



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 1, 2000**

**Ordinance 13712**

**Proposed No.** 2000-0059

**Sponsors** Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting the Collective  
2 Bargaining Agreement and seven Memoranda of  
3 Understanding negotiated by and between King County and  
4 Washington State Council of County and City Employees,  
5 Local 2084, representing employees previously in the  
6 Department of Youth Services and are now in the Departments  
7 of Construction and Facilities Management, Adult and  
8 Juvenile Detention as well as those employees who were hired  
9 by the Superior Court; and establishing the effective date of  
10 said Agreement.

11 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

12 **SECTION 1.** The Collective Bargaining Agreement negotiated between King  
13 County and the Washington State Council of County and City Employees, Local 2084,  
14 representing employees previously in the Department of Youth Services and are now in  
15 the Departments of Construction and Facilities Management, Adult and Juvenile  
16 Detention as well as those employees who were hired by the Superior Court and attached  
17 hereto is hereby approved and adopted by this reference made a part hereof.

18            SECTION 2. The seven Memoranda of Understanding negotiated between King  
19 County and the Washington State Council of County and City Employees, Local 2084  
20 and attached hereto are hereby approved and adopted by their reference and made a part  
21 hereof. These Memoranda of Understanding relate to:

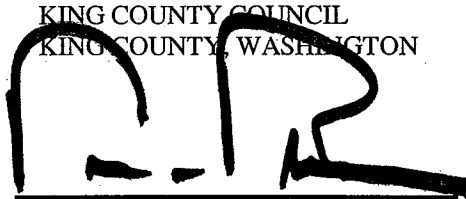
- 22                    A. Training Committee
- 23                    B. Safety and Security
- 24                    C. 1998 Labor Agreement
- 25                    D. Payroll Change
- 26                    E. Family and Medical Leave Act
- 27                    F. Clerical Series
- 28                    G. Payment

29            SECTION 3. Terms and conditions of said agreement shall be effective from  
30 January 1, 1999, through and including December 31, 1999.

31  
  
Ordinance 13712 was introduced on 1/24/00 and approved by the Metropolitan King County Council on  
1/31/00, by the following vote:

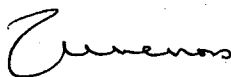
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons  
No: 0  
Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



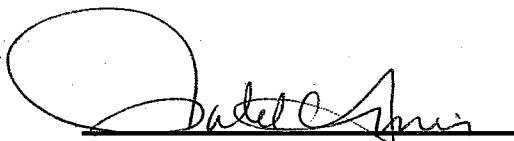
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of February, 2000.



Ron Sims, County Executive

**Attachments** A. Agreement Between King County and Washington State Council of County and City Employees Local 2084, B. WSCCE, Local 2084 Department of Youth Services Wage Addendum, C. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084 Concerning Training Committee, D. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084 Concerning Safety and Security, E. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084-1998 Labor Agreement, F. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084-Payroll Change, G. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084-Family and Medical Leave Act, H. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084-Clerical Series, I. Memorandum of Understanding Between King County and Washington State Council of County and City Employees Local 2084-Payment

ATTACHMENT A  
AGREEMENT BETWEEN  
KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
LOCAL 2084

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ARTICLE 1. PURPOSE AND LABOR-MANAGEMENT COMMITTEE .....1

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1 AGREEMENT BETWEEN  
2 KING COUNTY  
3 AND  
4 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
5 LOCAL 2084  
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7 These Articles constitute an Agreement between King County (County) and the Washington  
8 State Council of County and City Employees (WSCCCE), Local 2084 (Union).  
9

10 **ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE**

11 **Section 1. Purpose:** The purpose of this Agreement is to set forth in writing the negotiated  
12 wages, hours and working conditions for those employees other than confidential who occupy the  
13 classifications listed in Addendum A and work at the Department of Youth Services (DYS).

