



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

November 19, 2001

### Ordinance 14257

**Proposed No.** 2001-0519.1

**Sponsors** Nickels, Pullen and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and memorandum of agreement  
3 negotiated by and between King County and Washington  
4 State Council of County and City Employees, Council 2,  
5 Local 2084-S (Juvenile Detention Division Supervisors)  
6 representing employees in the department of adult and  
7 juvenile detention; and establishing the effective date of  
8 said agreements.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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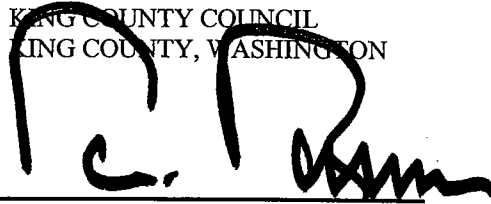
SECTION 1. The collective bargaining agreement and memorandum of agreement negotiated between King County and Washington State Council of County and City Employees, Council 2, Local 2084-S (juvenile detention division supervisors) representing employees in the department of adult and juvenile detention and attached hereto is hereby approved and adopted by this reference made a part hereof.

17                    SECTION 2. Terms and conditions of said agreements shall be effective from  
18                    January 1, 2001, through and including December 31, 2003.  
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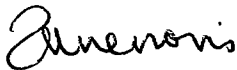
Ordinance 14257 was introduced on 10/29/01 and passed by the Metropolitan King  
County Council on 11/19/01, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,  
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.  
Hague, Mr. Thomas and Mr. Irons  
No: 0  
Excused: 0

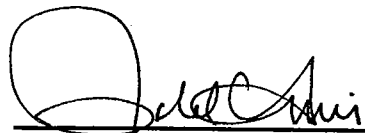
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Pete von Reichbauer, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 21 day of November, 2001.

  
\_\_\_\_\_  
Ron Sims, County Executive

**Attachments**            A. Collective Bargaining Agreement, B. Addendum A classification codes , C. General  
policy manual, D. Memorandum of agreement

1 AGREEMENT BETWEEN  
2 KING COUNTY  
3 AND  
4 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
5 COUNCIL 2, LOCAL 2084-S  
6 JUVENILE DETENTION DIVISION  
7 SUPERVISORS

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1 performance of the work and the accomplishment of the public purpose of  
2 DAJD and the Juvenile Detention Division.

- 3 • Perform other duties as contained in this Agreement

4 C. The JLMC will meet at least monthly unless the parties mutually agree to change  
5 the schedule provided that no more than sixty (60) days shall elapse between meetings. The  
6 responsibility for chairing meetings shall alternate each meeting between the Union and DAJD  
7 management. The chairperson shall function as a facilitator of JLMC deliberations in accordance  
8 with the principles of interest based bargaining. Each party will determine whether their chair  
9 assignment will be permanent or rotate among their members.

10 D. The parties agree that the JLMC will be comprised of equal representation of the  
11 County including one representative from the Office of Human Resources Management (OHRM) and  
12 the Union.

13 E. The JLMC does not waive or diminish management rights and does not waive or  
14 diminish Union rights of grievance or bargaining. Issues are to be discussed in an interest-based,  
15 collaborative manner and the JLMC may access the services of a mutually acceptable source of  
16 mediation services if consensus cannot be reached in a timely manner. The parties recognize that the  
17 JLMC may not be able to resolve every issue.

18 **Section 3.** All words under this Agreement shall have their ordinary and usual meaning  
19 except those words that have been defined under K.C.C. 3.12, as amended.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2       **Section 1. Recognition:** The County recognizes the Union as the exclusive bargaining  
3 representative for all employees, other than confidential employees, whose job classifications are  
4 listed in Addendum A and who work at in the Juvenile Detention Division of DAJD.

5       **Section 2. Union Membership:** It shall be a condition of employment that all employees  
6 covered by this Agreement who are members of the Union in good standing on the effective date of  
7 this Agreement shall remain members in good standing or pay an agency fee. It shall also be a  
8 condition of employment that all employees covered by this Agreement and hired or assigned into the  
9 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such  
10 employment, become and remain members in good standing in the Union or pay an agency fee.

11       **Section 3. Exemption:** Nothing contained in Section 2 shall require an employee to join the  
12 Union who objects to membership in the Union on the grounds of a bona fide religious objection, in  
13 which case the employee shall pay an amount of money equivalent to the regular union dues and  
14 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by  
15 the employee affected and the bargaining representative to which the employee would otherwise pay  
16 the dues and initiation fee. The employee shall furnish written proof that such payments have been  
17 made.

18       **Section 4. Dues Deduction:** Upon receipt of written authorization individually signed by an  
19 employee, the County shall have deducted from the pay of such employee the amount of dues as  
20 certified by the secretary of WSCCCE and shall transmit the same to its treasurer.

21       **Section 5. Indemnification:** The Union will indemnify, defend and hold the County  
22 harmless against any claims made and against any suit instituted against the County on account of any  
23 check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in  
24 error on account of the check-off provisions upon presentation of proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 It is recognized that the County retains the right, except as otherwise provided in this  
3 Agreement, to manage the business of the County and to direct its workforce. Such functions of the  
4 County include, but are not limited to:

5 A. Recruit, examine, select, promote, transfer and train employees of its choosing, and to  
6 determine the times and methods of such actions;

7 B. Assign and direct the work; develop and modify class specifications as well as assignment  
8 for the salary range for each classification and allocate positions to those classifications; determine  
9 the methods, materials and tools to accomplish the work; designate duty stations and assign  
10 employees to those duty stations;

11 C. Reduce the workforce due to lack of work, funding or other cause consistent with efficient  
12 management; discipline, suspend, demote or dismiss regular employees for just cause;

13 D. Establish work rules; assign the hours of work and assign employees to shifts of its  
14 designation;

15 E. All of the functions, rights, powers and authority of the County not specifically abridged,  
16 delegated or modified by this Agreement are recognized by the Union as being retained by the  
17 County;

18 F. The Union hereby waives its right to bargain changes to the employee Code of Conduct  
19 and the subject matters covered therein. Provided that such waiver shall only apply if the employer  
20 imposes the Code of Conduct attached hereto as Exhibit A. Implementation of any other provision of  
21 a Code of Conduct which is a mandatory subject of bargaining, must first be bargained with the  
22 Union. This waiver shall expire on May 1, 2002.

1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2       **Section 1. Waiver:** The parties acknowledge that during the negotiations resulting in this  
3 Agreement each had the unlimited right and opportunity to make demands and proposals with respect  
4 to any and all subjects or matters not removed by law from the area of collective bargaining and the  
5 understandings and agreements arrived at by the parties after exercise of that right and opportunity are  
6 set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive the  
7 right and each agrees that the other shall not be obligated to bargain collectively with respect to any  
8 subject or matter not specifically referred to or covered in this Agreement, even though such subject  
9 or matter may not have been within the knowledge or contemplation of either or both of the parties at  
10 the time they negotiated or signed this Agreement. All rights and duties of both parties are  
11 specifically expressed in this Agreement and such expression is all-inclusive. This Agreement  
12 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,  
13 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except  
14 for negotiations over a successor collective bargaining agreement.

15       **Section 2. Modification:** Should the parties agree to amend or supplement the terms of this  
16 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
17 Union, the Director of DAJD/designee and by the Director of OHRM/designee.



1 **ARTICLE 5: EMPLOYEE RIGHTS**

2       **Section 1. Just Cause Standard:** No regular employee shall be disciplined except for just  
3 cause.

4       **Section 2. Disciplinary Action:**

5           A. Disciplinary action shall be in accordance with Chapter 3.12 of the King County  
6 Code (K.C.C.).

7           B. When the County takes disciplinary action the employee shall be given notice of  
8 such action and, upon written request, reports or documentation will be made available to the  
9 employee.

10       **Section 3. Personnel Files:**

11           A. The employee and/or a Union representative may examine the employee's  
12 personnel files if the employee so authorizes in writing. Material placed into the employee's files  
13 relating to job performance or personal character shall be brought to his or her attention prior to  
14 placement in the file. The employee may challenge the propriety of including it in the files. If, after  
15 discussion, the County retains the material in the file, the employee shall have the right to insert  
16 contrary documentation into the file, or request the removal of a document that is in the file.

17           B. Unauthorized persons shall not have access to employee files or other personal data  
18 relating to the employee. The Director of DAJD/designee will determine staff authorized for access  
19 to personnel files maintained in DAJD. All persons with the exception of DAJD personnel, and  
20 Prosecuting Attorney staff shall record access to employee files.

