



## King County

### Law, Justice, Health and Human Services Committee

#### STAFF REPORT

<b>Agenda Item:</b>	5	<b>Name:</b>	Nick Wagner
<b>Proposed No.:</b>	2012-0259	<b>Date:</b>	31 July 2012
<b>Invited:</b>	Rob Sprague, Labor Negotiator, Office of Labor Relations, King County Executive Office Ethan Fineout, Staff Representative, Washington State Council of County and City Employees, Council 2, Local 2084-S		

#### SUMMARY

Proposed Ordinance 2012-0259 (pp. 333-34 of these materials<sup>1</sup>) would approve a collective bargaining agreement (CBA) between King County and the Washington State Council of County and City Employees, Council 2, Local 2084-S. The CBA (pp. 335-69) covers 13 employees in the Department of Adult and Juvenile Detention (DAJD).

#### **1. Term of the CBA**

The CBA covers the three-year period from 1 January 2012 through 31 December 2014. (CBA Article 21, p. 365)

#### **2. The Bargaining Unit**

As described in the transmittal letter (pp. 375-76), the members of the bargaining unit are responsible for day-to-day supervision of employees who perform all aspects of administration and maintenance of King County's Juvenile Detention Facility and programs, including:

- Core detention functions
- Youth training
- Community placement
- Chemical dependency services
- Recreation
- Food services,
- Administrative and fiscal services, and
- Administration of the Alternative to Secure Detention programs.

The three job classifications that are included in the bargaining unit are listed in CBA Addendum A (p. 367). They are:

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<sup>1</sup> All page number references are to the meeting materials.

- Corrections Supervisor,
- Small Facility Food Services Supervisor, and
- Project/Program Manager III

## **NEW CONTRACT PROVISIONS**

The proposed CBA is a three-year rollover, or continuation, of the previous CBA, except for the following changes:

### **1. COLAs**

Section 3 of Article 20 of the CBA (pp. 363-64) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees for the years in question:

<b>Year</b>	<b>COLA Formula</b>	<b>COLA</b>
<b>2012</b>	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>2</sup> with 0% floor and no ceiling	1.63%
<b>2013</b>	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.75%
<b>2014</b>	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.04%

### **2. COLA reopener**

Section 4 of Article 20 of the CBA (pp. 364) provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county's represented employees have agreed to.

### **3. No changes in pay ranges**

The CBA includes no changes in the pay ranges for the classifications covered by the previous CBA, which are listed in Addendum A (p. 367).

### **4. Promotion**

Section 6 of Article 5 of the CBA (p. 340-41) provides that a bargaining unit member who has been transferred or promoted to a position exempt from Career Service will be

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<sup>2</sup> More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

allowed to return to his or her previous classification within a year if either management or the employee determines that the employee is better suited to the previous classification.

## **FISCAL IMPACT**

The fiscal impact of the COLAs is detailed in the Fiscal Note (p. 377) and is summarized in the table below.

	<b>2012</b>	<b>2013</b>	<b>2014</b>
Increase over previous year	\$16,861	\$28,910	\$22,036
Cumulative increase over 2011	\$16,861	\$45,771	\$67,807

## **CONSISTENCY WITH LABOR POLICIES**

The proposed CBA is consistent with the County's adopted labor policies.

## **LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 376 of these materials)

## **ATTACHMENTS**

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# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

July 18, 2012

### Ordinance

**Proposed No.** 2012-0259.1

**Sponsors**

1                   AN ORDINANCE approving and adopting the collective  
2                   bargaining agreement negotiated by and between King  
3                   County and Washington State Council of County and City  
4                   Employees, Council 2, Local 2084-S (Juvenile Detention  
5                   Division Supervisors) representing employees in the  
6                   department of adult and juvenile detention and establishing  
7                   the effective date of said agreement.

8                   BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9                   SECTION 1. The collective bargaining agreement negotiated by and between  
10                  King County and Washington State Council of County and City Employees, Council 2,  
11                  Local 2084-S (Juvenile Detention Division Supervisors) representing employees in the  
12                  department of adult and juvenile detention and attached hereto is hereby approved and  
13                  adopted by this reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15    January 1, 2012, through and including December 31, 2014.

