



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 30, 2012

Ordinance 17389

Proposed No. 2012-0252.1

Sponsors Phillips

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and King County Juvenile Detention Guild (Juvenile Detention)
10 representing employees in the department of adult and juvenile detention and attached
11 hereto is hereby approved and adopted by this reference made a part hereof.

12

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14

SECTION 2. Terms and conditions of said agreement shall be effective from

15

January 1, 2011, through and including December 31, 2012.

16


Ordinance 17389 was introduced on 7/16/2012 and passed by the Metropolitan King County Council on 7/30/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott

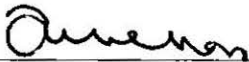
No: 0

Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

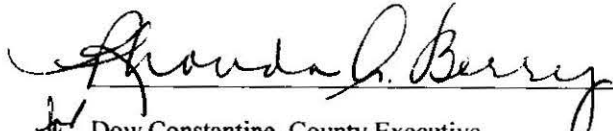
ATTEST:



Anne Noris, Clerk of the Council

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KING COUNTY COUNCIL

APPROVED this 15th day of August, 2012.


Dow Constantine, County Executive

Attachments: A. Agreement - King County Juvenile Detention Guild Juvenile Detention Division Employees

**AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY JUVENILE DETENTION GUILD
Juvenile Detention Division Employees**

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AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY JUVENILE DETENTION GUILD
Juvenile Detention Division Employees

These Articles constitute an Agreement between King County (County) and the Juvenile Detention Guild (Guild).

ARTICLE 1: PURPOSE, LABOR-MANAGEMENT COMMITTEE AND DEFINITIONS

Section 1. Purpose: The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who occupy the classifications listed in Addendum A and work at the Department of Adult and Juvenile Detention (DAJD) within the Juvenile Detention Division.

Section 2. Labor-Management Committee:

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

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

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

performance of the work and the accomplishment of the public purpose of DAJD and the Juvenile

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 meetings
5 will be chaired as agreed upon by the committee. Failing agreement, the responsibility for chairing
6 meetings shall alternate each meeting between the Guild and DAJD management. The chairperson
7 shall function as a facilitator of JLMC deliberations in accordance with the principles of interest
8 based bargaining. Each party will determine whether their chair assignment will be permanent or
9 rotate among their members.

10 D. The parties agree that the JLMC will be comprised of equal representation of the
11 County which may include one representative from the Office of Labor Relations (OLR) and the
12 Guild.

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

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

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

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

24 **Section 2. Guild Membership:** It shall be a condition of employment that all employees
25 covered by this Agreement shall, within thirty (30) days of the effective date of the Agreement,
26 become and remain members in good standing or pay an agency fee. It shall also be a condition of
27 employment that all employees covered by this Agreement and hired or assigned into the bargaining
28 unit after its effective date shall, on the thirtieth (30) day following the beginning of such

1 employment, become and remain members in good standing in the Guild or pay an agency fee.

2 **Section 3. Exemption:** Nothing contained in Section 2 shall require an employee to join the
3 Guild who objects to membership in the Guild on the grounds of a bona fide religious objection in
4 which case the employee shall pay an amount of money equivalent to the regular Guild dues and
5 initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by
6 the employee affected and the bargaining representative to which the employee would otherwise pay
7 the dues and initiation fee. If the employee and the bargaining representative are not able to agree
-8 upon a charitable organization, they shall resolve the issue through the Public Employment Relations
9 Commission. The employee shall furnish written proof that such payments have been made.

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

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

17 **Section 6. Business Leave Bank:** The Guild will establish a business leave bank for Guild
18 activity. The bank hours shall be established through the deduction of vacation hours only (excluding
19 probationary employees). Up to two (2) hours annually may be deducted from each employee's
20 leave account to fund the leave bank. The Employer agrees to administer the leave bank account,
21 provided the Guild has the sole discretion to determine who may use the business leave bank and
22 under what circumstances. The release of employees for Guild business leave shall not be
23 unreasonably withheld. The employee shall provide the Employer with a minimum of five (5) days
24 of notice. An employee on approved Guild business leave shall not be subject to discipline for going
25 into a "no pay" status.

26 **ARTICLE 3: RIGHTS OF MANAGEMENT**

27 It is recognized that the County retains the right, except as otherwise provided in this
28 Agreement, to manage the business of the County and to direct its workforce. Such functions of the

1 County include, but are not limited to:

2 A. Determine the mission, budget, organization, number of employees, and internal
3 security practices of the Department of Adult and Juvenile Detention;

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

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

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

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

16 F. All of the functions, rights, powers and authority of the County not specifically
17 abridged, delegated or modified by this Agreement are recognized by the Guild as being retained by
18 the County.

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

20 **Section 1. Waiver:** The parties acknowledge that during the negotiations resulting in this
21 Agreement each had the unlimited right and opportunity to make demands and proposals with respect
22 to any and all subjects or matters not removed by law from the area of collective bargaining and the
23 understandings and agreements arrived at by the parties after exercise of that right and opportunity
24 are set forth in this Agreement. The County and the Guild each voluntarily and unqualifiedly waive
25 the right and each agrees that the other shall not be obligated to bargain collectively with respect to
26 any subject or matter not specifically referred to or covered in this Agreement, even though such
27 subject or matter may not have been within the knowledge or contemplation of either or both of the
28 parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are

1 specifically expressed in this Agreement and such expression is all-inclusive. This Agreement
2 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,
3 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except
4 for negotiations over a successor collective bargaining agreement.