21       **Section 4. Class Specifications:** When the phrase, such as "performs related work as  
22 required," is incorporated into the text of an official class specification as a representative example of  
23 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties  
24 and responsibilities of the classification. Except as agreed to by the Union and the County,  
25 employees shall not regularly and on an ongoing basis be assigned duties foreign to their  
26 classification.

27       **Section 5. Right to Representation:** Employees shall have the right to representation as  
28 defined by law and the terms of this Agreement.

1           **Section 6. Mileage:** All employees who have been authorized to use their own transportation  
2 on County business shall be reimbursed at the IRS rate.

3           **Section 7. Personal Property:** Employees whose personal property is damaged during the  
4 performance of their duties shall have same repaired or replaced at County expense; provided, that  
5 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork  
6 necessary to process claims covered under this Section will be initiated by the Division within one  
7 pay period upon receipt of the claim from the employee.

8           **Section 8. Subcontracting:** The County will not contract or subcontract work when such  
9 action will cause layoff of regular employees unless it is required by state or federal law.

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

15           **Section 10. Reclassified Positions:**

16           A. The County will advise the Union in writing and in advance about the creation of  
17 any new or reclassified position to be assigned to the Juvenile Detention Division of DAJD. Such  
18 notification will include a list of duties and responsibilities, along with a statement of the desirable  
19 qualifications.

20           B. The County and the Union will review and attempt to reach a mutual agreement in  
21 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified  
22 positions and the salary range for the new positions. Should the parties fail to reach a mutual  
23 agreement on the matter of inclusion, the matter will be referred to the Public Employment Relations  
24 Commission (PERC) for unit clarification. In the event that the County wishes to fill the position  
25 pending the unit clarification decision, the County will make a good faith attempt to fill the disputed  
26 position on a temporary basis with a qualified employee from within the existing bargaining unit.

1 **ARTICLE 6: HOLIDAYS**

2 **Section 1.**

3 **A. Celebrated Holidays:** All regular, probationary, provisional and term-limited  
4 temporary employees who work a full-time schedule shall be granted the following holidays with pay:

5

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
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

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18 and any day as declared by the president or governor and as approved by the council.

19 **B.** Whenever a holiday falls upon a Sunday, the following Monday shall be observed  
20 as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

21 **C.** Holidays paid for but not worked shall be recognized as time worked for the  
22 purpose of determining weekly overtime except for such time that sick leave is taken on the holiday.

23 **D.** Employees working multiple shifts will observe holidays only on the dates and  
24 days specified under Section 1.A, "Date Celebrated".

25 **Section 2. Personal Holidays:** Regular, probationary, provisional and term-limited  
26 temporary employees shall receive two (2) additional personal holidays to be administered through  
27 the vacation plan. One (1) day shall be accrued on the first of October and one (1) day shall be  
28 accrued on the first of November of each year. These days may be used in the same manner as any

1 vacation day earned.

2           **Section 3. Part-time Scheduled Employees:** Regular, probationary, provisional and part-  
3 time term-limited temporary employees who work a part-time schedule receive paid holidays based  
4 on their work schedule consistent with Sections 1 and 2 herein.

5           **Section 4. Holiday Compensation:**

6           A. Full-time employees who are eligible for holiday pay shall receive time and one-  
7 half (1-1/2) the regular rate of pay for all hours worked on a holiday listed in Section 1.A. above.  
8 This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)  
9 straight time hours of holiday pay. Employees who do not work the holiday shall either receive an  
10 additional day's pay or shall at their option receive a substitute holiday, use of which must be  
11 scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be  
12 compensated for in cash.

13           B. Part-time employees who are eligible for holiday pay and are assigned to work on a  
14 holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours  
15 worked. In addition to the holiday compensation for actual hours worked, the employees shall  
16 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay  
17 shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not  
18 be compensated for holidays falling on days which they are not regularly scheduled to work.

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1 **ARTICLE 7: VACATIONS**

2 **Section 1.**

3 **A.** Regular, probationary, provisional and term-limited temporary employees who  
4 work a full-time schedule hired after July 10, 1996 shall accrue vacation leave benefits as described in  
5 the following table:

6

<b>Full Years of Service</b>	<b>Equivalent/ Pro-Rated days (7.2 hours/day)</b>	<b>Annual Leave hourly accrual rate</b>
Upon hire through end of Year 5	12	0.0462
Upon beginning of Year 6	15	0.0577
Upon beginning of Year 9	16	0.0616
Upon beginning of Year 11	20	0.0770
Upon beginning of Year 17	21	0.0808
Upon beginning of Year 18	22	0.0847
Upon beginning of Year 19	23	0.0885
Upon beginning of Year 20	24	0.0923
Upon beginning of Year 21	25	0.0962
Upon beginning of Year 22	26	0.1001
Upon beginning of Year 23	27	0.1039
Upon beginning of Year 24	28	0.1078
Upon beginning of Year 25	29	0.1116
Upon beginning of Year and beyond 26	30	0.1154

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**B.** Full-time regular employees hired on or before July 10, 1996 shall accrue vacation  
25 leave benefits as described in the following table:

26  
27 County Vacation Accrual Schedule for Local 2084 employees hired on or before  
28 July 10, 1996:

**County Vacation Accrual Schedules**

**Employees hired on or before July 10, 1996 in the Department of Youth Services**

<b>Beginning Years of Active Service</b>	<b>Annual Leave in Days Per Year (** 7.2 Hour/Days)</b>	<b>Annual Leave in Hours</b>	<b>Accrual Rate Per Pay Day 78 Hrs. Semi-monthly Schedule</b>	<b>Hourly Accrual Rate (78 hrs. Semi-monthly Schedule)</b>
Upon hire through 12 mos.	12**	86.40	3.60	<b>0.0462</b>
Beginning of year 2	12**	86.40	3.60	<b>0.0462</b>
Beginning of year 3	12**	86.40	3.60	<b>0.0462</b>
Beginning of year 4	15	120.00	5.00	<b>0.0642</b>
Beginning of year 5	15	120.00	5.00	<b>0.0642</b>
Beginning of year 6	15	120.00	5.00	<b>0.0642</b>
Beginning of year 7	15	120.00	5.00	<b>0.0642</b>
Beginning of year 8	15	120.00	5.00	<b>0.0642</b>
Beginning of year 9	15	120.00	5.00	<b>0.0642</b>
Beginning of year 10	15	120.00	5.00	<b>0.0642</b>
Beginning of year 11	20**	144.00	6.00	<b>0.0770</b>
Beginning of year 12	20**	144.00	6.00	<b>0.0770</b>
Beginning of year 13	20	160.08	6.67	<b>0.0856</b>
Beginning of year 14	20	160.08	6.67	<b>0.0856</b>
Beginning of year 15	20	160.08	6.67	<b>0.0856</b>
Beginning of year 16	20	160.08	6.67	<b>0.0856</b>
Beginning of year 17	20	160.08	6.67	<b>0.0856</b>
Beginning of year 18	20	160.08	6.67	<b>0.0856</b>
Beginning of year 19	23**	165.60	6.90	<b>0.0885</b>
Beginning of year 20	24**	172.80	7.20	<b>0.0924</b>
Beginning of year 21	25**	180.00	7.50	<b>0.0962</b>

<b>County Vacation Accrual Schedules</b>				
<b>Employees hired on or before July 10, 1996 in the Department of Youth Services</b>				
<b>Beginning Years of Active Service</b>	<b>Annual Leave in Days Per Year (** 7.2 Hour/Days)</b>	<b>Annual Leave in Hours</b>	<b>Accrual Rate Per Pay Day 78 Hrs. Semi-monthly Schedule</b>	<b>Hourly Accrual Rate (78 hrs. Semi-monthly Schedule)</b>
Beginning of year 22	26**	187.20	7.80	<b>0.1001</b>
Beginning of year 23	27**	194.40	8.10	<b>0.1039</b>
Beginning of year 24	28**	201.60	8.40	<b>0.1078</b>
Beginning of year 25	29**	208.80	8.70	<b>0.1116</b>
Beginning of year 26	30**	216.00	9.00	<b>0.1154</b>
<b>Maximum Vacation Balance allowable is 60 days</b>				
(Sick Leave is accrued on each paycheck at the rate of:				
.04616 hours for each compensated hour, i.e., 3.6 hours/semi-monthly (7.2 hours/month)				

**Section 2.** Regular, probationary, provisional and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section 1; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

**Section 3.** Employees eligible for paid leave shall accrue vacation leave from their date of hire. Employees may accrue vacation leave each pay-period which may not be used until earned.

**Section 4.** Employees eligible for paid leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a paid leave eligible position, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

**Section 5.** Employees eligible for paid leave shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six months (6) of County service in a paid leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County

1 employment less mandatory withholdings.

