

Master Labor Agreement (MLA) - Appendix 58
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 2084-S
Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors)
[276]

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

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

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE

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

Section 2. Labor-Management Committee:

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

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

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

performance of the work and the accomplishment of the public purpose of DAJD and the Juvenile 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. King County intends to implement a new performance evaluation system during the life of
5 this Agreement and will bargain any effects of that new system to the extent required by law.

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

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

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

23 **ARTICLE 5: EMPLOYEE RIGHTS**

24 **Section 1. Discipline and Sunset Clause:** Pursuant to Master Labor Agreement, Article 27.

25 **Section 2. Personnel Files:**

26 A. The employee and/or a Union representative may examine the employee's
27 personnel files if the employee so authorizes in writing. Material placed into the employee's files
28 relating to job performance or personal character shall be brought to his or her attention prior to

1 placement in the file. The employee may challenge the propriety of including it in the files. If, after
2 discussion, the County retains the material in the file, the employee shall have the right to insert
3 contrary documentation into the file, or request the removal of a document that is in the file.

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

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

14 **Section 4. Right to Representation:** Employees shall have the right to representation as
15 defined by law and the terms of this Agreement.

16 **Section 5. Promotion:** An employee who accepts a transfer or promotion to a position
17 exempt from Career Service within the Juvenile Division shall be allowed to re-enter career service at
18 a position in his/her previous classification within a year of taking the transfer or promotion if either
19 management or the employee decide that the employee is better suited to their previous classification.
20 The Department cannot guarantee that the employee who could be bumped as a result of the
21 reversion of the Career Service exempt position will maintain employment in the classification of
22 Juvenile Detention Supervisor due to the potential of no eligible vacancies. However, the
23 Department would follow its existing processes to try and place the employee in an appropriate
24 vacant position within Juvenile Division or the Department.

25 **Section 6. Training:** The parties share a mutual interest in the training and career
26 development of DAJD supervisors. Providing opportunities for supervisors to attend both mandatory
27 and non-mandatory trainings – including but not limited to administrative training, leadership
28 training, law enforcement related training, and conferences that deal specifically with juvenile

1 corrections issues, on a regular basis – is in the best interest of both employer and employee. To that
2 end, DAJD will continue in its efforts to schedule training for its supervisors, and will develop a
3 policy and procedure whereby employees of this bargaining unit may request paid release time to
4 attend trainings and/or conferences that would enhance the development of their DAJD careers and/or
5 enhance their skills as DAJD Juvenile Supervisors. This DAJD policy/procedure will be discussed
6 with the Union in a Labor/Management meeting.

7 **Section 7. Reimbursement for Personal Transportation:** Pursuant to Master Labor
8 Agreement, Article 24.

9 **Section 8. Personal Property:** Employees whose personal property is damaged during the
10 performance of their duties shall have same repaired or replaced at County expense; provided, that
11 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
12 necessary to process claims covered under this Section will be initiated by the Division within one
13 pay period upon receipt of the claim from the employee.

14 **Section 9. Contracting Out:** Pursuant to Master Labor Agreement, Article 16.

15 **Section 10. Safety Standards:** No employee shall be directed to work in a manner or
16 condition that does not comply with the minimum accepted safety practices or standards, or in a
17 condition, location or assignment which would constitute a hazard to the employee's health or well-
18 being. The County shall provide appropriately classified staff for the care, supervision and
19 transportation of youth.

20 **Section 11. Reclassified Positions:**

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

25 **B.** The County and the Union will review and attempt to reach a mutual agreement in
26 determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified
27 positions and the salary range for the new positions. Should the parties fail to reach a mutual
28 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, ELIGIBILITY

Pursuant to Master Labor Agreement, Article 10 and the following:

Section 1. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime except for such time that sick leave is taken on the holiday.

Section 2. Employees working multiple shifts will observe holidays only on the dates and days specified under Section 1.A, "Date Celebrated".

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

Section 4. *Holiday Compensation:*

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

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

ARTICLE 7: VACATIONS

Section 1.

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

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

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

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

County Vacation Accrual Schedules		
Employees hired on or before July 10, 1996 in the Department of Youth Services		
Beginning Years of Active Service	Equivalent/Pro-Rated Days (7.2 hours/day)	Hourly Accrual Rate
Upon hire through 12 months	12	0.0462
Beginning of year 2	12	0.0462
Beginning of year 3	12	0.0462
Beginning of year 4	16.7	0.0642
Beginning of year 5	16.7	0.0642
Beginning of year 6	16.7	0.0642
Beginning of year 7	16.7	0.0642
Beginning of year 8	16.7	0.0642
Beginning of year 9	16.7	0.0642
Beginning of year 10	16.7	0.0642
Beginning of year 11	20	0.0770
Beginning of year 12	20	0.0770
Beginning of year 13	22.3	0.0856
Beginning of year 14	22.3	0.0856
Beginning of year 15	22.3	0.0856
Beginning of year 16	22.3	0.0856
Beginning of year 17	22.3	0.0856
Beginning of year 18	22.3	0.0856
Beginning of year 19	23	0.0885
Beginning of year 20	24	0.0924
Beginning of year 21	25	0.0962
Beginning of year 22	26	0.1001
Beginning of year 23	27	0.1039
Beginning of year 24	28	0.1078
Beginning of year 25	29	0.1116
Beginning of year 26	30	0.1154
Maximum Vacation Balance allowable is 60 days (Except for new hires 1/1/18 or later)		
(Sick Leave is accrued on each paycheck at the rate of: .04616 hours for each compensated regular 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. Vacation Leave Cap** - Pursuant to Master Labor Agreement, Article 9.