14 **Section 2. Labor-Management Committee:**

15 A. The parties agree to establish a Joint Labor-Management Committee (JLMC)  
16 which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use  
17 principles of interest-based bargaining to interpret, apply, and resolve issues affecting Labor and/or  
18 Management.

19 B. The role of the JLMC is to oversee the tasks and/or committees called for in this  
20 Agreement and to provide the necessary coordination on matters involving the following principles:

- 21 • To deal jointly with issues
- 22 • To maintain and improve labor-management relations and communications
- 23 • Establish commitment, mutual trust, and mutual respect
- 24 • To help identify and solve problems
- 25 • As a forum to exchange information
- 26 • To promote the highest degree of efficiency and responsibility in

27 performance of the work and the accomplishment of the public purpose of DYS

- 28 • Perform other duties as contained in this Agreement

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

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

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

15 Section 3. All words under this Agreement shall have their ordinary and usual meaning  
16 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 DYS.

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.



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 DYS, 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 DYS/designee will determine staff authorized for access to  
19 personnel files maintained in DYS. All persons with the exception of DYS 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 County with due speed  
7 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 DYS. Such notification will include a list of duties  
18 and responsibilities, along with a statement of the desirable qualifications.

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

<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

17  
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 worked.  
15 In addition to the holiday compensation for actual hours worked, the employees shall receive holiday  
16 pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-  
17 rated based on the employees regularly scheduled working hours. Employees will not be  
18 compensated for holidays falling on days which they are not regularly scheduled to work.

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:

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Full Years of Service		Equivalent/ Pro-Rated days (7.2 hours/day)	Annual Leave hourly accrual rate
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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25 B. Full-time regular employees hired on or before July 10, 1996 shall accrue vacation  
26 leave benefits as described in the following table:

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	0.0462
Beginning of year 2	12**	86.40	3.60	0.0462
Beginning of year 3	12**	86.40	3.60	0.0462
Beginning of year 4	15	120.00	5.00	0.0642
Beginning of year 5	15	120.00	5.00	0.0642
Beginning of year 6	15	120.00	5.00	0.0642
Beginning of year 7	15	120.00	5.00	0.0642
Beginning of year 8	15	120.00	5.00	0.0642
Beginning of year 9	15	120.00	5.00	0.0642
Beginning of year 10	15	120.00	5.00	0.0642
Beginning of year 11	20**	144.00	6.00	0.0770
Beginning of year 12	20**	144.00	6.00	0.0770
Beginning of year 13	20	160.08	6.67	0.0856
Beginning of year 14	20	160.08	6.67	0.0856
Beginning of year 15	20	160.08	6.67	0.0856
Beginning of year 16	20	160.08	6.67	0.0856
Beginning of year 17	20	160.08	6.67	0.0856
Beginning of year 18	20	160.08	6.67	0.0856

**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>
Beginning of year 19	23**	165.60	6.90	0.0885
Beginning of year 20	24**	172.80	7.20	0.0924
Beginning of year 21	25**	180.00	7.50	0.0962
Beginning of year 22	26**	187.20	7.80	0.1001
Beginning of year 23	27**	194.40	8.10	0.1039
Beginning of year 24	28**	201.60	8.40	0.1078
Beginning of year 25	29**	208.80	8.70	0.1116
Beginning of year 26	30**	216.00	9.00	0.1154
<b>Maximum Vacation Balance allowable is 60 days</b>				
(Sick Leave is accrued on each paycheck at the rate of:				
.04616 hrs. for each compensated hour, i.e., 3.6 hrs./semi-monthly (7.2 hrs./mo.)				

**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



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

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

9 **Section 6.**

10 **A.** One vacation preference request will be granted for a single period of consecutive  
11 work days off for vacation for a period beginning April 1 and ending the following March 31. Such  
12 request must be received by the County no later than March 1. The vacation preference request shall  
13 be made on DYS Form No. 4010. Vacation preference request shall be granted on the basis of  
14 seniority within classification provided that judicial proceedings, youth services, and essential facility  
15 operations are properly staffed at all times. Employees will be notified by April 1 in regard to  
16 approval or disapproval of their requests.