5 **Section 2. Modification:** Should the parties agree to amend or supplement the terms of this
6 Agreement, such amendments or supplements shall be in writing and effective when signed by the
7 Guild, the Director of DAJD/designee, and by the Labor Relations Director of the Office of Labor
8 Relations/designee. —

9 **ARTICLE 5: EMPLOYEE RIGHTS**

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

12 **Section 2. Disciplinary Action:**

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

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

18 **Section 3. Personnel Files:**

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

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

1 **Section 4. Class Specifications:** When the phrase, such as “performs related work as
2 required,” is incorporated into the text of an official class specification as a representative example of
3 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties
4 and responsibilities of the classification. Except as agreed to by the Guild and the County, employees
5 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

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

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

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

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

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

22 **Section 10. Reclassified Positions:**

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

27 B. The County and the Guild will review and attempt to reach a mutual agreement in
28 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified

1 positions and the salary range for the new positions. Should the parties fail to reach a mutual
2 agreement on the matter of inclusion, the matter will be referred to the Public Employment Relations
3 Commission (PERC) for unit clarification. In the event that the County wishes to fill the position
4 pending the unit clarification decision, the County will make a good faith attempt to fill the disputed
5 position on a temporary basis with a qualified employee from within the existing bargaining unit.

6 **ARTICLE 6: HOLIDAYS**

7 **Section 1.**

8 **A. Celebrated Holidays:** All regular, probationary, provisional and term-limited
9 temporary employees who work a full-time schedule shall be granted the following holidays with
10 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

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

25 **B.** All holidays are observed on the "Date Celebrated" per Section 1.A.

26 **C.** Whenever a holiday falls on a weekend, an employee whose regular furlough falls
27 on that holiday may take the immediately adjacent weekday off, provided that staffing needs are met.
28 For purposes of this section, staffing needs for Officers on 1st, 2nd and 3rd shift are met so long as

1 there are existing vacation slots available.

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

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

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

12 **Section 4. Holiday Compensation:**

13 **A.** Full-time employees who are eligible for holiday pay, who work on a celebrated
14 holiday listed in Section 1.A above shall receive regular pay, plus time-and-one-half the regular rate
15 of pay for all hours worked as a holiday premium.

16 **B.** Full-time employees who are eligible for holiday pay, who are relieved of
17 regularly scheduled duty due to holiday staffing or furlough on a celebrated holiday listed in Section
18 1.A. above, shall either receive an additional day's pay or shall at their option receive a substitute
19 holiday.

20 **C.** Full-time employees who are eligible for holiday pay, who take time off for an
21 approved sick or vacation leave day, shall be paid eight (8) hours of straight time holiday pay unless
22 otherwise eligible for overtime pursuant to Article 10.

23 **D.** Part-time employees who are eligible for holiday pay and are assigned to work on
24 a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours
25 worked. Part-time employees whose regular schedule requires them to work on a holiday, but who
26 are relieved from work for the holiday due to holiday staffing levels, will receive either holiday pay
27 at straight time or a pro-rated substitute holiday, at their option. Part-time employees will not be
28 compensated for holidays falling on days which they are not regularly scheduled to work.

E. Use of Substitute Holidays. All substitute holidays banked by employees pursuant to this Article will be banked as vacation leave, and subject to all provisions of Article 7 concerning the accrual and/or use of vacation leave, including accrual limits.

Section 5. Holiday Staffing Levels: The County retains the right to determine the level of staffing required on celebrated holidays, pursuant to Section 1.A., above, to meet reduced workload needs. In most cases, the level of staffing on celebrated holidays will be the same as weekend staffing levels. Employees to be relieved due to holiday staffing will be selected within each shift, based on seniority (per Article 12, Section 4). Fourth shift employees relieved of regular duty due to holiday staffing will have first preference to fill first-shift vacancies on the celebrated holiday.

ARTICLE 7: VACATIONS

Section 1.

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

Vacation Leave Schedule for Full-Time Regular Employees	
Length of Service	Annual Leave in Days (7.2 hrs/day accrual rate for employees on 5/4 schedule)
Upon hire through end of year 5	12
Upon beginning of year 6	15
Upon beginning of year 9	16
Upon beginning of year 11	20
Upon beginning of year 17	21
Upon beginning of year 18	22
Upon beginning of year 19	23
Upon beginning of year 20	24
Upon beginning of year 21	25
Upon beginning of year 22	26
Upon beginning of year 23	27
Upon beginning of year 24	28
Upon beginning of year 25	29
Upon beginning of year 26 and beyond	30
Maximum Vacation Balance allowable is 60 days	

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

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

7 **Section 4.** Employees eligible for paid leave shall not be eligible to take or be paid for
8 vacation leave until they have successfully completed their first six (6) months of County service in a
9 paid leave eligible position, and if they leave County employment prior to successfully completing
10 their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.
11 This provision does not restrict an employee's use of accrued leave for a qualifying event under the
12 Washington Family Care Act.