16

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

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

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Dow Constantine, County Executive

**Attachments:** A. Agreement Between King County and Washington State Council of County and City Employees Council 2, Local 2084-S Juvenile Detention Division Supervisors, B. Addendum A 2012 Wage Addendum Washington State Council of County and City Employees, Council 2, Local 2084-S DAJD (Juvenile Detention Supervisors), C. Addendum B Longevity Washington State Council of County and City Employees, Council 2, Local 2084-S DAJD (Juvenile Detention Supervisors)

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

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ADDENDUM B: LONGEVITY		

1                                    **AGREEMENT BETWEEN**  
2                                    **KING COUNTY**  
3                                    **AND**  
4                                    **WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
5                                    **COUNCIL 2, LOCAL 2084-S**  
6                                    **JUVENILE DETENTION DIVISION**  
7                                    **SUPERVISORS**  
8

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

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

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

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

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

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

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



performance of the work and the accomplishment of the public purpose of  
DAJD and the Juvenile Detention Division.

- Perform other duties as contained in this Agreement

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

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

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

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

## **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

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

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

15       **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

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

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

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

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

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

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

#### 25 **ARTICLE 5: EMPLOYEE RIGHTS**

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

1           **Section 2. Disciplinary Action:**

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

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

7           **Section 3. Personnel Files:**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 12. Reclassified Positions:**

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

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

**ARTICLE 6: HOLIDAYS**

**Section 1.**

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

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

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

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

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

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

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

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

15           **Section 4. Holiday Compensation:**

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

23           B. Part-time employees who are eligible for holiday pay and are assigned to work on  
24 a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours  
25 worked. In addition to the holiday compensation for actual hours worked, the employees shall  
26 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay  
27 shall be pro-rated based on the employee's regularly scheduled working hours. Employees will not  
28 be compensated for holidays falling on days which they are not regularly scheduled to work.

**ARTICLE 7: VACATIONS**

**Section 1.**

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

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



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

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

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

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

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

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

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

18       **Section 6.**

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

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

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

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

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

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

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

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

## 26 **ARTICLE 8: SICK LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

10           C. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

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

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

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

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

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

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

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

12 **ARTICLE 9: GENERAL LEAVES**

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

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

21 **Section 3. Bereavement Leave:**

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

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

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

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

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

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

10           **Section 5. Jury Duty:**

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

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

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

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

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

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

3       **Section 3.**

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

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

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

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

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

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



1 worksite.

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

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

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

9       **Section 2. Alternate Assignments:**

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

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

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

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

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

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

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

1 appointing authority.

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

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

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

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

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

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

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

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

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

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

23 2. There are no available Supervisors.

24 **ARTICLE 12: REDUCTION IN FORCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 11 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

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

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

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

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

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

6           **Section 3. Grievance Steps:**

7           **A. Step 1:**

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

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

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

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

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

26           **B. Step 2:**

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

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

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

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

15                   **C. Step 3:**

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

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

24                   **Section 4. Arbitration:**

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 14: NON-DISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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



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

5 **Section 3. Bid Process:**

6 1. Regular employees must indicate:

7 a. Their preferred shift and days off.

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

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

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

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

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

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

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

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

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

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

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

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

20                   A. Discharge.

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

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

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

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

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

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

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

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

9       **ARTICLE 19: SAVINGS CLAUSE**

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

16       **ARTICLE 20: WAGE RATES**

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

18       **Section 2. Step Increases:**

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

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

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

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

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

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


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

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

1 **ARTICLE 21: DURATION**

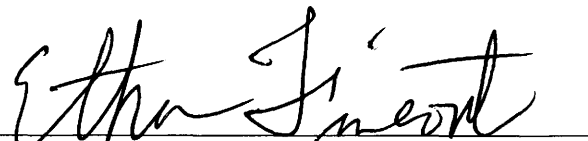
2 This Agreement shall become effective upon full and final ratification and approval by all  
3 formal requisite means by the Metropolitan King County Council and the King County Executive and  
4 shall be in effect January 1, 2012 through December 31, 2014.

5  
6 APPROVED this 11 day of JULY, 2012.

7  
8  
9  
10 By: 

11 King County Executive

12  
13  
14  
15  
16 UNION:

17   
18  
19 Ethan Fineout  
20 Staff Representative  
21 Washington State Council of County and City  
22 Employees, Council 2, Local 2084-S  
23  
24  
25  
26  
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28

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# ADDENDUM A

## 2012 Wage Addendum

Washington State Council of County and City Employees, Council 2, Local 2084-S  
DAJD (Juvenile Detention Supervisors)

