

AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2, LOCAL 2084-S
JUVENILE DETENTION DIVISION
SUPERVISORS

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8
9 These Articles constitute an Agreement between King County (County) and the Washington
10 State Council of County and City Employees (WSCCCE), Local 2084-S (Union).

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

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

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

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

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

- 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 Detention Division.

- Perform other duties as contained in this Agreement

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

D. The parties agree that the JLMC will be comprised of equal representation of the County including one representative from the Office of Labor Relations (OLR) and the Union.

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

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

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

15 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

27 **D.** Establish work rules; assign the hours of work and assign employees to shifts of its
28 designation;

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

4 F. Bi-Weekly Pay: The County may change to a bi-weekly pay system during the term of
5 this agreement.

6 G. King County intends to implement a new performance evaluation system during the life of
7 this Agreement and will bargain any effects of that new system to the extent required by law.

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

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

22 Section 2. Modification: Should the parties agree to amend or supplement the terms of this
23 Agreement, such amendments or supplements shall be in writing and effective when signed by the
24 Union, the Director of DAJD/designee and by the Labor Relations Director/designee.

25 **ARTICLE 5: EMPLOYEE RIGHTS**

26 Section 1. Just Cause Standard: No regular employee shall be disciplined except for just
27 cause.

1 **Section 2. Disciplinary Action:**

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

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

7 **Section 3. Personnel Files:**

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

14 B. Unauthorized persons shall not have access to employee files or other personal
15 data relating to the employee, except as required by law. The Director of DAJD/designee will
16 determine staff authorized for access to personnel files maintained in DAJD. All persons with the
17 exception of DAJD personnel, and Prosecuting Attorney staff shall record access to employee files.

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

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

26 **Section 6. Promotion:** An employee who accepts a transfer or promotion to a position
27 exempt from Career Service within the Juvenile Division shall be allowed to re-enter career service at
28 a position in his/her previous classification within a year of taking the transfer or promotion if either

1 management or the employee decide that the employee is better suited to their previous classification.
2 The Department cannot guarantee that the employee who could be bumped as a result of the
3 reversion of the Career Service exempt position will maintain employment in the classification of
4 Juvenile Detention Supervisor due to the potential of no eligible vacancies. However, the
5 Department would follow its existing processes to try and place the employee in an appropriate
6 vacant position within Juvenile Division or the Department.

7 **Section 7. Training:** The parties share a mutual interest in the training and career
8 development of DAJD supervisors. Providing opportunities for supervisors to attend both mandatory
9 and non mandatory trainings – including but not limited to administrative training, leadership
10 training, law enforcement related training, and conferences that deal specifically with juvenile
11 corrections issues, on a regular basis – is in the best interest of both employer and employee. To that
12 end, DAJD will continue in its efforts to schedule training for its supervisors, and will develop a
13 policy and procedure whereby employees of this bargaining unit may request paid release time to
14 attend trainings and/or conferences that would enhance the development of their DAJD careers and/or
15 enhance their skills as DAJD Juvenile Supervisors. This DAJD policy/procedure will be discussed
16 with the Union in a Labor/Management meeting.

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

19 **Section 9. Personal Property:** Employees whose personal property is damaged during the
20 performance of their duties shall have same repaired or replaced at County expense; provided, that
21 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
22 necessary to process claims covered under this Section will be initiated by the Division within one
23 pay period upon receipt of the claim from the employee.

24 **Section 10. Subcontracting:** The County will not contract or subcontract work when such
25 action will cause layoff of regular employees unless it is required by state or federal law.

26 **Section 11. Safety Standards:** No employee shall be directed to work in a manner or
27 condition that does not comply with the minimum accepted safety practices or standards, or in a
28 condition, location or assignment which would constitute a hazard to the employee's health or well-

being. The County shall provide appropriately classified staff for the care, supervision and transportation of youth.

Section 12. Reclassified Positions:

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

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

ARTICLE 6: HOLIDAYS

Section 1.

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

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

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

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

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

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

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

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

15 **Section 4. Holiday Compensation:**

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

23 B. 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. In addition to the holiday compensation for actual hours worked, the employees shall
26 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay
27 shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not
28 be compensated for holidays falling on days which they are not regularly scheduled to work.

