



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 30, 2002

Ordinance 14436

Proposed No. 2002-0318.2

Sponsors Constantine

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and King County
4 Juvenile Detention Guild representing employees in the
5 department of adult and juvenile detention; and establishing
6 the effective date of said agreement.

7
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and memorandum of
11 agreement negotiated between King County and King County Juvenile Detention Guild
12 representing employees in the department of adult and juvenile detention and attached
13 hereto is hereby approved and adopted by this reference made a part hereof, subject to
14 appropriation authority.

15 SECTION 2. Terms and conditions of said agreement and memorandum of

16 agreement, shall be effective from January 1, 2002, through and including December 31,
17 2004.

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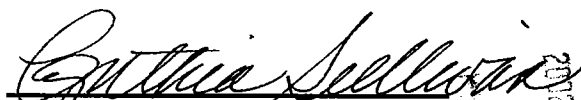
Ordinance 14436 was introduced on 7/15/2002 and passed as amended by the Metropolitan King County Council on 7/29/2002, by the following vote:

Yes: 10 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. Constantine, Mr. Pullen, Mr. Gossett and Ms. Patterson

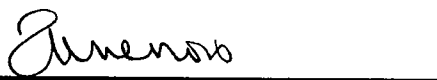
No: 0

Excused: 3 - Mr. McKenna, Ms. Hague and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

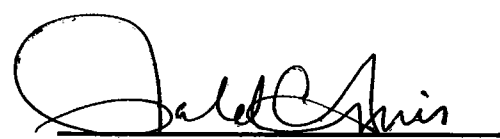
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
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CLERK OF THE KING COUNTY COUNCIL

APPROVED this 9 day of August, 2002.


Ron Sims, County Executive

- Attachments**
- A. Agreement Between King County and King County Juvenile Detention Guild - Juvenile Detention Division Employees [296C0102], B. Addendum A - Agreement Between King County and King County Juvenile Detention Guild - Juvenile Detention Division Employees [296W0102], C. Memorandum of Agreement By and Between King County and Juvenile Detention Guild Representing Supervisors in Juvenile Detention Division [296U0102]

1 AGREEMENT BETWEEN

2 KING COUNTY

3 AND

4 KING COUNTY JUVENILE DETENTION GUILD

5 Juvenile Detention Division Employees

6

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1 Detention Division

- 2 • Perform other duties as contained in this Agreement

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

9 D. The parties agree that the JLMC will be comprised of equal representation of the
10 County which may include one representative from the Human Resources Division of the Department
11 of Executive Services (HRD) and the Guild.

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

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

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

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

5 **Section 2. Guild Membership:** It shall be a condition of employment that all employees
6 covered by this Agreement shall, within thirty (30) days of the effective date of the Agreement,
7 become and remain members in good standing or pay an agency fee. It shall also be a condition of
8 employment that all employees covered by this Agreement and hired or assigned into the bargaining
9 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 Guild or pay an agency fee.

11 **Section 3. Exemption:** Nothing contained in Section 2 shall require an employee to join the
12 Guild who objects to membership in the Guild 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 Guild 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 the Guild and shall transmit the same to its treasurer.

21 **Section 5. Indemnification:** The Guild will indemnify, defend and hold the County harmless
22 against any claims made and against any suit instituted against the County on account of any check-
23 off of dues for the Guild. The Guild agrees to refund to the County any amounts paid to it in error on
24 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. Determine the mission, budget, organization, number of employees, and internal security
6 practices of the Department of Adult and Juvenile Detention;

7 B. Recruit, examine, evaluate, select, promote, transfer and train employees of its choosing,
8 and to determine the times and methods of such actions;

9 C. Discipline of employees (including but not limited to, suspension, demotion, or discharge
10 for just cause); provided that when a transfer is intended as a disciplinary sanction, it is subject to the
11 Just Cause requirement per Article 5 of this Agreement;

12 D. Assign, direct and reduce the workforce; develop and modify class specifications as well
13 as assignment for the salary range for each classification and allocate positions to those
14 classifications; determine the methods, materials and tools to accomplish the work; designate duty
15 stations and assign employees to those duty stations.