2 **Section 6.**

3 A. One (1) vacation preference request will be granted for a single period of  
4 consecutive work days off for vacation for a period beginning April 1 and ending the following  
5 March 31. Such request must be received by the County no later than March 1. The vacation  
6 preference request shall be made on the appropriate Juvenile Detention Division form. Vacation  
7 preference request shall be granted on the basis of seniority within classification provided that judicial  
8 proceedings, youth services, and essential facility operations are properly staffed at all times.  
9 Employees will be notified by April 1 in regard to approval or disapproval of their requests.

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

13 **Section 7.** Employees eligible for paid leave may accrue up to sixty (60) days vacation  
14 calculated/adjusted to reflect the normal bi-weekly schedule not to exceed 432 hours. Employees  
15 eligible for paid leave shall use vacation leave beyond the maximum accrual amount prior to  
16 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will  
17 result in forfeiture of the vacation leave beyond the maximum amount unless the division manager  
18 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or  
19 other reasons as may be in the best interests of the County.

20 **Section 8.** Employees eligible for paid leave shall not use or be paid for vacation leave until it  
21 has accrued and such use or payment is consistent with the provisions of this Article.

22 **Section 9.** In cases of separation from County employment by death of an employee with  
23 accrued vacation leave and who has successfully completed his/her first six (6) months of County  
24 service in a paid leave eligible position, payment of unused vacation leave up to the maximum  
25 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by  
26 state law, RCW Title 11.

27 **Section 10.** If a regular employee eligible for paid leave resigns from County employment or  
28 is laid off and subsequently returns to County employment within two years from such resignation or



1 layoff, as applicable, the employee's prior County service shall be counted in determining the  
2 vacation leave accrual rate under Section 1.

3       **Section 11.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of  
4 the division manager/designee.

5       **Section 12.** Employees who are in a probationary period as a result of promotion shall be  
6 entitled to use vacation time accrued in their prior position while they are in a probationary status in  
7 their new position subject to the approval of the Juvenile Detention Division Manager or designee.  
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1 **ARTICLE 8: SICK LEAVE**

2           **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall  
3 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding overtime  
4 up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until the first of  
5 the month following the month in which the employee commenced employment. The employee is  
6 not entitled to sick leave if not previously earned.

7           **Section 2.** During the first six (6) months of service in a paid leave eligible position,  
8 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of  
9 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any  
10 vacation leave used for sick leave must be reimbursed to the County upon termination.

11           **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an eligible  
12 employee. Sick leave may be used in quarter (1/4) hour increments.

13           **Section 4.** The County is responsible for the proper administration of the sick leave benefit.  
14 The County can require an employee to submit verification of illness from a licensed practitioner for  
15 any requested sick leave absence if abuse is suspected.

16           **Section 5.** Separation from or termination of County employment except by reason of  
17 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave  
18 accrued to the employee as of the date of separation or termination. Should a regular employee resign  
19 or be laid off and return to County employment within two years, accrued sick leave shall be restored.

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

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

27           A. The employee's bona fide illness; provided, that an employee who suffers an  
28 occupational illness may not simultaneously collect sick leave and worker's compensation payments

1 in a total amount greater than the net regular pay of the employee;

2 **B.** The employee's incapacitating injury, provided that:

3 **1.** An employee injured on the job may not simultaneously collect sick leave  
4 and worker's compensation payments in a total amount greater than the net regular pay of the  
5 employee;

6 **C.** Exposure to contagious diseases and resulting quarantine.

7 **D.** A female employee's temporary disability caused by or contributed to by  
8 pregnancy and childbirth.

9 **E.** The employee's medical, ocular or dental appointments, provided that the  
10 employee's division manager or designee has approved the use of sick leave for such appointments.

11 **F.** To care for the employee's child or the child of an employee's domestic partner if  
12 the following conditions are met:

13 **1.** The child is under the age of eighteen (18);

14 **2.** The employee is the natural parent, stepparent, adoptive parent, legal  
15 guardian or other person having legal custody and control of the child;

16 **3.** The employee's child or the child of an employee's domestic partner has a  
17 health condition requiring the employee's personal supervision during the hours of his/her absence  
18 from work;

19 **4.** The employee actually attends to the child during the absence from work.

20 **G.** Employees shall be entitled to use accrued sick leave where such employee is  
21 required to care for immediate family members who are seriously ill. There shall be no limit on the  
22 use of sick leave to care for children under "F" of this Section.

23 **H.** Up to one (1) day of sick leave may be used by an employee for the purpose of  
24 being present at the birth of his child.

25 **Section 8.** An employee who has exhausted all of his/her sick leave may use accrued vacation  
26 leave as sick leave before going on leave of absence without pay. After four (4) days of vacation  
27 leave have been used as an extension of sick leave during each six (6) month period of a calendar year  
28 (January through June, July through December). Subsequent use of vacation leave for such purpose

1 may be used if approved by his/her manager.

2           **Section 9.** Sick leave may be used only for absences from a regular scheduled work shift.

3           **Section 10.** For purposes of this Article, the definition of immediate family is provided under  
4 Article 9, Section 3.E.

5           **Section 11.** Employees who are in a probationary status shall not be denied the valid use of  
6 accrued sick leave.

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1 **ARTICLE 9: GENERAL LEAVES**

2 **Section 1. Donation of Leaves:** An employee eligible for paid leaves may donate a portion  
3 of his/her accrued leaves to a leave accrual eligible employee in accordance with Chapter 3.12 of the  
4 King County Code (K.C.C.).

5 **Section 2. Leave - Organ Donors:** The manager shall allow all employees eligible for paid  
6 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but  
7 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days  
8 paid leave, which shall not be charged to sick or vacation leaves in accordance with Chapter 3.12 of  
9 the K.C.C.

10 **Section 3. Bereavement Leave:**

11 A. Employees eligible for paid leaves shall be entitled to three (3) working days of  
12 bereavement leave a year, due to death of members of their immediate family.

13 B. Employees eligible to accrue paid leaves who have exhausted their bereavement  
14 leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death  
15 occurs to a member of the employee's immediate family.

16 C. In cases of family care where no sick leave benefit exists, the employee may  
17 request vacation leave in accordance with Article 7 or may be granted leave without pay.

18 D. In the application of any of the foregoing provisions, when a holiday or regular day  
19 off falls within the prescribed period of absence, it shall not be charged against the employee's sick  
20 leave account nor bereavement leave credit.

21 E. For the purposes of this Section, a member of the immediate family is as follows:  
22 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild  
23 of the employee, employee's spouse or employee's domestic partner.

24 **Section 4. Leave - Examinations:** Employees eligible for paid leaves shall be entitled to  
25 necessary time off with pay for the purpose of participating in County qualifying or promotional  
26 examinations. This shall include time required to complete any required interviews.

27 **Section 5. Jury Duty:**

28 A. Employees eligible for paid leaves who are ordered on a jury shall be entitled to

1 their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage,  
2 with the Department of Finance. Employees shall report back to their supervisor when dismissed  
3 from jury service.

4           **B.** There shall be a one (1) day schedule adjustment provided that employees must  
5 notify management at least two (2) weeks in advance of serving on jury duty in order to allow their  
6 schedule to be adjusted if the jury duty would require the employee to serve on their regularly  
7 scheduled day off.

8           **Section 6. School Volunteer:** Employees eligible for paid leaves shall be allowed the use of  
9 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the  
10 school attended by the employee's child in accordance with Chapter 3.12 of the K.C.C.

1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2 **Section 1.** Except as otherwise provided in this Article, the standard work week shall consist  
3 of thirty-six (36) hours. The normal workday shall be nine (9) hours. Scheduled days off shall be  
4 three (3) consecutive days. The Program Coordinator shall consist of seventy-two (72) hours. The  
5 normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days one  
6 week and three (3) consecutive days the next week.

7 **Section 2.** The parties agree that alternate work schedules may be utilized that are mutually  
8 agreed upon in writing by the employee and Juvenile Detention Division Manager/designee.

9 **Section 3.**

10 **A.** Except as otherwise provided in this Article, employees shall be paid at an  
11 overtime rate of time and one-half (1-1/2) their regular rate of pay for all compensable hours worked  
12 in excess of their regularly scheduled work week. (For instance if an employee is regularly scheduled  
13 to work thirty-six (36) hours in a week, the employee will receive overtime after thirty-six (36) hours;  
14 if an employee is regularly scheduled to work forty (40) hours a week, the employee shall be entitled  
15 to overtime after forty (40) hours.)

16 **B.** Full time detention employees who work beyond their regularly assigned work  
17 shift shall be paid at the overtime rate for the actual time worked so long as they have not taken  
18 vacation leave during that workday. (For instance an employee regularly works a nine (9) hour day,  
19 shall receive overtime after the 9th hour worked in a day; an employee who regularly works a ten (10)  
20 hour day shall receive overtime after the 10<sup>th</sup> hour worked; so long as they have not taken vacation  
21 leave during that work day.)

