

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE, LABOR-MANAGEMENT COMMITTEE AND DEFINITIONS .. 1

ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP.....2

ARTICLE 3: RIGHTS OF MANAGEMENT.....5

ARTICLE 4: EMPLOYEE RIGHTS5

ARTICLE 5: PROBATION9

ARTICLE 6: HOLIDAYS.....10

ARTICLE 7: VACATION LEAVE14

ARTICLE 8: SICK LEAVE.....18

ARTICLE 9: GENERAL LEAVES22

ARTICLE 10: HOURS OF WORK AND OVERTIME.....27

ARTICLE 11: SPECIAL DUTY ASSIGNMENTS AND WORK OUT OF CLASS33

ARTICLE 12: REDUCTION IN FORCE.....38

ARTICLE 13: GRIEVANCE PROCEDURE40

ARTICLE 14: NON-DISCRIMINATION.....43

ARTICLE 15: WORK SCHEDULE ASSIGNMENT AND BIDDING.....44

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION46

ARTICLE 17: TEMPORARY EMPLOYEES.....47

ARTICLE 18: GUILD LEAVES AND USE OF RESOURCES.....48

ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN49

ARTICLE 20: SAVINGS CLAUSE49

ARTICLE 21: WAGE RATES AND PAY INCENTIVES49

ARTICLE 22: MISCELLANEOUS.....54

ARTICLE 23: DURATION.....55

ADDENDUM A: WAGES

ADDENDUM B: DETENTION SUPERVISOR STAFFING SUPPORT

ADDENDUM C: BILL OF RIGHTS

ADDENDUM D: BILINGUAL PAY

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

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

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

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

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

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

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

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

23 **C.** The LMC will generally meet on a monthly basis, unless the parties mutually agree
24 to change the schedule.

25 **D.** The parties agree that the LMC will be comprised of approximately equal
26 representation of the County, which may include one representative from the Office of Labor
27 Relations (OLR) and the Guild.

28 **E.** The LMC does not waive or diminish County rights and does not waive or

1 diminish Guild rights of grievance or bargaining. Issues are to be discussed in an interest-based,
2 collaborative manner and the LMC may access the services of a mutually acceptable source of
3 mediation services if consensus cannot be reached in a timely manner. The parties recognize that the
4 LMC may not be able to resolve every issue and that subjects of open grievances or active collective
5 bargaining topics are generally not appropriate topics for in-depth discussion at the LMC.

6 **Section 1.3 Definitions:**

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

9 B. Reference to “employee(s)” or “member” or “guild representative/board member”
10 is intended to refer specifically to 297 bargaining unit employees, unless otherwise expressly
11 specified.

12 C. The Judge Patricia H. Clark Children and Family Justice Center (i.e., primary
13 work location of bargaining unit employees) shall be referred to as the “CCFJC.”

14 D. Reference to “Guild Officers” include the current KCJDG Treasurer, Secretary,
15 Vice-President, and President.

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

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

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

27 **Section 2.3 Employee Information:** The County will supply the Guild with bargaining unit
28 information as described by RCW 41.56.035.

Section 2.4 Membership Dues, Fees, and Assessments: Upon written receipt from the

1 Guild of voluntary authorization by a bargaining unit employee, the County shall have deducted from
2 the pay of such employee the amount of dues, fees, and assessments as certified by the secretary of
3 the Guild and shall transmit the same to its treasurer. The Guild shall submit to the County changes
4 to the amount of dues, fees, and assessments for all members in writing by December 15th of each
5 year. To the extent the County does not receive changes from the Guild by December 15th of each
6 year, the County will continue to deduct the same amount of dues in the same manner.

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

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

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

16 **Section 2.7 Guild Release Time:**

17 A. Up to four (4) regular employees shall be released from duty without loss of
18 regular pay to bargain a successor collective bargaining agreement (CBA) when negotiations occur
19 during their regular hours of work. For all bargaining distinct from a successor CBA, up to three (3)
20 regular employees shall be released from duty without regular loss of pay when negotiations occur
21 during their regular hours of work. The County may adjust the employee's shift as necessary to
22 permit attendance.

23 B. Guild representatives shall be afforded a reasonable amount of time while on-duty
24 status to consult with appropriate management officials and/or aggrieved employees with prior
25 approval of their supervisor. Guild representatives shall guard against use of excessive time in
26 handling such responsibilities concerning bargaining unit work related matters.

