

**AGREEMENT BETWEEN  
KING COUNTY  
AND  
KING COUNTY JUVENILE DETENTION GUILD  
Juvenile Detention Officers - Juvenile Division, DAJD  
[297/Q5]**

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

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

5           **Section 1.1 Purpose:** The purpose of this Agreement is to set forth in writing the negotiated  
6 wages, hours and working conditions for those employees who occupy the classifications listed in  
7 Addendum A and work at the Department of Adult and Juvenile Detention (the Department) within  
8 the Juvenile Division (the Division).

9           **Section 1.2 Labor-Management Committee:**

10           **A.** The parties agree to continue their Labor/Management Committee (LMC) process  
11 which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use  
12 principles of interest-based discussion to interpret, apply, and resolve issues affecting Labor and/or  
13 Management.

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

- 16                           • To deal jointly with issues
- 17                           • To maintain and improve labor-management relations and communications
- 18                           • To establish commitment, mutual trust, and mutual respect
- 19                           • To help identify and solve problems
- 20                           • To provide a forum to exchange information
- 21                           • To promote the highest degree of efficiency and responsibility in

22 performance of the work and the accomplishment of the public purpose of the Department and the  
23 Juvenile Division

24           **C.** The LMC will meet at least monthly, unless the parties mutually agree to change  
25 the schedule, provided that generally no more than sixty (60) calendar days shall elapse between  
26 meetings.

27           **D.** The parties agree that the LMC will be comprised of approximately equal  
28 representation of the County, which may include one representative from the Office of Labor

1 Relations (OLR) and the Guild.

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

7           **Section 1.3 Definitions:** All words under this Agreement shall have their ordinary and usual  
8 meaning, except those words that have been defined under King County Code (K.C.C.) 3.12, as  
9 amended.

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

2           **Section 2.1 Recognition:** Pursuant to the Public Employment Relations Commission  
3 (PERC) Decision 13201-PECB, amending PERC Decision 7394, the County recognizes the Guild as  
4 the exclusive bargaining representative for all full-time and regular part-time Juvenile Detention  
5 Officers in the Juvenile Division of the King County Department of Adult and Juvenile Detention,  
6 and other employees if charged with the custody, control, and safeguarding of juvenile detainees;  
7 excluding supervisors and confidential employees. A complete list of the job classifications  
8 represented by the bargaining unit are listed in Addendum A.

9           **Section 2.2 New Hires:** The County will notify all new employees of the Guild’s exclusive  
10 recognition. The Guild will be provided thirty (30) minutes of access to new hires during the  
11 Department New Employee Orientation, as provided under RCW 41.56.037.

12           **Section 2.3 Employee Information:** The County will supply the Guild with the following  
13 information within approximately one (1) month of a new employee’s date of hire or new Guild  
14 eligibility:

- 15           • First and last name
- 16           • U.S. mailing address
- 17           • Job classification/title
- 18           • Date of hire
- 19           • Rate of pay
- 20           • FTE status

21           **Section 2.4 Membership Dues, Fees, and Assessments:** Upon written receipt from the  
22 Guild of voluntary authorization by a bargaining unit employee, the County shall have deducted from  
23 the pay of such employee the amount of dues, fees, and assessments as certified by the secretary of  
24 the Guild and shall transmit the same to its treasurer. The Guild shall submit to the County changes  
25 to the amount of dues, fees, and assessments for all members in writing by December 15th of each  
26 year. To the extent the County does not receive changes from the Guild by December 15th of each  
27 year, the County will continue to deduct the same amount of dues in the same manner.

28           **Section 2.5 Revocation of Membership and Cessation of Dues, Fees, and Assessment**

1 **Deductions:** The County will end payroll deduction for an employee after it receives written  
2 confirmation from the Guild President or designee regarding the employee's revocation. The  
3 termination of such deduction shall take place no later than the second payroll after receipt of the  
4 confirmation.

5 **Section 2.6 Indemnification:** The Guild will indemnify, defend and hold the County  
6 harmless against any claims made and against any suit instituted against the County on account of  
7 any check-off of dues for the Guild. The Guild agrees to refund to the County any amounts paid to it  
8 in error on account of the check-off provisions, upon presentation of proper evidence thereof.

9 **Section 2.7 Guild Release Time:**

10 A. Up to four (4) regular employees shall be allowed time off from duty without loss  
11 of regular pay to bargain a successor collective bargaining agreement (CBA) when negotiations occur  
12 during their regular hours of work. For all bargaining distinct from a successor CBA, up to three (3)  
13 regular employees shall be allowed time off from duty without regular loss of pay when negotiations  
14 occur during their regular hours of work. The County may adjust the employee's shift as necessary  
15 to permit attendance.

16 B. Guild representatives shall be afforded a reasonable amount of time while on-duty  
17 status to consult with appropriate management officials and/or aggrieved employees with prior  
18 approval of their supervisor. Guild representatives shall guard against use of excessive time in  
19 handling such responsibilities.

20 C. For grievance hearings, the County will release from regular duty without loss of  
21 pay the grievant and one (1) Guild representative. Other attendees for the Guild must use Guild or  
22 other leave, if approved by their supervisor.

23 D. One (1) Guild Board member may be released from regular duty without loss of  
24 pay to attend IIU Interviews, *Loudermill* hearings, PERC Hearings, and Grievance Arbitrations.

25 **Section 2.8 Guild Leave Bank:**

26 A. For paid release time not otherwise covered above by the County, the Guild may  
27 establish a business leave bank for representational duties and Guild activity. The bank hours shall  
28 be established through the deduction of vacation hours only. Up to two (2) hours annually may be

1 deducted from each employee’s leave account to fund the leave bank. The County agrees to  
2 administer the leave bank account, provided the Guild has the sole discretion to determine who may  
3 use the business leave bank and under what circumstances.

4 **B.** The release of employees for Guild business leave as provided above shall not be  
5 unreasonably withheld. The employee shall provide a minimum of three (3) days notice for release  
6 and approval by their supervisor. An employee on approved Guild business leave shall not be subject  
7 to discipline for going into a “no pay” status, should the bank be exhausted. Guild leave shall be  
8 accounted for by using Department-provided Guild business leave codes in the payroll system and  
9 are considered hours worked for the purposes of daily overtime.

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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 4 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. Nothing herein shall constitute a waiver of the Guild’s statutory collective bargaining  
22 rights.

1 **ARTICLE 4: EMPLOYEE RIGHTS**

2       **Section 4.1 Just Cause Standard:** No regular employee shall be disciplined without just  
3 cause. For purposes of this Article, employees in a probationary status are not regular employees.

4       **Section 4.2 Disciplinary Action:** Disciplinary action shall be in accordance with K.C.C.  
5 3.12. When the County takes disciplinary action, the employee and the Guild shall be given notice of  
6 such action and, upon written request, reports or documentation will be made available to the  
7 employee and the Guild. The County will allow suspensions of at least two (2) days to be spread out  
8 over two (2) pay periods, in full shift increments. The Guild and the County may mutually agree to  
9 spread out suspension days to multiple pay periods on a case-by-case basis.

10       **Section 4.3. Personnel Files:**

11           **A.** The Department maintains a confidential personnel file (also known as an  
12 employment file) for each employee. This file is distinct from, and in addition to, files maintained by  
13 the Internal Investigations Unit, or working files maintained by the Division. The personnel file is  
14 the only file to be consulted when a personnel action is taken relative to promotion or discipline. It is  
15 further understood that the personnel files do not include material relating to medical records, internal  
16 investigations files, or applicant background investigation documents such as, but not limited to,  
17 psychological evaluations or polygraph results.

18                   **1.** Anything to be placed in the personnel file, including commendations,  
19 letters of corrective counseling, or disciplinary records (e.g., written reprimands, suspension,  
20 termination), will be shared with the employee as soon as possible and prior to being placed in the  
21 personnel file. An employee may insert contrary documentation into the file or request the removal  
22 of a document in the file.

23                   **2.** Each employee's Department personnel file and Division-level working file  
24 shall be open for review by the employee, by making an appointment through the Human Resources  
25 Section, provided that employees shall not have the right to review psychological evaluations or  
26 supervisor's notes prepared for the purpose of preparing employee's evaluations and that are  
27 destroyed after the evaluation is prepared. The County shall maintain no secret personnel files not  
28 subject to inspection.



1                   3. Letters of Counseling shall not be used for any purpose, except as required  
2 by State or Federal law, after twelve (12) months from issuance. Letters of reprimand shall not be  
3 used for any purpose, except as required by State or Federal law or to provide evidence of notice to  
4 the employee, after two (2) years from issuance, provided that the employee receives no subsequent  
5 discipline of a similar nature during that period. Discipline records may be retained indefinitely but  
6 may be requested for removal from the personnel file on a case-by-case basis.

7                   4. No letters of counseling or reprimand maintained beyond these time frames  
8 may be relied upon for progressive discipline, but corrective counseling notices within the time  
9 frames may be offered to demonstrate the employee has been previously warned. Other than  
10 corrective counseling notices, the employer will not maintain warning records in the personnel file or  
11 other discipline records not otherwise subject to the grievance procedure.

12                   5. If possible, the County will notify an employee of a public records request  
13 relating to that employee’s personnel file, internal investigations where the employee is the subject of  
14 the investigation, disciplinary actions relating to that employee or records that are personal in nature,  
15 prior to releasing the requested documents.

16                   6. When a member of the bargaining unit applies for another position within  
17 the Department, that employee’s personnel file is the only personnel file that the County may  
18 consider for the purpose of that hiring decision.

19                   **B. Grievance Documentation.** Grievances filed by the Guild and responses thereto  
20 shall be filed in separate grievance files and not maintained in personnel files..

21                   **Section 4.4 Class Specifications:** When a 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 4.5 Transportation and Parking:**

27                   A. All employees who have been authorized to use their own transportation on  
28 County business shall be reimbursed for mileage at the current Internal Revenue Service (IRS) rate

1 per mile for business-related travel.

2           **B.** The County shall not pay or reimburse employees for their parking fees, except as  
3 preauthorized for official County business, pursuant to King County Code, as amended.

4           **C.** Effective January 1, 2022, employees will be required to pay \$10 per month for  
5 parking in the CFJC parking garage. A one-time lump sum of \$500, less mandatory withholdings,  
6 will be paid to employees who are active during the first pay period that includes January 1, 2023 and  
7 who worked and paid to park in the CFJC parking garage during 2022, prorated based on months  
8 paid to park in the CFJC garage.

9           **D. Automated Vehicle Location (AVL) System.** County vehicles may be equipped  
10 with an Automated Vehicle Location (AVL) system. The County’s “Automatic Vehicle Location  
11 System Use Policy”, as amended, shall apply to all employees with the following modifications or  
12 additions:

13                   1. AVL data will not constitute the sole documentation used to determine  
14 discipline imposed on an employee.

15                   2. Any real time viewing of data is permissible only for operational reasons  
16 and will not be used for surveillance of employees, whether to monitor performance or to justify  
17 implementation of disciplinary actions.

18                   3. The County will not access AVL data for the purpose of disciplinary action,  
19 unless there is a documented good-faith reason to believe that an employee has committed an offense  
20 that could result in discipline. The County agrees not to request or view AVL data, absent any other  
21 evidence, for the purpose of monitoring an employee who may have committed a violation of some  
22 rule or policy that could result in disciplinary action (i.e., no fishing expeditions).

23                   4. If the County is aware of AVL data that may pertain to an investigation, as  
24 defined above, the employee who is subject to the investigation and/or the Guild will have the right to  
25 view the AVL data before an investigatory interview is conducted by the Department.