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

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

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

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

6           **Section 10.** If a regular employee eligible for paid leave resigns from County employment or  
7 is laid off and subsequently returns to County employment within two years from such resignation or  
8 layoff, as applicable, the employee's prior County service shall be counted in determining the  
9 vacation leave accrual rate under Section 1.

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

12           **Section 12.** Employees who are in a probationary period as a result of promotion shall be  
13 entitled to use vacation time accrued in their prior position while they are in a probationary status in  
14 their new position subject to the approval of the Director of DYS or designee.

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.

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

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

**Section 2.** The parties agree that alternate work schedules may be utilized that are mutually agreed upon in writing by the employee and DYS.

**Section 3.**

**A.** Except as otherwise provided in this Article, employees shall be paid at an overtime rate of time and one-half (1.5X) their regular rate of pay for all compensable hours worked in excess of forty (40) hours per week.

**B.** Full time detention employees who work beyond their regular eight (8) hour shift shall be paid at the overtime rate for the actual time worked so long as they have not taken vacation leave during that work day.

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

**Section 4.** Normally, overtime work shall require prior approval of the individual's supervisor; however, overtime work may be approved after it is performed, provided DYS determines sufficient justification is made.

**Section 5.** An employee may request, and with approval of the Manager or designee, may receive time off in lieu of overtime pay. Such time to be on a time and one half (1.5X) basis. Provided further in a short week, if a non-detention employee or an employee not on a time clock, elects compensatory time in lieu of straight time pay for hours worked in excess of thirty-two (32) but less than forty (40), such compensatory time shall be earned at time and one-half (1.5X).

**Section 6.** A minimum of four (4) hours at the overtime rate shall be paid for each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at overtime rates. Call-out shall be defined as that circumstance when an employee, having completed the assigned shift and departed the premises, is requested by the County to return to work. Time actually spent at the workplace shall be compensated for in accordance with this Section. The



1 provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

2       **Section 7. Mandatory Training or Mandatory Meetings:** Regular full-time employees who  
3 are required by management to attend training sessions or meetings shall be paid overtime on an hour  
4 for hour basis with a minimum of two (2) hours at the overtime rate paid, if such training or  
5 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 DYS 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 an individual's current classification. The purpose of alternate  
7 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. Recruitment for Alternate Assignments:**

18 1. The County will circulate among all staff a description of the nature of the  
19 alternate assignment, the duration of the assignment, the applicable salary level, and desirable  
20 qualifications. Interested candidates will be invited to apply to the appointing authority.

21 2. The nature of the application, and the selection process will be determined  
22 by the County.

23 3. The appointing authority will make the final decision.

24 **D. Performance Evaluation of alternate assignment employees:** Evaluations shall  
25 be conducted every three (3) months for employees who work the assignments.

26 **E. Compensation:** Employees who work an alternate assignment shall be  
27 compensated in accordance with the King County Career Service Guidelines.

28 1. Employees who work an alternate assignment within their current

1 classification or in a classification where the same pay range is the same as their current classification  
2 will receive no additional compensation.

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

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

9                   **F. Seniority:** Employees who work alternate assignments shall accrue seniority only  
10 within their regular classification.

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 DYS with the same classification, title and seniority, the layoff shall be based upon total DYS  
6 seniority. If DYS seniority is tied, then the County will decide.

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

13 **A.** That at least a six-month probation period was satisfactorily completed; and,

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

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

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

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

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

27 **B.** Part-time regular employees will accrue seniority, based on a prorated formula in  
28 accordance with the number of hours worked during the calendar year, not to exceed a full-time

1 accrual rate.

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

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

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

14 **Section 7. Supervisors:** Supervisors who are members of the Union shall have the seniority  
15 status they previously held in this bargaining unit in the event they return to this bargaining unit  
16 without a break in service.

