1/3 hours	160 hours	320 hours

a. Pro-Rated Benefits for Part Time Employees: Management agrees to grant regular part-time employees vacation leave based on a prorated formula, i.e., prorated in accordance with the number of hours worked in the month and in the total number of months in continuous County employment.

Section 2. Loss of Monthly Accrual: No employee shall earn the equivalent of a month's vacation credit during a month when the employee is absent without pay for more than three (3) working days. Employees absent without pay for less than eleven (11) working days for medical reasons shall earn one half (1/2) the equivalent of a month's vacation credit.

Section 3. Vacation Preference: Vacation preference requests for a period beginning April 1 and ending the following March 31 must be received by Management not later than the March 1 preceding the 12 month period during which the vacation is being requested in order

WSCCCE, Local 2084 - Department of Youth Services January 1, 1995 - December 31, 1997 Page 12

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to receive scheduling preference. All vacation preference requests shall be made on D.Y.S.

Form No. 4010. Vacation preference requests shall be granted on the basis of seniority within classification provided that judicial proceedings, youth services, and essential facility operations are properly staffed at all times. Employees will be notified by April 1 in regard to approval or disapproval of their requests.

Vacation requests received after March 1st shall be considered and approved on the basis of date of request. Employees shall be advised within thirty (30) days of the date of the request as to approval or disapproval of the request.

Section 4. Vacation Carryover:

- a. Regular employees may continue to accrue additional vacation beyond the maximum specified herein if excess accrued vacation will be lost as a result of cyclical workloads or work assignments. Requests for vacation carryover shall be made in writing to the employee's Section Manager not later than December 10th of the year in which the excess vacation accrues. Excess vacation accrued not used on or before December 31 of each year shall be forfeited except as provided herein.
- b. Regular employees who leave King County employment for any reason will be paid for their unused vacation, up to the maximum specified herein. All employees shall forfeit any excess accrual on December 31st of each year except as provided in Section 4 (a) herein.
- c. Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued in their prior position while they are in a probationary status in their new position subject to the approval of the Director or designee.
- Section 5. On-Call Employees: On-call employees shall not earn any vacation benefits.

ARTICLE 8: SICK LEAVE

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Section 1. Accrual of Sick Leave: Every regular employee shall accrue eight (8) hours of sick leave pay for each credited month of service. However, no employee shall earn the equivalent of a full month's sick leave credit during a calendar month when the employee is absent without pay for more than three (3) working days. Employees absent without pay for less than eleven (11) working days during any one month for medical reasons shall earn onehalf (1/2) the equivalent of a month's sick leave credit.

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Section 2. Use of Sick Leave: Regular employees are eligible for payment of accrued sick leave for the following reasons:

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(a) Employee illness;

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(b) Non compensable injury of an employee (e.g., those injuries not eligible for worker's compensation payments);

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(c) Leave of absence under the County's Family and Medical Leave Ordinance.

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(d) Employee exposure to contagious diseases and resulting quarantine;

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(e) Employee keeping medical, dental or optical appointments if authorized by the employee's supervisor.

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Section 3. Minimum Sick Leave Increments: In any instance involving use of a

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be one half (1/2) hour. The Department Director shall be responsible for control of abuse of

fraction of a day's sick leave the minimum charge to the employee's sick leave account shall

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injury, as evidenced by a statement from a doctor or other licensed healing arts practitioner.

the sick leave privilege. Employees may be required to furnish verification of any illness or

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Said verification may be requested of an employee by the Department in advance of the

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employee's notice of intent to use sick leave, or at the time the employee notifies the supervisor of his/her intent to use sick leave. Sick leave requests shall be made upon forms

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Section 4. Notification Regarding Sick Leave Usage: All employees shall notify their immediate supervisor, or designee, of their intention to use sick leave. Notification of

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WSCCCE, Local 2084 - Department of Youth Services January 1, 1995 - December 31, 1997 Page 14

prescribed by the Department Director.

intention to use sick leave shall normally be given with as much advance notice possible before tour of duty is to begin.