22 **C.** Sick leave shall not be included for the purposes of determining whether the  
23 overtime thresholds have been met.

24 **Section 4.** Normally, overtime work shall require prior approval of the individual's  
25 supervisor; however, overtime work may be approved after it is performed, provided Juvenile  
26 Detention Manager/designee determines sufficient justification is made.

27 **Section 5.** An employee may request, and with approval of the Manager or designee, may  
28 receive time off in lieu of overtime pay. Such time to be on a time and one half (1-1/2) basis.

1           **Section 6.** A minimum of four (4) hours at the overtime rate shall be paid for each call-out.  
2 Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at  
3 overtime rates. Call-out shall be defined as that circumstance when an employee, having completed  
4 the assigned shift and departed the premises, is requested by the County to return to work. Time  
5 actually spent at the workplace shall be compensated for in accordance with this Section. The  
6 provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

7           **Section 7. Mandatory Training or Mandatory Meetings:** Regular full-time employees who  
8 are required by management to attend training sessions or meetings shall be paid overtime on an hour  
9 for hour basis with a minimum of two (2) hours at the overtime rate paid, if such training or  
10 mandatory meetings fall outside of their scheduled work shift.

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1 **ARTICLE 11: WORK-OUT-OF-CLASSIFICATION**

2 **Section 1.** All work outside of classification and alternate assignments shall be assigned in  
3 writing by the Director of DAJD or designee prior to the work being performed.

4 **Section 2. Alternate Assignments:**

5 **A.** Alternate assignments are time limited assignments. These assignments may be  
6 assigned either within or outside of regular employee's current classification. The purpose of  
7 alternate assignments is to temporarily fill vacancies created by the following circumstances:

- 8 1. Special project work
- 9 2. Backfill for project work
- 10 3. Backfill for long term medical absences caused by illness/injury
- 11 4. Backfill for a vacancy during a hiring process

12 **B. Duration:** The duration of alternate assignments shall be as follows:

- 13 1. Special Project work: Duration of the Special Project
- 14 2. Backfill for Special Project: Maximum of six (6) months
- 15 3. Medical backfill: Maximum of six (6) months
- 16 4. Vacancy during hiring process: Maximum of six (6) months

17 **C. Probationary Period:** If an employee subsequently hires into the position for  
18 which he/she was temporarily assigned on an alternate assignment, the time served in that capacity  
19 does not count as his/her initial probationary period in the new job class.

20 **D. Recruitment for Alternate Assignments:**

- 21 1. The County will circulate among all DAJD, Juvenile Division staff a  
22 description of the nature of the alternate assignment, the duration of the assignment, any applicable  
23 salary level, and desirable qualifications. Interested candidates will be invited to apply to the  
24 appointing authority.
- 25 2. The nature of the application, and the selection process will be determined  
26 by the County.
- 27 3. The appointing authority will make the final decision.

28 **E. Performance Evaluation of alternate assignment employees:** Evaluations

1 shall be conducted at the completion of all alternate assignments.

2 **F. Compensation:** Employees who work an alternate assignment shall be  
3 compensated in accordance with the King County Career Service Guidelines.

4 1. Employees who work an alternate assignment within their current  
5 classification or in a classification where the same pay range is the same as their current classification  
6 will receive no additional compensation.

7 2. Employees who work an alternate assignment outside of their normal  
8 classification where the pay range is greater than their current classification will receive a five percent  
9 (5%) increase or Step 1 of the new classification, whichever is greater.

10 3. Employees who work an alternate assignment outside of their normal  
11 classification where the pay range is less than their current classification will receive their normal rate  
12 of pay for the duration of the alternate assignment.

13 **G. Seniority:** Employees who work alternate assignments shall accrue seniority only  
14 within their regular classification.

15 **Section 3: Supervisory Vacancies:** Temporary Juvenile Corrections Supervisory vacancies  
16 may be filled by non-bargaining unit employees holding the classification of Juvenile Detention  
17 Leadworker if:

- 18 1. The vacancy is not filled by the alternate assignment process.  
19 2. There are no available Juvenile Corrections Supervisors.

1 **ARTICLE 12: REDUCTION IN FORCE**

2 **Section 1.** Regular employees selected for layoff as a result of efficiencies, lack of funds  
3 and/or a lack of work shall be laid off according to seniority in classification.

4 **A. Seniority Tie-Breaker:** In the event there are two or more regular employees  
5 within the Juvenile Detention Division of DAJD with the same classification, title and seniority, the  
6 layoff shall be based upon total DAJD Juvenile Detention Division seniority which includes seniority  
7 accrued within the former Department of Youth Services. If Juvenile Detention Division seniority is  
8 tied, then the County will decide.

9 **Section 2.** An employee designated for layoff within a specific classification may move to  
10 another position within that classification based on their seniority in the classification. Where  
11 multiple staff occupy the same shift and days off, the least senior staff person within the group will be  
12 displaced. If there is no Master Schedule position within classification to which the employee can  
13 move, the employee may select a Master Schedule position in a job classification previously worked  
14 at the agency, based on total agency seniority, provided:

15 **A.** That at least a six (6) month probation period was satisfactorily completed; and,

16 **B.** The demonstrated job performance in the former classification was at an acceptable  
17 standard.

18 **Section 3.** Employees subsequently displaced as a result of the selection made by the laid off  
19 employee, may in turn exercise their lay-off rights as described above.

20 **A.** In the event an employee does not submit a position selection, the employee will  
21 be placed in the last remaining slot after all selections have been made.

22 **Section 4. Seniority Calculation:** For the purposes of this Agreement, seniority shall be  
23 defined as length of continuous regular service without a break in that service.

24 **A.** Calculation of seniority will be accomplished by automatically crediting each  
25 employee, at the beginning of the calendar year with the number of regular hours he/she would be  
26 scheduled to work during the remainder of the calendar year (1872 hours for full-time staff, 1248  
27 hours for 2/3 time staff, 936 hours for half-time staff). Any leave-without-pay hours will then be  
28 subtracted from total agency and classification time as they are taken throughout the calendar year.

1           B. Part-time regular employees will accrue seniority, based on a prorated formula in  
2 accordance with the number of hours worked during the calendar year, not to exceed a full-time  
3 accrual rate.

4           C. No employee shall lose seniority due to an absence caused by an on-the-job injury  
5 and otherwise as provided by law (i.e. military leave).

6           **Section 5. Re-call Rights:** Regular employees laid off or bumped due to lack of work or lack  
7 of funds shall have re-employment rights to the same kind and level of position held at the time of  
8 layoff if such a position becomes available within two (2) years from the date of layoff. Laid-off  
9 regular employees shall have recall rights to any vacant position within their classification. In such  
10 cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns  
11 to regular employment with the Juvenile Detention Division of DAJD.

12           **Section 6. Cash Out Upon Layoff:** Regular employees shall be paid in cash upon layoff  
13 from County employment for any vacation accrued or may elect to retain their accrued vacation for  
14 one (1) year to be restored to the employee when recalled to work. If the employee is not recalled  
15 within one (1) year, a cash payment shall be made for the accrued amount.

16           **Section 7. Supervisors:** An employee who is a member of this bargaining unit may return to  
17 the prior position held with the Juvenile Detention Division of DAJD which is represented by the  
18 Union; provided, the request is made during the term of the Agreement and a vacant position in the  
19 classification is available.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2       **Section 1. Statement of Purpose:** The Union and County recognize the importance and  
3 desirability of settling grievances promptly and fairly in the interest of continued good employee  
4 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest  
5 level of supervision. Employees will be unimpeded and free from restraint, interference, coercion,  
6 discrimination or reprisal in seeking adjudication of their grievances.

7       **Section 2. Definitions and Conditions:**

8           **A. Grievance:** A grievance is an allegation made by an employee that the County has  
9 not correctly applied the written provisions of this Agreement. Only an aggrieved employee may file  
10 a grievance at Step 1; except, the Council 2 representative/designee may file a grievance on behalf of  
11 an employee. An employee must file a grievance within ten (10) of his/her working days of the event  
12 or knowledge of the event. Temporary, provisional, term-limited temporary and probationary  
13 employees may not grieve a termination.

14           **B. Class Action Grievance:** A class-action grievance is an allegation made by the  
15 Union that the County has not correctly applied the written provisions of the Agreement. Only the  
16 Council 2 representative/designee may file a grievance form at Step 2 on behalf of affected  
17 employees. The Council 2 representative/designee must file the grievance form within fourteen (14)  
18 calendar days of the event or knowledge of the event.