ARTICLE 7: VACATIONS

Section 1.

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

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

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

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

County Vacation Accrual Schedules		
Employees hired on or before July 10, 1996 in the Department of Youth Services		
Beginning Years of Active Service	Equivalent/Pro-Rated Days (7.2 hours/day)	Hourly Accrual Rate
Upon hire through 12 months	12	0.0462
Beginning of year 2	12	0.0462
Beginning of year 3	12	0.0462
Beginning of year 4	16.7	0.0642
Beginning of year 5	16.7	0.0642
Beginning of year 6	16.7	0.0642
Beginning of year 7	16.7	0.0642
Beginning of year 8	16.7	0.0642
Beginning of year 9	16.7	0.0642
Beginning of year 10	16.7	0.0642
Beginning of year 11	20	0.0770
Beginning of year 12	20	0.0770
Beginning of year 13	22.3	0.0856
Beginning of year 14	22.3	0.0856
Beginning of year 15	22.3	0.0856
Beginning of year 16	22.3	0.0856
Beginning of year 17	22.3	0.0856
Beginning of year 18	22.3	0.0856
Beginning of year 19	23	0.0885
Beginning of year 20	24	0.0924
Beginning of year 21	25	0.0962
Beginning of year 22	26	0.1001
Beginning of year 23	27	0.1039
Beginning of year 24	28	0.1078
Beginning of year 25	29	0.1116
Beginning of year 26	30	0.1154
Maximum Vacation Balance allowable is 60 days		
(Sick Leave is accrued on each paycheck at the rate of:		
.04616 hours for each compensated hour)		

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 earned.

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 apply to employees using accrued vacation for a qualifying event under the
12 Washington Family Leave 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 months (6) 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.**

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

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

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

8 **Section 8.** Employees eligible for paid leave shall not use or be paid for vacation leave until
9 it has accrued. Such use or payment shall be consistent with the provisions of this Article and the
10 requirements of the King County Family Medical Leave ordinance, federal Family Medical Leave
11 Act, and any Washington state laws related to family medical leave.

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

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

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

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

26 **ARTICLE 8: SICK LEAVE**

27 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
28 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding

1 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until
2 the first of the month following the month in which the employee commenced employment. The
3 employee is not entitled to sick leave if not previously earned.

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

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

10 **Section 4.** The County is responsible for the proper administration of the sick leave benefit.
11 The County can require an employee to submit verification of illness from a licensed health care
12 provider for any requested sick leave absence if abuse is suspected.

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

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

25 **Section 7.** Employees shall be entitled to family medical leave, as provided by the King
26 County Family Medical Leave Ordinance, the federal Family Medical Leave Act, and any
27 Washington state laws that provide for family medical leave.

28 **Section 8.** Except as otherwise provided by the King County Family Medical Leave

1 Ordinance, the federal Family Medical Leave Act, and any Washington state laws that provide for
2 family medical leave, accrued sick leave may be used for the following reasons:

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

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

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

10 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

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

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

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

I. An employee who has exhausted all of his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay. After four (4) days of vacation leave have been used as an extension of sick leave during each six (6) month period of a calendar year (January through June, July through December). Subsequent use of vacation leave for such purpose may be used if approved by his/her manager. This section does not apply to employees using accrued leave for a qualifying event under the Washington Family Leave Act.

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

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

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

ARTICLE 9: GENERAL LEAVES

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

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

Section 3. Bereavement Leave:

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

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

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

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

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

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

10 **Section 5. Jury Duty:**

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

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

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

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

23 **Section 1.** Except as otherwise provided in this Article or bargained with the Union pursuant
24 to RCW 41.56, the standard work week for Supervisors in this bargaining unit shall consist of thirty-
25 six (36) hours or forty/thirty-two (40/32) hours per week. The normal work day shall be either: A)
26 four (4) nine (9) hour days with three (3) consecutive days off; or B) five (5) eight (8) hour days with
27 two (2) consecutive days off and four (4) eight (8) hour days the next week with three (3) consecutive
28 days off.