26                   5. The County will comply with requests from the employee and/or the Guild  
27 for access to AVL data, where discipline or the potential to issue discipline exists.

28                   6. All Public Disclosure Requests related to AVL data on Department

1 employees will be forwarded to Department Public Disclosure officials for response pursuant to the  
2 Department's policies and procedures.

3       **Section 4.6 Personal Property:** Employees whose personal property is damaged during the  
4 performance of their assigned duties shall have same repaired or replaced at County expense;  
5 provided, that such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. The  
6 County shall process claims with due speed upon receipt of the claim from the employee.

7       **Section 4.7 Contracting Out:** The County shall not contract or subcontract work when such  
8 action will cause layoff of regular employees, unless it is required by state or federal law. The  
9 County shall not contract out work which the members of the Guild have historically performed  
10 unless it is required by law or is a business necessity due to an unforeseeable emergency situation or  
11 to augment the workforce on a short-term, temporary basis. Except for emergency situations, the  
12 County shall provide notice to the Guild of its intent to contract out and, upon request, bargain the  
13 decision and/or effects of that decision. Except as provided herein, under no circumstance shall the  
14 County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this  
15 provision shall limit what the County has historically contracted out, and no jobs will be eliminated  
16 due to contracting out.

17       **Section 4.8 Safety Standards:** No employee shall be directed to work in a manner or  
18 condition that does not comply with local, state, or federal safety regulations, or in a condition,  
19 location or assignment which would constitute a physical hazard to the employee's health or well-  
20 being. The County shall provide appropriately classified staff for the care, supervision and  
21 transportation of youth.

22       **Section 4.9 Reclassified Positions:**

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

26       **Section 4.10 Conflicts of Interest Policy:** All employees shall adhere to the King County  
27 Employment Conflicts of Interest Policy, as amended, in accordance with Memorandum of  
28 Understanding (MOA) 296U0320.

1 **ARTICLE 5: HOLIDAYS**

2 **Section 5.1**

3 **A. Observed Holidays:** All regular, probationary, provisional and term-limited  
4 temporary employees (comprehensive leave eligible employees) who work a full-time schedule shall  
5 be granted the following designated holidays with pay. To be eligible for holiday pay, employees  
6 must be in a paid status on the last scheduled workday prior to and the first scheduled workday after  
7 the holiday:

8

<i>Holiday</i>	<i>Date Observed</i>
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 beginning in 2022
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October beginning in 2022
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

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24 and any day as declared by the president or governor and as approved by the King County Council.  
25 Employees who work less than a full-time schedule shall receive all holidays prorated to reflect their  
26 normally scheduled work weeks.

27 **B.** All holidays shall be observed on the "Date Observed" per Section 5.1A. When an  
28 employee's scheduled work shift spans two (2) calendar days, the holiday shall be considered to have

1 occurred (be observed) on their shift which begins on the holiday.

2 C. All employees shall take holidays off (eight (8) hours for full-time employees,  
3 prorated for part-time) using holiday leave, if eligible, on the day of observance unless their work  
4 schedule requires otherwise for continuity of services, as determined by the County. The County  
5 retains the right to determine the level of staffing required on observed holidays to meet workload  
6 needs.

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

11 E. Holidays paid for but not worked shall be recognized as time worked for the  
12 purpose of determining weekly overtime, except for such time that sick leave is taken on the holiday.

13 **Section 5.2 Unpaid Holidays for Religious Purposes:** In addition to the holidays listed  
14 above, pursuant to RCW 1.16.050, as amended, employees may take two (2) unpaid holidays per  
15 calendar year for “a reason of faith or conscience or an organized activity conducted under the  
16 auspices of a religious denomination, church, or religious organization,” unless the employee’s  
17 absence would impose an undue hardship on the employer pursuant to WAC 82-56-020.

18 **Section 5.3 Personal Holidays:** Annually, comprehensive leave eligible employees active  
19 on January 15 shall receive two (2) personal holidays to be added to their vacation bank on the  
20 paycheck that includes February 1. New County employees hired on or before November 15 of the  
21 calendar year shall receive two (2) personal holidays to be added to their vacation bank on the last  
22 day of the first pay period following their date of hire. These two personal holidays shall continue to  
23 be administered per contract language. Employees who work less than a full-time schedule shall  
24 receive personal holidays prorated to reflect their normally scheduled work weeks. In no event shall  
25 there be more than two (2) personal holidays of eight (8) hours each (sixteen hours total) for full-time  
26 employees, prorated for part-time employees, awarded per calendar year. Once issued, personal  
27 holidays become vacation leave, and are subject to all policies and contract provisions for the use of  
28 such leave.

1           **Section 5.4. Holiday Compensation:**

2           A. Full-time employees who are eligible for holiday pay, who work on a celebrated  
3 holiday listed in Section 5.1.A above, shall receive eight (8) hours straight time holiday pay, plus  
4 time-and-one-half the base hourly rate of pay, for all hours worked as a holiday premium.

5           B. Full-time employees who are eligible for holiday pay, who are relieved of  
6 regularly scheduled duty due to holiday staffing, shall receive eight (8) hours of straight time holiday  
7 pay for that day. Full-time employees who are eligible for holiday pay, who are on furlough on a  
8 celebrated holiday listed in Section 5.1.A. above, shall either receive eight (8) hours of straight time  
9 pay or shall at their option receive a substitute holiday. Annually, no later than February 1,  
10 employees shall make a selection for how they want their holiday leave hours credited for the year  
11 (pay or leave) when their furlough is on a holiday. In the event the employee does not indicate a  
12 preference, the employee shall receive pay.

13           C. Full-time employees who are eligible for holiday pay, who take an observed  
14 holiday off as an approved sick or vacation day, shall be paid up to eight (8) hours of straight time  
15 holiday pay for the absence in lieu of sick or vacation leave.

16           D. Part-time employees who are eligible for holiday pay and are assigned to work on  
17 a holiday shall be paid at the holiday rate in 5.4A for the actual hours worked. Part-time employees  
18 whose regular schedule requires them to work on a holiday, but who are relieved from work for the  
19 holiday due to holiday staffing levels, will receive prorated holiday pay commensurate with their  
20 schedule. Part-time employees will not be compensated for holidays falling on days which they are  
21 not regularly scheduled to work.

22           E. Use of Substitute Holidays. All substitute holidays pursuant to this Article will be  
23 banked as vacation leave, and subject to all provisions concerning vacation leave in this Agreement,  
24 including accrual limits.

25           **Section 5.5 Holiday Staffing Levels:**

26           A. In most cases, the level of staffing on observed holidays will be the same as  
27 weekend staffing levels.

28           B. Employees to be relieved due to holiday staffing will be selected within each shift,

1 based on seniority on each shift (per Article 11, Section 11.4). For the purposes of this section, 1<sup>st</sup>  
2 and 4<sup>th</sup> shift shall be considered one shift.

3           **C.** Regularly scheduled staff whose primary posts will be staffed on holidays and all  
4 regularly scheduled secondary staff will work as needed. If there are more staff available than there  
5 are posts, staff will be relieved of regular duty and placed on holiday leave based on seniority.

6           **D.** The number of staffed posts may fluctuate based on detention population. When  
7 staffed posts are reduced, the option of taking the holiday off will be offered by seniority until the  
8 staffing level is appropriate.

9           **E.** The Division will first seek to staff holidays with volunteers that are currently  
10 scheduled to work. Preference will be given by seniority. If there are no volunteers for taking  
11 holiday leave, the least senior staff will be given the holiday off, and recalled by seniority if any posts  
12 need to be filled due to leave use (sick leave, FMLA, etc.) or operational need (population increases,  
13 hospital coverage, etc.).

1 **ARTICLE 6: VACATIONS**

2 **Section 6.1 Vacation Accrual:**

3 **A. Full-Time Employees.** Comprehensive leave eligible employees who work a full-  
4 time schedule shall accrue vacation leave benefits as described in the following table:

5

6 **Vacation Leave Schedule for**

7 **Full-Time (40 Hour Every Week)**

8 **Regular Employees**

9 <b>Months of Service</b>	10 <b>Hourly Accrual Rate</b>	11 <b>Approximate Annual Leave in Days</b> (7.2 hrs/day accrual rate for employees on 5/4 schedule)
12 0	0.04620	12.01200
13 60	0.05770	15.00200
14 96	0.06160	16.01600
15 120	0.07700	20.02000
16 192	0.08080	21.00800
17 204	0.08470	22.02200
18 216	0.08850	23.01000
19 228	0.09240	24.02400
20 240	0.09620	25.01200
21 252	0.10010	26.02600
22 264	0.10390	27.01400
23 276	0.10780	28.02800
24 288	0.11160	29.01600
25 300	0.11540	30.00400

26 **B. Part-Time Employees.** Comprehensive leave eligible employees who work a  
27 part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in  
28 Section 6.1, prorated to reflect their normally scheduled work week.



1 C. Employees eligible for paid leave shall accrue vacation leave from their date of  
2 hire. Employees may accrue vacation leave each pay period, and it will become available for use on  
3 the first day after the end of the pay period in which it was accrued..

4 **Section 6.2 Leaving Employment:**

5 **A. Prior to Six (6) Months of Employment.** Employees that leave County  
6 employment prior to successfully completing their first six (6) months of County service, shall forfeit  
7 their vacation leave hours, and are excluded from the vacation payoff provisions contained in this  
8 Agreement. This provision does not restrict an employee's use of accrued leave for a qualifying  
9 event under state law.

10 **B. Following Six (6) Months of Employment.** Comprehensive leave eligible  
11 employees shall be paid for accrued vacation leave to their date of separation, up to the maximum  
12 accrual carryover amount, if they have successfully completed their first six (6) months of County  
13 service in a paid leave eligible position, and are in good standing (e.g., not terminated for cause or  
14 resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the  
15 employee's base hourly rate of pay in effect upon the date of leaving County employment, less  
16 mandatory withholdings.

17 **Section 6.3 Annual Vacation Bid:**

18 **A.** An employee may make up to six (6) vacation bid requests, in three (3) rounds, for  
19 the period beginning February 1 and ending January 31. All six bid requests must be submitted on  
20 the appropriate Division leave forms no later than the preceding December 1. Employees shall  
21 indicate their priority order on the requests. Each request must be for consecutive full days. The  
22 combined bids must be limited to current and projected vacation accruals; bids received beyond that  
23 amount will be rejected.

24 **B.** The rounds shall be processed as follows, and approved based on seniority in  
25 classification and available vacation slots, per this article:

- 26 ■ Round 1: One request in consecutive full day (eight hour) increments
- 27 ■ Round 2: One request in consecutive full day (eight hour) increments
- 28 ■ Round 3: All remaining requests (up to four) in consecutive full day (eight

1 hour) increments

2 C. All employees will provide a contact number if they want to be contacted if their  
3 bid vacation preference is not available to them. In the first round, any employee who is not able to  
4 get their first bid vacation preference shall be contacted either on shift or at the number provided to  
5 determine if they would like to have their next preference or another bid selection that may be  
6 available. Employees not contacted in person (or on the phone) shall have a message left informing  
7 them that they have one hour to return the call, or their vacation bid will be determined based on the  
8 bid request submitted (moving to their next preferred dates until something is available.) The bid  
9 process above shall be repeated for the 2nd round bid selections as well. After the 2nd round bid  
10 selections, all remaining bid requests (up to four) will be reviewed for approval based on seniority  
11 and available slots.

12 D. Employees will be notified by January 1 whether their bid requests are approved or  
13 not approved. Employees who transfer or rebid to a different shift shall maintain their annual  
14 vacation bid.