19           **C. Grievance Form:** A grievance form will include, but is not limited to, the  
20 following information: date the grievance was filed by the employee, date the grievance is received  
21 by the supervisor/designee, nature of the grievance, when the event occurred, who is affected,  
22 identification of the provisions of the Agreement that apply, and the remedy sought.

23       **Section 3. Grievance Steps:**

24           **A. Step 1:**

25                   1. A Step 1 grievance will automatically be waived to Step 2 if it  
26 addresses an issue that is above the Assistant Detention Manager's level of authority.

27                   2. A grievance form, must be filed, as provided under Section 2.A and C, with  
28 the Juvenile Detention Manager/designee and provide a copy to his/her elected Union area

1 representative/designee.

2                                 3. The Assistant Detention Manager will have thirty (30) calendar days from  
3 receipt of the timely filed written grievance in which to provide a written response to the grievance.  
4 Either party may request a meeting to discuss the grievance prior to issuance of a decision. A copy of  
5 the written response will be provided to the meeting attendees, the Union's judicial officer and the  
6 employee's division manager.

7                                 4. If the written response does not resolve the grievance, the Council 2  
8 representative/designee has thirty (30) calendar days in which to submit a written request to the  
9 employee's division manager/designee for a Step 2 meeting.

10                                5. The employee must decide whether he/she will pursue his/her grievance  
11 through the grievance process under the Personnel Guidelines prior to a request for a Step 2 meeting.  
12 If the employee pursues his/her grievance under the Guidelines, it will be withdrawn from this  
13 grievance process.

14                                **B. Step 2:**

15                                1. The division manager/designee will have thirty (30) calendar days from  
16 receipt of the timely written request for a Step 2 meeting in which to provide a written response to the  
17 grievance. Either party may request a meeting to discuss the grievance prior to issuance of a written  
18 decision. A copy of the written response will be provided to the meeting attendees, the Union's  
19 judicial officer and Director of DAJD.

20                                2. Class action grievances may be filed as provided under Section 2.B. The  
21 meeting will only be with the Council 2 representative/designee and Union president/designee. A  
22 copy of the written response will be provided the meeting attendees, the Union's judicial officer and  
23 Director of DAJD.

24                                3. If the written response does not resolve the grievance, whether such  
25 grievance is filed by an employee or is class action, the Council 2 representative/designee has thirty  
26 (30) calendar days in which to submit a written request for a Step 3 meeting to the Director of DAJD  
27 or designee. Should the County fail to meet the timelines in the steps outlined within this Article, the  
28 grievance will automatically proceed to the next step in the grievance process. Should the grieving

1 party or the Union fail to meet the timelines the in the steps outlined within this Article, the grievance  
2 will be considered resolved.

3 **C. Step 3:**

4 1. The Director of DAJD or designee will have thirty (30) calendar days from  
5 the receipt of the timely written request for a Step 3 meeting in which to provide a written response to  
6 the grievance. Either party may request to meet to discuss the grievance prior to the issuance of a  
7 written response. A copy of the written response will be provided to the meeting attendees, the  
8 Union's judicial officer and the Director of OHRM/designee.

9 2. If the written response does not resolve the grievance, the Council 2  
10 representative/designee has thirty (30) calendar days in which to submit a written notification for  
11 arbitration to the Director of OHRM/designee.

12 **Section 4. Arbitration:**

13 A. In the event that a timely notice that either party is submitting an issue to  
14 arbitration, the parties will meet to select an arbitrator. If they are unable to select an arbitrator, they  
15 will request from the American Arbitration Association (AAA) or other mutually acceptable agency,  
16 a list of arbitrators. The parties shall alternately strike names from the list.

17 B. An arbitrator will have no authority to make a decision or issue a remedy that  
18 changes, alters, detracts from or adds to the Agreement. The arbitrator will only have the authority to  
19 decide whether the County had or had not correctly applied the written provisions of the Agreement  
20 and to award a remedy based on the written provisions of the Agreement.

21 C. The arbitrator's fee and expenses will be paid equally by the parties.

22 D. No matter may be arbitrated which the County has no authority over and/or has no  
23 authority to change, or has been processed under dispute resolution procedures not provided under the  
24 Agreement.

25 E. The arbitration hearing will be conducted under the rules and regulations set forth  
26 by the AAA.

27 **Section 5. Timelines and Forfeiture:** Timelines may be extended by mutual written  
28 agreement.

1           **Section 6. Alternative Dispute Resolutions:**

2           **A. Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing a  
3 unfair labor practice charge with the PERC, the complaining party will notify the other party, in  
4 writing, meet, and attempt to resolve the matter unless the deadline for filing with the PERC would  
5 otherwise pass or the complaining party is seeking a temporary restraining order as relief.

6           **B. Mediation:** Following a timely submittal of an issue to arbitration, either party  
7 may request mediation. Should both parties agree they will meet with a mediator and try to resolve  
8 the grievance. In the event that the grievance is not resolved, the matter shall be deferred to the  
9 arbitration process.

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1 **ARTICLE 14: NON-DISCRIMINATION**

2           The County or the Union shall not unlawfully discriminate against any employee with respect  
3 to compensation, terms, conditions or privileges of employment because of race, color, creed,  
4 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory  
5 disability.

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1 **ARTICLE 15: POSITION OPENINGS AND JOB BIDDING**

2       **Section 1. Master Schedule:** The County shall maintain a master schedule that includes both  
3 shifts and days off and the employees occupying them. The County may make changes to the Master  
4 Schedule to meet its staffing needs after the Master Schedule is established. The County shall notify  
5 the Union of changes to the Master Schedule. Assignments of regular employees to these changed  
6 shifts and days off shall be made as follows:

7               1. Any new shift and days off added to the master schedule shall be posted for bid to  
8 all employees within the classification.

9               2. Any reorganization of classifications covered by this agreement shall be done in the  
10 following manner:

11                       a. Advise affected unit staff of reorganization and allow them to bid for any  
12 slot within the classification (free bid).

13                       b. Remaining employees within affected unit may exercise bumping rights  
14 over anyone in the classification, as contained in Article 12 of this Agreement.

15               3. Detention Supervisors may bid for shifts and days off on the basis of seniority  
16 within the job classification.

17       **Section 2. Vacant Positions:** Prior to the initiation of any competitive process to fill a vacant  
18 bargaining unit position, any regular employee holding the same classification as that of the vacant  
19 position shall be given the opportunity to bid for shift and days off of the vacant position. New hires  
20 or probationary employees will not be placed in Master Schedule positions until the successful  
21 completion of probation. Such bidding shall be accomplished in the following manner.

22               A. Job bid requests may be initiated at any time.

23               B. The number of requests each employee may initiate is not limited.

24               C. If two or more employees bid on one position, appointment will be made on the  
25 basis of seniority within the classification. In the event of equal seniority, agency seniority shall  
26 prevail. In the event that agency seniority is tied, the selection shall be at the sole discretion of the  
27 Manager.

28       **Section 3. Bid Process:**

1                   1. Regular employees must indicate:

2                   a. Their preferred shift and days off.

3                   2. Bids must be on file prior to the initial position in a sequence becoming vacant in  
4 order to be considered for that position or any subsequent opening which may occur as a result of that  
5 vacancy. For the purpose of this Section, the date of the initial position becoming vacant means the  
6 date a resignation letter or a termination form is received and date/time stamped by the Juvenile  
7 Detention Division Manager/designee; at the time a new job offer is accepted on a promotion; at the  
8 time a transfer request is approved; or at the time the termination/demotion of an employee is  
9 formalized in writing by the Juvenile Detention Division Manager or designee.

10                  3. Employees must accept the job when offered as a result of bid. If the employee  
11 refuses, the employee's name will be removed from bid system for six (6) months.

12                  4. Employees on probationary status or written performance improvement plans may  
13 not participate in the bid system.

14                  5. Employees may not change positions as a result of job bid requests more than once  
15 in a twelve (12) month period.

16                  6. When a job slot is accepted or rejected by the employee as a result of a bid, all  
17 other bids the employee has on file are canceled. Bids may be resubmitted when the employee again  
18 becomes eligible.

19                  7. Once bids are on file they remain indefinitely until canceled by the employee or  
20 canceled subject to No. 6.

21                  **Section 4.** In the case of an unforeseen combination of circumstances or the resulting state  
22 that calls for immediate action, employees may be required upon short notice to work shifts, or hours,  
23 or days for the period of the need only.

24                  **Section 5.** Regular employees promoted who do not complete their probationary period shall  
25 have a right to return to the job slot previously held if still vacant or to a position in the same  
26 classification with full seniority rights.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1. No Work Stoppages:** The County and the Union agree that the public interest  
3 requires efficient and uninterrupted performance of County services and to this end pledge their best  
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not  
5 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
7 County functions by employees under this Agreement and, should same occur, the Union agrees to  
8 take appropriate steps to end such interference. Any concerted action by employees shall be deemed  
9 a work stoppage if any of the above activities have occurred.