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

18 **Section 6. Vacation Scheduling Procedure**

19 **A.** An employee may make up to six (6) vacation requests for the period beginning
20 April 1st and ending the following March 31st. These requests must be received by the County no
21 later than the preceding March 1st. For Detention Officers, up to two (2) vacation requests will be
22 granted based on seniority within classification (per Article 12, Section 4) and available vacation
23 slots identified in Paragraph E of this Section, below. For all others, vacation requests will be
24 granted by seniority within classification provided that judicial proceedings, youth services, and
25 essential facility operations are properly staffed at all times. Employees must indicate their vacation
26 period preferences when submitting their request. The vacation preference request shall be made on
27 the appropriate Juvenile Detention Division form. Employees will be notified by April 1st in regard
28 to approval or disapproval of their requests.

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

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

8 **D.** If any vacation slots remain available, a Detention Officer may submit a request to
9 use one or more vacation slots. The request must be submitted five (5) days in advance of the
10 requested leave. Upon implementation of the Roster Management System, the time to request
11 available slots will be within three (3) days in advance of the requested leave.

12 **E.** The number of vacation slots available for Detention Officers for each shift shall
13 be as follows:

14	Day Shift:	5
15	Swing Shift:	3
16	Graveyard:	2

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

19 **F.** Upon request of either party, on or about January 15 of each calendar year, the
20 parties will meet to determine if additional vacation slots will be made available for the coming year
21 (April 1 – March 31).

22 **G.** Employees who transfer or rebid to a different shift shall maintain their vacation
23 bid.

24 **H.** If a vacation bid is canceled due to illness, injury, termination, leave of absence,
25 etc., the vacation period will be filled from the waiting list established in accordance with Section C
26 of this Article.

27 **Section 7.** Employees eligible for paid leave may accrue up to sixty (60) days vacation
28 calculated/adjusted to reflect the normal bi-weekly schedule not to exceed 432 hours for employees

1 on a bi-weekly schedule of 72 hours and 480 hours for those employees on a bi-weekly schedule of
2 80 hours. Employees eligible for paid leave shall use vacation leave beyond the maximum accrual
3 amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum
4 accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
5 Division Director has approved a carryover of such vacation leave because of cyclical workloads,
6 work assignments or other reasons as may be in the best interests of the County.

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

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

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

18 **Section 11.** Vacation leave may be used in quarter (1/4) hour increments, at the discretion of
19 the Division Director/designee.

20 **Section 12.** Employees who are in a probationary period as a result of promotion shall be
21 entitled to use vacation time accrued in their prior position while they are in a probationary status in
22 their new position subject to the approval of the Director of DAJD or designee. This provision does
23 not restrict an employee's use of accrued leave for a qualifying event under the Washington Family
24 Care Act.

25 **ARTICLE 8: SICK LEAVE**

26 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
27 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding
28 overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if

1 not previously accrued.

2 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
3 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
4 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any
5 vacation leave used for sick leave must be reimbursed to the County upon termination. This
6 provision does not restrict an employee's use of accrued leave for a qualifying event under the
7 Washington Family Care Act. During the first twelve (12) months of service in a paid leave eligible
8 position, employees not eligible for family medical leave under federal or state law or county
9 ordinance shall be entitled to up to thirty (30) days of unpaid job-protected leave for a qualified
10 industrial injury incurred in a reported use of force. For purposes of this section, a "qualified
11 industrial injury" is an injury for which the employee receives worker's compensation benefits.

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

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

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

22 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
23 least five (5) years of County service and who retire as a result of length of service or who terminate
24 by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as
25 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
26 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
27 mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary
28 Association (VEBA), this cash out shall be subject to those provisions.

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

2 **A.** The employee's bona fide illness; provided, that an employee who suffers an
3 occupational illness may not simultaneously collect sick leave and worker's compensation payments
4 in a total amount greater than the net regular pay of the employee;

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

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

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

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

12 **E.** The employee's medical, ocular or dental appointments, provided that the
13 employee's Division Director or designee has approved the use of sick leave for such appointments.

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

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

17 **2.** The employee is the natural parent, stepparent, adoptive parent, legal
18 guardian or other person standing *in loco parentis* to the child;

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

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

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

26 **H.** Up to one (1) day of sick leave may be used by an employee for the purpose of
27 being present at the birth of his child. Nothing in this subsection shall be construed to limit the
28 employee's rights to leave under the Federal, State or King County leave laws.

1 **Section 8.** For a qualifying leave under the Washington Family Care Act, the employee may
2 use any type of accrued leave, at their option. For a leave that does not qualify under the Washington
3 Family Care Act, the following applies: An employee who has exhausted all of his/her sick leave
4 may use accrued vacation leave as sick leave before going on leave of absence without pay. After
5 four (4) days of vacation leave have been used as an extension of sick leave during each six (6)
6 month period of a calendar year (January through June, July through December). Subsequent use of
7 vacation leave for such purpose may be used if approved by his/her manager.

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

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

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

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

19 **Section 13.** Nothing in this Article limits employees' rights to leave under the Federal, State
20 or County leave laws. In the event this Article provides lesser leave rights than Federal, State or
21 County leave laws, the applicable laws shall govern.