Section 5. Family/Medical Leave:

Family/Medical leave may be approved:

- (a) When the employee certifies that no other person is available and capable of providing care of the ill or injured family member.
- (b) For accompanying or transporting immediate family members to a doctor, dentist or other licensed healing arts practitioner, providing the immediate family member is a minor child, is infirm or cannot reasonably get to and from the appointment without the employee's aid.
- (c) Employees may use Family/Medical leave in accordance with King County Ordinance. If the County modifies-the Ordinance, it will negotiate with Local 2084 over the changes.
- Section 6. Substitution of Sick Leave for Vacation: An employee injured or becoming ill while on vacation may substitute sick leave for vacation as provided by Section 2 of this Article.
- Section 7. Unapproved Uses of Sick Leave: No employee shall be entitled to sick leave while absent from duty due to sickness or disability sustained while on leave of absence without pay.
- Section 8. Termination and Subsequent Return to Employment: Termination of an employee's continuous service, except by reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave accrued at the time of such termination. Should an employee resign in good standing and return to employment within two (2) years, all accrued sick leave will be restored.
- Section 9. Immediate Family: For purposes of this contract, a member of the immediate family is construed to mean persons related by blood or marriage or legal adoption as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister or grandchild of the employee or any relative continually living in the employee's

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also be construed as being members of the immediate family. Section 10. Effect of Outside Employment: Sick leave because of an employee's

household. Other distant relatives who have resided in the home for at least one (1) year shall

physical incapacity will not be approved when the injury or illness is directly traceable to employment other than with the Department of Youth Services.

Section 11. Depletion of Sick Leave: If an employee takes more sick leave than has been earned, such overdrawn sick leave will automatically be charged to credited vacation or holiday time. If no vacation or holiday credits available, such overdrawn sick leave will automatically be deducted from the employee's pay.

Section 12. Leave Without Pay: When a regular employee, due to illness or disability, exhausts all accrued sick leave, the County, if requested, may authorize leave of absence without pay for the duration of that employee's illness or disability; providing, there is a reasonable expectation the employee will be able to return to work within six (6) months. The employee shall have the option of utilizing any or all accrued leave prior to requesting leave without pay. In the event that an employee is physically unable to return from a leave of absence after six months, such employee may apply to the Director, Office of Human Resource Management for an extension for an additional six months along with verification from his/her attending physician. Such application shall be first submitted to the DYS Section Manager. The Director of Human Resources or his/her designee, shall notify the employee of his/her decision within 30 days of the date the request was submitted by the employee.

Section 13. Sick Leave Cashout: King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30) days. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement.

Section 14. Probationary Employees: Employees who are in a probationary status shall not be denied the valid use of accrued sick leave.

Section 15. Sick Leave Usage on Holidays: In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it will not be charged to sick leave.

Section 16. On-Call Employees: On-call employees shall not earn any sick leave benefits. However, employees who are unable to work due to illness shall not lose their position on the "call list", unless said illness prevents them from working for a period exceeding ninety (90) days.

Section 17. Family/Medical Leave Ordinance: The use of leave shall not be less than provided by the County's Family/Medical Leave Ordinance.

Section 18. Pro-Rated Sick Leave for Part Time Employees: Management agrees to prorate sick leave for regular part-time employees based on the number of hours worked per month.

Section 19. Proper Use of Sick Leave: It is agreed between the parties that the accrual of sick leave is a benefit granted to employees through the collective bargaining process. Inasmuch, the Union agrees to inform its members of the appropriate use of sick leave.

Section 20. Sick Leave and Regular Shifts: Sick leave shall be payable only for absences from a regularly scheduled work shift.

Section 21. Shared Leave: Employees may share leave with other County employees in accordance with King County Ordinance on this subject. In the event the ordinance on shared leave is changed, the changes will be offered to Local 2084 for its concurrence.