10       **Section 2. Union's Responsibilities:** Upon notification in writing by the County to the Union  
11 that any of its members are engaged in work stoppage, the Union shall immediately, in writing, order  
12 such members to immediately cease engaging in such work stoppage and provide the County with a  
13 copy of such order. In addition, if requested by the County, a responsible official of the Union shall  
14 publicly order such employees to cease engaging in such a work stoppage.

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

- 17           A. Discharge.
- 18           B. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 17: TIME, SPACE AND PROPERTY**

2           **Section 1. Work Time:** Work time shall not be used for Union business, except as authorized  
3 by the Director of DAJD designee for those Union officers necessary for the processing of grievances  
4 or handling representational responsibilities.

5           **Section 2. Leave Of Absence:** An employee elected or appointed to office in the Union  
6 which requires a part or all of his/her time may be given leave of absence without pay upon  
7 application and approval of the Director of DAJD/designee.

8           **Section 3. Facilities:** DAJD space and facilities may be used by the Union for the purpose of  
9 holding meetings subject to the established policies governing the use of facilities.

10           **Section 4. Material:** DAJD supplies and equipment shall not be used in performing any  
11 function related to the activities of the Union, except as authorized by the Director of DAJD.

1 **ARTICLE 18: MEDICAL, DENTAL AND LIFE PLAN**

2           The County will provide medical, dental, life, disability, and vision benefits for regular,  
3 probationary, provisional and term-limited temporary employees and their eligible dependents as  
4 determined by the Labor-Management Insurance Committee or its successor.

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1 **ARTICLE 19: SAVINGS CLAUSE**

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

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1 **ARTICLE 20: WAGE RATES**

2 **Section 1. Pay Ranges:** Wage rates for each classification are set forth in Addendum A.

3 **Section 2. Step Increases:**

4 A. Upon successful completion of a six (6) month probationary period, an employee's  
5 salary shall be advanced to the next step. If the probationary period is for one (1) year, the employee  
6 shall be advanced to the next step upon satisfactory completion of the first six (6) months of  
7 employment.

8 B. Annual step increases will be given after the first increase described in Section  
9 2.A, if the employee's work performance and work habits are satisfactory, and until such time that the  
10 employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the  
11 discretion of the division manager.

12 **Section 3. COLA:** Effective January 1 of each year of the Agreement, wage rates in effect on  
13 December 31 of the previous year shall be increased by ninety percent (90%) of the CPI-W, All Cities  
14 Index, September to September; provided, however, that the amount shall not be less than two  
15 percent (2%) nor greater than six percent (6%).



1 **ARTICLE 21: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all  
3 formal requisite means by the Metropolitan King County Council and the King County Executive and  
4 shall be in effect January 1, 2001 through December 31, 2003.

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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2001

By \_\_\_\_\_  
King County Executive

UNION:  
  
\_\_\_\_\_  
Rob M. Sprague  
Staff Representative  
Washington State Council of County and City Employees

Binder Code: 276

**ADDENDUM A**

UNION CODE: 2084R

**Washington State Council of County and City Employees, Council 2, Local 2084-S  
Department of Adult Juvenile Detention (Juvenile Detention Division Supervisors)**

New Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
5213300	Corrections Supervisor	22.8800	23.9965	24.5826	25.1831	25.7983	26.4298	27.0768	27.7393	28.4190	29.1155
5242100	Youth Program Coordinator	24.0102	25.1831	25.7983	26.4298	27.0768	27.7393	28.4190	29.1155	29.8297	30.5616

October 5, 2001

3.00.000

**EMPLOYEE CODE OF CONDUCT**

Supersedes All Previous Editions

**MISSION STATEMENT:** The mission of every employee is to promote, preserve, and deliver security, safety and quality services to the community. Each employee must do their part to guarantee that our detention facilities, and programs and services are secure, safe, humane and efficient. Employees have a clear obligation to ensure a safe environment for their colleagues, co-workers, and the inmates/detainees they supervise.

3.00.005

**PURPOSE/POLICY STATEMENT:**

To establish and provide guidelines and instructions concerning employee conduct and responsibility of all personnel who work in any capacity in Adult or Juvenile Detention facilities.

Employees shall: a) conduct themselves in a manner that creates and maintains respect for the County and the Department. In all their activities, personal and official, they should always be mindful of the high standards of professionalism and integrity expected of them by the public, the Department and the County; b) avoid any actions which might result in, or create the appearance of, adversely affecting the confidence of the public in the integrity of the County government or the Department; and c) promptly discuss with their immediate supervisors any problems arising in connection with matters within the scope of this policy.

Employees are expected to perform all duties in a professional and competent manner. Employees are expected to strive to achieve excellence in learning and implementing the necessary knowledge and skills associated with their duties. Employees are expected to be honest and to obey federal, state, county and municipal laws and regulations.

Action may be taken against an employee due to a failure of the employee to meet the requirements of the position. Such action may be either disciplinary or non-disciplinary in nature.

Rules describing misconduct are illustrative, and not exclusive, as it is impossible to anticipate every possible act of misconduct. Violations of the above policy and mission statement will be considered misconduct.

3.00.020

**KEY WORDS AND DEFINITIONS:**

For the purpose of this document, the term "employee" shall include any King County, Seattle-King County Public Health Department, Seattle Municipal Court or similar agency employee who spends a portion of their workday in a Department of Adult and Juvenile Detention Facility.

3.00.025

**CONFORMANCE TO LAWS:**

Employees, whether on or off duty, shall abide by federal and state laws and applicable local ordinances.

Employees are required to report to management immediately any violation or attempted violation of any law, regulation or policy, and any act or commission by any person, which has resulted in a breach of facility security or operations.

3.00.030

**USE OF AUTHORITY:**

Employees shall not use their position, or authority, department credentials, identification cards or badges for any reason or purpose not directly associated with the performance of official duties, nor shall aforementioned be used to coerce, intimidate or deceive others or to obtain any privilege or article not otherwise authorized in the performance of official duties.

3.00.035

**OBEDIENCE TO ORDERS:**

Employees shall obey any lawful and reasonable order.

3.00.040

**CONFLICTING ORDERS:**

1. Should any conflict arise with any previous order, or with an order from another supervisor, the employee shall promptly and respectfully call attention to such conflict. If the supervisor does not change the order, it shall be immediately followed.
2. The supervisor giving the conflicting order shall:
  - a. Take the necessary action to correct the conflicting orders.

- b. Assume full responsibility for the subordinate's action in obedience to the order.

3.00.045

**CAUSES FOR DISCIPLINE OR DISMISSAL (GENERAL):**

Any misconduct that is sustained through investigation, including but not limited to the following categories, can result in discipline or termination of employment.

1. Making false or fraudulent reports or statements or inducing others to do so.
2. Engaging in conduct that could constitute a crime or involvement in an act of dishonesty or an act that endangered, damaged or injured the property or person of another.
3. Conviction of a crime or criminal conduct.
4. Taking or giving a bribe.
5. Excessive or unnecessary use of force against another person.
6. Under the influence of either drugs or alcohol while on duty.
7. Under the influence of either drugs or alcohol while off duty that results in a criminal conviction.
8. Absence from duty without leave.
9. Violation of Department, Career Service Rules and/or County regulations. Violation of any lawful or reasonable regulation, or order resulting in loss or injury to the County or public. (Includes loafing, non-performance of duties, sleeping on the job or inattention to duty which causes the potential danger to safety or persons and/or actual damage to property).
10. Intentional misuse of County property or the property of others.
11. Attempting to induce anyone to commit a crime or an act violating any lawful or reasonable Department rule or regulation.
12. Failure to fully cooperate in a Department internal investigation. (See Section 3.01.000)

13. Accepting or soliciting any gratuity, fee, commission, loan, reward or gift for services rendered as an employee, unless approved by the Director.
  14. Conduct Unbecoming as defined in SOP 3.00.105
  15. Refusal to undergo a lawful search of person or property while on duty, or in a Department facility or King County vehicle.
  16. Introducing contraband or trafficking in contraband, or participating in, or allowing any breach of security.
  17. Failure to follow orders.
  18. Failure to observe precautions for personal safety, posted rules, signs, written or oral safety instructions, or failure to use protective clothing and equipment.
  19. Harassment or discrimination based on race, ethnic origin, gender, disability, religion or sexual orientation.
  20. Creating a conflict of interest between the employee's professional responsibility and a personal relationship with a current inmate or detainee.
  21. Endangering the safety of personnel or causing injury to personnel through carelessness or failure to follow instructions.
  22. Failure to maintain proper personal hygiene and grooming. Uniformed staff are to dress in accordance with applicable regulations.
  23. Failure to notify your supervisor of any contact with an inmate/detainee, ex-inmate, their family or friends for illegal purposes.
- 3.00.050

**FITNESS FOR DUTY:**

1. Employees are expected to maintain physical and psychological fitness sufficient to perform the essential functions of their jobs.
2. If the Department has reason to believe an employee may be psychologically and/or physically unfit to perform their duties, the Director may require the employee to undergo a physical and/or psychological examination(s) to resolve any questions regarding fitness for duty.



be one of the reasons the Department decides to immediately terminate a probationary employee.