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

4 D. One (1) Guild Officer or JDO shift representative may be released from regular
5 duty without loss of pay to attend IIU Interviews, *Loudermill* hearings, PERC Hearings, and
6 Grievance Arbitrations.

7 E. The King County Juvenile Guild President may act as a designated representative
8 under Article 2.6 and receive release time whether that individual is in a position represented under
9 the 297 or 296 collective bargaining agreements only.

10 F. All management approvals for paid release time are subject to approval based on
11 staffing and operational considerations.

12 **Section 2.8 Guild Leave Bank:**

13 A. For paid release time not otherwise covered above by the County, the Guild may
14 establish a Guild Leave bank for representational duties and Guild activity as described in this
15 Article. The Guild Leave bank shall be established through the deduction of vacation hours only.
16 Two vacation (2) hours annually will be deducted from each employee's leave account to fund the
17 leave bank after January 1 each year upon written request by the Guild President. The vacation
18 deduction shall only occur once per year. Vacation leave deductions will not occur if an employee
19 has opted not to pay union dues. The County agrees to administer the leave bank account. Guild
20 Leave may only be requested to participate in Union related activities including, but not limited to:
21 Guild Executive Board meetings, disciplinary matters, member issues, grievance
22 meetings/arbitrations, PERC hearings, negotiation preparation, or labor law trainings. Guild Leave
23 requests that are unrelated to Union activity will not be approved.

24 B. For a Guild Leave to be considered for approval, the employee shall provide a
25 minimum of three calendar (3) days advance written notice prior to the leave and the employee must
26 identify the specific Union related activity corresponding with the leave. Guild Leave requests may
27 be approved or denied subject to staffing and operational considerations, but shall not be
28 unreasonably denied.

1
2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

6 A. Determine the mission, budget, organization, number of employees, and internal
7 security practices of the Department of Adult and Juvenile Detention;

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

10 C. Discipline of employees (including but not limited to, suspension, demotion, or
11 discharge for just cause); provided that when a transfer is intended as a disciplinary sanction, it is
12 subject to the Just Cause requirement per Article 4 of this Agreement;

13 D. Assign, direct and reduce the workforce; develop and modify class specifications
14 as well as assignment for the salary range for each classification and allocate positions to those
15 classifications; determine the methods, materials and tools to accomplish the work; designate duty
16 stations and assign employees to those duty stations.

17 E. Establish work rules; assign the hours of work. Take whatever actions may be
18 necessary to carry out the Department of Adult and Juvenile Detention’s mission in case of
19 emergency.

20 F. All of the functions, rights, powers and authority of the County not specifically
21 abridged, delegated or modified by this Agreement are recognized by the Guild as being retained by
22 the County. Nothing herein shall constitute a waiver of the Guild’s statutory collective bargaining
23 rights.

24 **ARTICLE 4: EMPLOYEE RIGHTS**

25 **Section 4.1 Just Cause Standard:** No regular employee shall be disciplined without just
26 cause. For purposes of this Article, employees in a probationary status are not regular employees and
27 are considered in at-will employment status.

28 **Section 4.2 Disciplinary Action:** Disciplinary action shall be in accordance with K.C.C.

1 3.12. When the County takes disciplinary action, the employee and the Guild shall be given notice of
2 such action and, upon written request, reports or documentation will be made available to the
3 employee and the Guild. The County will allow suspensions of at least two (2) days to be spread out
4 over two (2) pay periods, in full shift increments. The Guild and the County may mutually agree to
5 spread out suspension days to multiple pay periods on a case-by-case basis.

6 **Section 4.3. Personnel Files:**

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

14 1. Materials placed in the personnel file, which may include, commendations,
15 letters of corrective counseling, or disciplinary records (e.g., written reprimands, suspension,
16 termination), will be shared with the employee as soon as possible and prior to being placed in the
17 personnel file. An employee may insert contrary documentation into the file or request the removal
18 of a document in the file. Personnel files shall be maintained pursuant to the County's Official
19 Personnel File policy (2021-0014), as amended. Each employee's personnel file and Division-level
20 working file shall be open for review by the employee, by making an appointment through the
21 Human Resources Section, provided that employees shall not have the right to review psychological
22 evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations and
23 that are destroyed after the evaluation is prepared.