16 E. Establish work rules; assign the hours of work. Take whatever actions may be necessary
17 to carry out the Department of Adult and Juvenile Detention's mission in case of emergency.

18 F. All of the functions, rights, powers and authority of the County not specifically abridged,
19 delegated or modified by this Agreement are recognized by the Guild as being retained by the 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 Guild 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 Guild, the Director of DAJD/designee, and by the Human Resources Division Manager of the
18 Department of Executive Services/designee.

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1. Just Cause Standard:** No regular employee shall be disciplined except for just
3 cause. For purposes of this Article, employees in a probationary status are not regular employees.

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 Guild 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 Guild and the County, employees
25 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

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

28 **Section 6. Mileage:** All employees who have been authorized to use their own transportation

1 on County business shall be reimbursed at the IRS rate.

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

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

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

14 **Section 10. Reclassified Positions:**

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

19 B. The County and the Guild 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.

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 day of November of each year. These days may be used in the same manner as

1 any 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 not relieved of regularly scheduled duty due to holiday
10 staffing shall either receive an additional day's pay or shall at their option receive a substitute holiday,
11 use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one
12 (1) year shall be 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.

19 **Section 5. Holiday Staffing Levels:** The County retains the right to determine the level of
20 staffing required on celebrated holidays to meet reduced workload needs. In most cases, the level of
21 staffing on celebrated holidays will be the same as weekend staffing levels. Staff who are not
22 required to work on celebrated holidays will be entitled to holiday compensation pursuant to Section
23 4 regarding employees who do not work on a holiday.

1 **ARTICLE 7: VACATIONS**

2 **Section 1.**

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

5

6 **TABLE 2. Vacation Leave Schedule for Full-Time Regular Employees**

7 Length of Service	8 Annual Leave in Days (7.2 hrs./day accrual rate)
9 Upon hire through end of year 5	12
10 Upon beginning of year 6	15
11 Upon beginning of year 9	16
12 Upon beginning of year 11	20
13 Upon beginning of year 17	21
14 Upon beginning of year 18	22
15 Upon beginning of year 19	23
16 Upon beginning of year 20	24
17 Upon beginning of year 21	25
18 Upon beginning of year 22	26
19 Upon beginning of year 23	27
20 Upon beginning of year 24	28
21 Upon beginning of year 25	29
22 Upon beginning of year 26 and beyond	30
23 Maximum Vacation Balance allowable is 60 days	

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

28 **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 accrued.

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 (6) months of County service in a paid leave eligible position. Payment shall be the accrued
7 vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County
8 employment less mandatory withholdings.

9 **Section 6. Vacation Scheduling Procedure**

10 **A.** An employee may make up to six (6) vacation requests for the period beginning
11 April 1st and ending the following March 31st. These requests must be received by the County no
12 later than the preceding March 1st. For Detention Officers, up to two (2) vacation requests will be
13 granted based on seniority within classification and available vacation slots identified in Paragraph D
14 of this Section, below. For all others, vacation requests will be granted by seniority within
15 classification provided that judicial proceedings, youth services, and essential facility operations are
16 properly staffed at all times. Employees must indicate their vacation period preferences when
17 submitting their request. The vacation preference request shall be made on the appropriate Juvenile
18 Detention Division form. Employees will be notified by April 1 in regard to approval or disapproval
19 of their requests.

20 **B.** Employees will be limited to the use of current vacation accruals and projected
21 vacation accruals when identifying their bid requests. Each vacation bid must be for consecutive
22 days.