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

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

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

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

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

20 **ARTICLE 8: SICK LEAVE**

21 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
22 accrue sick leave benefits at the rate of 0.04616 for each hour in regular pay status excluding
23 overtime up to a maximum of eight (8) hours per month. Sick leave shall not begin to accrue until
24 the first of the month following the month in which the employee commenced employment. The
25 employee is not entitled to sick leave if not previously earned.

26 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
27 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
28 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any

1 vacation leave used for sick leave must be reimbursed to the County upon termination.

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

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

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

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

19 **Section 7. FMLA/KCFML** - Pursuant to Master Labor Agreement, Article 11.

20 **Section 8.** Except as otherwise provided by the King County Family Medical Leave
21 Ordinance, the federal Family Medical Leave Act, and any Washington state laws that provide for
22 family medical leave, accrued sick leave may be used for the following reasons:

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

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

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

- 1 C. Exposure to contagious diseases and resulting quarantine.
- 2 D. An employee's temporary disability caused by or contributed to by pregnancy and
3 childbirth.
- 4 E. The employee's medical, ocular or dental appointments, provided that the
5 employee's Division Director or designee has approved the use of sick leave for such appointments.
- 6 F. To care for the employee's child or the child of an employee's domestic partner if
7 the following conditions are met:
- 8 1. The child is under the age of eighteen (18);
- 9 2. The employee is the natural parent, stepparent, adoptive parent, legal
10 guardian or other person having legal custody and control of the child;
- 11 3. The employee's child or the child of an employee's domestic partner has a
12 health condition requiring the employee's personal supervision during the hours of his/her absence
13 from work;
- 14 4. The employee actually attends to the child during the absence from work.
- 15 G. Employees shall be entitled to use accrued sick leave where such employee is
16 required to care for immediate family members who are seriously ill. There shall be no limit on the
17 use of sick leave to care for children under "F" of this Section.
- 18 H. Up to two (2) days of sick leave may be used by an employee for the purpose of
19 being present at the birth of his child.
- 20 I. An employee who has exhausted all of his/her sick leave may use accrued vacation
21 leave as sick leave before going on leave of absence without pay. After four (4) days of vacation
22 leave have been used as an extension of sick leave during each six (6) month period of a calendar
23 year (January through June, July through December). Subsequent use of vacation leave for such
24 purpose may be used if approved by his/her manager. This section does not apply to employees
25 using accrued leave for a qualifying event under the Washington Family Leave Act.
- 26 **Section 9.** Sick leave may be used only for absences from a regular scheduled work shift.
- 27 **Section 10.** For purposes of this Article, the definition of immediate family is provided under
28 the Master Labor Agreement, Article 8.

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

3 **ARTICLE 9: GENERAL LEAVES**

4 **Section 1. Donated Leave:** Pursuant to Master Labor Agreement, Article 6.

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

10 **Section 3. Bereavement Leave:** Pursuant to Master Labor Agreement, Article 8.

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

14 **Section 5. Jury Duty:** Pursuant to Master Labor Agreement, Article 5.

15 **Section 6. Leave for Volunteer Service:** Pursuant to Master Labor Agreement, Article 4.

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

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

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

25 **Section 3.**

26 **A.** Except as otherwise provided in this Article, employees shall be paid at an
27 overtime rate of time and one-half (1-1/2) their hourly rate of pay for all compensable hours worked
28 in excess of their regularly scheduled work week. (For instance if an employee is regularly scheduled

1 to work thirty-six (36) hours in a week, the employee will receive overtime after thirty-six (36) hours;
2 if an employee is regularly scheduled to work forty (40) hours a week, the employee shall be entitled
3 to overtime after forty (40) hours.) The employer will pay overtime at the FLSA regular rate when
4 required by law.

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

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

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

16 **Section 5.** An employee may request, and with approval of the Director or designee, may
17 receive compensatory time off (CTO) in lieu of overtime pay.

18 **Section 5.1** For staff working in positions that must be backfilled when time off is taken, for
19 every two (2) hours of overtime worked, employees may choose to receive up to half of the earned
20 overtime hours as CTO. For all other employees, CTO may be accrued on an hour for hour basis.
21 Employees shall be responsible for the proper submission of Absence Request Forms or revised
22 Absence Request Forms for the use of compensatory time off.

23 **Section 5.2** The maximum amount of CTO that can be accumulated is 80 hours.