Section 22. Jury Duty: There shall be a one day schedule adjustment provided that employees must notify management at least two weeks in advance of serving on jury duty in order to allow his/her schedule to be adjusted if the jury duty would require the employee to serve on his/her regularly scheduled day off.

ARTICLE 9: HOURS OF WORK AND OVERTIME

Section 1. Except as otherwise provided in this article, the standard bi-weekly work period shall consist of seventy two (72) hours. The normal work day shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days one week and three (3) consecutive days the next week according to the master work schedule.

a. The starting times, work schedules and work location for on-call employees shall be determined by the employer.

Section 2. Master Schedule:

- a. The County shall maintain a master schedule in effect on June 29, 1992, that includes both the job slots and the employees occupying those slots., except as provided for in Subsection 2(b) and 2(c) hereof. The parties agree that alternate work schedules may be utilized that are mutually agreed upon by the employee and the employer. All alternate schedules shall be reduced to writing with copies to the Union and the King County Office of Human Resource Management.
- b. Changes in the job slots identified, in the Master Schedule may be made by the County, to insure that judicial proceedings, youth services and essential facility operations are properly staffed, after the master schedule is established. The County shall notify the Union of changes in job slots. Assignments of employees to these changed job slots shall be made by:
 - 1. Any new job slot added to the master schedule shall be posted for bid to all employees within the classification.
 - 2. Collapse or combination of units shall be done in the following manner:
 - a. Advise affected unit staff of reorganization and allow them to bid for any slot within the classification (free bid).
 - b. Remaining employees within affected unit may exercise bumping rights over anyone in the classification, as contained in Article 10 of this Agreement.

Section 3. Temporary Reassignment For JSO Employees

a. Reassignment: Reassignment for the purposes of this section means: Assignment to different duties and location within classification, while retaining the same days off and shift.

- (1) The Department may temporarily reassign employees as operation necessity dictates. Represented examples of operational necessity include:
 - a. An employee is unable to work in his/her assignment due to an investigation in progress by a law enforcement agency, Child Protective Services or DYS.
 - b. There is a documented conflict between co-workers and a solution is being addressed by a management plan of action.
 - c. There is a specific training need for staff.
 - d. In cases of hall closure, staff will be temporarily reassigned as floaters within their classification and shift and days off.
 - e. There is a specific job function which must be performed by an employee of the same sex as the youth or youths involved.
 - f. In emergency situations where building, staff or resident safety and security is threatened.
 - g. To relieve staff within the same classification for personal breaks.
- (2) Management shall make a reasonable effort to reassign employees on an equitable basis.
- (3) Temporary reassignments, as indicated above, shall not alter the shift or days off of any individual.
- Section 4. In case of emergency, an unforeseen combination of circumstances or the resulting state that calls for immediate action, employees may be required upon short notice to work different shifts, or hours, or days, for the period of the emergency only.
- Section 5. Except as otherwise provided in this Article, employees shall be paid at a rate of time and one-half (1.5X) for all hours worked in excess of forty (40) hours per week, exclusive of the meal period. Provided however, full time detention employees who work a

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double shift shall be paid overtime (1.5X) for that double shift so long as they have not called in sick or taken a leave without pay day during that week. Sick leave hours shall not be included for the purposes of determining whether the forty (40) hour overtime threshold has been met. Non-detention employees and staff not on a clock, shall be paid overtime (1.5X) for all hours worked in excess of forty (40) in one week. Sick leave or leave without pay shall not be included for the purposes of determining whether the forty (40) hour overtime threshold has been met. Provided further in a short week, if a non-detention employee or an employee not on a time clock, elects compensatory time in lieu of straight time pay for hours worked in excess of thirty-two (32) but less than forty (40), such compensatory time shall be earned at time and one-half. Normally, overtime work shall require prior approval of the individual's supervisor; however, overtime work may be approved after it is performed, provided sufficient justification is made.

a. Overtime. On-call employees shall be compensated at one and one-half times the regular regular hourly rate of pay base rate of pay for all hours worked in excess of 40 hours in a work week. The work week is defined as Sunday through Saturday.