23 **C.** Vacation requests received after March 1 shall be considered and approved on the
24 basis of the date the request is received by the Department and the availability of slots identified in
25 Paragraph D of this Section, below. Notification to the employee will be made within fifteen (15)
26 days of a requested vacation slot becoming available.

27 **D.** The number of vacation slots available for Detention Officers for each shift shall
28 be as follows:

1	Day Shift:	5
2	Swing Shift:	3
3	Graveyard:	2

4 If only one day in a vacation request is above the limits defined above, the leave shall be
5 granted.

6 E. On or about January 15 of each calendar year, the parties will meet to determine if
7 additional vacation slots will be made available for the coming year (April 1 – March 31).

8 F. Employees who transfer or rebid to a different shift shall maintain their vacation
9 bid.

10 G. If a vacation bid is canceled due to illness, injury, termination, leave of absence,
11 etc., the vacation period will be filled from the waiting list established in accordance with Section C
12 of this Article.

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 Director of DAJD 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 accrued.

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 accrued
18 to the employee as of the date of separation or termination. Should a regular employee resign or be
19 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 (5) years of County service and who retire as a result of length of service or who terminate
22 by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as
23 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
24 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
25 mandatory 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.

7 **Section 12. Sick Leave Incentive.** In January of each calendar year, employee sick leave
8 usage will be reviewed. Regular, full-time employees who have used one (1) day or less of sick leave
9 in the proceeding calendar year shall be rewarded by having two days of additional hours credited to
10 their vacation account. Employees who have used more than one (1) day but less than four (4) days
11 of sick leave hours shall have one day credited to their vacation account. The additional vacation
12 credits specified herein shall not affect accrued sick leave amounts.

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
19 day off falls within the prescribed period of absence, it shall not be charged against the employee's
20 sick 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 bi-weekly work period
3 shall consist of seventy-two (72) hours. The normal workday shall be eight (8) hours. Scheduled
4 days off shall be two (2) consecutive days one (1) week and three (3) consecutive days in the next
5 week.

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

8 **Section 3.**

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

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

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

17 **Section 4.** Normally, overtime work shall require prior approval of the individual's
18 supervisor; however, overtime work may be approved after it is performed, provided the Juvenile
19 Detention Division Manager/designee determines sufficient justification is made. Attendance for
20 assigned overtime shifts shall be subject to the same rules as attendance at an employee's regular
21 shift; employees must call in to be excused pursuant to the same rules for excuse from a regular shift;
22 failure to appear shall be subject to counseling and/or discipline according to regular shift attendance
23 rules.

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

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 for meetings shall be paid overtime on an
9 hour 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.

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 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
25 shall 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 within
10 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 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 shall include
7 seniority accrued within the former Department of Youth Services. If Juvenile Detention Division
8 seniority is tied, then the County will decide.

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

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

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

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 event an employee does not submit a position selection, the employee will be
21 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. Classification
24 seniority shall include seniority accrued within the current job class while employed by the former
25 Department of Youth Services.

26 **A.** Calculation of seniority will be accomplished by automatically crediting each
27 employee, at the beginning of the calendar year with the number of regular hours he/she would be
28 scheduled to work during the remainder of the calendar year (1872 hours for full-time staff, 1248

1 hours for 2/3 time staff, 936 hours for half-time staff). Any leave-without-pay hours will then be
2 subtracted from total agency and classification time as they are taken throughout the calendar year.

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

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

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

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

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 **Section 1. Statement of Purpose:** The Guild 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 Guild representative/designee may file a grievance on behalf of an
11 employee in the event that a provision of Article 12 is allegedly violated. An employee must file a
12 grievance within fourteen (14) calendar 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 Guild that the County has not correctly applied the written provisions of the Agreement. Only the
16 Guild representative/designee may file a grievance form at Step 2 on behalf of affected employees.
17 The Guild representative/designee must file the grievance form within fourteen (14) calendar days of
18 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 affected, identification of the provisions of the Agreement that
23 apply, and the remedy sought.