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 in the event that a provision of Article 12 is allegedly violated. An employee must file a  
12 grievance within ten (10) of his/her working days of the event or knowledge of the event. Temporary,  
13 provisional, term-limited temporary and probationary 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 effected  
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 is a mutually agreed document between the  
20 parties that will include, but is not limited to, the following information: date the grievance was filed  
21 by the employee, date the grievance is received by the supervisor/designee, nature of the grievance,  
22 when the event occurred, who is effected, identification of the provisions of the Agreement that  
23 apply, and the remedy sought.

24       **Section 3. Grievance Steps:**

25           **A. Step 1:**

26                   1. An employee must file a grievance form, as provided under Section 2.A and  
27 C, with his/her supervisor/designee and provide a copy to his/her elected Union area  
28 representative/designee.

1                   2. The supervisor will have ten (10) of his/her working days from receipt of  
2 the timely filed written grievance in which to meet with the employee and the elected union area  
3 representative or Union president/designee and provide a written response. A copy of the written  
4 response will be provided to the meeting attendees, the Union's judicial officer and the employee's  
5 division manager.

6                   3. If the written response does not resolve the grievance, the Council 2  
7 representative/designee has twenty-one (21) calendar days in which to submit a written request to the  
8 employee's division manager/designee for a Step 2 meeting.

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

13                   **B. Step 2:**

14                   1. The division manager/designee will have fifteen (15) of his/her working  
15 days from receipt of the timely written request for a Step 2 meeting in which to meet with the  
16 employee and the elected Union area representative and/or Union president/designee and provide a  
17 written response. A copy of the written response will be provided to the meeting attendees, the  
18 Union's judicial officer and Director of DYS.

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

23                   3. If the written response does not resolve the grievance, whether such  
24 grievance is filed by an employee or is class action, the Council 2 representative/designee has twenty-  
25 one (21) calendar days in which to submit a written request for a Step 3 meeting to the Director of  
26 DYS or designee.

27                   **C. Step 3:**

28                   1. The Director of DYS or designee will have fifteen (15) of his/her working

1 days from the receipt of the timely written request for a Step 3 meeting in which to meet with the  
 2 employee (unless it is a class action grievance), Council 2 representative/designee and Union  
 3 president/designee and provide a written response. A copy of the written response will be provided to  
 4 the meeting attendees, the Union's judicial officer and the Director of OHRM/designee.

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

8                   **Section 4. Arbitration:**

9                   A. In the event that arbitration is timely requested, the parties will meet to select an  
 10 arbitrator. If they are unable to select an arbitrator, they will request from the American Arbitration  
 11 Association (AAA) a list of five (5) arbitrators. The Union will have the first opportunity to strike  
 12 from the list furnished by AAA.

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

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

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

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

23                   **Section 5. Timelines and Forfeiture:** Timelines may be extended by mutual written  
 24 agreement.

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

26                   A. **Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing a  
 27 unfair labor practice charge with the PERC, the complaining party will notify the other party, in  
 28 writing, meet, and attempt to resolve the matter unless the deadline for filing with the PERC would



1 otherwise pass or the complaining party is seeking a temporary restraining order as relief.

2           **B. Mediation:** Either party may request mediation following a Step 3 response that  
3 does not resolve the grievance. Should both parties agree they will meet with a mediator and try to  
4 resolve the grievance. In the event that the grievance is not resolved, the Union will have thirty (30)  
5 calendar days from the close of the mediation session in which to submit a written request for  
6 arbitration to the Director of OHRM/designee.

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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 the positions and the employees occupying the positions. The County may make changes to the  
 4 Master Schedule to meet its staffing needs after the Master Schedule is established. The County shall  
 5 notify the Union of changes to the Master Schedule. Assignments of regular employees to these  
 6 changed job slots shall be made as follows:

7 1. Any new job slot added to the master schedule shall be posted for bid to all  
 8 employees within the classification.