22 **ARTICLE 9: GENERAL LEAVES**

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

26 **Section 2. Leave - Organ Donors:** The manager shall allow all employees eligible for paid
27 leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but
28 not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days

1 paid leave, which shall not be charged to sick or vacation leaves in accordance with Chapter 3.12 of
2 the K.C.C.

3 **Section 3. Bereavement Leave:**

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

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

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

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

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

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

20 **Section 5. Jury Duty:**

21 A. Employees eligible for paid leaves who are ordered on a jury shall be entitled to
22 their regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage,
23 with the Finance and Business Operations Division of the Department of Executive Services.
24 Employees shall report back to their supervisor when dismissed from jury service.

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

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

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

5 **Section 1. Standard Work Period:** Except as otherwise provided in this article, the standard
6 bi-weekly work period shall consist of eighty (80) hours, with a standard workday of eight (8) hours,
7 and two (2) consecutive days off each week (employees in the classifications of Detention Officer,
8 Cook/Baker, Cook/Baker - Lead and Health Care Assistants shall have a thirty (30) minute lunch
9 break per shift, during which time the employee shall remain available for duty).

10 **Section 2. Employees Eligible to Work a Seventy-Two (72) Hour Work Week:** Employees
11 working a bi-weekly schedule of seventy-two (72) hours as of the final ratification of this contract,
12 are eligible to retain this option. For these employees, the normal workday shall be eight (8) hours
13 (employees in the classifications of Detention Officer, Cook/Baker, Cook/Baker - Lead and Health
14 Care Assistants shall have a thirty (30) minute lunch break per shift, during which time the employee
15 shall remain available for duty). Scheduled days off shall be two (2) consecutive days one (1) week
16 and three (3) consecutive days in the next week. Provided, that any individual employee may opt
17 instead to work a standard bi-weekly work period of eighty (80) hours, with a normal workday of
18 eight (8) hours, and two (2) consecutive days off each week. Employees who exercise this option
19 will no longer be eligible to return to a seventy-two (72) hour bi-weekly work schedule.

20 **Section 3. Alternatives to Secure Detention ("ASD") Section Schedule:** For Community
21 Surveillance Officers in the ASD section, the standard workday shall consist of eight and one-half
22 hours (8-1/2) hours, with a half hour unpaid meal break. The parties agree that this schedule may be
23 re-opened for negotiation one year after the final ratification of this Agreement, upon a showing that
24 the workload has not allowed for a half-hour meal period.

25 **Section 4.** The parties agree that alternate work schedules may be utilized that are mutually
26 agreed upon in writing by the employee and the Juvenile Detention Division Director/designee.

27 **Section 5.**

28 **A. Weekly Overtime:** Except as otherwise provided in this Article, employees shall

1 be paid at an overtime rate of one and one half (1.5) their regular rate of pay for all compensable
2 hours worked in excess of forty (40) hours per week.

3 **B. Daily Overtime:** Full time employees shall be paid at an overtime rate of one and
4 one half (1.5) their regular rate of pay for actual hours worked in excess of their regularly scheduled
5 shift as long as the extra hours are performed consecutively (immediately before or after, with no
6 break in time) to the work shift and the employee has worked his or her regularly scheduled shift as
7 one of the two consecutive shifts.

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

10 **Section 6.** Normally, overtime work shall require prior approval of the individual's
11 supervisor; however, overtime work may be approved after it is performed, provided the Juvenile
12 Detention Division Director/designee determines sufficient justification is made. Attendance for
13 assigned overtime shifts shall be subject to the same rules as attendance at an employee's regular
14 shift; employees must call in to be excused pursuant to the same rules for excuse from a regular shift;
15 failure to appear shall be subject to counseling and/or discipline according to regular shift attendance
16 rules.

17 **Section 7.** An employee may request, and with approval of the Manager or designee, may
18 receive time off in lieu of overtime pay. Such time to be on a time and one half (1.5X) basis.
19 Provided further in a short week, if a non-detention employee or an employee not on a time clock,
20 elects compensatory time in lieu of straight time pay for hours worked in excess of thirty-two (32) but
21 less than forty (40), such compensatory time shall be earned at time and one-half (1.5X).

22 **Section 8.** A minimum of four (4) hours at the overtime rate shall be paid for each call-out.
23 Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at
24 overtime rates. Call-out shall be defined as that circumstance when an employee, having completed
25 the assigned shift and departed the premises, is requested by the County to return to work. Time
26 actually spent at the workplace shall be compensated for in accordance with this Section. The
27 provisions of this Section shall not apply to meeting and training sessions requiring a return to work.

28 **Section 9. Mandatory Training or Mandatory Meetings:** Regular full-time employees who

1 are required by management to attend training sessions for meetings shall be paid overtime on an
2 hour for hour basis with a minimum of two (2) hours at the overtime rate paid, if such training or
3 mandatory meetings fall outside of their scheduled work shift.