24 **Section 3. Grievance Steps:** An employee must file a grievance form, as provided under
25 Section 2-A and C, with the Juvenile Division Manager/designee and provide a copy to his/her
26 elected Guild area representative/designee.

27 **A. Step 1:**

28 1. A Step 1 grievance will automatically be waived to Step 2 if it addresses an

1 issue that is above the supervisor's level of authority.

2 2. The supervisor will have thirty (30) calendar days from receipt of the timely
3 filed written grievance in which to meet with the employee and the elected Guild area representative
4 or Guild president/designee and provide a written response. A copy of the written response will be
5 provided to the meeting attendees, the Guild's judicial officer and the employee's division manager.

6 3. If the written response does not resolve the grievance, the Guild
7 representative/designee has thirty (30) 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 thirty (30) calendar days from
15 receipt of the timely written request for a Step 2 meeting in which to meet with the employee and the
16 elected Guild area representative and/or Guild president/designee and provide a written response. A
17 copy of the written response will be provided to the meeting attendees, the Guild's judicial officer
18 and Director of DAJD.

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

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 Guild representative/designee has thirty (30)
25 calendar days in which to submit a written request for a Step 3 meeting to the Director of DAJD or
26 designee.

27 Should the County fail to meet the timelines as noted in Step 1 or Step 2, the grievance will
28 automatically proceed to the next step in the grievance process. Should the grieving party or the

1 Guild fail to meet the timelines as noted in Step 1 or Step 2, the grievance will be considered
2 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 meet with the employee
6 (unless it is a class action grievance), Guild representative/designee and Guild president/designee and
7 provide a written response. A copy of the written response will be provided to the meeting attendees,
8 the Guild's judicial officer and the Human Resources Division Manager of the Department of
9 Executive Services/designee.

10 **Section 4. Arbitration:**

11 A. In the event that arbitration is timely requested, the parties will meet to select an
12 arbitrator. If they are unable to select an arbitrator, they will request from the American Arbitration
13 Association (AAA), or other agreed-upon service, a list of five (5) arbitrators. The Guild will have
14 the first opportunity to strike from the list furnished by AAA.

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

19 C. The arbitrator's fee and expenses will be paid equally by the parties. Each party
20 shall bear the cost of any witnesses appearing on the party's behalf. Each party shall bear the cost of
21 preparation and presentation of the matter and all costs associated with the hiring/retaining of
22 attorneys in presenting the party's case.

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

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

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

1 agreement or as otherwise agreed to by the parties.

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

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

7 **B. Mediation:** Either party may request mediation following a Step 3 response that
8 does not resolve the grievance. Should both parties agree they will meet with a mediator and try to
9 resolve the grievance. In the event that the grievance is not resolved, the Guild will have thirty (30)
10 calendar days from the close of the mediation session in which to submit a written request for
11 arbitration to the Human Resources Division Manager of the Department of Executive
12 Services/designee.

1 **ARTICLE 14: NON-DISCRIMINATION**

2 The County or the Guild 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 SHIFT/FURLOUGH BIDDING**

2 **Section 1. Shift and Furlough Bids:** Employees may bid for shift and furlough assignments.

3 **A. Initial Bid:** There will be an initial bidding process to occur at an agreed-upon
4 time after the initial implementation of this provision. All employees will participate in the initial
5 bidding process, with shift and furlough assignments made on the basis of seniority within
6 classification. The procedures for implementation of the initial bidding process shall be agreed to by
7 the Labor Management Committee.

8 **B. Annual bidding:** Shift and furlough assignments shall be made based on seniority
9 within classification on an annual basis during first quarter of each calendar year. After the annual
10 shift and furlough bidding process is complete, employees may submit bids for transfer to an open
11 shift and furlough.

12 **C. Open Transfer Bidding:** Open transfer bids shall be assigned based on the date
13 the bid is received by the Department.