9 2. Collapse or combination of units shall be done in the following manner:

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

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

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

19 A. Job bid requests may be initiated at any time [see Subsection 3.1.(d)2: below].

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

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

25 **Section 3. Bid Process:**

26 1. Regular employees must indicate:

27 a. JSO staff may bid within classification for shift, days off, and unit  
 28 assignment. Units are defined as:

- 1 Intake
- 2 Control
- 3 Transport
- 4 Girls
- 5 Boys
- 6 Floater

7 b. For Court Services:

- 8 (1) Shift, unit assignment
- 9 (2) Floater position

10 c. For Facilities and Kitchen:

- 11 (1) Shift and days off

12 d. For All Other Classifications:

- 13 (1) Unit assignment, shift and days off (if applicable)

- 14 (2) Bids must be on file prior to the initial position in a sequence

15 becoming vacant in order to be considered for that position or any subsequent opening which may  
 16 occur as a result of that vacancy. For the purpose of this Section, the date of the initial position  
 17 becoming vacant means the date a resignation letter or a termination form is received and date/time  
 18 stamped by DYS Human Resources; at the time a new job offer is accepted on a promotion; at the  
 19 time a transfer request is approved; or at the time the termination/demotion of an employee is  
 20 formalized in writing by the Director of DYS or designee.

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

23 (4) Employees on probationary status or written performance  
 24 improvement plans may not participate in the bid system.

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

27 (6) When a job slot is accepted or rejected by the employee as a result  
 28 of a bid, all other bids the employee has on file are canceled. Bids may be resubmitted when the

1 employee again becomes eligible.

2 (7) Once bids are on file they remain indefinitely until canceled by the  
3 employee or canceled subject to No. 6.

4 **Section 4. Temporary Reassignment for Employees.**

5 **A. Reassignment:** Reassignment for the purposes of this Section means: Assignment  
6 to different duties and location within his/her classification while retaining the same days off and  
7 shift. The DYS may temporarily reassign regular employees as necessary when:

8 1. An employee is unable to work in his/her assignment due to an investigation  
9 in progress, such as by a law enforcement agency, Child Protective Services or DYS.

10 2. There is a documented conflict between co-workers and a solution is being  
11 addressed by a plan of action.

12 3. There is a specific training need for staff.

13 4. In cases of temporary hall closure, staff will be temporarily reassigned as  
14 floaters within their classification and shift and days off.

15 5. There is a specific job function which must be performed by an employee of  
16 the same sex as the youth involved.

17 6. In emergency situations where building, staff or resident safety and security  
18 is threatened.

19 7. To relieve staff within the same classification for personal breaks.

20 **Section 5.** In the case of an unforeseen combination of circumstances or the resulting state  
21 that calls for immediate action, employees may be required upon short notice to work shifts, or hours,  
22 or days for the period of the need only.

23 **Section 6. Position Openings:** Position openings which result from the exercise of the  
24 provisions specified in Section 2 herein shall be filled in accordance with the Personnel Guidelines  
25 and the County's hiring policies and practices. Certification lists from OHRM shall include the  
26 referral of five regular DYS candidates who have passed the examination. There will be no limit to  
27 the number of referrals for regular DYS candidates who have passed the examination.

28 **Section 7. Hiring Decisions Not Grievable:** Hiring decisions resulting from the process

1 described in Section 2 of this Article shall be the sole province of management and as such are not  
2 grievable under the terms of this Agreement.

3           **Section 8.** Regular employees promoted who do not complete their probationary period shall  
4 have a right to return to the job slot previously held if still vacant or to a position in the same  
5 classification with full seniority rights.

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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: TEMPORARY EMPLOYEES**

2       **Section 1.** The starting times, work schedules and work location for temporary employees  
3 shall be determined by the employer.