Section 6. An employee may request and with the approval of the Section Manager or designee may receive time off in lieu of overtime pay. Such time to be on an time and one-half basis.

Section 7. A minimum of four (4) hours at overtime rate shall be allowed for each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at overtime rates. Call-out shall be defined as that circumstance when an employee, having completed the assigned shift and departed the premises, is requested by the County to return to work. Time actually spent at the work place shall be compensated for in accordance with this Section. The provisions of this section shall not apply to meeting and training sessions requiring a return to work.

Section 8. Mandatory Training or Mandatory Meetings: Regular full time employees who are required by management to attend training sessions or meetings shall be paid overtime

on an hour for hour basis if such training or mandatory meeting falls outside of their scheduled work shift.

Section 9. Work Out of Classification:

- a. All work outside of classification and temporary assignments shall be assigned in writing by the Department Director or designee prior to the work being performed.
- b. *Temporary Assignments:* From time to time employees within a classification may be asked to perform duties that are different from work currently performed (e.g., special assignments, pilot projects, acting capacity). These assignments are limited in duration (90 days or less). The employer and the Union will negotiate any extension beyond 90 days.
 - c. Recruitment for special assignments will occur as follows:
 - Management will circulate among all staff a description of the nature of the special assignment, the applicable salary level, and desirable qualifications.
 Interested candidates will be invited to apply to the appointing authority.
 - 2. The nature of the application, and the selection process will be determined by management.
 - 3. The appointing authority will make the final decision.
 - 4. The Department agrees to limit the designation of lead worker to the Lead Juvenile Detention Officer, JPC, Cook and Gang Intervention Specialist II classifications.

Lead Juvenile Detention Officers will perform duties assigned to them including assignment to work as Juvenile Supervision Officer (JSO), Juvenile Control Officer (JCO), or Detention Supervisor (formerly Juvenile Correction Officer Supervisor). The increase in pay to Range 44 for Lead Juvenile Detention Officers shall be their total compensation for assignment to work in any of these job classifications. There shall be no additional premium or out-of-class pay.

ARTICLE 10: REDUCTION IN FORCE

Section 1. Employees selected for lay off as a result of reduction of work and/or a shortage of funds shall be laid off according to seniority in classification (see Wage Addendum).

Section 2. An employee designated for lay off within a specific classification may, on the basis of total agency seniority, bump a less senior employee in any job classification previously worked at the agency, provided:

- a. That at least a six-month probation period was satisfactorily completed; and,
- b. The demonstrated job performance in the former classification was at an acceptable standard.

Section 3. Seniority Tie-Breaker: In the event there are two or more employees within the Department of Youth Services with the same classification, title and seniority, the lay off shall be based upon total agency seniority.

Section 4. Leaves of Absence: For purposes of this Agreement, seniority shall be defined as length of continuous service without a break in that service.

- a. Calculation of seniority will be accomplished by automatically crediting each individual, at the beginning of the calendar year, with the number of regular hours he/she would be scheduled to work during the remainder of the calendar year (2088 hours for fulltime staff, 1392 hours for 2/3 time staff, 1044 hours for halftime staff). Any leave-without-pay hours will then be subtracted from total agency and classification time as they are taken throughout the calendar year.
- b. Regular, part-time employees will accrue seniority, based on a prorated formula in accordance with the number of hours worked during the calendar year, not to exceed a fulltime accrual rate.
- c. No employee shall lose seniority due to an absence caused by an on-the-job injury or military leave.

Section 5. On-Call Credit Towards Probationary Period: On-call employees shall not accrue seniority. However, provided there is no break in service on-call employees who are

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subsequently hired as regular employees shall be able to apply fifty percent (50%) of straight-time hours worked in on-call positions toward the probationary period required of all new regular employees. Credit for hours worked shall be rounded to the nearest half month.