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

3 **Section 3.**

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

10 B. Full time detention employees who work beyond their regularly assigned work
11 shift shall be paid at the overtime rate for the actual time worked so long as they have not taken
12 vacation leave during that workday. (For instance an employee regularly works a nine (9) hour day,
13 shall receive overtime after the 9th hour worked in a day; an employee who regularly works a ten
14 (10) hour day shall receive overtime after the tenth (10th) hour worked; so long as they have not
15 taken vacation leave during that work day.)

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

18 **Section 4.** Normally, overtime work shall require prior approval of the individual's
19 supervisor; however, overtime work may be approved after it is performed, provided Juvenile
20 Division Director/designee determines sufficient justification is made.

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

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

1 worksite.

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

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

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

9 **Section 2. Alternate Assignments:**

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

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

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

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

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

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

26 1. The County will circulate among all DAJD, Juvenile Division staff a
27 description of the nature of the alternate assignment, the duration of the assignment, any applicable
28 salary level, and desirable qualifications. Interested candidates will be invited to apply to the

1 appointing authority.

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

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

5 **E. Performance Evaluation of alternate assignment employees:** Evaluations shall
6 be conducted at the completion of all alternate assignments.

7 **F. Compensation:** Employees who work an alternate assignment shall be
8 compensated in accordance with the King County Personnel Guidelines.

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

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

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

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

20 **Section 3: Supervisory Vacancies:** Temporary Supervisor vacancies may be filled by non-
21 bargaining unit employees if:

22 1. The vacancy is not filled by the alternate assignment process.

23 2. There are no available Supervisors.

24 **ARTICLE 12: REDUCTION IN FORCE**

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

27 **A. Seniority Tie-Breaker:** In the event there are two or more regular employees
28 within the Juvenile Division of DAJD with the same classification, title and seniority, the layoff

1 shall be based upon total DAJD Juvenile Division seniority which includes seniority accrued within
2 the former Department of Youth Services. If Juvenile Division seniority is tied, then the County will
3 decide.

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

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

11 B. The demonstrated job performance in the former classification was at an
12 acceptable standard.

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

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

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

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

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

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

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

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

11 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

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

18 **A. Grievance:** A grievance is an allegation by a party to this CBA that a party to this
19 Agreement has violated a term of this Agreement. Employer grievances are to be filed with the
20 Union President at Step 2B rather than Step 1. Only an aggrieved employee may file a grievance at
21 Step 1; except, the Council 2 representative/designee may file a grievance on behalf of an employee.
22 An employee must file a grievance within ten (10) of his/her working days of the event or knowledge
23 of the event. Temporary, provisional, term-limited temporary and probationary employees may not
24 grieve a termination.

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

1 calendar days of the event or knowledge of the event.

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

6 **Section 3. Grievance Steps:**

7 **A. Step 1:**

8 1. A Step 1 grievance will automatically be waived to Step 2 if it addresses
9 an issue that is above the manager (i.e., Assistant Detention Manager's, Chief's or Health Clinic
10 Administrator's) level of authority.

11 2. A grievance form, must be filed, as provided under Section 2.A and C,
12 with the Juvenile Division Director/designee and provide a copy to his/her elected Union area
13 representative/designee.

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

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

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

26 **B. Step 2:**

27 1. The Division Director/designee will have thirty (30) calendar days from
28 receipt of the timely written request for a Step 2 meeting in which to provide a written response to

1 the grievance. Either party may request a meeting to discuss the grievance prior to issuance of a
2 written decision. A copy of the written response will be provided to the meeting attendees, the
3 Union's judicial officer and Director of DAJD.

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

8 3. If the written response does not resolve the grievance, whether such
9 grievance is filed by an employee or is class action, the Council 2 representative/designee has
10 thirty (30) calendar days in which to submit a written request for a Step 3 meeting to the Director
11 of DAJD or designee. Should the County fail to meet the timelines in the steps outlined within this
12 Article, the grievance will automatically proceed to the next step in the grievance process. Should
13 the grieving party or the Union fail to meet the timelines in the steps outlined within this Article,
14 the grievance will be considered resolved.

15 **C. Step 3:**

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

21 2. If the written response does not resolve the grievance, the Council 2
22 representative/designee has thirty (30) calendar days in which to submit a written notification for
23 arbitration to the Labor Relations Director/designee.