24 2. Letters of Counseling shall not be used for any purpose, except as required
25 by State or Federal law, after twelve (12) months from issuance, unless a Letter of Counseling is
26 issued again on the same or a similar workplace expectation within the (12) months of issuance in
27 which case the (12) month period shall expire after one year of the subsequent counseling notice.

28 Letters of Reprimand shall not be used for any purpose, except as required by State or Federal

1 law or to provide evidence of notice to the employee, after two (2) years from issuance, provided that
2 the employee receives no subsequent discipline of a similar nature during that period.

3 3. No Letters of Counseling or Reprimand maintained beyond these
4 timeframes may be relied upon for progressive discipline, but corrective counseling notices within
5 the time frames may be offered to demonstrate the employee has been previously warned. Other than
6 corrective counseling notices, the employer will not maintain warning records in the personnel file or
7 other discipline records not otherwise subject to the grievance procedure.

8 4. If possible, the County will notify an employee of a public records request
9 relating to that employee’s personnel file, internal investigations where the employee is the subject of
10 the investigation, disciplinary actions relating to that employee or records that are personal in nature,
11 prior to releasing the requested documents.

12 5. When a member of the bargaining unit applies for another position within
13 the Department, that employee’s personnel file is the only personnel file that the County may
14 consider for the purpose of that hiring decision.

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

17 **Section 4.4 Class Specifications:** When a phrase such as “performs related work as
18 required” is incorporated into the text of an official class specification as a representative example of
19 work, the assignment of such work on a regular and ongoing basis shall be within the essential duties
20 and responsibilities of the classification. Except as agreed to by the Guild and the County, employees
21 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

22 **Section 4.5 Transportation and Parking:**

23 A. All employees who have been authorized to use their own transportation on
24 County business shall be reimbursed for mileage at the current Internal Revenue Service (IRS) rate
25 per mile for business-related travel.

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

28 C. Employees will be required to pay \$10 per month for parking in the CCFJC

1 parking garage.

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

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

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

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

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

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

21 6. All Public Disclosure Requests related to AVL data on Department
22 employees will be forwarded to Department Public Disclosure officials for response pursuant to the
23 Department’s policies and procedures.

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

28 **Section 4.7 Contracting Out:** The County shall not contract or subcontract work when such

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

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

15 **Section 4.9 Reclassified Positions:** The County will advise the Guild in writing about the
16 creation of any new or reclassified position to be assigned to the Juvenile Division of the Department.
17 Such notification will include a list of duties and responsibilities, along with a statement of the
18 desirable qualifications.

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

22 **ARTICLE 5: PROBATIONARY PERIOD**

23 **Section 5.1 Probationary Period:** New, recalled, and reinstated career service employees serve
24 a probationary period from the date of their appointment. The probationary period for new hires shall last
25 twelve (12) months, except that employees who have previously passed probation, and are reinstated
26 within two years after a medical termination or a layoff will serve a six (6) month probationary period.
27 During this period, the employee is evaluated as a part of the final selection process; appointment to a
28 career service position is not considered final unless the employee successfully completes a probationary

1 period. Career service employees who are promoted, transferred, or demoted serve a six (6) month
2 probationary period from the date of their change in status, consistent with County personnel guidelines.
3 Employees in a probationary status are considered “at-will” and are not “regular employees” for purposes
4 of this Agreement.

5 The County may extend probationary terms in writing if the employee has been on leave or on
6 transitional duty/light duty (14 or more calendar days) during their probationary period. Notice of the
7 extension will be provided to the employee and the duration of the extension will be proportionate
8 with the leave taken or the duration of time the employee is unable to perform the full scope of
9 regularly assigned work. In circumstances when a probation extension must be longer than the
10 proportional extension stated above, the County will provide notice to the KCJDG President and seek
11 mutual agreement in writing (e.g., email confirmation) on the proposed probation extension length
12 and will state the County’s rationale for the proposed probation extension duration.

13 During probation, employees are considered in “at will” employment status and may be
14 separated without just cause or right to appeal or the grievance procedure.

15 **ARTICLE 6: HOLIDAYS**

16 **Section 6.1**

17 **A. Observed Holidays:** All regular, probationary, provisional and term-limited
18 temporary employees (comprehensive leave eligible employees) who work a full-time schedule shall
19 be granted the following designated holidays with pay. To be eligible for holiday pay, employees
20 must be in a paid status on the last scheduled workday prior to and the first scheduled workday after
21 the holiday and any day as declared by the president or governor and as approved by the King County
22 Council.