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Corrections Supervisor	Range 57 Step 1	Range 57 Step 2	Range 57 Step 3	Range 57 Step 4	Range 57 Step 5	Range 57 Step 6	Range 57 Step 7	Range 57 Step 8	Range 57 Step 9	Range 57 Step 10
Small Facility Food Services Supervisor	Range 57 Step 1	Range 57 Step 2	Range 57 Step 3	Range 57 Step 4	Range 57 Step 5	Range 57 Step 6	Range 57 Step 7	Range 57 Step 8	Range 57 Step 9	Range 57 Step 10
Project/Program Manager III	Range 63 Step 1	Range 63 Step 2	Range 63 Step 3	Range 63 Step 4	Range 63 Step 5	Range 63 Step 6	Range 63 Step 7	Range 63 Step 8	Range 63 Step 9	Range 63 Step 10
Squared Table, Range 57, 2012	\$29.9945	\$31.4492	\$32.2040	\$32.9769	\$33.7683	\$34.5787	\$35.4086	\$36.2584	\$37.1286	\$38.0197
Squared Table, Range 63, 2012	\$34.5813	\$36.2585	\$37.1287	\$38.0198	\$38.9323	\$39.8667	\$40.8235	\$41.8033	\$42.8066	\$43.8340

Classification Title	Job Class Code	PeopleSoft Job Code
Corrections Supervisor	5213300	522201
Small Facility Food Services Supervisor	9501100	951501
Project/Program Manager III	2441300	243320

Refer to the King County Squared Table for rates.

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cba Code: 276

Union Code: N3

**ATTACHMENT C**

**ADDENDUM B  
LONGEVITY**

**Washington State Council of County and City Employees, Council 2, Local 2084-S  
DAJD (Juvenile Detention Supervisors)**

After 10 years of service as a Supervisor .54/hr	After 15 years of service as a Supervisor .81/hr	After 20 years of service as a Supervisor 1.08/hr
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Years of service is measured by an employee's adjusted service date based on date of hire as a Supervisor.

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King County

## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Washington State Council of County and City Employees, Council 2, Local 2084-S (Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors))</b>
<b>Labor Negotiator</b>
<b>Rob Sprague</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Provides cost-of-living adjustment (COLA) calculations for 2012, 2013, and 2014 based on the local consumer price index, consistent with the agreement with other County Unions.
2. Provides for a reopener for COLA should certain economic indicators be triggered.
3.
4.
5.
6.

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**TERM OF CONTRACT:** January 1, 2012, through December 31, 2014

**DESCRIPTION OF WORK  
PERFORMED BY BARGAINING  
UNIT MEMBERS:**

Employees in this bargaining unit are supervisors who are responsible for the supervision of Juvenile Detention Officers and other employees who provide security and other services in the King County Juvenile Detention Facility (Youth Service Center) in Seattle.

**NEGOTIATOR:** Rob Sprague

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	The agreement provides for layoff and bumping rights by classification seniority, with recall rights for two years after layoff.
➤ <b>INTEREST-BASED BARGAINING:</b>	The agreement is a result of interest-based bargaining.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The agreement contains a specific non-discrimination provision.
➤ <b>CONTRACTING OUT OF WORK:</b>	The agreement prohibits contracting out of work that would result in layoff of regular employees unless such contracting is required by law.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The agreement provides for a specific labor/management committee process for monthly meetings unless another schedule is mutually agreed to.
➤ <b>MEDIATION:</b>	The agreement provides for mediation of issues submitted to arbitration if mutually agreed by the parties.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The agreement provides that medical benefits will be provided as determined by the Joint Labor Management Insurance Committee.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The agreement was reached prior to expiration of the previous collective bargaining agreement.

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b><i>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</i></b>	The agreement provides for part-time and temporary employees and is consistent with County policy.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b><i>BIWEEKLY PAY:</i></b>	The agreement provides for the implementation of biweekly pay and the effects have been successfully bargained.
➤ <b><i>INTEREST ARBITRATION ELIGIBLE:</i></b>	The bargaining unit is not interest arbitration eligible.
➤ <b><i>NO STRIKE PROVISION:</i></b>	The agreement contains a specific provision that prohibits work stoppages, including but not limited to strikes.
➤ <b><i>ADDITIONAL LEAVE PROVISIONS:</i></b>	Leave provisions in this agreement are consistent with County policy.
➤ <b><i>HOURS OF WORK:</i></b>	The standard workweek is either a 4-day, 9 hour work week or a two week period consisting of a 5-day, 8 hour work week followed by a 4-day, 8 hour work week.
➤ <b><i>PERFORMANCE EVALUATIONS:</i></b>	The agreement provides for management's right to implement a performance evaluation system.