24 **Section 4. Arbitration:**

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

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

5 C. The arbitrator's fee and expenses will be paid equally by the parties. Each party
6 shall pay for its own costs incurred in the arbitration process, including attorneys or other
7 representation fees.

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

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

13 **Section 5. Timelines and Forfeiture:** Timelines may be extended by mutual written
14 agreement.

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

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

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

24 **Section 7.** In any arbitration under this Article, the arbitrator's fee and expenses shall be
25 borne equally by both parties. For any grievance step or procedure under this Article, including
26 arbitration, each party shall bear the cost of any witnesses appearing on the party's behalf; the cost of
27 preparation and presentation of the matter and all costs associated with the hiring of attorneys in
28 presenting the party's case.

1 **ARTICLE 14: NON-DISCRIMINATION**

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

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

7 **Section 1. Master Schedule:** The County shall maintain a Master Schedule that includes
8 both shifts and days off and the employees occupying them. The County may make changes to the
9 Master Schedule to meet its staffing needs after the Master Schedule is established. The County shall
10 notify the Union of changes to the Master Schedule. Assignments of regular employees to these
11 changed shifts and days off shall be made as follows:

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

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

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

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

20 3. Detention Supervisors may bid for shift and days off on the basis of seniority
21 within the job classification.

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

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

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

1 C. If two or more employees bid on one position, appointment will be made on the
2 basis of seniority within the classification. In the event of equal seniority, agency seniority shall
3 prevail. In the event that agency seniority is tied, the selection shall be at the sole discretion of the
4 manager.

5 **Section 3. Bid Process:**

6 1. Regular employees must indicate:

7 a. Their preferred shift and days off.

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

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

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

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

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

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

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

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

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

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

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

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

20 A. Discharge.

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

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

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

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

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

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

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

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

9 **ARTICLE 19: SAVINGS CLAUSE**

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

16 **ARTICLE 20: WAGE RATES**

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

18 **Section 2. Step Increases:**

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

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

27 **Section 3.** Effective January 1, 2012, wage rates in effect on December 31, 2011 shall be
28 increased by ninety percent (90%) of the annual average growth rate of the bi-monthly Seattle-

1 Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-
2 W, July of the previous year to June of the current year). Zero floor and no ceiling.

3 Effective January 1, 2013, wage rates in effect on December 31, 2012 shall be increased by
4 ninety-five percent (95%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-
5 Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July
6 of the previous year to June of the current year). Zero floor and no ceiling.

7 Effective January 1, 2014, wage rates in effect on December 31, 2013 shall be increased by
8 ninety-five percent (95%) of the annual average growth rate of the bi-monthly Seattle-Tacoma-
9 Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July
10 of the previous year to June of the current year). Zero floor and no ceiling.

11 **Section 4. Economic and Fiscal Conditions Reopener.** The parties agree when significant
12 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
13 reopen negotiations for COLA when triggered by either an increase in the King County
14 unemployment rate of more than 2 percentage points compared with the previous year or a decline of
15 more than 7%, in County retail sales as determined by comparing current year to previous year. Data
16 will be derived from Washington State Department of Revenue. By no later than July 30th of each
17 year of this agreement, the county will assess whether the economic measurements listed above
18 trigger contract reopeners on COLA for the subsequent year.

19 **Section 5. Longevity Premium** Qualified bargaining unit members will receive longevity
20 premiums as set forth in Addendum B.

1 **ARTICLE 21: DURATION**

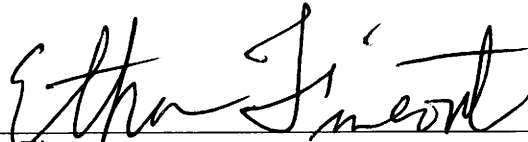
2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive and
4 shall be in effect January 1, 2012 through December 31, 2014.

5
6 APPROVED this 11 day of JULY, 2012.

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8
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10 By: 

11 King County Executive

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13
14
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16 UNION:

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18 Ethan Fineout
19 Staff Representative
20 Washington State Council of County and City
21 Employees, Council 2, Local 2084-S
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