15 **Section 6.4. Requests After Annual Bid:**

16 A. Vacation requests received after December 15th shall be considered and approved  
17 based on the date the request is received by the Department (first-come, first-serve) and the  
18 availability of vacation slots under this Article.

19 B. Requests for any vacation leave after the annual bid, including expanding the  
20 length of previously approved leave, must be submitted seventy-two (72) hours in advance of the  
21 requested leave.

22

23 C. Vacation requests of less than two hours will be wait-listed and shall not be  
24 approved until the start of the shift in which the leave is requested. Such requests shall not occupy a  
25 vacation leave slot nor protect an employee from cancellation due to lack of coverage, a need for  
26 mandatory overtime, or to relieve another employee from mandatory overtime. Requests for leave of  
27 less than two hours shall be granted only upon approval by the on-duty supervisor.

28 **Section 6.5 Vacation Slots:**

1           A. Effective January 1, 2023, and with the proceeding annual bidding process for  
2 2023, the number of vacation slots available for Juvenile Detention Officers shall be based on a ratio  
3 of one (1) slot per ten (10) full-time budgeted positions (rounded up or down to the nearest 10  
4 positions) as of January 1. For example, 99 budgeted positions shall result in 10 vacation slots. A  
5 drop to 95 budgeted positions shall maintain 10 vacation slots (rounded up). A drop to 94 budgeted  
6 positions shall cause a reduction to 9 vacation slots. The allotment of lost vacation slots shall be  
7 apportioned first to those shifts that would result in the smallest reduction to per employee vacation  
8 availability based on employee to leave slot ratio.

9           B. For the ten vacation slots allotted in 2022, the distribution of slots shall be as  
10 follows:

11	Day Shift:	5
12	Swing Shift:	3
13	Graveyard:	2

14           C. If only one (1) day in a full work week vacation request is in excess of the slot  
15 limits defined above the employee shall be granted the conflicting day off except that no more than  
16 one employee per shift may benefit from this provision. Additional requests may be granted based on  
17 operational needs of the division.

18           **Section 6.6** Approved vacation leave can only be used if the required amount of the specified  
19 leave is available at the time the leave is taken.

20           **Section 6.7** Vacation time may not later be converted to compensatory time off.

21           **Section 6.8 Maximum Vacation Carryover:**

22           A. All comprehensive leave eligible employees hired with the County on or before  
23 December 31, 2019 may carryover up to four hundred eighty (480) hours of vacation leave to the  
24 next calendar year. Carryover limits for part-time employees, or full-time employees who work a  
25 schedule less than forty (40) hours every week, shall be prorated to their normal work hours.

26           B. All comprehensive leave eligible employees hired with the County after December  
27 31, 2019 may carryover up to three hundred twenty (320) hours of vacation leave to the next calendar  
28 year.

1 C. Employees must use vacation leave in excess of the maximum carryover amount  
2 on or before the last day of the pay period that includes December 31 of each year. Failure to use  
3 vacation leave beyond the maximum carryover amount will result in forfeiture of the vacation leave  
4 beyond the maximum amount unless the Director has approved a carryover of such vacation leave  
5 because of cyclical workloads, work assignments or other reasons as may be in the best interests of  
6 the County.

7 **Section 6.9** In cases of separation from County employment by death of an employee with  
8 accrued vacation leave and who has successfully completed six (6) months of County service in a  
9 comprehensive leave eligible position, payment of unused vacation leave up to the maximum accrual  
10 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,  
11 RCW Title 11.

12 **Section 6.10** If a comprehensive leave eligible employee resigns from County employment  
13 or is laid off and subsequently returns to County employment within two years from such resignation  
14 or layoff, as applicable, the employee's prior County service shall be counted in determining the  
15 vacation leave accrual rate.

16 **Section 6.11 Increments of Use:** Vacation leave may only be requested for use in quarter  
17 (1/4) hour increments, to be approved at the discretion of the Division Director/designee.

18 **Section 6.12** Employees who change job positions but remain with the County, without a  
19 break in service, may retain and use their vacation accruals in accordance with the provisions of their  
20 new collective bargaining agreement, or K.C.C., as amended.

21 **Section 6.13 Vacation Leave Cancellation:**

22 Employees shall provide a minimum of twenty-four (24) hours of notice prior to cancelling all  
23 approved Vacation leave. Cancellation requests with less than required notice will only be approved  
24 if cancelling their leave and working would prevent another employee from having to work overtime,  
25 the employee would go into a no-pay status by taking the scheduled leave, or the employee is  
26 cancelling a request of less than two (2) hours at the end of their shift due to being assigned to  
27 mandatory overtime on the following shift.  
28

1 **ARTICLE 7: SICK LEAVE**

2           **Section 7.1** Comprehensive leave eligible employees shall accrue sick leave benefits at the  
3 rate of 0.04616 for each hour in regular pay status exclusive of overtime up to a maximum of 3.6928  
4 hours per bi-weekly pay period. While this accrual is more generous than what is required under  
5 Washington State law, there are circumstances where an employee may receive additional sick leave  
6 accruals. To ensure all employees earn the correct amount of leave, central payroll staff multiplies the  
7 number of hours an employee worked by 0.025 at the end of each pay period. That number is then  
8 compared to what the employee accrued under the above. The higher amount of leave is awarded to  
9 the employee

10           **Section 7.2** During the first six (6) months of County service in a paid leave eligible position,  
11 employees eligible to accrue vacation leave may, at the manager’s discretion, use any accrued days of  
12 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any  
13 vacation leave used for sick leave must be reimbursed to the County upon termination. This  
14 provision does not restrict an employee’s use of accrued leave for a qualifying event under the  
15 Washington Family Care Act.

16           **Section 7.3** All employees shall accrue sick leave from their date of hire. There shall be no  
17 limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits  
18 may accrue and carry over from year-to-year.. Sick leave may only be requested for use in quarter  
19 (1/4) hour increments. An employee is not entitled to use sick leave until the first day after the end of  
20 the pay period in which it was accrued.

21           **Section 7.4** The County is responsible for the proper administration of the sick leave benefit.  
22 Employees shall complete an Absence Request Form (ARF), or Department-designated equivalent,  
23 on the first day back to work after an illness. Employees may be required to provide appropriate  
24 verification of any absence for medical reasons of five (5) consecutive workdays or more, or if there  
25 is a specific concern about the employee’s ability to safely return to work. If verification of illness is  
26 required by the County, the County will make reasonable efforts to inform the employee of the need  
27 for such verification prior to their return to work. The employee shall be given no less than ten (10)  
28 calendar days following the first day upon which the employee used paid sick leave to provide

1 verification.

2           **Section 7.5** Employees shall be eligible for King County Family Medical Leave (KCFML)  
3 pursuant to King County Code, as amended. It shall be the employee’s responsibility to notify the  
4 Department when submitting their absence request, and/or medical verification that the leave is being  
5 requested pursuant to either the Family Medical Leave Act (FMLA) or KCFML.

6           **Section 7.6** Separation from or termination of County employment for any reason other than  
7 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave  
8 accrued to the employee as of the date of separation or termination. Should a comprehensive leave  
9 eligible employee resign, be separated for medical reasons, or be laid off and return to County  
10 employment within two (2) years, accrued sick leave shall be restored. Such restoration shall not  
11 apply where the former employment was in a term-limited position.

12           **Section 7.7** Employees eligible for comprehensive leave benefits who have successfully  
13 completed at least five (5) years of County service and who retire as a result of length of service, or  
14 who terminate by reason of death, shall be paid, or their estates paid as provided for by RCW Title  
15 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick  
16 leave multiplied by the employee’s base hourly rate of pay in effect upon the date of leaving County  
17 employment less mandatory withholdings. Retirement as a result of length of service means an  
18 employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of  
19 Seattle Retirement Plan immediately upon terminating County employment. If a retiree who cashes  
20 out their sick leave is rehired, that employee is not entitled to have any sick leave restored. If the  
21 bargaining unit has adopted the Voluntary Employee Beneficiary Association (VEBA), this cash out  
22 shall be subject to those provisions.

23           **Section 7.8** Accrued sick leave may be used for the following reasons:

24           **A.** For self-care or to care for a family member due to mental or physical illness,  
25 injury, or health condition; to obtain medical diagnosis, care, or treatment of a mental or physical  
26 illness, injury, or health condition; or to receive preventive medical care;

27           **B.** For family and medical leave available under federal law, state law or King County  
28 ordinance;

1 C. When the employee’s workplace has been closed by order of a public official for  
2 any health-related reason, or when the employee’s child’s school or place of care has been closed by  
3 order of a public official for any health-related reason;

4 D. For absences that qualify for leave under the Domestic Violence Leave Act, RCW  
5 49.76;

6 E. To increase the employee’s or a family member’s safety when the employee or the  
7 employee’s family member has been a victim of trafficking under RCW 9A.40.100.

8 **Section 7.9** For purposes of paid sick leave, “family member” is:

9 A. A child, including a biological, adopted or foster child, a stepchild, or a child to  
10 whom the employee stands in loco parentis, is legal guardian, or is a de facto parent, regardless of age  
11 or dependency status, or the child of the employee’s domestic partner;

12 B. The parent of an employee, employee’s spouse or employee’s domestic partner.  
13 Parent includes a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an  
14 employee or the employee’s spouse or registered domestic partner, or a person who stood in loco  
15 parentis when the employee was a minor child;

16 C. a spouse; domestic partner; a grandparent; a grandchild; or a sibling.

17 **Section 7.10** Use of paid sick leave as provided in this Agreement shall not lead to or result  
18 in discipline of any employee. The County shall not discriminate or retaliate against any employee  
19 for the employee’s use of paid sick leave as provided in this Agreement, Washington law, or Federal  
20 law.

21 **Section 7.11** For a qualifying leave under the Washington Family Care Act, the employee  
22 may use any type of accrued leave, at their option.

23 **Section 7.12** For a leave that does not qualify under the Washington Family Care Act, the  
24 following applies: An employee who has exhausted all of their sick leave may use accrued vacation  
25 leave as sick leave before going on a leave of absence without pay, with prior approval of the Chief  
26 of Operations or designee.

1 **ARTICLE 8: GENERAL LEAVES**

2 **Section 8.1 Donation of Leaves:**

3 **A. No Solicitation.** All donations of vacation and sick leave made under this  
4 Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving  
5 money or any other compensation or benefits in exchange for a donation of vacation or sick leave  
6 hours.

7 **B. Approval for Donations.** Donations require written approval from the  
8 comprehensive leave eligible donating and receiving employees' directors. If approved, the donated  
9 leave will be available the next full pay period after notification of the donation is received by Payroll  
10 from the Department of Human Resources (DHR).

11 **C. No Cash Out of Donated Leave.** Donated leave hours are excluded from all payouts  
12 and restorations.

13 **D. No accruals on donated leave.** Vacation and sick leave will not accrue on donated  
14 leave as it is used.

15 **E. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-**  
16 **Comprehensive Leave Eligible Employee or Emergency Medical Leave Fund (EML Fund)**  
17 **donated leave hours.**

18 **1.** The receiving employee must have exhausted all paid leave accruals (e.g.,  
19 vacation leave, sick leave) and compensatory time.

20 **2.** The receiving employee can only use donated leave for KCFML and FMLA  
21 qualifying reasons.

22 **3.** The leave for which the employee is requesting donations must be for a  
23 prolonged absence. A prolonged absence is considered to be three (3) or more consecutive days. An  
24 employee may use donated leave intermittently after the employee's prolonged absence if the  
25 conditions in 1 and 2 above are met.