4       **Section 2.** Temporary employees shall not accrue seniority. However, provided there is no  
5 break in service, temporary employees who are subsequently hired as regular employees shall be able  
6 to apply fifty percent (50%) of straight-time hours worked in temporary positions toward the  
7 probationary period required of all new regular employees. Credit for hours worked shall be rounded  
8 to the nearest half month. Example: Employee works 800 hours immediately preceding appointment  
9 to regular position. The probation period is reduced from six (6) months to three and one-half (3-1/2)  
10 months ( $800 \times 50\% = 400 - 156 = 2.30$  or 2.5 months credit).

11       **Section 3.** Temporary employees, except term-limited temporary, shall not be eligible to  
12 receive insured benefits or paid leaves. However, temporary employees who have worked in excess  
13 of 936 straight time hours in a year shall receive compensation in lieu of leave benefits at the rate of  
14 15% of the gross pay for all hours worked, paid retroactive to the first hour of employment, and for  
15 each hour worked thereafter. The employee will also receive a one-time only payment in a amount  
16 equal to the direct cost of three months of insured benefit, as determined by OHRM, and, in lieu of  
17 insured benefits, an amount equal to the direct cost to the County for each employee for whom  
18 insured benefits are provided, prorated to reflect the affected employee's normal work week, for each  
19 hour worked thereafter. Such additional compensation shall continue until termination of  
20 employment or hire into a full-time regular, part-time regular or term-limited temporary position.  
21 Further, employees receiving pay in lieu of insured benefits may elect to receive the medical  
22 component of the insured benefit plan, with the cost to be deducted from their gross pay; provided,  
23 that an employee who so elects shall remain in the selected plan until termination of employment,  
24 hire into a full-time regular, part-time regular, or term-limited temporary position, or service of an  
25 appropriate notice of change or cancellation during the employee benefits annual open-enrollment.

26       **Section 4. Overtime.** Temporary employees shall be compensated at one and one-half times  
27 the regular hourly rate of pay for all hours worked in excess of 40 hours in a work week. The work  
28 week is defined as Sunday through Saturday.



1 **ARTICLE 18: 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 DYS/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 DYS/designee.

8           **Section 3. Facilities:** DYS 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:** DYS supplies and equipment shall not be used in performing any  
11 function related to the activities of the Union.

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**ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN**

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

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1 **ARTICLE 20: 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 21: WAGE RATES**

2 **Section 1. Pay Ranges:** Pay ranges and pay range assignments for each classification is set  
3 forth in Addendum A.

4 **Section 2. Step Increases:**

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

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

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

1 **ARTICLE 22: 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, 1999 through December 31, 1999.

5  
6 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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9  
10 By \_\_\_\_\_

11 King County Executive

12  
13 UNION:

14  
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17 \_\_\_\_\_  
18 John Cole, Director for Staff Services

19 Washington State Council of County and City Employees

20  
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22 \_\_\_\_\_  
23 Orla Poole, President, Local 2084

24 Washington State Council of County and City Employees

**WSCCCE, LOCAL 2084**  
**DEPARTMENT OF YOUTH SERVICES Wage Addendum**

**13712**

New Class Code	Classification	Range *
4200100	Administrative Office Assistant	29
4201100	Administrative Specialist I	33
4201200	Administrative Specialist II	37
4201300	Administrative Specialist III	41
2211200	Inventory Purchasing Specialist II	44
2131200	Business & Finance Officer II	53
2441200	Project/Program Manager II	57
2441300	Project/Program Manager III	60
4101200	Fiscal Specialist II	38
4101300	Fiscal Specialist III	42
3113100	Psychiatric Evaluation Specialist	55
3421100	Health Care Assistant	34
3500200	Recreation Coordinator	47
4300200	Customer Service Specialist II	36
5210200	Community Surveillance Officer	45
9500100	Cook Helper	24
9500201	Cook/Baker - Lead	44
9500200	Cook/Baker	40
5212100	Community Corrections Placement Specialist	53
6213100	Juvenile Probation Counselor	53
6213200	Juvenile Probation Counselor - Lead	55
5217100	Orientation & Assessment Specialist	53
5245100	Training Coordinator	53
9101100	Custodian	30
8105100	Facilities Maintenance Constructor	45
5244100	Chemical Dependency Youth Specialist	45
5243100	Youth Training Specialist	56
	Social Services Coordinator	55
5213200	Detention Lead	49
5213100	Detention Officer	45