July 9, 2012

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to continue to provide appropriate care and custody for youth who are detained in the Juvenile Detention Facility and for the continued operation of the Alternative to Secure Detention programs available to youth. This helps ensure appropriate juvenile justice access for all and simultaneously maintains public safety both in the community and in the Juvenile Detention Facility.

The enclosed ordinance, if approved, will ratify the Washington State Council of County and City Employees, Council 2, Local 2084-S (Juvenile Detention Division Supervisors) collective bargaining agreement for the period of January 1, 2012, through December 31, 2014. This agreement covers 13 employees in the Department of Adult and Juvenile Detention. These employees are responsible for the day to day supervision of the employees performing all aspects of administration and maintenance of King County's Juvenile Detention Facility and programs. These employees are providing day to day supervision over youth training, community placement, chemical dependency services, recreation, food services, and administrative and fiscal services for the Juvenile Detention Division as well as providing for the administration of the Alternative to Secure Detention programs for appropriate youth.

The majority of the language in the collective bargaining agreement mirrors that of the previous agreement. The cost-of-living agreement (COLA) for 2012, 2013, and 2014 follows the standard County settlement agreed to with other labor organizations. This agreement was also predicated on the bargaining unit forgoing the previously agreed to and established COLA for 2011, the last year of the previous collective bargaining agreement. Additionally, the parties agree to reopen negotiations for COLA when significant shifts in economic and fiscal conditions occur during the term of this agreement.

This agreement contains significant improvements in efficiency, accountability, and productivity for the County by adding language regarding the ability to reopen negotiations, if necessary, for COLA based on specific negative economic factors.

This agreement furthers the goals of the County's Strategic Plan utilizing the corresponding guiding principles. More specifically, this agreement provides necessary support for safe communities and accessible justice systems for all. The care, custody, and support for youth who find themselves involved with the juvenile justice system is instrumental in maintaining a fair and accessible justice system and ensuring safety to the public as well as providing the most appropriate opportunity for youth to develop into productive members of our community. This agreement also helps to maintain a quality workforce by providing fair wages, benefits, and developing and retaining quality employees. It also promotes financial stewardship by establishing a wage reopener based on economic conditions.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help King County residents to continue to have access to a juvenile justice system that operates in an efficient, appropriate, and safe manner and provides safety and security to both individuals in the juvenile justice system and the general public as a whole.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Patrick Hamacher, Senior Principal Legislative Analyst

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations





## FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	Washington State Council of County and City Employees, Council 2, Local 2084-S (Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors))		
<b>Effective Date:</b>	1/1/2012-12/31/2014		
<b>Affected Agency and/or Agencies:</b>	Department of Adult and Juvenile Detention		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004	
<b>Department Sign Off:</b>	Pat Presson, Finance Manager, DAJD	<b>Phone:</b> 296-3410	
<b>Note Reviewed by:</b>	<b>Supplemental Required?</b>	JoAnne Fox, Budget Analyst	<b>Phone:</b> 263-9696
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>		

### EXPENDITURES FROM:

Fund Title	Fund Code	Department	2012*	2013	2014
CX	10	DAJD	\$ 16,861	\$ 28,910	\$ 22,036
<b>TOTAL: Increase FM previous year</b>			<b>\$ 16,861</b>	<b>\$ 28,910</b>	<b>\$ 22,036</b>
<b>TOTAL: Cumulative</b>			<b>\$ 16,861</b>	<b>\$ 45,771</b>	<b>\$ 67,807</b>

### EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2010 Base	2012*	2013	2014
Salaries		DAJD	\$ 747,361	\$ 12,182	\$ 20,887	\$ 15,921
OT			\$ 152,290	\$ 2,482	\$ 4,256	\$ 3,244
PERS & FICA			\$ 134,768	\$ 2,197	\$ 3,767	\$ 2,871
<b>TOTAL</b>			<b>\$ 1,034,419</b>			
<b>TOTAL: Increase FM previous year</b>				<b>\$ 16,861</b>	<b>\$ 28,910</b>	<b>\$ 22,036</b>
<b>TOTAL: Cumulative</b>				<b>\$ 16,861</b>	<b>\$ 45,771</b>	<b>\$ 67,807</b>

### ASSUMPTIONS:

<u>Assumptions used in estimating expenditure include:</u>	
1. Contract Period(s):	Three year contract from 1/1/2012 to 12/31/2014.
2. Wage Adjustments & Effective Dates:	
COLA:	90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (Assumed 2.75%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 2.04%)
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	Payroll taxes assumed to be 14.98%.
Overtime:	Projected using 2010 totals.
4. Other Cost Factors:	
	* This bargaining unit is receiving the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011.