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

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

7 **Section 2. Alternate Assignments:**

8 **A.** Alternate assignments are time limited assignments. These assignments may be
9 assigned either within or outside of an individual's current classification. The purpose of alternate
10 assignments is to temporarily fill vacancies created by the following circumstances:

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

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

- 16 1. Special Project work: Maximum of the duration of the Special Project
- 17 2. Backfill for Special Project: Maximum of six (6) months
- 18 3. Medical backfill: Maximum of six (6) months
- 19 4. Vacancy during hiring process: Maximum of six (6) months

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

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

27 **D. Performance Evaluation of Alternate Assignment Employees:** Evaluations
28 shall be conducted every three (3) months for employees who work the assignments.

1 **E. Compensation:** Employees who work an alternate assignment shall be
2 compensated in accordance with the King County Personnel Guidelines.

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

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

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

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

14 **ARTICLE 12: REDUCTION IN FORCE**

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

17 **Seniority Tie-Breaker:** In the event there are two or more regular employees within
18 the Juvenile Detention Division of DAJD with the same classification, title and seniority, the layoff
19 shall be based upon total DAJD Juvenile Detention Division seniority, which shall include seniority
20 accrued within the former Department of Youth Services. If Juvenile Detention Division seniority is
21 tied, then the County will decide.

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

28 A. That any required probation period was satisfactorily completed; and,

1 **B.** The demonstrated job performance in the former classification was at acceptable
2 standards.

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

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

7 **Section 4. Seniority Calculation:** For the purposes of this Agreement, seniority shall be
8 defined as length of continuous regular service without a break in that service. Classification
9 seniority shall include seniority accrued within the current job class while employed by the former
10 Department of Youth Services.

11 **A.** Calculation of seniority will be based on service date within classification. The
12 service date is adjusted for unpaid leaves of absence that exceed 30 calendar days, unless otherwise
13 required by law.

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

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

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

25 **Section 6. Cash Out Upon Layoff:** Regular employees shall be paid in cash upon layoff
26 from County employment for any vacation accrued or may elect to retain their accrued vacation for
27 one (1) year to be restored to the employee when recalled to work. If the employee is not recalled
28 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
9 has not correctly applied the written provisions of this Agreement. Only an aggrieved employee may
10 file a grievance at Step 1; except, the Guild 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 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. An incident report form may substitute for a grievance form if the
24 grievance alleges that a post assignment violates an express term of this Agreement, provided that all
25 other provisions of this grievance procedure apply to such grievances.

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

1 grievance to the appropriate decision maker, as follows:

2 **A. Step 1:**

3 1. A Step 1 grievance is addressed by the Chief/Manager or designee. A
4 Step 1 grievance will automatically be waived to Step 2 if it addresses an issue that is above the
5 supervisor's level of authority. A Step 1 grievance may not be delegated to an acting supervisor who
6 is a member of the Guild.

7 2. The Chief/Manager or designee will have thirty (30) calendar days from
8 receipt of the timely filed written grievance in which to meet with the employee and the elected Guild
9 area representative or Guild president/designee and provide a written response. A copy of the written
10 response will be provided to the meeting attendees, the Guild's judicial officer and the employee's
11 Division Director.

12 3. If the written response does not resolve the grievance, the Guild
13 representative/designee has thirty (30) calendar days in which to submit a written request to the
14 employee's Division Director/designee for a Step 2 meeting.

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

19 **B. Step 2:**

20 1. The Division Director/designee will have thirty (30) calendar days from
21 receipt of the timely written request for a Step 2 meeting in which to meet with the employee and the
22 elected Guild area representative and/or Guild president/designee and provide a written response. A
23 copy of the written response will be provided to the meeting attendees, the Guild's designated
24 representative and the Director of DAJD. A Step 2 grievance will automatically be waived to Step 3
25 if it addresses an issue that is above the Division Director's level of authority.

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

1 Director of DAJD.

2 3. If the written response does not resolve the grievance, whether such
3 grievance is filed by an employee or is class action, the Guild representative/designee has thirty (30)
4 calendar days in which to submit a written request for a Step 3 meeting to the Director of DAJD or
5 designee.

6 Should the County fail to meet the timelines as noted in Step 1 or Step 2, the grievance will
7 automatically proceed to the next step in the grievance process. Should the grieving party or the
8 Guild fail to meet the timelines as noted in Step 1 or Step 2, the grievance will be considered
9 resolved.

10 **C. Step 3:**

11 1. The Director of DAJD or designee will have thirty (30) calendar days from
12 the receipt of the timely written request for a Step 3 meeting in which to meet with the employee
13 (unless it is a class action grievance), Guild representative/designee and Guild president/designee and
14 provide a written response. A copy of the written response will be provided to the meeting attendees,
15 the Guild's judicial officer and the Labor Negotiator in the Office of Labor Relations.

16 2. If the written response does not resolve the grievance, the Guild
17 representative/designee has thirty (30) calendar days in which to submit a written request for a Step 4
18 meeting to the Labor Negotiator in the Office of Labor Relations.

19 **D. Step 4:**

20 1. The Labor Negotiator will have thirty (30) calendar days from the receipt of
21 the timely written request for a Step 4 meeting in which to meet with the employee (unless it is a
22 class action grievance), Guild representative/designee and Guild president/designee and provide a
23 written response.

24 2. If the written response does not resolve the grievance, the Guild
25 representative/designee has thirty (30) calendar days from the written response in which to submit a
26 written request to the Labor Relations Director of the Office of Labor Relations/designee, advancing
27 the grievance to arbitration.