\* Employees hourly rate will be that rate represented on the King County Standardized Salary Schedule using the 40 hour rate line. Salaries are calculated using that 40 hour rate line multiplied by the number of hours actually worked.

**ATTACHMENT C**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084**  
**CONCERNING**  
**TRAINING COMMITTEE**

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In support of delivering quality services to the citizens of King County, the parties mutually endorse training and professional development. Employees are expected to maintain job skills and it is recognized that participation in and successful completion of training is a job requirement. We encourage employees to develop themselves both personally and professionally.

The Department shall establish a Training Committee to advance the department's training philosophy and goals. The Committee's responsibilities shall include, but not be limited to, develop and recommend for adoption and, when assigned, implementation and maintenance of:

1. Agency training policy and procedures, including tuition reimbursement.
2. Annual agency and divisional training plans.

The parties shall appoint equal representatives to serve on the Training Committee. There will be overlapping terms to ensure consistent representation on the committee. The committee will make reports and recommendations to the Director and the Joint Labor/Management Committee. This provision is excluded from the grievance procedure.

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John Cole, Director for Staff Services  
Washington State Council of County and City Employees

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Date

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Orla Poole, President, Local 2084  
Washington State Council of County and City Employees

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Date

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King County Executive

---

Date

**ATTACHMENT D**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084**  
**CONCERNING**  
**SAFETY AND SECURITY**

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The parties agree on the importance of a safe, secure and healthy work environment. To that end, the Department of Youth Services shall establish a Safety Committee as required by WAC 296-24. The Safety Committee shall include representation from all areas of the department. In addition to its mandated functions, the Safety Committee shall review issues and make recommendations regarding safety, security and health. Such review and recommendations shall encompass all DYS operations (internal and external to the DYS building itself). The Safety Committee shall report quarterly to the Joint Labor/Management Committee.

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John Cole, Director for Staff Services  
Washington State Council of County and City Employees

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Date

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Orla Poole, President, Local 2084  
Washington State Council of County and City Employees

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Date

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King County Executive

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Date



**ATTACHMENT E**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084**

**Subject:**     **1998 Labor Agreement**

The parties agree to extend the terms of the January 1, 1995 through December 31, 1997 labor agreement through 1998. In addition, new classifications and wage rates as provided under the 1998 wage Addendum A shall be effective as of January 1, 1998.

\_\_\_\_\_  
 John Cole, Director for Staff Services  
 Washington State Council of County and City Employees

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Orla Poole, President, Local 2084  
 Washington State Council of County and City Employees

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

**ATTACHMENT F**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084**

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**Subject:**     Payroll Change

The union agrees to the implementation of a change in the County's payroll process if such change is enacted by ordinance or Executive Order.

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John Cole, Director for Staff Services  
Washington State Council of County and City Employees

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Date

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Orla Poole, President, Local 2084  
Washington State Council of County and City Employees

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Date

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King County Executive

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Date

**ATTACHMENT G**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084**

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**Subject:**     **Family and Medical Leave Act**

The parties agree that the 1998 and 1999 collective bargaining agreements will be construed in a manner consistent with the federal Family and Medical Leave Act. The parties further agree that at such time as either the County Council enacts an ordinance or the County Executive issues an executive order relating to the Family and Medical leave Act, either party may request to bargain the application and any effects of that ordinance or executive order may have on the Agreement(s).

