



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 5, 2009

Ordinance 16496

Proposed No. 2009-0277.1

Sponsors Ferguson and 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 representing employees in the department of adult and
5 juvenile detention; and establishing the effective date of
6 said agreement.

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

13

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2009, through and including December 31, 2010.

16

Ordinance 16496 was introduced on 4/20/2009 and passed by the Metropolitan King
County Council on 5/4/2009, by the following vote:

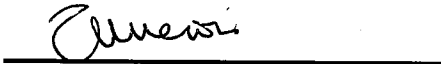
Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Lambert, Mr. von Reichbauer,
Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



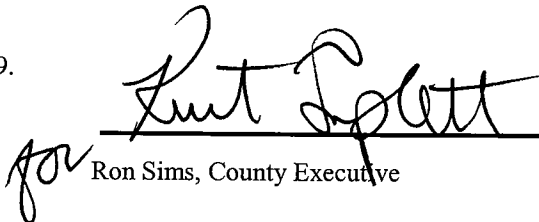
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 8th day of May, 2009.


for Ron Sims, County Executive

Attachments A. Agreement Between King County and King County Juvenile Detention Guild
Juvenile Detention Division Employees

RECEIVED
2009 MAY -8 PM 3:50
KING COUNTY COUNCIL
CLERK

1 AGREEMENT BETWEEN

2 KING COUNTY

3 AND

4 KING COUNTY JUVENILE DETENTION GUILD

5 Juvenile Detention Division Employees

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1 AGREEMENT BETWEEN

2 KING COUNTY

3 AND

4 KING COUNTY JUVENILE DETENTION GUILD

5 Juvenile Detention Division Employees

6
7 These Articles constitute an Agreement between King County (County) and the Juvenile
8 Detention Guild (Guild).

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

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

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

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

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

- 22
- 23 • To deal jointly with issues
 - 24 • To maintain and improve labor-management relations and communications
 - 25 • Establish commitment, mutual trust, and mutual respect
 - 26 • To help identify and solve problems
 - 27 • As a forum to exchange information
 - 28 • 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 Human Resources Division of the Department
12 of Executive Services (HRD) and the 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.

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. If the employee and the bargaining representative are not able to agree
17 upon a charitable organization, they shall resolve the issue through the Public Employment Relations
18 Commission. The employee shall furnish written proof that such payments have been made.

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

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

26 **Section 6. Business Leave Bank:** The Guild will establish a business leave bank for Guild
27 activity. The bank hours shall be established through the deduction of vacation hours only (excluding
28 probationary employees). Up to two (2) hours annually may be deducted from each employee's leave

1 account to fund the leave bank. The Employer agrees to administer the leave bank account, provided
2 the Guild has the sole discretion to determine who may use the business leave bank and under what
3 circumstances. The release of employees for Guild business leave shall not be unreasonably
4 withheld. The employee shall provide the Employer with a minimum of five (5) days of notice. An
5 employee on approved Guild business leave shall not be subject to discipline for going into a "no
6 pay" status.

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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
6 security practices of the Department of Adult and Juvenile Detention;

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

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

12 D. Assign, direct and reduce the workforce; develop and modify class specifications
13 as well 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
17 necessary to carry out the Department of Adult and Juvenile Detention's mission in case of
18 emergency.

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

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

20 **C.** Whenever a holiday falls on a weekend, an employee whose regular furlough falls
21 on that holiday may take the immediately adjacent weekday off, provided that staffing needs are met.
22 For purposes of this section, staffing needs for Officers on 1st, 2nd and 3rd shift are met so long as
23 there are existing vacation slots available.

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

26 **Section 2. Personal Holidays:** Regular, probationary, provisional and term-limited
27 temporary employees shall receive two (2) additional personal holidays to be administered through
28 the vacation plan. One (1) day shall be accrued on the first of October and one (1) day shall be

1 accrued on the first day of November of each year. These days may be used in the same manner as
2 any vacation day earned.

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

6 **Section 4. Holiday Compensation:**

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

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

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

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

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

25 **Section 5. Holiday Staffing Levels:** The County retains the right to determine the level of
26 staffing required on celebrated holidays, pursuant to Section 1.A., above, to meet reduced workload
27 needs. In most cases, the level of staffing on celebrated holidays will be the same as weekend staffing
28 levels. Employees to be relieved due to holiday staffing will be selected within each shift, based on

1 seniority (per Article 12, Section 4). Fourth shift employees relieved of regular duty due to holiday
2 staffing will have first preference to fill first-shift vacancies on the celebrated holiday.

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1 **ARTICLE 7: VACATIONS**

2 **Section 1.**

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

5

6 **Vacation Leave Schedule for Full-Time Regular Employees**

7 Length of Service	8 Annual Leave in Days (7.2 hrs/day accrual rate for employees on 5/4 schedule)
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.