28 **Section 4. Arbitration:**

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

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

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

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

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

18 **Section 5. Timelines and Forfeiture:** Timelines may be extended by mutual written
19 agreement or as otherwise agreed to by the parties.

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

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

25 **B. Mediation:** Either party may request mediation following a Step 3 response that
26 does not resolve the grievance. Should both parties agree they will meet with a mediator and try to
27 resolve the grievance. In the event that the grievance is not resolved, the Guild will have thirty (30)
28 calendar days from the close of the mediation session in which to submit a written request for

1 arbitration to the Labor Relations Director of the Office of Labor Relations/designee.

2 **ARTICLE 14: NON-DISCRIMINATION**

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

7 **ARTICLE 15: POSITION OPENINGS AND SHIFT/FURLOUGH BIDDING**

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

9 **A. Annual bidding:** Shift and furlough assignments shall be made based on seniority
10 within classification on an annual basis during first quarter of each calendar year. After the annual
11 shift and furlough bidding process is complete, a one-time seniority bid will be conducted for
12 employees to submit bids for transfer to an open shift and furlough left vacant from the annual
13 bidding.

14 **B. Open Bidding:** After the annual bidding process, including the one-time bid,
15 employees may submit bids at any time for shift and furlough vacancies that may occur in the future.
16 Open bids shall be assigned based on seniority at the time a position is filled by the Department.

17 **Section 2. Bid Process:**

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

21 **B. One-time bid:** Employees must submit bids for the one-time bid that occurs after
22 the annual rotation within the timelines established by the Department. Each bid must indicate the
23 desired shift and days off.

24 **C. Open Bidding:** Bids must be on file prior to the initial position (shift/furlough) in
25 a sequence becoming vacant in order to be considered for that position or any subsequent opening,
26 which may occur as a result of that vacancy. For the purpose of this Section, the date of the initial
27 position becoming vacant means the date a resignation letter or a termination form is received and
28 date/time stamped by DAJD Juvenile Detention Division; at the time a new job offer is accepted on a

1 promotion; at the time a transfer request is approved; or at the time the termination/demotion of an
2 employee is formalized in writing by the Juvenile Detention Division Manager or designee.

3 **Section 3. General Provisions:**

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

6 B. Employees serving a probationary period due to being reinstated within two (2)
7 years after a medical termination or layoff may participate in the bid system. All other employees on
8 probationary status and all employees on written performance improvement plans may not participate
9 in the bid system.

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

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

15 E. Once bids are on file they remain on file until the next Annual bid, unless canceled
16 by the employee or canceled subject to Paragraph D in this section.

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

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

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

23 **Section 1. No Work Stoppages:** The County and the Guild agree that the public interest
24 requires efficient and uninterrupted performance of County services and to this end pledge their best
25 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not
26 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
27 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
28 County functions by employees under this Agreement and, should same occur, the Guild agrees to

1 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
2 a work stoppage if any of the above activities have occurred.

3 **Section 2. Guild's Responsibilities:** Upon notification in writing by the County to the Guild
4 that any of its members are engaged in work stoppage, the Guild shall immediately, in writing, order
5 such members to immediately cease engaging in such work stoppage and provide the County with a
6 copy of such order. In addition, if requested by the County, a responsible official of the Guild shall
7 publicly order such employees to cease engaging in such a work stoppage.

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

10 A. Discharge.

11 B. Suspension or other disciplinary action as may be applicable to such employee.

12 **ARTICLE 17: TEMPORARY EMPLOYEES**

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

15 **Section 2.** Temporary employees shall not accrue seniority. However, provided there is no
16 break in service, temporary employees who are subsequently hired as regular employees shall be able
17 to apply fifty percent (50%) of straight-time hours worked in temporary positions toward the
18 probationary period required of all new regular employees. Credit for hours worked shall be rounded
19 to the nearest half month. Example: Employee works 800 hours immediately preceding appointment
20 to regular position. The probation period is reduced from twelve (12) months to nine and one-half
21 (9-1/2) months.

22 **Section 3.** Temporary employees, except term-limited temporary, shall not be eligible to
23 receive insured benefits or paid leaves. However, temporary employees who have worked in excess
24 of 936 straight time hours in a year shall receive compensation in lieu of leave benefits at the rate of
25 15% of the gross pay for all hours worked, paid retroactive to the first hour of employment, and for
26 each hour worked thereafter. The employee will also receive a one-time only payment in an amount
27 equal to the direct cost of three months of insured benefit, as determined by Human Resources
28 Division of the Department of Executive Services, and, in lieu of insured benefits, an amount equal to

1 the direct cost to the County for each employee for whom insured benefits are provided, prorated to
2 reflect the affected employee's normal work week, for each hour worked thereafter. Such additional
3 compensation shall continue until termination of employment or hire into a full-time regular, part-
4 time regular or term-limited temporary position. Further, employees receiving pay in lieu of insured
5 benefits may elect to receive the medical component of the insured benefit plan, with the cost to be
6 deducted from their gross pay; provided, that an employee who so elects shall remain in the selected
7 plan until termination of employment, hire into a full-time regular, part-time regular, or term-limited
8 temporary position, or service of an appropriate notice of change or cancellation during the employee
9 benefits annual open-enrollment.