26 **4. Vacation leave hours.** Except as provided under G.2. below, the amount of  
27 vacation cannot exceed the donating employee's leave accrual balance at the time of donation.

28 **5. Sick leave hours.** An employee is limited to donating a total of 25 hours of



1 accrued sick leave per calendar year, provided the donating employee’s leave balance will be 100 hours  
2 or more following the donation.

3 **F. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick  
4 leave hours shall be converted to a dollar value base on the donor’s straight time hourly rate at the time  
5 of the donation. The dollar value will then be divided by the receiving employee’s straight time hourly  
6 rate to determine the actual number of hours received and placed in the receiving employee’s donated  
7 leave bank.

8 **G. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**  
9 **Employee Donations.**

10 1. A comprehensive leave eligible employee may donate a portion of their  
11 accrued vacation and/or sick leave hours, as provided under E.4 and E.5 above, to another  
12 comprehensive leave eligible employee.

13 2. Donation limits, as provided under E.4 and E.5 above, are exclusive of  
14 donations to the EML Fund under H.

15 3. No Reversion of Donated Leave. Donated leave hours remain with the  
16 recipient and do not revert to the donor.

17 **H. Comprehensive Leave Eligible Employee donations to an Emergency Medical**  
18 **Leave Fund – Pilot Program.**

19 1. The County will create a pilot program whereby a comprehensive leave  
20 eligible employee may donate a portion of their accrued vacation and/or sick leave hours to an  
21 “Emergency Medical Leave Fund” (EML Fund) that is managed by the DHR. At the County’s  
22 discretion, the pilot program can either be continued as a regular program or discontinued upon 30-day  
23 written notice. If discontinued, the County will cease to allow donations into the EML Fund, but will  
24 continue to allow use of the EML Fund until exhausted.

25 2. Vacation hours. An employee is limited to donating eighty (80) hours of  
26 accrued vacation per calendar year to the EML Fund unless the employees’ department director  
27 approves a greater amount.

28 3. Process and Conditions to receive hours from the EML Fund.

1 a. The comprehensive leave eligible employee must submit a request to  
2 DHR for hours.

3 b. The maximum donation an employee can receive is up to eighty (80)  
4 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80 or  
5 72 hours).

6 c. Hours will be distributed on a first come first serve basis and only  
7 awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-  
8 pay status).

9 d. Given there is only a finite number of dollars in the EML Fund, there  
10 is no guarantee that hours will be awarded.

11 4. No reversion of donated leave. Donated hours not used by the receiving  
12 employee within sixty (60) calendar days of being awarded will be returned to the EML Fund and do  
13 not revert to the donor.

14 **I. Donation of Vacation Leave or Compensatory Time Hours to Nonprofit**  
15 **Organizations.** The executive may implement a process providing the opportunity for comprehensive  
16 leave eligible employees to convert accrued vacation leave or accumulated compensatory time hours,  
17 or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

18 **J. Donation to an Account or Program to Benefit Children of Deceased Employee.**  
19 If an employee dies during employment, the executive may implement a process providing a one-time  
20 opportunity to allow comprehensive leave eligible employees to convert either accrued vacation leave  
21 or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased  
22 employee who are under 23 years old at the time of the employee's death. This process must conform  
23 to KCC 3.12.224, as amended.

24 **Section 8.2 Leave - Organ Donors:** Employees shall be granted leave for organ donation in  
25 accordance with K.C.C. 3.12.215, as amended.

26 **Section 8.3 Bereavement Leave:** Employees eligible for comprehensive leave benefits shall  
27 be granted up to five (5) days, maximum 40 hours, (pro-rata for part-time) bereavement leave per  
28 qualifying death of a member of the employee's immediate family. Leave must be taken within one

1 (1) year from the date of the qualifying death.

2 A. Immediate family shall be defined as the employee's:

3 1. spouse or domestic partner; or

4 2. legal guardian, ward, or any person whom the employee has legal custody;

5 and

6 3. the following family members of the employee, the employee's spouse, or  
7 the employee's domestic partner:

8 a. a child;

9 b. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a  
10 person who stood or stands in loco parentis);

11 c. a grandparent;

12 d. a child-in-law;

13 e. a grandchild; or

14 f. a sibling

15 B. Employees who are not benefit eligible for comprehensive paid leaves may be  
16 granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement  
17 leave.

18 C. When a holiday or regular day off falls during the leave, it shall not be charged as  
19 bereavement leave.

20 D. Employees that request bereavement leave may be asked by their supervisor to  
21 describe their relationship to the deceased. If the supervisor has a specific concern regarding the  
22 validity of the employee's request to take bereavement leave, the employee may be asked to provide  
23 object information (e.g., obituary, newspaper article, etc.) related to death.

24 **Section 8.4 Leave - Examinations:** Employees eligible for comprehensive paid leaves shall  
25 be released from duty without loss of pay to participate in County recruitment examinations or  
26 interviews for County positions when the exam or interview occurs during their regularly scheduled  
27 work hours.

28 **Section 8.5 Jury Duty:**

1           A. A comprehensive leave eligible employee notified to serve on jury duty must inform  
2 their supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the date the  
3 employee is required to report for jury duty. The supervisor may reassign the employee to a shift and  
4 schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the  
5 hours and days, respectively, the employee is required to report or be available for jury duty. An  
6 employee will receive compensation, while on jury duty, in accordance with King County Code.

7           B. When released from jury duty for the day, and/or when the total required  
8 assignment to jury duty has expired, the employee will notify their supervisor. The employee will be  
9 provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before  
10 the employee must report back to work their regular shift and schedule. Comprehensive leave  
11 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance  
12 and Business Operations Division of the Department of Executive Services.

13           **Section 8.6 Leave for Volunteer Service:** Comprehensive leave eligible employees may use  
14 up to three (3) days (maximum of eight hours each day) of their accrued sick leave each year to  
15 perform volunteer services at a local school, or at a non-profit on the approved list for the Employee  
16 Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in  
17 writing, per Department leave request procedures, specifying the name of the school and/or  
18 organization and the nature of the volunteer services to be performed. Additionally, the employee's  
19 supervisor may request in advance that the employee obtain written proof of the service from the  
20 volunteer organization or school.

21           **Section 8.7 Workers' Compensation – Industrial Injuries:**

22           A. During the first twelve (12) months of service in a paid leave eligible position,  
23 employees not eligible for family medical leave under federal or state law or county ordinance shall  
24 be entitled to up to thirty (30) days of unpaid job-protected leave for a qualified industrial injury  
25 incurred in a reported use of force. For purposes of this section, a "qualified industrial injury" is an  
26 injury for which the employee receives worker's compensation benefits.

27           B. For each accepted industrial injury, the Department will credit the employees leave  
28 banks to restore any accrued leave used by the employee during the first three (3) full calendar days

1 following the day of injury, minus any leave restored, if applicable, for those same days via the state-  
2 prescribed payment. The Department-provided credit will be applied no later than forty-five (45)  
3 calendar days following the provision of the state-prescribed benefit.

4 C. If an injury or illness is compensable under the County’s workers compensation  
5 program, then the employee has the option to augment or not augment wage replacement payments  
6 with the use of accrued leave.

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

9 2. An employee may not collect workers’ compensation wage replacement  
10 pay, or augmented leave, for physical incapacity due to any injury or occupational illness that is  
11 directly traceable to employment other than with the County.

12 **Section 8.8 Washington State Paid Family and Medical Leave (PFML):** Bargaining unit  
13 employees shall be eligible to use Washington State Paid Family and Medical Leave (PFML)  
14 pursuant to RCW 50A.04. The County and employee will make their respective contributions to this  
15 state fund pursuant to statute.

16 **Section 8.9. Paid Parental Leave.** Paid Parental Leave (PPL) shall be granted to employees  
17 pursuant to King County Code Section 3.12.219, as amended, and 3.12.221, as amended.

1 **ARTICLE 9: HOURS OF WORK AND OVERTIME**

2           **Section 9.1 Standard Work Period Prior to Transition:** For the purpose of calculating  
3 FLSA overtime compensation, the seven (7) day FLSA work period shall begin at 12:00 a.m. on  
4 Saturday of each week and continue for a total of seven (7) consecutive days through 11:59:59 p.m.  
5 the following Friday, except as otherwise stated. The standard workday is eight (8) hours, and two  
6 (2) consecutive days off each week. Nothing in this section shall entitle an employee who is  
7 changing their regular schedule (i.e., annual scheduled bid, temporary reassignment, etc.) to  
8 consecutive days off during the transition to their new schedule.

9           **7(k) Work Period Change:** Upon readiness of the County’s payroll systems, the County will  
10 implement the 7k exemption for FLSA overtime, either at 43 hours over a 7-day period or 86 hours  
11 over a 14-day period.

12           **Section 9.2 Meal and Rest Periods:**

13           **A.** Employees in the classification of Detention Officer, shall have a thirty (30)  
14 minute paid meal period per shift, as well as two paid fifteen (15) minute rest periods, during which  
15 time the employee shall remain onsite and available for duty. Meal periods and rest periods will be  
16 scheduled and taken as work demands allow. However, due to the nature of the work, exigent  
17 circumstances may not make it possible to schedule and/or take such meal periods and break periods  
18 during the time periods specified in WAC 296-126-092. Therefore, as provided under RCW  
19 49.12.187, when exigent circumstances impede the ability to schedule and/or take meal and rest  
20 periods during the time period specified in the WAC, such meal and rest periods shall be taken as  
21 soon as reasonably possible.

22           **B.** Employees in all other classifications shall have an unpaid meal period, to be  
23 scheduled as either an eight and one-half (8.5) hour day with a thirty (30) minute unpaid meal period,  
24 or a nine (9) hour day with a one (1) hour unpaid meal period, based on operational need.

25           **Section 9.3 Employees Eligible to Work a Seventy-Two (72) Hour Work Period:**

26 Employees working a bi-weekly schedule of seventy-two (72) hours, as of the final ratification of this  
27 contract, are eligible to retain this option. For these employees, the normal workday shall be eight (8)  
28 hours (employees in the classifications of Detention Officer shall have a thirty (30) minute paid meal

1 period per shift, during which time the employee shall remain available for duty). Scheduled days off  
2 shall be two (2) consecutive days one (1) week and three (3) consecutive days in the next week.  
3 Provided, that any individual employee may opt instead to work a standard bi-weekly work period of  
4 eighty (80) hours, with a normal workday of eight (8) hours, and two (2) consecutive days off each  
5 week. Employees who exercise this option will no longer be eligible to return to a seventy-two (72)  
6 hour bi-weekly work schedule.

7 **Section 9.4** The parties agree that alternate work schedules may be utilized that are mutually  
8 agreed upon in writing by the employee and the Juvenile Detention Division Director/designee.

9 **Section 9.5 Overtime:**

10 **A. Weekly Overtime:** The “overtime rate” shall be paid to employees for all  
11 voluntary or mandatory hours worked in excess of forty (40) hours per FLSA workweek, excluding  
12 all paid sick leave hours in the same FLSA workweek. The overtime rate for each overtime hour  
13 worked shall be the employee’s hourly base rate of pay, plus one half (1/2) of the employee’s base  
14 hourly rate of pay (known as “time and one half”) inclusive of Education and FTO premiums  
15 if applicable and in effect at the time the overtime is worked. In the event that the FLSA requires a  
16 higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay  
17 pursuant to the FLSA.