14 **Section 2. Bid Process:**

15 **A. Annual rotation:** Employees must submit bids for annual rotation on the
16 approved form within the timelines established by the Department. Each bid must indicate the
17 desired shift and days off.

18 **B. Open Transfer Process:** Bids must be on file prior to the initial position
19 (shift/furlough) in a sequence becoming vacant in order to be considered for that position or any
20 subsequent opening, which may occur as a result of that vacancy. For the purpose of this Section, the
21 date of the initial position becoming vacant means the date a resignation letter or a termination form
22 is received and date/time stamped by DAJD Juvenile Detention Division; at the time a new job offer
23 is accepted on a promotion; at the time a transfer request is approved; or at the time the
24 termination/demotion of an employee is formalized in writing by the Juvenile Detention Division
25 Manger or designee.

26 **Section 3. General Provisions:**

27 **A.** Employees must accept shift/furlough assignments when offered as a result of bid.
28 If the employee refuses, the employee's name will be removed from bid system for six (6) months.

1 B. Employees on probationary status or written performance improvement plans may
2 not participate in the bid system.

3 C. Employees may not change shifts/furlough as a result of job bid requests more than
4 once in a twelve (12) month period.

5 D. When a shift/furlough slot is accepted or rejected by the employee as a result of a
6 bid, all other bids the employee has on file are canceled. Bids may be resubmitted when the
7 employee again becomes eligible.

8 E. Once bids are on file they remain indefinitely until canceled by the employee or
9 canceled subject to Paragraph D in this section.

10 **Section 4. Hiring Decisions Not Grievable:** Hiring decisions shall be the sole province of
11 management and as such are not grievable under the terms of this Agreement.

12 **Section 5.** Consistent with King County Personnel Guidelines, regular employees promoted
13 who do not complete their probationary period shall have a right to return to the job slot previously
14 held if still vacant or to a vacant position in the same classification within full seniority rights.

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

2 **Section 1. No Work Stoppages:** The County and the Guild 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 Guild 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 Guild 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. Guild's Responsibilities:** Upon notification in writing by the County to the Guild
11 that any of its members are engaged in work stoppage, the Guild 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 Guild 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 twelve (12) months to nine and one-half (9-
10 1/2) months.

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 an amount
16 equal to the direct cost of three months of insured benefit, as determined by Human Resources
17 Division Department of Executive Services, and, in lieu of insured benefits, an amount equal to the
18 direct cost to the County for each employee for whom insured benefits are provided, prorated to
19 reflect the affected employee's normal work week, for each hour worked thereafter. Such additional
20 compensation shall continue until termination of employment or hire into a full-time regular, part-
21 time regular or term-limited temporary position. Further, employees receiving pay in lieu of insured
22 benefits may elect to receive the medical component of the insured benefit plan, with the cost to be
23 deducted from their gross pay; provided, that an employee who so elects shall remain in the selected
24 plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited
25 temporary position, or service of an appropriate notice of change or cancellation during the employee
26 benefits annual open-enrollment.

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

1 week is defined as Sunday through Saturday.

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1 **ARTICLE 18: TIME, SPACE AND PROPERTY**

2 **Section 1. Work Time:** Work time shall not be used for Guild business, except as authorized
3 by the Director of DAJD/designee for those Guild 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 Guild
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 Guild 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 Guild.

1 **ARTICLE 19: 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 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 affected. The remaining parts or
7 provisions of this Agreement shall remain in full force and effect.

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. Notwithstanding the 12-month probationary period, employees shall be advanced
6 to the next step upon satisfactory completion of the first six (6) months of employment.

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

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

1 **ARTICLE 22: MISCELLANEOUS**

2 **Section 1. Language Premium:** Employees who translate a language in the work place
3 identified by management as a language for which translation activity is necessary shall be paid five
4 hundred dollars (\$500) per year. The stipend shall be paid to eligible employees in April of each
5 year. Eligible employees shall be required to pass a language proficiency test administered by the
6 County. The employer retains the discretion to determine the number of employees that may qualify
7 for the premium.