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John Cole, Director for Staff Services  
Washington State Council of County and City Employees

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Date

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Orla Poole, President, Local 2084  
Washington State Council of County and City Employees

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Date

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King County Executive

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Date

**ATTACHMENT H**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084**

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**Subject:     Clerical Series**

During the term of the 1998 or 1999 collective bargaining agreements either party may request to meet to discuss the effects of how the Compensation/Classification coalition bargaining for the County's clerical series effects the hourly rate of pay for members in the effected clerical classifications.

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John Cole, Director for Staff Services  
Washington State Council of County and City Employees

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Date

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Orla Poole, President, Local 2084  
Washington State Council of County and City Employees

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Date

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King County Executive

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Date

ATTACHMENT I  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KING COUNTY  
AND  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
LOCAL 2084

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**Subject:**     Payment

Regular employees who were employed by the Department of Youth Services on January 1, 1998, and in a classification covered under the Labor Agreement, except Administrative Office Assistant and Administrative Specialist I, shall receive at least 2% lump sum payment mandatory withholdings for all 1998 compensable hours.

Regular employees who are classified as Administrative Specialist I on January 1, 1998, and at Step 10 shall receive 3.42% lump sum payment for all 1998 compensable hours. Regular employees in the classifications of Administrative Office Assistant and Administrative Specialist I who are not at step 10 shall receive a lump sum payment based on their initial step placement on January 1, 1998, plus an additional step, not to exceed the top step of the pay range.

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John Cole, Director for Staff Services  
Washington State Council of County and City Employees

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Date

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Orla Poole, President, Local 2084  
Washington State Council of County and City Employees

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Date

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King County Executive

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Date



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 1, 2000**

**Ordinance 13713**

**Proposed No. 2000-0060**

**Sponsors Pullen, Nickels and Phillips**

1 AN ORDINANCE approving and adopting a Memorandum of  
2 Understanding extending the current Collective Bargaining  
3 Agreement negotiated by and between King County and the  
4 International Federation of Professional and Technical  
5 Engineers, AFL-CIO/CLC, Local 17 (Rideshare), representing  
6 employees in the Department of Transportation; and  
7 establishing the effective date of said Agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

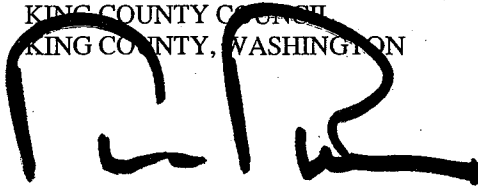
9 SECTION 1. The Collective Bargaining Agreement negotiated between King  
10 County and the International Federation of Professional and Technical Engineers, AFL-  
11 CIO/CLC, Local 17 (Rideshare), representing employees in the department of  
12 transportation, and attached hereto is hereby approved and adopted by this reference  
13 made a part hereof.

14 SECTION 2. Terms and conditions of the Memorandum of Understanding,  
15 adopting and amending in certain parts the current Collective Bargaining Agreement,  
16 shall be effective from January 1, 2000, through and including December 14, 2000.  
17

Ordinance 13713 was introduced on 1/24/00 and approved by the Metropolitan King County Council on 1/31/00, by the following vote:

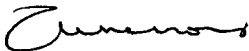
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons  
No: 0  
Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



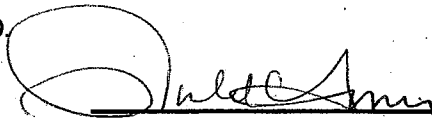
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of February, 2000.



Ron Sims, County Executive

**Attachments** A. Memorandum of Agreement regarding Wages for Administrative Support Services Occupational Group, B. Memorandum of Understanding between K C & I F P & T E, Local 17 - Rideshare.doc, C. Memorandum of Agreement re Temp & Part-Time Employment, D. Agreement by and between King County and the International Federation of Professional and Technical Engineers, Local 17, E Memorandum of Agreement between IFP & TE and KC 1-1-2000 through 12-14-2000