18 **B. Daily Overtime:** Full-time employees shall be paid at the overtime rate, as  
19 defined in Section 9.5A above, for actual voluntary or mandatory time worked in excess of their  
20 regularly scheduled shift, excluding leave, as long as the extra hours are performed consecutively  
21 (immediately before or after, with no break in time) to the work shift and the employee has worked  
22 their regularly scheduled shift as one (1) of the two (2) consecutive shifts. When qualified for daily  
23 overtime, fifteen minutes of overtime will be paid for approved work of eight (8) to fifteen (15)  
24 consecutive minutes in duration. For work of sixteen (16) consecutive minutes or more, overtime  
25 will be paid for the exact number of minutes worked. Any prior practice of paying overtime for  
26 clocking in to work early without specific pre-approval for overtime is hereby abolished. Hours paid  
27 as daily overtime shall not be counted towards weekly overtime.

28 **C.** Sick leave shall not be included for the purposes of determining whether the daily

1 or weekly overtime thresholds have been met.

2           **Section 9.6** Normally, overtime work shall require prior approval of the individual's  
3 supervisor; however, overtime work may be approved after it is performed, provided the Juvenile  
4 Division Director/designee determines sufficient justification is made. Attendance for assigned  
5 overtime shifts shall be subject to the same rules as attendance at an employee's regular shift;  
6 employees must call in to be excused pursuant to the same rules for excuse from a regular shift;  
7 failure to appear shall be subject to counseling and/or discipline according to regular shift attendance  
8 rules.

9           **Section 9.7 Compensatory Time:** Employees may submit written requests for the accrual of  
10 compensatory time off (CTO), in lieu of overtime payments for working overtime, as defined by this  
11 Article. The Department will approve or deny such requests in writing. Employees who accrue CTO  
12 shall be allowed to accrue and use up to eighty (80) straight time hours of CTO per calendar year.

13           **A.** The parties agree to the following conditions on the use and accrual of CTO with  
14 the understanding that it is unduly disruptive and creates undue hardship for the Juvenile Division to  
15 process compensatory time in any manner other than as described below.

16                           **1.** CTO must be accrued before an absence request form is submitted for its  
17 use.

18                           **2.** The parties agree that it is reasonable for requests for CTO usage to be  
19 submitted no more than sixty (60) days or less than seventy-two (72) hours in advance of the  
20 requested time off date. The Chief of Operations or their designee may deny the use of CTO, just as  
21 any other leave, when circumstances dictate maintaining or increasing staffing to meet critical needs  
22 of the division.

23                           **3.** When CTO is approved, it will count toward the allowed vacation leave  
24 slots provided for in Article 6, Section 6.5. However, CTO requests of less than two hours will be  
25 wait-listed and shall not be approved until the start of the shift in which the leave is requested. Such  
26 requests shall not occupy a vacation leave slot nor protect an employee from cancellation due to lack  
27 of coverage, a need for mandatory overtime, or to relieve another employee from mandatory  
28 overtime. Requests for CTO of less than two hours shall be granted only upon approval by the on-



1 duty supervisor.

2                   4. Employees shall provide a minimum of twenty-four (24) hours of notice  
3 prior to cancelling CTO. Cancellation requests with less than required notice will only be approved if  
4 cancelling their leave and working would prevent another employee from having to work overtime,  
5 the employee would go into a no-pay status by taking the scheduled leave, or the employee is  
6 cancelling a request of less than two (2) hours at the end of their shift due to being assigned to  
7 mandatory overtime on the following shift.

8                   5. Once CTO usage is approved it may not be rescinded for requests of one  
9 day or less. When CTO usage is approved, it must be the bank of time used for those hours off of  
10 work.

11                   6. Employees may request a cash-out of any unused CTO they have accrued at  
12 any time before December 31st. Any accrued CTO that has not been used or cashed out voluntarily  
13 by December 31st will be cashed out in the pay period that includes December 31st.

14           **Section 9.8 Call-outs:** A minimum of four (4) hours at the overtime rate shall be paid for  
15 each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be  
16 compensated at the overtime rate. Call-out shall be defined as that circumstance when an employee,  
17 having completed the assigned shift and departed the premises, is requested by the County to return  
18 to work. Time actually spent working at the workplace shall be compensated for in accordance with  
19 this Section. The provisions of this Section shall not apply to meeting and training sessions requiring  
20 a return to work.

21           **Section 9.9 Mandatory Training or Mandatory Meetings:** In the event that the department  
22 requires an employee to attend a mandatory training or meeting, and such training or meeting is not  
23 immediately before or after a shift, or during a shift, then a two (2) hour minimum callout will be  
24 paid, and may qualify for the overtime rate pursuant to Section 9.5A. For mandatory trainings or  
25 meetings immediately before or after a scheduled shift, the employee shall be paid for actual time  
26 spent in the training or meeting at the overtime rate.

27           **Section 9.10 Mandatory Overtime:** The following conditions apply to the application of  
28 mandatory overtime:

1                   **A. Release from Mandatory Overtime.** Whenever possible, employees shall be  
2 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person  
3 mandatoried shall be the first eligible to be relieved). When an employee who is required to work  
4 mandatory overtime finds a qualified volunteer to split their overtime shift, the Department will make  
5 a good faith effort to approve the request. The volunteering employee shall not be considered in  
6 mandatory status.

7                   **B. Mandatory Overtime Passes.** Employees will be awarded one (1) mandatory  
8 overtime pass at the beginning of the calendar year for use during the same calendar year.  
9 Employees who fail to stay for mandatory overtime as directed without an approved use of a pass  
10 shall be subject to discipline. A pass may be used by an employee based on the following criteria:

- 11                               1. No more than two (2) passes may be used on any one shift.
- 12                               2. Use of a pass must be requested at the time of notification of mandatory  
13 overtime, and the Supervisor will determine eligibility, no requests for passes will be accepted after  
14 the schedule has been set by the Supervisor.
- 15                               3. Passes may not be used on designated County holidays.
- 16                               4. Passes may not be used if the resulting bump down causes another  
17 employee to be placed on mandatory overtime in excess of agreed upon policy.
- 18                               5. Passes may be denied if a Supervisor deems an emergency requiring all  
19 available staff.
- 20                               6. Grievances of this sub-section shall be limited to Step 3 of the grievance  
21 procedure.

22                   **C. Mandatory Overtime List.** The Division shall maintain a reverse seniority list for  
23 use in assigning mandatory overtime, pursuant to this Agreement and Division policy and procedures.  
24 If an employee is directed by the Division, for any reason, to stay after their shift for thirty (30)  
25 minutes or more, they shall be credited as having worked mandatory overtime and their name will be  
26 placed at the bottom of the reverse seniority mandatory overtime list.

27                   **D.** Eight (8) hours is the maximum number of mandatory hours that can be required  
28 per mandatory assignment unless required for emergency situations and approved by the Division

1 Director or designee.

2 E. Staff working overtime on their day off cannot be placed on mandatory overtime,  
3 unless it leaves a required post unmanned or it jeopardizes the health and welfare of a youth.

4 **Section 9.11 Shift Trade:** An employee on first or second shift shall have the right to trade a  
5 shift on the same workday with another employee up to ten (10) times per year, upon their mutual  
6 agreement, and with the approval of the appropriate supervisors (which shall not be unreasonably  
7 withheld).

8 **Section 9.12 Daylight Savings Adjustment:** The Department will pay one (1) hour of  
9 overtime to all employees working a nine-hour shift during the fall daylight savings adjustment  
10 period. Employees working during the spring daylight saving time adjustment period will either take  
11 one (1) hour of vacation or compensatory time, or one (1) hour of leave without pay, to cover the  
12 reduction of their shift from eight hours to seven.

13 **Section 9.13 Cancellation of Scheduled Voluntary Overtime:** Employees must provide a  
14 minimum of eight (8) hours of notice prior to cancelling their scheduled overtime.

1 **ARTICLE 10: SPECIAL DUTY ASSIGNMENTS AND WORK OUT OF CLASSIFICATION**

2 **Section 10.1 Definitions:**

3 A. Special Duty Assignment – When an employee in a regular position is temporarily  
4 assigned to a classification with a higher rate of pay, and the higher-level duties comprise the  
5 majority of the work performed for a minimum of thirty (30) calendar days.

- 6 • Temporary employees, including TLTs, are not eligible for special duty assignments.

7 B. Base Position – The employee’s underlying position while on special duty  
8 assignment.

9 **Section 10.2 Duration:**

10 A. Depending on the type of special duty assignment needed, an assignment may be  
11 made for a minimum of thirty (30) calendar days and a maximum of two (2) years, with extensions  
12 granted upon mutual written agreement between the Department Director or designee and the Guild,  
13 not to exceed five (5) years. The County retains the discretion to create and administer Special Duty  
14 Assignments to meet business needs, pursuant to King County Code 3.15.140, as amended.

15 B. FLSA-exempt special duty assignments shall be made in full-week increments,  
16 from Saturday through Friday.

17 C. An employee’s special duty assignment will end when the Department becomes  
18 aware that the employee’s absence will exceed thirty (30) consecutive calendar days or at the  
19 conclusion of a thirty (30) day absence, whichever occurs first.

20 **Section 10.3 Posting:**

21 Special duty positions shall be posted, and an open selection process will be conducted for  
22 special duty assignments. The Department shall determine the most appropriate means and length of  
23 the posting but will make an effort to ensure that all potentially qualified employees are aware of the  
24 opportunity.

25 A. The County reserves the right to fill a career service position with a special duty or  
26 working out of classification assignment without posting the assignment when conducting a selection  
27 process for the career service position.

28 **Section 10.4 Pay:**

1           **A.** An employee on special duty will be placed at the first step of the special duty  
2 classification pay range or be given a flat five percent (5%) above the employee’s base hourly rate of  
3 pay, whichever is higher.

4           **B.** An employee on special duty will continue to advance through the salary steps of  
5 their base pay range while on special duty. If the employee is at their top step in the base  
6 classification, the employee will be eligible to advance in the steps of the special duty classification  
7 under the terms of the collective bargaining agreement covering the special duty work if in a  
8 represented position, or pursuant to County policy if in a non-represented position.

9           **C.** Special duty pay shall not be considered part of an employee’s base pay rate for  
10 purposes of pay rate determination as a result of promotion or reclassification, cash-out of  
11 compensatory time, vacation or sick leave, or vacation or sick leave donations.

12           **D.** If the special duty assignment is FLSA non-exempt, the employee’s special duty  
13 pay will be used for the computation of overtime and compensatory time.

14           **E.** When the special duty assignment is completed, the employee’s pay shall revert to  
15 the pay rate the employee would have received if the employee had not been assigned to special duty.

16           **F.** An employee on a special duty assignment in a non-exempt position may remain  
17 eligible for voluntary or mandatory overtime in their base position by mutual written agreement  
18 between the Guild and the County, which shall be included in the posting of any bargaining unit  
19 special duty assignment.

20           **G.** Compensation, hours of work, and applicable contractual working conditions shall  
21 be consistent with the acting (special duty) union’s collective bargaining agreement, or County policy  
22 if serving special duty in a non-represented position, from the time the employee is placed in the  
23 assignment until the time the employee returns to their base position. Limited contractual provisions  
24 relating to the base position (i.e., reduction in force, seniority, discipline, etc.) shall continue to apply  
25 during the special duty assignment.

26           **H.** Employees accepting special duty assignment into an FLSA Non-Exempt position  
27 will not be required to cash out compensatory time upon acceptance of position. They may earn and  
28

use compensatory time during the special assignment. However, pursuant to C. above, any cash outs of leave will be paid at employee's base position base hourly rate of pay.