8 **Section 2. Educational Reimbursement:** The Employer agrees to reimburse employees for
9 the cost of tuition and books when courses are taken at an accredited institution, provided that such
10 courses are related to the field of criminal justice and the employee receives a grade of "C" or better.

11 **Section 3. Limited Duty:** Employees who are injured and temporarily disabled may be
12 allowed to work in a "light duty" status for a period consistent with DAJD policy (generally up to six
13 (6) months), provided there is a vacant post assignment available which meets the employee's
14 restrictions.

15 **Section 4. Probationary Period:** New, recalled, and reinstated career service employees serve
16 a probationary period from the date of their appointment. The probationary period shall last 12 months,
17 but may be extended in accordance with King County Personnel Guidelines. During this period, the
18 employee is evaluated as a part of the final selection process; appointment to a career service position is
19 not considered final unless the employee successfully completes a probationary period. Career service
20 employees who are promoted, transferred, or demoted serve a probationary period from the date of their
21 change in status. Employees in a probationary status are not "regular employees" for purposes of the just
22 cause provisions in Article 5 of this Agreement.

23 **Section 5. Tardiness:** The County's policy regarding allowable and disciplinable amounts of
24 tardiness in a year shall be changed to utilize a rolling 12-month period, rather than a calendar year.

25 **Section 6. Stipend for uniform pants and shoes:** The County will provide a stipend/voucher
26 for uniform pants and shoes consistent with the existing Detention Division uniform policy. To that
27 end, the parties shall designate a uniform committee to determine specifications for such pants and
28 shoes.

1 **Section 7. Code of Conduct:** The Guild agrees to the County's implementation of the same
2 Code of Conduct as is enforced in King County's adult correctional facility(ies).
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1 **ARTICLE 23: 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, 2002 through December 31, 2004.

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7 **APPROVED** this _____ day of _____, 2002

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11 By _____

12 King County Executive

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14 GUILD:
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19 Gerard Lee, President
20 Juvenile Detention Guild
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**ADDENDUM A
AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY JUVENILE DETENTION GUILD
Juvenile Detention Division Employees**

Classifications	Pay Range**
Administrative Office Assistant	29
Administrative Specialist I	33
Administrative Specialist II	37
Administrative Specialist III	41
Inventory Purchasing Specialist II	44
Fiscal Specialist II*	38
Health Care Assistant	34
Recreation Coordinator	47
Community Surveillance Officer	45
Cook Helper	24
Cook/Baker – Lead	44
Cook/Baker	40
Community Corrections Placement Specialist	53
Orientation & Assessment Specialist	53
Training Coordinator	53
Chemical Dependency Youth Specialist	45
Youth Training Specialist	56
Detention Lead	49
Detention Officer	45

* One Fiscal Specialist II position will remain in the bargaining unit only as long as occupied by the current occupant (Diana Martin). When this employee has vacated the position, it will become part of the Public Safety Employees, Local 519, unit, per agreement among the three unions pursuant to the reorganization and merger of former-Department of Youth Services.

** 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.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
JUVENILE DETENTION GUILD
REPRESENTING SUPERVISORS IN JUVENILE DETENTION DIVISION**

WHEREAS the parties to this Agreement, King County and the Juvenile Detention Guild, are parties to a collective bargaining agreement covering the period January 1, 2002 through December 31, 2004;

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

Effective June 8, 2001, all rates of pay for all classifications covered by the contract will be increased in accordance with the standard King County cost of living adjustment for 2000 (2.52%) and 2001 (3.11%), compounded, for a total increase of 5.71%.

APPROVED this _____ day of _____, 2002

By _____
King County Executive

JUVENILE DETENTION GUILD:

GERARD LEE
GUILD PRESIDENT