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

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

14 **Section 1. Work Time:** Work time shall not be used for Guild business, except as authorized
15 by the Director of DAJD/designee for those Guild officers necessary for the processing of grievances
16 or handling representational responsibilities.

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

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

22 **Section 4. Material:** DAJD supplies and equipment shall not be used in performing any
23 function related to the activities of the Guild.

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

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

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
6 within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts
7 or provisions of this Agreement shall remain in full force and effect.

8 **ARTICLE 21: WAGE RATES**

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

11 **Section 2. Step Increases:**

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

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

18 **Section 3. COLA:** Effective January 1, 2011, wage rates in effect on December 31 of the
19 previous year shall remain as represented in Addendum A and consistent with the 2010 King County
20 Standardized Salary Schedule as represented by the 2011 King County Standardized Salary Schedule.

21 January 1, 2012, wage rates in effect on December 31, 2011 shall be increased by ninety
22 percent (90%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area
23 Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous
24 year to June of the current year). Zero floor and no ceiling.

25 **Section 4. Economic and Fiscal Conditions Reopener.** The parties agree when significant
26 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
27 reopen negotiations for COLA when triggered by either an increase in the King County
28 unemployment rate of more than 2 percentage points compared with the previous year or a decline of

1 more than 7%, in County retail sales as determined by comparing current year to previous year. Data
2 will be derived from Washington State Department of Revenue. By no later than July 30th of each
3 year of this agreement, the county will assess whether the economic measurements listed above
4 trigger contract reopeners on COLA for the subsequent year.

5 **Section 5. FTO Program:** Employees trained and assigned to perform as a field training
6 officer (or "FTO") shall be eligible for a 5% premium for time worked as a field training officer.
7 Field training officers will be selected by an open and competitive process. Management has sole
8 discretion to determine the number of field training officers to be selected.

9 **ARTICLE 22: MISCELLANEOUS**

10 **Section 1. Language Premium:** Employees who translate a language in the work place
11 identified by management as a language for which translation activity is necessary shall be paid five
12 hundred dollars (\$500) per year. The stipend shall be paid to eligible employees per pay period on a
13 pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered
14 by the County. The employer retains the discretion to determine the number of employees that may
15 qualify for the premium.

16 **Section 2. Educational Reimbursement:** The Employer agrees to reimburse employees for
17 the cost of tuition and books when courses are taken at an accredited institution, provided that such
18 courses are related to the field of criminal justice and the employee receives a grade of "C" or better.
19 This reimbursement is limited to employees who have successfully passed their initial probationary
20 period at the time of requesting pre-approval.

21 **Section 3. Limited Duty:** Employees who are injured and temporarily disabled may be
22 allowed to work in a "transitional duty" status for a period consistent with DAJD policy (generally up
23 to six (6) months), provided there is an assignment available which meets the employee's restrictions.
24 Transitional duty shall consist of "restricted duty" and "alternative duty". Restricted duty consists of
25 the short-term elimination of job functions the employee is unable to perform due to temporary
26 medical restrictions. Alternative duty consists of duties that are not part of the employee's regular
27 body of work. The County's Transitional Duty and Job Accommodation Policies shall apply to Guild
28 members to the same extent as other employees who fall under the policies in the Department of

1 Adult and Juvenile Detention.

2 **Section 4. Probationary Period:** New, recalled, and reinstated career service employees serve
3 a probationary period from the date of their appointment. The probationary period shall last twelve (12)
4 months, but may be extended in accordance with King County Personnel Guidelines, except that
5 employees who have previously passed probation, and are reinstated within two years after a medical
6 termination or a layoff will serve a six (6) month probationary period. During this period, the employee is
7 evaluated as a part of the final selection process; appointment to a career service position is not
8 considered final unless the employee successfully completes a probationary period. Career service
9 employees who are promoted, transferred, or demoted serve a probationary period from the date of their
10 change in status. Employees in a probationary status are not “regular employees” for purposes of the just
11 cause provisions in Article 5 of this Agreement.

12 **Section 5. Tardiness:** The County’s policy regarding allowable and disciplinable amounts of
13 tardiness in a year shall be changed to utilize a rolling (twelve) 12-month period, rather than a
14 calendar year.

15 **Section 6. Uniform Stipend:** The County will provide a stipend for uniforms consistent with
16 the existing Detention Division uniform policy.

17 **Section 7. Code of Conduct:** The Guild agrees to the County’s implementation of the same
18 Code of Conduct as is enforced in King County’s adult correctional facility(ies).

19 **Section 8. Biweekly pay:** The right to define and implement a new biweekly payroll system
20 is vested exclusively in the County. The parties recognize the County’s exclusive right to make
21 changes necessary to implement such payroll system. The effects of implementing a biweekly
22 payroll system shall be as addressed in Addendum B.

23 **Section 9. Standardized Pay Practices:** The parties agree the County has the right to
24 implement a common biweekly payroll system that will standardize pay practices and Fair Labor
25 Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining
26 agreement may be re-opened at any time during the life of this agreement by the County for the
27 purpose of negotiating these standardized pay practices, to the extent required by law.

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, 2011 through December 31, 2012.