**Section 10.5 FLSA Status Change:**

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

<b>FLSA Change</b>	<b>FLSA Non-Exempt Base Position to FLSA Exempt Special Duty</b>	<b>FLSA Exempt Base Position to FLSA Non-Exempt Special Duty</b>
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment.  Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months.  The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

1           **Section 10.6 Working Out-of-Classification:** Working-out-of-classification occurs when an  
2 employee in a regular position is temporarily assigned by the Department Director or designee, to  
3 perform the duties of a higher paid classification for less than thirty (30) consecutive calendar days.  
4 Employees working-out-of-classification may not be required to perform all of the responsibilities of  
5 the higher-level classification, and therefore may continue to perform some of the responsibilities of  
6 their base position.

7           **A.** Working-out-of-classification assignments in FLSA non-exempt positions shall be  
8 made in full day/shift increments, unless the assignment is to backfill a required post in the Juvenile  
9 Division, such as Corrections Supervisor, in which case a two (2) hour minimum shall apply.

10           **B.** Working-out-of-classification assignments in FLSA exempt positions shall be  
11 made in full-week increments, from Saturday through Friday.

12           **C.** While working-out-of-classification, the employee will receive a five percent (5%)  
13 working-out-of-classification pay premium over their normal hourly compensation rate (base hourly  
14 rate of pay, plus education and FTO premiums if applicable at the time of assignment). Any overtime  
15 earned while working-out-of-classification will include this premium. Paid leave (e.g., vacation, sick,  
16 bereavement, etc.) while working-out-of-classification shall be at the rate of the employee's base  
17 position (without the pay premium).

18           **D.** If a working-out-of-classification assignment exceeds twenty-nine (29)  
19 consecutive calendar days, the assignment will be converted prospectively to a special duty  
20 assignment and subject to all provisions for special duty assignments under this Article.

1 **ARTICLE 11: REDUCTION IN FORCE**

2 **Section 11.1** 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 **Section 11.2** An employee designated for layoff within a specific classification may move to  
5 another unit or position within that classification based on their seniority in the classification. Where  
6 multiple staff occupy the same unit, shift, or days off, the least senior staff person within the group  
7 will be displaced. If there is no position within the classification to which the employee can move,  
8 the employee may select a position in a job classification previously worked at the agency, based on  
9 total agency seniority, provided:

10 **A.** That any required probation period was satisfactorily completed; and

11 **B.** The demonstrated job performance in the former classification was at acceptable  
12 standards.

13 **Section 11.3** 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 In the event an employee does not submit a position selection, the employee will be  
16 placed in the last remaining slot after all selections have been made.

17 **Section 11.4 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. Classification  
19 seniority shall include seniority accrued within the current job class while employed by the former  
20 Department of Youth Services.

21 **A.** Calculation of seniority will be based on service date within classification, or a  
22 promotional position in the same division, or lateral position in the same bargaining unit. If an  
23 employee is demoted, or bumped back to a previously held position, the employee may retain their  
24 time in service in the promotional or lateral position, provided the employee returns to the bargaining  
25 unit within two (2) years, or as the result of a layoff. The service date is adjusted for unpaid leaves of  
26 absence that exceed thirty (30) calendar days, unless otherwise required by law.

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



1 accrual rate.

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

4 D. Seniority Tiebreaker: In the event there are two or more employees within the  
5 Juvenile Division of the Department with the same classification and seniority, the tiebreaker shall be  
6 based upon total Juvenile Division seniority, which shall include seniority accrued with the former  
7 Department of Youth Services. If seniority is still tied, the next tiebreaker shall be based upon total  
8 King County seniority. If seniority is still tied, then the County will decide the order of layoff, and  
9 the County may consider performance in making the decision.

10 **Section 11.5 Re-call Rights**: Regular employees laid off or bumped due to lack of work or  
11 lack of funds; or terminated due to no vacancies available for reversion rights (per Article 14, Section  
12 14.3) shall have re-employment rights to the same kind and level of position held at the time of  
13 layoff, if such a position becomes available within two (2) years from the date of layoff. Laid-off  
14 regular employees shall have recall rights to any vacant position within their classification. In such  
15 cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns  
16 to regular employment with the Juvenile Division of the Department.

17 **Section 11.6 Cash Out Upon Layoff**: Regular employees shall be paid in cash, upon layoff  
18 from County employment, for any vacation accrued

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2           **Section 12.1 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 12.2 Definitions and Conditions:**

8           **A. Grievance:** A grievance is an allegation made by the Guild that the County has  
9 not correctly applied the written provisions of this Agreement.

10                   1. The Guild must file a grievance in writing within twenty-one (21) calendar  
11 days of the event or knowledge of the event.

12                   2. The Guild may not grieve a termination of temporary, provisional, term-  
13 limited temporary or probationary employees.

14                   3. Hiring decisions shall be the sole province of management and as such are  
15 not able to be grieved under the terms of this Agreement.

16                   4. Grievances shall start at Step 1, except that grievances related to discipline  
17 issued by the Division Director will begin at Step 2; grievances related to discipline issued by the  
18 Department's Deputy Director shall begin with the Department Director at Step 2, and grievances  
19 related to discipline issued by the Department Director shall begin at Step 3.

20                   5. Letters of corrective counseling are not discipline and may not be grieved  
21 under any just cause provision in this Agreement.

22           **B. Exclusive Representation:** The Guild will not be required to press employee  
23 grievances if in the Guild's opinion, such lack merit. With respect to the processing, disposition  
24 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Guild  
25 will be the exclusive representative of the employee. However, if employees also have access to the  
26 Personnel Board for adjudicating grievances, the selection by the employee of one procedure will  
27 preclude access to the other procedure; selection is to be made no later than at the conclusion of Step  
28 2 of this grievance procedure. Copies of all written reprimands, suspensions, disciplinary demotions

1 or discharges shall concurrently be forwarded to the Guild. Though employees will have no  
2 independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint  
3 may be presented first to their supervisor. If the issue is not resolved, the Guild may refer it to Step  
4 1.

5 **C. Grievance Form:** A grievance form is a mutually agreed document between the  
6 parties that when filed will include, but is not limited to, the following information: date the  
7 grievance was filed by the Guild, date the grievance is received by the supervisor/designee, nature of  
8 the grievance, when the event occurred, who is affected, identification of the provisions of the  
9 Agreement that apply, and the remedy sought.

10 **Section 12.3 Grievance Steps:**

11 **A. Step 1: *Juvenile Division:***

12 1. The Division Director/designee will have thirty (30) calendar days from  
13 receipt of the timely written request for a Step 1 meeting in which to meet with the employee and the  
14 Guild representative and provide a written response to the Guild. A Step 1 grievance will  
15 automatically be waived to Step 2 if it addresses an issue that is above the Division Director's level  
16 of authority.

17 2. If the Guild does not advance the grievance to Step 2 within thirty (30)  
18 calendar days after receiving the Division's written decision, the grievance will be precluded from  
19 further advancement.

20 **B. Step 2: *Department:***

21 1. The Department Director or designee will have thirty (30) calendar days  
22 from the receipt of the timely written request for a Step 2 meeting in which to meet with the  
23 employee and Guild representative and provide a written response to the Guild.

24 2. If the Guild does not advance the grievance to Step 3 within thirty (30)  
25 calendar days after receiving the Department's written decision, the grievance will be precluded from  
26 further advancement.

27 **C. Step 3: *Office of Labor Relations (OLR):***

28 1. The Labor Relations Negotiator will have thirty (30) calendar days from the

1 receipt of the timely written request for a Step 3 meeting in which to meet with the employee and  
2 Guild representative and provide a written response to the Guild.

3                   2. If the Guild does not advance the grievance to Step 4 within thirty (30)  
4 calendar days after receiving OLR's written decision, the grievance will be precluded from further  
5 advancement. A request to advance the grievance to Step 4 must be submitted in writing to the  
6 Office of Labor Relations.

7                   **Section 12.4 Step 4 Arbitration:**

8                   A. In the event that arbitration is timely requested, the parties will discuss selection of a  
9 mutually agreed-to arbitrator. If they are unable to select an arbitrator, they will request from the Public  
10 Employment Relations Commission (PERC), or other agreed-upon service, a list of seven (7)  
11 arbitrators. The first opportunity to strike from the list shall be determined by a flip of the coin.

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

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

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

23                   E. The arbitration hearing will be conducted under the rules and regulations set forth  
24 by PERC.

25                   **Section 12.5 Timelines and Forfeiture:** Timelines may be extended by mutual written  
26 agreement or as otherwise agreed to by the parties. Should the County fail to meet the timelines as  
27 noted in Step 1 or Step 2, without an agreed extension, the grievance will automatically proceed to  
28 the next step in the grievance process. Should the Guild fail to meet the timelines as noted, without

1 an agreed extension, the grievance will be considered withdrawn.

2 **Section 12.6 Alternative Dispute Resolutions:**

3 **A. Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing an  
4 unfair labor practice (ULP) charge with the PERC, the complaining party will notify the other party,  
5 in writing and the parties will discuss whether a meeting might potentially resolve the matter, unless  
6 the deadline for filing with the PERC would otherwise pass or the complaining party is seeking a  
7 temporary restraining order (TRO) as relief for the alleged ULP. The complaining party seeking a  
8 TRO will give the other party at least 24 hours' notice and promptly serve a copy of all written  
9 material on the other party prior to the TRO hearing.

10 **B. Mediation:** Either party may request mediation following a Step 3 response that  
11 does not resolve the grievance. If both parties agree to mediate, an impartial mediator will be  
12 selected by mutual agreement. In the event that the grievance is not resolved, the Guild will have  
13 thirty (30) calendar days from the close of the mediation session in which to submit a written request  
14 for arbitration to the Office of Labor Relations.

1 **ARTICLE 13: 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, age, sex,  
4 sexual orientation, gender, gender identity, marital status, religion, national origin, ancestry, political  
5 affiliation, honorably discharged veteran status, or the presence of any sensory, mental or physical  
6 disability. The parties agree that the County may need to accommodate an employee’s disabilities, in  
7 accordance with the Americans with Disabilities Act (ADA) or RCW 49.60, and that such an  
8 accommodation shall take precedence over any conflicting provisions of this Agreement.

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1 **ARTICLE 14: WORK SCHEDULE ASSIGNMENT AND BIDDING**

2           **Section 14.1 Assignment of Work Schedules:** The establishment of reasonable work  
3 schedules and starting times is vested solely within the purview of Department management and may  
4 be changed as required to fill essential vacant posts that are not able to be filled through the open bid  
5 process. In such cases, the changes will be made by seniority, and a two (2) week notice of change  
6 will be given (unless the employee voluntarily waives the notice period), except in those  
7 circumstances over which the Department cannot exercise control. The required two (2) week  
8 notification period shall not commence until the employee has received the written notification  
9 (includes email) of the proposed change (or the employee voluntarily waives the notice period). All  
10 such schedule changes (either with a notice period or with the employee waiving the notice period)  
11 shall be accompanied with the Guild receiving notice of such change.

12           **Section 14.2 Shift and Furlough Bids:** The County will, in its sole discretion, determine  
13 which shift, furlough, and work location (posts) assignments must be filled at any given time in order  
14 to maintain operations. Employees may bid for assignments as follows:

15           **A. Annual bidding:** Assignments shall be made on an annual basis during the last  
16 quarter of each calendar year for the period of twelve (12) months, beginning on the second full pay  
17 period of the following calendar year. Employees shall submit annual bids via the “live bid” process  
18 established by the Department. Shift, furlough, and post assignments shall be made based on  
19 seniority in classification, provided that the employee has no restrictions that both cannot be  
20 accommodated and prevent their ability to work an assignment.