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

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

12 **Section 6. Vacation Scheduling Procedure**

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

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

26 **C.** Vacation requests received after March 1st shall be considered and approved on
27 the basis of the date the request is received by the Department and the availability of slots identified
28 in Paragraph D of this Section, below. Notification to the employee will be made within fifteen (15)

1 days of a requested vacation slot becoming available.

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

6 E. The number of vacation slots available for Detention Officers for each shift shall
7 be as follows:

8 Day Shift: 5

9 Swing Shift: 3

10 Graveyard: 2

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

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

16 G. Employees who transfer or rebid to a different shift shall maintain their vacation
17 bid.

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

21 **Section 7.** Employees eligible for paid leave may accrue up to sixty (60) days vacation
22 calculated/adjusted to reflect the normal bi-weekly schedule not to exceed 432 hours for employees
23 on a bi-weekly schedule of 72 hours and 480 hours for those employees on a bi-weekly schedule of
24 80 hours. Employees eligible for paid leave shall use vacation leave beyond the maximum accrual
25 amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum
26 accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
27 Division Director has approved a carryover of such vacation leave because of cyclical workloads,
28 work assignments or other reasons as may be in the best interests of the County.

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

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

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

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

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

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. The employee is not entitled to sick leave if not
5 previously accrued.

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

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

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

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

25 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
26 least five (5) years of County service and who retire as a result of length of service or who terminate
27 by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as
28 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave

1 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
2 mandatory withholdings. If the bargaining unit has adopted the Voluntary Employee Beneficiary
3 Association (VEBA), this cash out shall be subject to those provisions.

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

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

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

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

12 C. Exposure to contagious diseases and resulting quarantine.

13 D. A female employee's temporary disability caused by or contributed to by
14 pregnancy and childbirth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Finance and Business Operations Division of the Department of Executive Services.

3 Employees shall report back to their supervisor when dismissed 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. Standard Work Period:** Except as otherwise provided in this article, the standard
3 bi-weekly work period shall consist of eighty (80) hours, with a standard workday of eight (8) hours,
4 and two (2) consecutive days off each week.

5 **Section 2. Employees Eligible to Work a Seventy-Two (72) Hour Work Week:** Employees
6 working a bi-weekly schedule of seventy-two (72) hours as of the final ratification of this contract,
7 are eligible to retain this option. For these employees, the normal workday shall be eight (8) hours.
8 Scheduled days off shall be two (2) consecutive days one (1) week and three (3) consecutive days in
9 the next week. Provided, that any individual employee may opt instead to work a standard bi-weekly
10 work period of eighty (80) hours, with a normal workday of eight (8) hours, and two (2) consecutive
11 days off each week. Employees who exercise this option will no longer be eligible to return to a
12 seventy-two (72) hour bi-weekly work schedule.

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

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

20 **Section 5.**

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

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

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

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

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

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

21 **Section 9. Mandatory Training or Mandatory Meetings:** Regular full-time employees who
22 are required by management to attend training sessions for meetings shall be paid overtime on an
23 hour for hour basis with a minimum of two (2) hours at the overtime rate paid, if such training or
24 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: Maximum of the 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
10 within their regular classification.

1 **ARTICLE 12: REDUCTION IN FORCE**

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

4 **A. Seniority Tie-Breaker:** In the event there are two or more regular employees
5 within 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 any required probation period was satisfactorily completed; and,

16 **B.** The demonstrated job performance in the former classification was at 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 based on service date within classification. The
27 service date is adjusted for unpaid leaves of absence that exceed 30 calendar days, unless otherwise
28 required by law.

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

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

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

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

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. 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 Human Resources Division of the
16 Department of Executive Services.

17 2. If the written response does not resolve the grievance, the Guild
18 representative/designee has thirty (30) calendar days in which to submit a written request for a Step 4
19 meeting to the Labor Negotiator in the Human Resources Division of the Department of Executive
20 Services.

21 **D. Step 4:**

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

26 2. If the written response does not resolve the grievance, the Guild
27 representative/designee has thirty (30) calendar days from the written response in which to submit a
28 written request to the Human Resources Division Director of the Department of Executive

1 Services/designee, advancing the grievance to arbitration.

2 **Section 4. Arbitration:**

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

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

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

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

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

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

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

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

27 B. **Mediation:** Either party may request mediation following a Step 3 response that
28 does not resolve the grievance. Should both parties agree they will meet with a mediator and try to

1 resolve the grievance. In the event that the grievance is not resolved, the Guild will have thirty (30)
2 calendar days from the close of the mediation session in which to submit a written request for
3 arbitration to the Human Resources Division Director of the Department of Executive
4 Services/designee.

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

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

11 **Section 2. Bid Process:**

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

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

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

25 **Section 3. General Provisions:**

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

28 **B.** Employees serving a probationary period due to being reinstated within two (2)

1 years after a medical termination or layoff may participate in the bid system. All other employees on
2 probationary status and all employees on written performance improvement plans may not participate
3 in the bid system.