5

6 APPROVED this _____ day of _____, 2012.

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10 By: _____

11 King County Executive

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14 King County Juvenile Detention Guild:

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16 _____

17 Russell Hairston
18 President
King County Juvenile Detention Guild

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2 **ADDENDUM A**
 3 **KING COUNTY JUVENILE DETENTION GUILD**
 4 **Juvenile Detention Division Employees**

5

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range*
4200100	421108	Administrative Office Assistant	29
4201100	421212	Administrative Specialist I	33
4201200	421316	Administrative Specialist II	37
4201300	421408	Administrative Specialist III	41
2211200	221604	Inventory Purchasing Specialist II	46
3421100	341202	Health Care Assistant	34
3500200	351203	Recreation Coordinator	49
5210200	521102	Community Surveillance Officer	45
9502100	951101	Juvenile Facility Cook - Helper	24
9502300	951301	Juvenile Facility Cook/Baker - Lead	44
9502200	951201	Juvenile Facility Cook/Baker	40
5212100	521301	Community Corrections Placement Specialist	53
5217100	521701	Orientation and Assessment Specialist	53
5245100	524702	Training Coordinator	53
5242200	524210	Volunteer Coordinator	56
5213100	521401	Detention Officer	45

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* 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.

1 **ADDENDUM B**

2 **Transition to Bi-Weekly Payroll**

3
4 **Section 1. Transition to Biweekly Pay.** The parties, King County and the King County
5 Juvenile Detention Guild, agree as follows:

6 1. The County provided timely notice to the Guild of its intent to implement a bi-
7 weekly payroll schedule for employees represented by the Guild who are currently paid on a semi-
8 monthly schedule.

9 2. As provided in this collective bargaining agreement, the County is entitled to
10 implement a biweekly payroll schedule for employees represented by the Guild. The affected
11 employees are members of the King County Juvenile Detention Guild bargaining unit.

12 3. The parties acknowledge that, as a result of transitioning the administration of
13 payroll to PeopleSoft biweekly, penny variances due to mathematical rounding in earnings from
14 projects, union deductions, and tax withholdings and other calculated payroll figures may occur.

15 4. The parties acknowledge that these variances occur both in favor of the bargaining
16 unit member and in favor of the County. These variances, which may occur as a result of the
17 transition to PeopleSoft biweekly actual hours pay, are considered by the parties to be de minimis and
18 to occur in an equitable manner, where either party gains or pays more than they are entitled or
19 obligated to pay.

20 5. When a County officer or employee's payroll is transitioning from a semi-monthly
21 pay cycle to a biweekly pay cycle, the executive is authorized to allow County officers and
22 employees the option to elect to receive a transition payment, as set forth in Ordinance 16818, section
23 3, if they meet the qualifications set forth in subsection 2 B.

24 6. County officers and employees who meet the following qualifications, on the cut-
25 off date(s) selected by the county administrative officer are eligible to elect a transition payment.

26 Eligible county officers and employees are those who:

27 a. Are eligible for leave and insured benefits as provided for in K.C.C.

28 3.12.040;

- 1 b. Are not serving a probationary period;
2 c. Are in a paid status;
3 d. Are employed in a position that is scheduled to be funded and filled for
4 approximately one year after the date or dates selected by the county administrative officer;
5 e. Have elected to receive the transition payment by the cut-off date or dates
6 selected by the county administrative officer; and
7 f. Have agreed and, if applicable, whose spouse or state registered domestic
8 partner have agreed, in writing, to repay the County for the amount of the transition payment as set
9 forth in Ordinance 16818, section 4.

10 7. The amount of the transition payment for an eligible employee shall be equivalent
11 to the dollar amount reached by multiplying the employee's base rate of pay by the number of
12 standard work hours in one work week, not inclusive of overtime. In calculating the transition
13 payment, an employee's base rate of pay excludes any type of premium pay. Excluded premium
14 payments include but are not limited to payments for shift differential, certification, merit, or any
15 other type of additional pay.

16 8. Employees who elect to receive the transition check must request it by completing
17 and submitting the designated forms no later than the cut-off date to be established by the County for
18 such designation. Repayment of the transition amount shall be made to the County no later than the
19 end of the fiscal year within which the transition amount was paid.

20 9. If an employee separates from County employment prior to returning the full
21 transition check amount, the outstanding balance shall be paid in full by the following methods:

22 a. The remainder may be deducted from the employee's final paycheck owed
23 to the employee when he/she leaves employment; and if further payment is owed, then by,

24 b. A deduction from any other payment owed to the employee; and if further
25 payment is owed, then by,

26 c. A payment directly to the county by the employee or, if applicable, his/her
27 spouse or state registered domestic partner.

28 If the deductions or payments under this section do not pay the full outstanding

1 balance, the county reserves the right to refer any unpaid amount to a collection agency or to pursue
2 other legal means for repayment.

3 10. The County agrees to provide briefings on the progress of the transition to Guild
4 representatives at least once a month in the three (3) months preceding the transition and to provide
5 ongoing education to employees as the transition plan approaches implementation.

6 11. The Guild acknowledges that the County has fulfilled its obligation to bargain the
7 effects of implementation of the biweekly pay with the execution of this Agreement.

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