21           **B. Open Bidding:** After the annual bidding process employees may submit requests  
22 at any time for temporary or permanent shift and furlough vacancies that may occur in the future.  
23 Once bids are on file they remain on file until the next Annual bid, unless canceled by the employee.  
24 Should the Division determine that a vacant shift and furlough must be filled prior to the next annual  
25 bid, it will first attempt to fill the vacancy based on the open bid documentation and seniority,  
26 provided that:

- 27                           1. The assignment change does not create an additional overtime burden.
- 28                           2. The employee has no restrictions that both cannot be accommodated and

1 prevent their ability to work an assignment.

2 3. Employees moved during the open bid process must also accept the post  
3 assignment for the vacancy.

4 4. Employees accepting a temporary assignment to cover the extended  
5 absence or reassignment of another employee must return to their previously  
6 bid position upon the return of the absent or reassigned employee.

7 **C. Eligibility:** Employees serving a probationary period due to being reinstated  
8 within two (2) years after a medical termination or layoff may participate in the bid system.  
9 Employees on probationary status or written performance improvement plans may not participate in  
10 the bid system.

11 **D.** All prior written agreements or practices regarding shift assignment and bidding  
12 shall not be effective following the full and final ratification of this agreement.

13 **Section 14.3 Return to Previously Held Positions:** Consistent with King County Personnel  
14 Guidelines, regular employees promoted within the Department who do not complete their  
15 probationary period shall have a right to return to the job slot previously held within the bargaining  
16 unit, if still vacant, or to a vacant position within the same bargaining unit in the same classification  
17 within full seniority rights (less an adjustment for time spent in the other classification). If no  
18 vacancy exists, the employee shall have recall rights as outlined in Article 11, Section 11.5, but shall  
19 not be considered laid off. This right shall not apply to employees facing a disciplinary termination.



1 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2           **Section 15.1 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 15.2 Guild's Responsibilities:** Upon notification in writing by the County to the  
11 Guild that any of its members are engaged in work stoppage, the Guild shall immediately, in writing,  
12 order such members to immediately cease engaging in such work stoppage and provide the County  
13 with a copy of such order. In addition, if requested by the County, a responsible official of the Guild  
14 shall publicly order such employees to cease engaging in such a work stoppage.

15           **Section 15.3 Disciplinary Action:** Any employee who commits any act prohibited in this  
16 Section will be subject to the following action or penalties:

17                   A. Discharge.

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

1 **ARTICLE 16: TEMPORARY EMPLOYEES**

2 **Section 16.1 Definitions:** Pursuant to Article 1, Section 1.3, temporary employees (i.e., STT  
3 and TLT) are defined in KCC, as amended, and includes the following distinctions:

4 **A. "Short-term temporary employees" (STT):** those who are employed in a temporary  
5 position which work less than one thousand forty hours in a calendar year in a work unit in which a  
6 forty-hour work week is standard.

7 **B. "Term-limited temporary employees" (TLT):** those who are employed for a period  
8 greater than six months, but no more than three years, for purposes such as special projects or  
9 backfilling an extended absence.

10 **Section 16.2** The County may hire temporary employees to work in bargaining unit positions.  
11 The starting times, work schedules and work location for all temporary employees shall be  
12 determined by the County.

13 **A.** Temporary employees shall only be used to fill vacant posts or positions and shall not  
14 displace or be prioritized over a permanent employee for purposes of bids on vacant schedules.  
15 Temporary staff will not displace a regular employee out of their work schedule bid. Temporary staff  
16 may work on call to fill any vacant slot on the schedule or partial work assignments. TLTs may be  
17 assigned to any ongoing vacant schedule not already filled by a permanent employee.

18 **B.** Temporary employees (STT and TLT) shall be compensated at the appropriate step in  
19 Addendum A of the CBA as determined by the King County Contingent Worker Manual (KCCWM),  
20 as amended. Temporary employees shall not be eligible for any premium pays, except TLTs shall be  
21 eligible for Overtime Pay as provided in Section 9.5, Field Training Officer, Shift Differential,  
22 Language Premium, and Education Incentive Pay. Temporary employees will not be eligible for  
23 tuition reimbursement.

24 **Section 16.3** No temporary employees shall accrue seniority. Among TLTs, hire dates shall  
25 be used in lieu of seniority rank if applicable.

26 **Section 16.4** Short-Term Temporary employees, shall not be eligible to receive insured  
27 benefits or paid leaves, except as provided for under KCC 3.12, as amended, and as required by state  
28 law.

**Section 16.5 Overtime:** Short-term temporary employees shall be compensated for overtime only as required by the Fair Labor Standards Act (FLSA). The FLSA work week is defined as Saturday through Friday (i.e., the first moment of Saturday to the last moment of Friday). STT employees shall not be subject to Mandatory Overtime or eligible to accrue Compensatory Time.

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1 **ARTICLE 17: GUILD LEAVES AND USE OF RESOURCES**

2           **Section 17.1 Guild Leave Of Absence:** Upon written application, and with two weeks’  
3 notice, a regular employee elected or appointed to a Guild office that requires all of their time shall be  
4 given a leave of absence without pay from work, normally not to exceed a period of five (5) years.  
5 Leave may not be approved for more than one Guild member at a time. A regular employee  
6 designated by the Guild to serve on official Guild business that requires a part of their time shall be  
7 given a leave of absence without pay from work, provided it can be done without detriment to County  
8 services and at least forty-eight (48) hours written notice is given to the Division. The employee  
9 shall not suffer a loss of bargaining unit seniority rights for any Guild Leave of Absence, and shall  
10 accumulate the same during such leave.

11           **Section 17.2 Facilities:** Department space and facilities may be used by the Guild for the  
12 purpose of holding meetings subject to the established policies governing the use of facilities.

13           **Section 17.3 Electronic Devices:** The County will permit Guild officers and stewards the  
14 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment  
15 to communicate regarding Guild business related to the County. These communications will be  
16 consistent with state law and the County’s Acceptable Use of Information Assets Policy. The  
17 communications and the use of the County’s equipment and systems must be brief in duration and  
18 accumulation and must not interfere with or impair the conduct of official County business. The  
19 parties understand and agree there is no guarantee of privacy in the communications described herein  
20 and that such communications may be subject to disclosure under the Public Records Act.

21           **Section 17.4 Bulletin Boards:** The County agrees to provide bulletin boards in areas  
22 accessible to the members for the use of Guild officers and stewards to post announcement of  
23 meetings, election of officers, and any other Guild materials. No materials of a political nature can  
24 be posted by the Guild.

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

2 King County presently participates in insured medical, dental, vision, accidental death and  
3 dismemberment, long-term disability and life insurance plans. Plan benefits are negotiated in the  
4 Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County  
5 and labor organizations, including the Guild. The Guild adopts all terms and conditions of any  
6 JLMIC Memorandum of Agreements for the term of this Agreement.

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

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1 **ARTICLE 20: WAGE RATES**

2           **Section 20.1 Pay Ranges:** Pay ranges and pay range assignments for each classification are  
3 set forth in Addendum A.

4           **Section 20.2 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 Additionally, upon successful completion of probation, the employee shall be advanced to the next  
8 step.

9           B. Annual step increases will be given after the first two (2) increases described in  
10 Section 20.2A, if the employee’s work performance and work habits are satisfactory, and until such  
11 time that the employee has reached Step 10. Employees shall commence receiving the next higher  
12 pay step within their classification on January 1st of the next calendar year, provided they have  
13 completed probation by September 30 of the previous year.

14           **Section 20.3 Wages:**

15           A. Effective January 1, 2025, a wage adjustment will be applied to all base rates of  
16 pay, consistent with the formula below. Regardless of the result calculated using this formula, the  
17 annual COLA effective on January 1, 2025, shall not be more than 4% and shall not be less than  
18 2%.

19           COLA adjustments will be 95 percent of the average growth rate of the six prior bi-monthly  
20 year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban  
21 Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June  
22 in the year prior to which the COLA will be applied. For example, the wage adjustment for  
23 January 1, 2025, shall be calculated as the average of the year-over-year percentages from the  
24 August 2023, October 2023, December 2023, February 2024, April 2024, and June 2024 values  
25 of the CPI-W.

26           A year-over-year change means the percentage change in the CPI-W for that measurement  
27 compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-  
28 year change is the percentage change in the June 2024 CPI-W compared to the June 2023 CPI-W.

          Additionally, the parties successfully reached a tentative agreement by November 1, 2024,

1 which results in an additional 1.5% incentive also effective January 1, 2025.

2 The total wage increase between the COLA adjustment terms and the tentative agreement  
3 incentive shall be a 5.5% wage increase effective January 1, 2025, for retroactive pay purposes..

4 **Section 20.4 Field Training Officer (“FTO”) Program:**

5 **A. Dedicated FTO.** Employees trained and assigned by the Department in writing to function  
6 as a Field Training Officer (or “FTO”) shall be eligible for a premium of five percent (5%) of their  
7 base hourly rate of pay for the duration of the Dedicated FTO assignment. A Dedicated FTO  
8 premium is paid on all hours in paid status for the duration of the assignment.

9 **B. FTO Program.** The Department shall determine the number of FTOs needed, the duration  
10 of FTO assignments, and whether to add, modify, or remove individual FTO assignments based on  
11 FTO performance concerns, changes in staffing levels or shift needs, extended leaves of (30) calendar  
12 days or more, or sustained disciplinary issues. FTO assignments will be voluntary in nature. Change  
13 in FTO status will be provided in writing and may be appealed to the Division Director.

14 **Section 20.5 Shift Differential:** Employees in a classification that is regularly assigned to a  
15 24/7 schedule shall receive a two percent (2%) shift premium over their base rate of pay for all  
16 straight time hours worked between the hours of 1500-0700 on their regularly scheduled shift.  
17 Employees assigned to transitional/alternative duty assignments that are not regularly assigned to a  
18 24/7 schedule shall not be eligible for this premium during the alternative assignment.

19 **Section 20.6 Education Incentive Pay:**

20 **A.** Staff in the following classifications shall be eligible for education incentive pay:

- 21 • Juvenile Detention Officers
- 22 • Orientation and Assessment Specialists
- 23 • Recreation Coordinators

24 **B.** Education Incentive Pay shall be as follows:

25 **1.** Associate’s Degree in a relevant field, or an equivalent number of credit  
26 hours based on Division Director discretion, from an accredited college or university - 1% of the base  
27 hourly wage.

28 **2.** Bachelor’s Degree in a relevant field, based on Division Director discretion,



1 from an accredited college or university - 2% of the base hourly wage.

2                   3. Master's Degree in a relevant field, based on Division Director discretion,  
3 from an accredited college or university - 3% of the base hourly wage.

4                   C. Employees may only receive one educational incentive pay, either the Associate's,  
5 Bachelor's, or Master's incentive. The incentive pay shall cease during no-pay periods.

6                   D. Employees must provide proof of relevant degree to the Department. If approved  
7 for the premium, the employee will begin receiving the educational incentive benefit prospectively  
8 beginning the first day of the pay period following providing documentation of proof of relevant  
9 degree to the Department. No retroactive payments will be made.

10                **Section 20.7 Guild Bonus:** If an employee's base 2020 annual salary is below \$100,000, the  
11 employee will receive a \$4,000 bonus, less mandatory withholdings, to the employees active at the  
12 time the CBA is implemented and who worked during 2021 (with proration for those who retired or  
13 who were medically separated that worked in 2021).

1 **ARTICLE 21: MISCELLANEOUS**

2           **Section 21.1 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 County retains the discretion to determine the number of employees that may  
7 qualify for the premium.