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

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

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

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

13 **Section 5.** Consistent with King County Personnel Guidelines, regular employees promoted
14 who do not complete their probationary period shall have a right to return to the job slot previously
15 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.
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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
10 (9-1/2) 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 of the Department of Executive Services, and, in lieu of insured benefits, an amount equal to
18 the 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.

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1 **ARTICLE 21: WAGE RATES**

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

4 **Section 2. Step Increases:**

5 A. Notwithstanding the (twelve) 12-month probationary period, employees shall be
6 advanced 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
8 Section 2.A, if the employee's work performance and work habits are satisfactory, and until such time
9 that the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at
10 the discretion of the Division Director.

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%).

15 **Section 4. FTO Program:** Employees trained and assigned to perform as a field training
16 officer (or "FTO") shall be eligible for a 5% premium for time worked as a field training officer.
17 Field training officers will be selected by an open and competitive process. Management has sole
18 discretion to determine the number of field training officers to be selected.

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 per pay period on a
5 pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered
6 by the County. The employer retains the discretion to determine the number of employees that may
7 qualify 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. The County's Transitional Duty and Job Accommodation Policies shall apply to Guild
15 members to the same extent as other employees who fall under the policies in the Department of
16 Adult and Juvenile Detention.

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

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

1 calendar year.

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

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

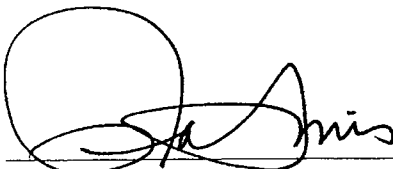
6 **Section 8. Biweekly pay:** The right to define and implement a new biweekly payroll system
7 is vested exclusively in the County. The parties recognize the County's exclusive right to make
8 changes necessary to implement such payroll system. The effects of implementing a biweekly payroll
9 system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

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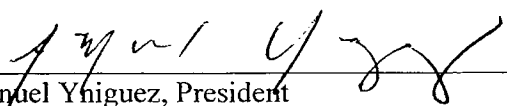
1 **ARTICLE 23: DURATION**

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, 2009 through December 31, 2010.

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7 APPROVED this 15 day of APRIL, 2009.

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11 By:  _____
12 King County Executive

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15 King County Juvenile Detention Guild:

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17 _____
18 Manuel Yniguez, President
19 Juvenile Detention Guild
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1 cba Code: 296

Union Code: KCJDG

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

5

6 Job Class Code	PeopleSoft Job Class Code	MSA Job Class Code	Classifications	Pay Range*
7 4200100	421108	8385	Administrative Office Assistant	29
8 4201100	421212	8386	Administrative Specialist I	33
9 4201200	421316	8387	Administrative Specialist II	37
10 4201300	421408	8388	Administrative Specialist III	41
11 2211200	221604	8173	Inventory Purchasing Specialist II	46
12 3421100	341202	8354	Health Care Assistant	34
13 3500200	351203	8370	Recreation Coordinator	49
14 5210200	521102	8414	Community Surveillance Officer	45
15 9502100	951101	8698	Juvenile Facility Cook - Helper	24
16 9502300	951301	8045	Juvenile Facility Cook/Baker - Lead	44
17 9502200	951201	8044	Juvenile Facility Cook/Baker	40
18 5212100	521301	8416	Community Corrections Placement Specialist	53
19 5217100	521701	8424	Orientation and Assessment Specialist	53
20 5245100	524702	8440	Training Coordinator	53
21 5242200	524210	3143	Volunteer Coordinator	56
22 5213100	521401	8417	Detention Officer	45

23 * Employees' hourly rate will be that rate represented on the King County
24 Standardized Salary Schedule using the 40-hour rate line. Salaries are calculated
25 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 The parties, King County (The County), and The King County Juvenile Detention Guild (the
5 Guild) agree as follows:

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

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

12 3. To assist the employees during the transition period, employees may elect to receive a
13 transition paycheck to be issued, in an amount equivalent to one (1) week of regular earnings.

14 4. The transition paycheck will be a payment of earnings for time worked after the close of
15 the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the
16 transition check must request it on the designated form by no later than the cut-off established for
17 such designation.

18 5. Employees who elect to receive the transition check must designate a repayment schedule;
19 the options are to pay back in equal deductions from future paychecks over three (3) months, six (6)
20 months, or twelve (12) months, beginning with the second bi-weekly paycheck.

21 6. If an employee separates from County service prior to returning the full transition check
22 amount, the remaining amount will be due and payable on the last day of County employment. The
23 remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck
24 is insufficient to recover the remainder of the funds advanced in the transition check, the amount may
25 be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are
26 insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

27 7. The County agrees to provide briefings on the progress of the transition to Guild
28 representatives at least once a month in the three (3) months preceding the transition and to provide

1 information and updates to employees as the transition plan approaches implementation.

2 8. The Guild acknowledges that the County has fulfilled its obligation to bargain the effects
3 of implementation of the biweekly pay with the execution of this Agreement.

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