3.00.060

**IDENTIFICATION AS AN EMPLOYEE**

1. Acceptable identification is the Department authorized badge or ID card as issued without any alteration.
2. Employees shall provide their name and badge number, if applicable, upon citizen request, unless circumstances surrounding the request might tend to hinder, obstruct or endanger the employee during the performance of their duties.
3. All employees shall prominently display their authorized identification so it can be read by others.

3.00.065

**FIREARMS AND IDENTIFICATION, CARRYING OF:**

While on duty, Department firearms qualified employees shall have their weapon and equipment available for use and shall be authorized to carry the firearm when the assignment requires it.  
**(Refer to Firearms SOP for additional information.)**

3.00.070

**DUTY HOURS:**

Employees shall work those hours or shifts designated by their Facility Commander/Major, or Division Manager/Assistant Division Manager or designee.

Compensation for hours worked shall be in accordance with the current collective bargaining agreements and/or all federal, state and County guidelines.

For employees who clock in: time cards are the Department's property and must remain in the time card racks. Clocking in or out for other employees is prohibited. Any corrections or changes on time cards must be made and initiated by an employee's immediate supervisor.

3.00.075

**OFF DUTY INVOLVEMENT:**



There is no provision in this section that requires any employee to be involved in any law enforcement action. Employees should contact the appropriate law enforcement agency having jurisdiction.

3.00.080

**OFFICERS IN PLAINCLOTHES ATTIRE, RECOGNITION OF:**

Employees in uniform, meeting another employee in plainclothes, shall not indicate that they recognize the plainclothes officer, unless first spoken to by the plainclothes officer.

3.00.085

**PLAINCLOTHES, DISPLAY OF OFFICIAL EQUIPMENT:**

Employees in undercover assignments shall not display to the public, or in public places outside the general work area, any article of equipment that identifies themselves as a corrections officer or other employee, except in the performance of their official duties.

3.00.090

**DUTY TO REPORT CRIMINAL ACTIVITY OR BREACH OF FACILITY SECURITY:**

Employees have the duty to report, in writing, any knowledge of suspected criminal activity and/or suspected breach in facility security to their immediate supervisor. Also see 3.00.025.

3.00.095

**SPECIAL PRIVILEGE CREDENTIALS:**

Unless approved by the Director or designee, employees shall not issue any device, credentials or identification to persons other than employees that presume to grant a special privilege or consideration relating to Department business. All provisions of the King County Code of Ethics shall apply.

3.00.100

**ADDRESSING EMPLOYEES:**

1. Employees shall always show respect and courtesy to fellow employees.
2. When addressing supervisors, employees shall observe a respectful attitude, using the supervisor's proper title, particularly in public.

3.00.105

**CONDUCT UNBECOMING:**

1. "Conduct Unbecoming" means behavior that generally tends to:
  - a. Diminish respect for the Department or its employees;
  - b. Diminish confidence in the operation of the Department;
  - c. Adversely influence or impair the efficiency of a Department employee;
  - d. Adversely influence the morale or discipline of the Department.
  
2. Conduct unbecoming includes, but is not limited to, the following behavior:
  - a. Inappropriate association with convicted felons, ex-inmates/detainees their family or friends.
  - b. Communicating intolerance relating to gender, race, religion, ethnic origin or sexual orientation.
  - c. Criminal conduct
  - d. Dishonesty
  - e. Criminal traffic violations
  - f. Disorderly conduct/fighting
  - g. Insubordination
  - h. Significant misuse of County property or property of others.
  - i. Substance abuse
  - j. Verbal tantrums
  - k. Use of profanity toward staff or inmates or detainees
  - l. Excessive drinking or public drunkenness that leads to undue negative attention to the Department.
  - m. Harassment and/or discrimination based on race, ethnic origin, gender, disability, religion or sexual orientation.
  - n. Illegal gambling or unlawful betting.
  - o. Giving false statements, concealment or providing misleading information.
  - p. Failure to report arrest of oneself

Employees should keep in mind that their conduct, both on and off duty, reflects upon the Department. Conduct that may tend to diminish the respect for the Department, its employees or mission, may be grounds for discipline.

3.00.110  
**RIDICULE:**

Employees shall not ridicule or make remarks that would tend to jeopardize working relationships with other public agencies or other employees.

3.00.115  
**COWARDICE:**

Employees shall not display cowardice or fail to support their fellow employees in the performance of duty or fail to respond to emergency situations.

3.00.120

**GRATUITY:**

1. Employees shall not:

- Use their position to solicit or accept anything of value that would not be accorded to a private citizen. Included are free or reduced rates for anything whatsoever.

- Employees shall not inappropriately give or accept any gift or favor from an inmate/detainees, ex-inmate/detainees, their family or friends.

2. Employees shall also comply with King County Code of Ethics (K.C.C. 3.04)

- a. Penalties for violating Chapter 3.04 may include but are not limited to:

- Employment termination
- Criminal sanctions
- Civil remedies

3.00.125

**SLEEPING ON DUTY:**

Employees shall not sleep while on duty.

3.00.130

**PUNCTUALITY:**

Employees shall be punctual when reporting for duty at the time and place designated by their supervisors and shall not leave their assignment without permission from their supervisor.

Employees shall remain on their post at all times until properly relieved from duty.

3.00.135

**ABSENCE WITHOUT LEAVE (AWOL):**

Regular attendance is expected of every employee. This is essential to meeting the department's mission.

1. Employees shall not be absent from duty except for:
  - a. Sickness
  - b. Family care or family sick leave
  - c. Injury/disability
  - d. Suspension from duty
  - e. Approved jury duty
  - f. Approved military leave
  - g. Scheduled furlough days
  - h. Approved holiday or vacation days
  - i. Approved compensatory days
  - j. Other approved absences

2. Employees shall provide verification, at the request of the department in accord to all collective bargaining agreements and County policy.

3. All absences for any reason must be authorized by the Department. The Department may or may not authorize leave without pay for employees who do not have the appropriate leave time on their books. Unless the Department has authorized unpaid leave for such individuals, they are required to report to work.

3.00.140

**SMOKING PROHIBITED:**

King County Ordinance prohibits smoking in all County buildings and vehicles.

1. The Director or designee shall designate smoking areas outside building enclosures.
  - a. Smoking may be done only during regularly scheduled breaks and meal periods.
  - b. Those who smoke shall dispose of cigarette butts in the appropriate containers. Disciplinary action may be taken when cigarettes are disposed of on facility floors, in the parking area or in any other work area or passageway.
2. The County provides assistance to employees who want to stop smoking through the King County Employee Assistance Program.

3.00.145

**INTOXICANTS:**

Employees shall not consume intoxicants when on duty. This includes during any break or meal period whether in or out of uniform.

1. Employees shall not report to work for duty with the odor of intoxicants on their breath or under the influence of intoxicants or under the influence of any controlled substance that may interfere with the employee's ability to perform their job.
  - a. All breaks are considered on duty time for this section.
  - b. Any supervisor who reasonably believes that an employee is under the influence of intoxicants shall comply with procedures found in Section 3.01.035 Emergency Relief of Duty and 3.02.000 Employee Drug & Alcohol Assessment.
  - c. Any employee who believes medication may affect their ability to perform any element of their job must report such immediately to their supervisor.
2. Excessive drinking and public drunkenness while off duty may be considered Conduct Unbecoming as defined in SOP 3.00.105.
3. The King County Employee Assistance Program is available to employees who want/need help in controlling their use of drugs and alcohol.

**3.00.150  
DRUGS:**

Employees shall only use drugs that are legally prescribed to them by a licensed physician or purchased over the counter.

**3.00.155  
WITHHOLDING EVIDENCE:**

Employees shall not fabricate, withhold or destroy evidence of any kind in any criminal or administrative investigation.

**3.00.160  
EMPLOYEE CONTACTS:**

The public demands that the integrity and credibility of employees be above reproach. Individual employee's actions which give the appearance of conflict of interest, dishonesty, criminal activity or permitting criminal

activity may impair public confidence in the employee or the Department. Therefore, all employees must avoid associations with persons, both on and off duty, which might reasonably be expected to compromise the integrity or credibility of themselves or of the Department.