Example: Employee works 800 hours immediately preceding appointment to regular position.

The probation period is reduced from six (6) months to three and one-half (31/2) months (800 X 50% = 400 - 174 = 2.30 or 2.5 months credit.

Section 6. Bumping Rights: Employees laid off or bumped due to lack of work or lack of funds shall have re-employment rights to the same kind and level of position held at the time of lay off if such a position becomes available within two (2) years from the date of lay off. Said employees shall have the right to reinstatement prior to any promotional process. In such cases, the seniority status accrued at the time of lay off shall be reinstated when the employee returns to regular employment with the agency.

Section 7. Cash Out Upon Layoff: Employees shall be paid in cash upon lay off for any vacation accrued or may elect to retain their vacation accrual for one (1) year to be restored to the employees when recalled to work. If the employee is not recalled within one (1) year, a cash payment shall be made for the accrued amount.

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ARTICLE 11: GRIEVANCE PROCEDURE

King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and, to this end, the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

On-call employees shall have, beginning with date of hire, access to the Grievance Procedure as set forth below for issues other than termination and suspension. Access to the Grievance Procedure for termination and suspension shall become available after an on-call employee has worked 1044 non-overtime hours.

Section 1. Definition: A grievance is defined as an alleged violation of any terms of this Contract to include wages, hours and working conditions.

Section 2. Procedure:

Step 1 - DYS Personnel Officer: A grievance shall be presented verbally and in writing by the aggrieved employee (and his/her selected representative if the employee wishes) or a W.S.C.C.C.E. Representative within fourteen (14) calendar days of the occurrence, or knowledge thereof, of such grievance to the DYS Personnel Officer. The DYS Personnel Officer shall gain all relevant facts and shall attempt to adjust the matter and will notify the employee, in writing, within fourteen (14) calendar days. If the employee wishes to amend and/or clarify the original submission, he/she may do so up to the time at which the DYS Personnel Officer is required to respond to the grievant. If same occurs, the DYS Personnel Officer shall be allowed three (3) calendar days beyond the fourteen (14) calendar day time limit to respond. In the event the Union is not satisfied with the response at step 1, it may elect to appeal through the Administrative Guidelines for Career Service to the Personnel Board. If this election is opted, it must be selected before the grievance is advanced to Step 2. Selection of one procedure will preclude access to the other. If a grievance is not pursued to

presumed resolved.

Step 2 - Department Director: If, after thorough discussion with the DYS Personnel Officer, the grievance has not been satisfactorily resolved, the employee and his/her representative shall submit the written grievance, utilizing the Official Grievance Form provided by the Union. The written grievance shall then be presented to the Director or designee by the Union President or designee for investigation, discussion and written reply. The Director or designee shall meet with the aggrieved employee and the Union President or

the next level by presenting it to the Director within fourteen (14) calendar days, it shall be

designee, and shall make a written decision available to the aggrieved employee within fourteen (14) calendar days. If the grievance is not pursued to the next higher level within fourteen (14) calendar days, it shall be presumed resolved.

Step 3 - Arbitration: If, after thorough evaluation, the decision of the Department Director has not resolved the grievance, either party may request arbitration within fourteen (14) calendar days and must specify the exact question which it wishes arbitrated. Should arbitration be chosen, the parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the United States Federal Mediation and Conciliation Service (USFMCS). Alternatively, the parties may agree to select an arbitrator from a panel of five arbitrators from the Dispute Resolution Panel furnished by the Public Employment Relations Commission (PERC). The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator, shall be asked to render a decision within thirty (30) days of the hearing and the decision of the arbitrator shall be final and binding on both parties.

(a) The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

(b) The arbitrator's fees and expenses shall be borne by the losing party or as assigned by the arbitrator.