8           **Section 21.2 Training:** The Guild and County have a shared interest in ensuring employees  
9 have the adequate training they need to perform all functions of their job safely. The County shall  
10 pay for any certification/license (except for driver’s licenses), continuing education, or training that is  
11 required by the County for the position. This includes necessary release time that is preapproved.  
12 The County will not pay the cost of obtaining or renewing a certification/license if it is subject to  
13 premium or incentive pay. Training opportunities shall be announced to all eligible employees, as  
14 determined by the County, and all eligible employees shall have equal access to training  
15 opportunities.

16           **Section 21.3 Educational Reimbursement:** The County agrees to reimburse employees for  
17 the cost of tuition and books when courses are taken at an accredited institution, provided that such  
18 courses are related to the field of criminal justice, human services, psychology, sociology, education  
19 or child and/or adolescent development, and the employee receives a grade of “C” or better. This  
20 reimbursement is limited to employees who have successfully passed their initial probationary period  
21 at the time of requesting pre-approval. This reimbursement shall be limited to \$5,250 per calendar  
22 year, which is currently the IRS annual cap for non-taxable employer provided education. Requests  
23 for reimbursement must be submitted no later than thirty (30) calendar days after the employee’s  
24 completion of the qualifying courses.

25           **Section 21.4 Transitional Duty and Accommodations:** The County’s Transitional Duty  
26 Policy (PER 22-6-1-EP), as amended, and Reasonable Accommodation Policy (PER-22-4-3-EP), as  
27 amended, shall apply to all Guild members. The County will make reasonable efforts to find  
28 transitional duty assignments for employees with temporary medical restrictions or disabilities.

1 Transitional duty assignments shall be made available on a first-come first-served basis.

2       **Section 21.5 Probationary Period:** New, recalled, and reinstated career service employees  
3 serve a probationary period from the date of their appointment. The probationary period for new hires  
4 shall last twelve (12) months, except that employees who have previously passed probation, and are  
5 reinstated within two years after a medical termination or a layoff will serve a six (6) month probationary  
6 period. During this period, the employee is evaluated as a part of the final selection process; appointment  
7 to a career service position is not considered final unless the employee successfully completes a  
8 probationary period. Career service employees who are promoted, transferred, or demoted serve a six (6)  
9 month probationary period from the date of their change in status, consistent with County personnel  
10 guidelines. Employees in a probationary status are not “regular employees” for purposes of the just cause  
11 provisions in Article 4 of this Agreement.

12       **Section 21.6 Tardiness:** The Division’s policy regarding allowable and disciplinable  
13 amounts of tardiness in a year shall utilize a calendar year twelve (12) month period.

14       **Section 21.7 Uniforms:** The Department has the right to modify any or all of the uniforms  
15 worn by its employees. The County will provide Juvenile Detention Officers and the Recreation  
16 Coordinator with an annual uniform voucher in the amount of \$350 to purchase uniform items  
17 approved by the Department, except that new (not reinstated) Juvenile Detention Officers will be  
18 eligible for \$450 for the first annual voucher only.. New hires required to purchase clothing for the  
19 Academy will do so at the expense of the County, separate from the annual uniform voucher.

20       **Section 21.8 Code of Conduct and Department Policies:** Employees shall comply with the  
21 Department’s General Policy Manual Employee Code of Conduct and all Department Policies. Any  
22 prior Agreement providing an exception to a Department Policy shall not be effective after the full  
23 and final ratification of this agreement.

24       **Section 21.9 Food Stipend/Voucher Transport Assignment:** Employees shall receive up to  
25 a \$12.50 food stipend or voucher when required to work transport assignments exceeding two (2)  
26 hours which occur during their regularly scheduled meal period.

27       **Section 21.10 Break Areas and Provisions:** The County shall ensure that there will be  
28 adequate refrigeration space, break room space, and facilities to reheat food. The County agrees to

1 provide adequate facilities for the disposal of garbage and recyclables near the break area. The  
2 County will continue to make food and beverage vending machines available and shall make  
3 reasonable efforts to keep them stocked. The County agrees to make reasonable efforts to maintain  
4 appliances and vending machines in working order.

5 **Section 21.11 Severe Inclement Weather or Unanticipated Events:** Essential employees  
6 who are required to work extended hours during severe inclement weather or other unanticipated  
7 events may be provided meals or lodging as available, with prior approval by the Department  
8 Director, and in accordance with King County Code.

9 **Section 21.12. Background Checks for Access to Criminal Justice Databases:** The  
10 Department is an authorized participant in the ACCESS/WACIC system run by the Washington State  
11 Patrol and is required to conform to all established policies and procedures established by the  
12 Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall  
13 conduct a background re-investigation every five years for all employees who use or work on the  
14 connection to these systems.

1 **ARTICLE 22: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all  
3 formal requisite means by the Metropolitan King County Council and the King County Executive and  
4 shall be in effect January 1, 2025 through December 31, 2025. All sections of this Agreement shall  
5 take effect prospectively, unless specifically indicated herein.

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7 APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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By: \_\_\_\_\_

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King County Executive

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King County Juvenile Detention Guild:

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Jason Smith  
President  
King County Juvenile Detention Guild

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**APPENDIX A**  
**BILL OF RIGHTS**

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4       **1.1** Employee Rights. It is agreed that the County has the right to discipline, suspend, demote  
5 or discharge any employees for just cause.

6       **2.1** Bill of Rights

7               **2.1** Every employee who becomes the subject of an internal investigation shall be  
8 advised in writing at the time of the interview that they are suspected of:

9                   **(a)** Committing a criminal offense (inclusive of a Garrity warning); or

10                  **(b)** Misconduct that would be grounds for termination, suspension, or other  
11 disciplinary action; or

12                  **(c)** Not being qualified for continued employment with the Department.

13       **2.2** Any employee who becomes the subject of a criminal investigation shall have all rights  
14 accorded by the State and Federal constitutions and Washington law.

15       **2.3** The employee under investigation must, at the time of an interview, be informed of the  
16 name of the person in charge of the investigation and the name of the person who will be conducting  
17 the interview.

18       **2.4** Investigations that can reasonably be anticipated to involve an economic sanction shall be  
19 handled through the procedures of the Internal Investigations Unit. Forty-eight (48) hours before any  
20 interview commences, the employee who is the subject of the investigation shall be informed, in  
21 writing, of the nature of the investigation, including the information necessary to reasonably apprise  
22 the employee of the specific allegations of such complaints. Absent emergency circumstances,  
23 employees considered as witnesses shall be provided notice of intent to interview in advance of any  
24 interview with sufficient time to consult with Guild representation.

25       **2.5** The interview of an employee shall be at a reasonable hour, preferably when the  
26 employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical,  
27 interviews shall be scheduled during the normal workday of the County.

28       **2.6** At the cost of the requesting party and in accordance with Washington State Law, RCW

1 9.73, the employee or County may request that an investigative interview be recorded, either  
2 mechanically or by a stenographer. There can be no “off-the-record” questions. Upon request, the  
3 employee under an investigation shall be provided an exact copy of any written statement the  
4 employee has signed or, at the employee’s expense, a verbatim transcript of the interview.

5 **2.7** Interviewing shall be completed within a reasonable time and shall be done under  
6 circumstances devoid of intimidation or coercion. The employee shall be afforded an opportunity  
7 and facilities to contact and consult with his or her Guild representative before being interviewed, and  
8 to be represented by the Guild representative to the extent permitted by law. The employee shall be  
9 entitled to such reasonable intermissions as the employee shall request for personal necessities,  
10 meals, telephone calls, consultation with his or her representative, and rest periods.

11 **2.8** The employee shall not be subjected to any profane language nor threatened with  
12 dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said  
13 employee, nor shall the employee be subjected to intimidation in any manner during the process of  
14 interrogation. No promises or rewards shall be made to the said employee as an inducement to  
15 answer questions. No employee will be publicly humiliated during the administrative leave process.

16 **2.9** Investigations shall be concluded within a reasonable period of time. Within a reasonable  
17 period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-  
18 disciplinary hearing, the employee shall be advised of the results of the investigation and the  
19 recommended disposition (which may be a range of possible dispositions) and shall be provided a  
20 copy of the investigatory file.

21 **2.10** All interviews shall be limited in scope to activities, circumstances, events, conduct or  
22 actions which pertain to the incident which is the subject of the investigation. Nothing in this section  
23 shall prohibit the County from questioning the employee about information which is developed  
24 during the course of the interview.

25 **2.11** Should any section, subsection, paragraph, sentence, clause or phrase in this Article be  
26 declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the  
27 remaining portions of this Article.

28 **2.12** The Guild recognizes the Department’s effort to improve procedures involving

1 complaints against its members. In an effort to ensure that these procedures are accomplishing their  
2 goals, there will be an annual review of the procedures in a meeting between the Guild and the  
3 Department's Administration.

4 **2.13** The County agrees that it will not request or require any Guild member to submit to a  
5 polygraph examination during an internal investigation.

6 **2.14** Fitness for Duty: The County retains the right to require employees to submit to  
7 medical or psychological examinations when the County has significant evidence that could cause a  
8 reasonable person to inquire as to whether an employee is still capable of performing the essential  
9 functions of their job. Specifically, the County must have a genuine reason to doubt whether an  
10 employee can perform job-related essential functions. Investigations into an employee's fitness for  
11 duty shall be conducted in the following manner:

12 **A)** Any relevant medical history of the employee, which the examining professional  
13 conducting a physical or psychological evaluation requests, shall be released by the employee only to  
14 the examining professional.

15 **B)** The examining professional shall issue a written report to the County, as the client,  
16 provided however, that such report shall indicate only whether the employee is fit or unfit for duty  
17 and, in the event an employee is unfit, the expected prognosis and recovery period, as well as any  
18 accommodations which could be made to allow an employee to return to duty.

19 **C)** If the employee believes that the conclusions of the examining professional are in  
20 error, they may obtain an additional examination at their own expense, within thirty (30) calendar  
21 days.

22 **D)** The County will make reasonable efforts to have the County's examining  
23 professional make themselves available to answer appropriate questions by the examining  
24 professional who conducts the independent examination.

25 **E)** The County shall release documents obtained during the fitness for duty exam, and  
26 other supporting documents upon employee request.



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2 **ADDENDUM B**

3 **DETENTION SUPERVISOR STAFFING SUPPORT**

4 The Department may assign on-duty Detention Supervisors who are trained in, certified in,  
5 and charged with the custody and control of detainees to any post or task required to safely and  
6 effectively supervise the youth population and/or relieve JDOs for breaks when the following  
7 conditions are met: (1) Where the work would normally be performed by a JDO and is necessary for  
8 safety and security of youth and the Department has exhausted all good faith efforts to fill the work  
9 with available JDO's. (2) The work to be performed consists of breaking JDO's or  
10 escorting/supervising detainees. (3) The work is necessary to perform and cannot wait for JDO  
11 availability, or it would not be reasonable to wait for JDO availability. (4) The Department shall  
12 document in RMS notes when a Detention Supervisor provides breaks to JDOs or other significant  
13 JDO duties in lieu of a JDO, as well as the reason for the occurrence, which can be reviewed and  
14 discussed with the Guild upon request.

15 The Department acknowledges that JDO work should be filled with regular JDO staff and the  
16 above is not intended to replace the need to staff appropriately. Additionally, the Department will  
17 continue to make every effort to fill vacancies in JDO positions.

18 No JDO jobs will be eliminated as a result of JDO Supervisors relieving JDOs for breaks or  
19 intermittently escorting/supervising detainees.