24 **Section 5.3** The use of accrued CTO shall be limited during the months of July, August,
25 December and the last two (2) weeks of November, based on available staffing.

26 **Section 5.4** Except for the above limitations, the use of compensatory time off shall be
27 reviewed for approval on a case-by-case basis.

28 **Section 5.5** Employees may request a cash-out of any unused compensatory time off they

1 have accrued at any time before the pay period including December 31st. Any accrued compensatory
2 time off that has not been used or cashed out voluntarily will be cashed out in the pay period
3 including December 31st.

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

11 **Section 7. Mandatory Training or Mandatory Meetings:** In the event that the department
12 requires an employee to attend a mandatory training or meeting, and such training or meeting is not
13 immediately before or after a shift, or during a shift, then a two (2) hour minimum callout will be
14 paid at the overtime rate. For mandatory trainings or meetings immediately before or after a
15 scheduled shift, the employee shall be paid for actual time spent in the training or meeting at the
16 overtime rate.

17 **ARTICLE 11: WORKING OUT-OF-CLASS/SPECIAL DUTY**

18 Pursuant to Master Labor Agreement, Articles 37 and 15, and the following:

19 **Section 1. Seniority:** Employees who work out of class or on special duty assignments shall
20 accrue seniority only within their regular classification.

21 **Section 2. Supervisory Vacancies:** Temporary Supervisor vacancies may be filled by non-
22 bargaining unit employees if:

- 23 1. The vacancy is not filled by the alternate assignment process.
- 24 2. There are no available Supervisors.

25 **ARTICLE 12: REDUCTION IN FORCE**

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

28 **A. Seniority Tie-Breaker:** In the event there are two or more regular employees

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

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

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

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

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

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

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

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

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

28 C. No employee shall lose seniority due to an absence caused by an on-the-job injury

1 and otherwise as provided by law (i.e. military leave).

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

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

12 **ARTICLE 13: GRIEVANCE PROCEDURE**

13 Pursuant to Master Labor Agreement, Article 26.

14 **ARTICLE 14: UNFAIR LABOR PRACTICES**

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

19 **ARTICLE 15: NON-DISCRIMINATION**

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

24 **ARTICLE 16: POSITION OPENINGS AND JOB BIDDING**

25 **Section 1. Master Schedule:** The County shall maintain a Master Schedule that includes
26 both shifts and days off and the employees occupying them. The County may make changes to the
27 Master Schedule to meet its staffing needs after the Master Schedule is established. The County shall
28 notify the Union of changes to the Master Schedule. Assignments of regular employees to these

1 changed shifts and days off shall be made as follows:

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

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

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

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

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

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

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

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

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

23 **Section 3. Bid Process:**

24 1. Regular employees must indicate:

25 a. Their preferred shift and days off.

26 2. Bids must be on file prior to the initial position in a sequence becoming vacant in
27 order to be considered for that position or any subsequent opening which may occur as a result of that
28 vacancy. For the purpose of this Section, the date of the initial position becoming vacant means the

1 date a resignation letter or a termination form is received and date/time stamped by the Juvenile
2 Division Director/designee; at the time a new job offer is accepted on a promotion; at the time a
3 transfer request is approved; or at the time the termination/demotion of an employee is formalized in
4 writing by the Juvenile Division Director or designee.

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

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

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

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

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

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

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

22 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

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

10 A. Discharge.

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

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

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

16 **Section 2. Union Leave :** Pursuant to Master Labor Agreement, Article 22.

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

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

21 **ARTICLE 19: INSURED BENEFITS, HRA AND VEBA**

22 Pursuant to Master Labor Agreement, Article 25.

23 **ARTICLE 20: SAVINGS CLAUSE**

24 Pursuant to Master Labor Agreement, Article 30.

25 **ARTICLE 21: WAGE RATES**

26 **Section 1. Pay Ranges:** Wage rates for each classification are set forth in Addendum A, and
27 are pursuant to the Total Compensation Coalition Agreement and Master Labor Agreement.

28 Wage rates for 2018 shall be adjusted by 1.75%, unless the bargaining unit ratifies the Master

1 Labor Agreement, in which case, it will be 3.25% (inclusive of 1.0% per Total Compensation
2 Coalition Agreement and .5% Coalition Premium per the Master Labor Agreement).

3 Wage rates for 2019 and 2020 are yet to be determined and will be bargained in the Total
4 Compensation Coalition.

5 **Section 2. Step Increases:**

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

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

14 **Section 3.** Longevity Premium Qualified bargaining unit members will receive longevity
15 premiums as set forth in Addendum B.

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, 2018 through December 31, 2020.

5
6 APPROVED this 15 day of MARCH, 2018.

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10 By: Dow Constantine
11 King County Executive

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15
16 UNION:

17
18 Michael Rainey
19 Michael Rainey
20 Staff Representative
21 Washington State Council of County and City
22 Employees, Council 2, Local 2084-S
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cba Code: 276

ADDENDUM A

Union Code: N3

2018 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

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.

cba Code: 276

ADDENDUM B LONGEVITY

Union Code: N3

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.