Section 3: Legal Authority: No matter may be arbitrated which the County, 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 RCW 41.56. There shall be no strikes, cessation of work or lockout during such conferences or arbitration. Each party shall bear the cost of any witnesses appearing on that party's behalf. The parties may mutually agree to waive any of the above steps.

Section 4: Parties to the Agreement: Inasmuch as this is an agreement between the County and Local 2084, no individual may without Union concurrence, make use of the provisions of this Article.

ARTICLE 12: NON-DISCRIMINATION

The employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory handicap.

ARTICLE 13: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. No Work Stoppages: The County and the Union agree that the public interest requires efficient and uninterrupted performance of 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 bonafide, or other interference with county functions by employees under this Contract and, should same occur, the Union agrees to take appropriate steps to end such interference.

Any concerted action by employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Union's Responsibilities: Upon notification in writing by the County to the Union that any of its members are engaged in 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 employees to cease engaging in such a work stoppage.

Section 3. Disciplinary Action: Any employee who commits any act prohibited in this section will be subject to the following action or penalties:

- a. Discharge.
- b. Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN

	Section 1.	Insurance	Committee:	The County	will provid	de a medical,	dental and	life
insura	nce plan for	all regular	employees;	such to be as	determined	d by the Insu	rance Comm	nittee
or its	successor.							

Section 2. On-Call Employees: On-call employees shall not be eligible to receive medical/dental/life insurance coverage. However, on-call employees who have worked 1044 straight-time hours shall receive a fifty cents (\$.50) per hour premium in lieu thereof for each hour worked thereafter. Additionally, individuals who become employed in regular positions shall have fifty percent (50%) of straight-time hours worked counted for purposes of eligibility for medical/dental/life insurance benefits, provided there is no break in service.

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ARTICLE 16: POSITION OPENINGS AND JOB BIDDING

Section 1. Vacant Positions: Prior to the initiation of any competitive process to fill a vacant bargaining unit position, any member of the bargaining unit holding the same classification as that of the vacant position shall be given the opportunity to bid for the vacant position. Such bidding shall be accomplished in the following manner.

- a. Job bid requests may be initiated at any time (see subsection d(2) below).
- b. The number of requests each employee may initiate is not limited.
- c. If two or more employees bid on one position, appointment will be made on the basis of seniority within the classification. In the event of equal seniority, agency seniority shall prevail. In the event that agency seniority be tied, selection shall be at the sole discretion of the Section Manager.
 - d. Restrictions:
 - 1. Employees must indicate:
 - (a) **Detention Services:** Detention services staff may bid within classification for shift, days off, unit assignment and floater status. JSO staff may also bid for unit. Units are defined as:

Juvenile Supervision Officers:

Intake
Escort
Control
Court Runner
Girls
Boys
Drug/Alcohol

- (b) For Court Services:
 - 1. shift
 - 2. unit assignment, floater position or job function of intake or probation for the City unit.
- (c) For Facilities And Kitchen:
 - 1. shift
 - 2. days off
- (d) For All Other Classifications:

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- 2. Bid requests must be initiated prior to the date of the initial position coming vacant. For the purpose of this section, the date of the initial position coming vacant means the date notice is provided to the Director.
- 3. Employees must accept job when offered as result of bid. If not, employee's name will be removed from bid system for six (6) months.
- 4. Employees on probationary status may not participate in the bid system.
- 5. Employees may not change positions as a result of job bid request more than once in a twelve (12) month period.
- 6. When a job slot is accepted or rejected by the employee as a result of a bid, all other bids the employee has on file are canceled, subject to Article XVI, Sections 1(d), 3 and 5. Bids must then be resubmitted when the employee again becomes eligible.
- 7. Once bids are on file they remain indefinitely until canceled by the employee or canceled subject to No. 6 above.