3.00.165

**NAMES OR PHOTOGRAPHS, USE OF:**

Employees shall not allow the use of their name or photograph for any commercial advertising purpose connected with work without the permission of the Director.

3.00.170

**INCURRING LIABILITY AGAINST THE COUNTY:**

Employees shall not purchase anything chargeable against the Department or King County except with the knowledge and consent of proper authority.

3.00.175

**RECOMMENDING EMPLOYMENT, PERSONS OR FIRMS:**

**Employees shall not:**

1. Make recommendations to any detainee, their family or friends, regarding an attorney, bail bondsman, individual or firm for services that may be required as the result of an action, incident or condition with which the Department is concerned as an investigative or public service agency. This does not include the family members of employees. Exceptions to this prohibition for Juvenile Division referrals may only be made with the authorization of the Juvenile Division Manager or Assistant Juvenile Division manager.
2. State or imply, either orally or in writing, that the Department or any representative endorses any product or service.
  - Vendors or business representatives who request that the Department evaluate a product or service shall be advised to forward an appropriate written communication to the Director for consideration.

3.00.180

**RECOMMENDATIONS:**

1. Unless assigned to the Internal or Criminal Investigations Units, employees below the rank of Major or Assistant Division Manager shall

not recommend directly to any court or to any other agency the disposition of any:

- a. Pending investigation;
- b. Employment applicant background investigation;
- c. Criminal case involving an inmate/detainee or County employee.

2. Employees below the rank of Major/Assistant Division Manager, wishing to make a recommendation, may forward a recommendation in writing to the Facility Commander/Division Manager via the chain of command.

3. Other employees authorized by the Director to conduct employment applicant background investigations shall forward the results of such investigations to the Personnel Section or the Human Resources Section.

4. Nothing in this section applies to DAJD employees involved in pre/post trial services to the Municipal, District or Superior Courts during their performance of their duties.

**3.00.185  
ON DUTY SALE OF PERSONALLY OWNED ITEMS,  
RESTRICTED:**

The sale or trading of items or products by employees to other employees will only occur in common employee areas during authorized breaks or rest periods.

**3.00.190  
PERSONAL LONG DISTANCE CALL PROHIBITED:**

Employees shall not use Department telephones by direct dial, directory assistance or remote SCAN authorization to charge King County for any long distance call that is not Department business.

**3.00.195  
CELLULAR PHONES, PERSONAL CALLS PROHIBITED:**

Employees shall not use a Department cellular phone to make or receive any call that is not Department business, unless previous arrangements for reimbursement have been approved by the Director or designee.

**3.00.200  
OUTSIDE EMPLOYMENT:**

Employees wishing to engage in employment outside the Department must obtain prior approval from the Director.

Employees are encouraged to seek guidance and advice on any potential conflicts of interest through their chain of command. All provisions of the King County Ethics Code apply to all employees.

3.00.205

**CONFIDENTIALITY:**

To ensure proper use of official information, the following will apply:

1. Employees will verify the identification and authority of individuals requesting access to information prior to giving or discussing records, personnel files or other official information.
2. No employee will deny authorized persons access to official information.
3. Employees will not use, or release for use, official information for private purposes.
4. Employees will not remove from files or make copies of records or documents except in accordance with established procedures or upon proper authorization.
5. Employees will not make any statement or release official information which could breach the security of the facility or unduly endanger any person.
6. Former employees will be granted access only to information available to the general public and will have no greater standing than employees of the public, regardless of their past employment and any associations developed in the course of such employment.
7. All the above apply to evolving technology, information systems, methodologies of communicating, transmitting, and storing data; images, pictures and other formats of information.
8. If any employee has a question regarding the above, direction should be sought from a supervisor.

3.00.210

**PERSONAL USE OF DEPARTMENT ADDRESS PROHIBITED:**



Employees shall not use the Department address for personal correspondence that includes, but is not limited to items such as:

- Bills (except for County cellular phone bills), magazines, licenses or registrations.

3.00.215

**INMATE CONTACT - ADULT DIVISIONS**

The following shall be the general standards for inmate contact. Any employee whose family relationship or friendship with an individual reaching the threshold of any of these provisions shall seek the guidance and direction of their supervisor.

1. Employees shall not allow themselves to show partiality toward or against, become emotionally, physically or financially involved with inmates or the families and friends of inmates; nor shall they correspond with inmates through use of the internal or public mail systems.
2. Employees shall not offer or give to an inmate, or any member of an inmate's family or friends or to any person known to be associated with an inmate, any article, favor or service, which is not authorized in the performance of the employee's duties.
3. Neither should the employee accept any gift, personal service or favor from an inmate or from anyone known to be associated with or related to an inmate.
4. Employees shall not show favoritism or give unauthorized preferential treatment to one inmate, or group of inmates, over another.
5. Brutality, physical violence, intimidation or corporal punishment of inmates by employees will not be permitted nor will force be used beyond that necessary to subdue an inmate.
6. Employees who are inappropriately contacted outside of work by an inmate, or on behalf of an inmate, are required to report this contact to their supervisor.
7. Staff are not prohibited from corresponding through the U.S. mail, or visiting in accord with visiting procedures, with a member of their immediate family who is in custody.

3.00.218

**DETAINEE CONTACT: JUVENILE DETENTION DIVISION:**

1. Types of conduct or contact not permitted by employees with detainees/former detainees include, but are not limited to the following:
  - a. Sexual relationships;
  - b. Providing shelter;
  - c. Money;
  - d. Gifts, loans or anything of value;
  - e. Hiring for personal services;
  - f. Serving as an agent or in any way providing assistance to a youth in a manner unknown to the parent or guardian;
  - g. Aiding/abetting a youth to violate or attempt to violate rules, regulations or prohibited acts.
2. Types of contact permitted by staff with detainees/former detainees include the following:
  - a. Referring a youth for assistance in employment, education or a resource of information for similar services;
  - b. Serving as reference for job-related inquiries;
  - c. Casual, unplanned contacts, such as encounters in public places, social/civil, or sporting events;
  - d. Coaching, teaching, or otherwise directing a group in which the youth is a member.
3. Employees must report any previous personal or professional relationships with a detainee.
4. Following a detainee's release from any Department program or services, employees must report to administrative authority any contact implying a professional role with that former detainee.
5. No employee of the Department shall offer to become, for any reason, a placement resource for the temporary custody of any detainee.

3.00.220

**BREACH OF FACILITY SECURITY:**

Any breach of security may lead to administrative action. Employees shall report any breach or possible breach of facility security. They shall not cause or create any breach of facility security which would endanger the integrity of the building, its employees or inmate population.

3.00.225

**SEARCH OR INSPECTION OF COUNTY PROPERTY:**

County property, such as but not limited to, desks, lockers, computers or vehicles and all building areas under the control of the Department, are subject to lawful search or inspection by authorized DAJD employees. (Also see 3.00.045[16])

3.01.000

**INVESTIGATION OF PERSONNEL MISCONDUCT:**

**[NEW SECTION RE JUVENILE DIVISION:** IJU procedures in Juvenile Division are under review. Certain additions/changes to current procedures are as follows:

1. All interviews shall be tape-recorded, with the permission of the witness.
2. All personnel interviewed shall be given a Garrity admonishment, as follows:

I wish to advise you that you are being questioned as part of an official investigation of the King County Department of Adult and Juvenile Detention. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the law of the State of Washington and its constitution and the Constitution of the United States. This includes the right not to be compelled to incriminate yourself and to have your union representative or union legal counsel present during questioning.

I further wish to advise you that if you refuse to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to Departmental charges that could result in your dismissal from the Department. If you do answer, neither your statement nor any information or evidence that is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Departmental charges.

At this time you should understand that I am ordering you to answer the questions put to you.

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL**  
**2084-S**  
**REPRESENTING SUPERVISORS IN JUVENILE DETENTION DIVISION**  
**KING COUNTY**  
**DEPARTMENT OF ADULT AND JUVENILE DETENTION**

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WHEREAS the parties to this Agreement, King County (the Employer) and Washington State Council of County and City Employees Local 2084-S (the Union) are parties to a collective bargaining agreement covering the period January 1, 2001 through December 31, 2003 (the contract).

NOW THEREFORE the parties hereto agree to following terms and conditions:

Effective January 1, 2000, all rates of pay for all classifications covered by the contract will be increased by 2.52 percent plus 1 percent.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2001

By \_\_\_\_\_  
King County Executive

WASHINGTON STATE COUNCIL OF COUNTY  
AND CITY EMPLOYEES, LOCAL 2084-S:

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ROB M. SPRAGUE  
STAFF REPRESENTATIVE