Section 2. Position Openings: Position openings which result from the exercise of the provisions specified in Section 1 hereof shall be filled in accordance with OHRM Guidelines. The certification will be supplemented, if necessary, to ensure the referral of five regular departmental candidates who have passed the examination. There will be no limit to the number of referrals for regular departmental candidates who have passed the examination. If there is an insufficient number of regular departmental candidates who have passed the examination, the regular departmental candidate referral listed above can be supplemented with on-call workers who have passed the exam and who have worked 1044 hours in the classification.

The Department subscribes to the career ladder concept and will promote from within consistent with the dictates of good management practice.

Section 4. Hiring Decisions Not Grievable: Hiring decisions resulting from the process described in Section 2 of this Article shall be the sole province of management and as such are not grievable under the terms of this Agreement.

Section 5. Right of Return: Employees promoted who do not complete their probationary period shall have the right to return to the job slot previously held if still vacant or to a position in the same classification with full seniority rights.

Work time shall not be used for Union business, except as authorized by management for those union members necessarily a party to the processing of grievances or handling representational responsibilities. An employee elected or appointed to office in the Union which requires a part or all of his/her time may be given leave of absence without pay upon application and approval of management.

Management space and facilities may be used by the Union for the purpose of holding meetings subject to the established policies governing the use of institutional facilities.

Management supplies and equipment shall not be used in performing any function related to the activities of the Union.

ARTICLE 18: BEREAVEMENT LEAVE

Section 1. Amount of Bereavement Leave: Regular full-time employees shall be entitled to three (3) working days of bereavement leave a year due to death of members of their immediate family; this is not carried over into subsequent years, but starts anew each January 1.

Section 2. Use of Vacation or Leave Without Pay: In any instance where more than three (3) working days of leave are granted to an employee for a single bereavement, all leave in excess of the bereavement leave shall be charged to vacation, or leave without pay, as the

employee elects.

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ARTICLE 19: WAGE RATES

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Addendum A.

Section 2. Step Increases: Employees shall receive within-range increases from one

Section 1. Pay Ranges: Pay ranges and pay range assignments shall be as set forth in

- Section 2. Step Increases: Employees shall receive within-range increases from one step to the next higher step, upon satisfactory completion of the probationary period and annually thereafter as provided below:
- a. Upon completion of the probationary period, 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 given in the fourth quarter of each year, provided that employee's work performance and work habits are satisfactory.
 - c. Employees are eligible for a step increase on the basis of performance.
 - (1) Each employee whose current step placement is in Steps 2 through 9 and whose overall performance appraisal is satisfactory shall be granted a single step increase.
 - (2) Employees at Step 10 are not eligible for step increases.
 - (3) Employees receiving step increases as provided in (a) and (b) above whose current salary does not coincide with a step on the Pay Plan shall be advanced to a step on the Plan which shall be the next higher step after such incentive increases.
- d. Within Range Increases: All within-range increases are subject to the availability of funds. Within-range increases are not automatic, but shall be given only upon the affirmative action of the appointing authority.
- Section 3. 19925 Increase: Effective January 1, 1995, wage rates in effect on December 31, 1994 shall be increased by ninety percent (90%) of the CPI-W, All Cities Index, September 1994 September 1994. The actual increase shall be 2.7%.

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percenta	ge differe	ence betwe	een the A	All Cities CP	I-W Septemb	ber 1995 - S	Septembei	r 1996;	
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S	ection 6.	Wage R	e-openei	r: Upon the	conclusion o	f the Count	ty's ongoi	ng	
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ARTICLE 20: DURATION

This Agreement and each of its provisions shall become effective upon signing by both 2 parties and shall continue in full force and effect through December 31, 1997. Pay increases 3 shall be retroactive as specified in Article 19.

Contract negotiations for 1998 may be initiated by either party providing to the other written notice of its intentions to do so not less than thirty (30) days prior to September 1, 1997.

APPROVED this day of 1995.

UNION

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Kathleen L. Oglesby

Washington State Council of County and City Employees

Local 2084 - Youth Services

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Diana Barden-Prenguber, President, Local 2084

Washington State Council of County and City Employees

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