23

| <i>Holiday</i> | <i>Date Observed</i> |
|----------------------------|--------------------------|
| New Year’s Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| President’s Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |

24
25
26
27
28

| | | |
|---|------------------------|-----------------------------|
| 1 | Juneteenth | June 19 |
| 2 | Independence Day | July 4 |
| 3 | Labor Day | First Monday in September |
| 4 | Indigenous Peoples Day | Second Monday in October |
| 5 | Veteran's Day | November 11 |
| 6 | Thanksgiving Day | Fourth Thursday in November |
| 7 | Day after Thanksgiving | Friday after Thanksgiving |
| 8 | Christmas Day | December 25 |

9
10 Employees who work less than a full-time schedule shall receive all holidays prorated to reflect their
11 normally scheduled work weeks.

12 **B.** All holidays shall be observed on the “Date Observed” per Section 6.1A. When an
13 employee’s scheduled work shift spans two (2) calendar days, the holiday shall be considered to have
14 occurred (be observed) on their shift which begins on the holiday.

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

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

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

26 **Section 6.2 Unpaid Holidays for Religious Purposes:** In addition to the holidays listed
27 above, pursuant to RCW 1.16.050, as amended, employees may take two (2) unpaid holidays per
28 calendar year for “a reason of faith or conscience or an organized activity conducted under the

1 auspices of a religious denomination, church, or religious organization,” unless the employee’s
2 absence would impose an undue hardship on the employer pursuant to WAC 82-56-020.

3 **Section 6.3 Personal Holidays:** Annually, comprehensive leave eligible employees actively
4 employed with the County on the last day of the pay period that contains February 1 shall receive
5 two (2) personal holidays to be added to their vacation bank on the paycheck that includes February
6 1. New County employees hired on or before November 15 of the calendar year shall receive two (2)
7 personal holidays to be added to their vacation bank on the last day of the first pay period following
8 their date of hire. These two personal holidays shall continue to be administered per contract
9 language. Employees who work less than a full-time schedule shall receive personal holidays
10 prorated to reflect their normally scheduled work weeks. In no event shall there be more than two (2)
11 personal holidays of eight (8) hours each (sixteen hours total) for full-time employees, prorated for
12 part-time employees, awarded per calendar year. Once issued, personal holidays become vacation
13 leave and are subject to all policies and contract provisions for the use of such leave.

14 **Section 6.4. Holiday Compensation:**

15 **A.** Full-time employees who are eligible for holiday pay, who work on an observed
16 holiday listed in Section 6.1.A above, shall receive eight (8) hours straight time holiday pay, plus
17 time-and-one-half the base hourly rate of pay for all regular hours worked as a holiday premium.

18 **B.** Full-time employees who are eligible for holiday pay, who are relieved of
19 regularly scheduled duty due to holiday staffing, shall receive eight (8) hours of straight time holiday
20 pay for that day. Full-time employees who are eligible for holiday pay, who are on furlough on a
21 celebrated holiday listed in Section 6.1.A. above, shall either receive eight (8) hours of straight time
22 pay or shall at their option receive a substitute holiday. Annually, no later than February 1,
23 employees shall make a selection for how they want their holiday leave hours credited for the year
24 (pay or leave) when their furlough is on a holiday. In the event the employee does not indicate a
25 preference, the employee shall receive pay.

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

1 **D.** Part-time employees who are eligible for holiday pay and are assigned to work on
2 a holiday shall be paid at the holiday rate in 6.4A for the actual hours worked. Part-time employees
3 whose regular schedule requires them to work on a holiday, but who are relieved from work for the
4 holiday due to holiday staffing levels, will receive prorated holiday pay commensurate with their
5 schedule. Part-time employees will not be compensated for holidays falling on days' which they are
6 not regularly scheduled to work.

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

10 **Section 6.5 Holiday Staffing Levels:**

11 **A.** In most cases, the level of staffing on observed holidays will be the same as
12 weekend staffing levels.

13 **B.** Employees to be relieved due to holiday staffing will be selected within each shift,
14 based on seniority on each shift (per Article 12, Section 12.4). For the purposes of this section, 1st
15 and 4th shift shall be considered one shift.

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

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

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

1 **ARTICLE 7: VACATIONS**

2 **Section 7.1 Vacation Accrual:**

3 **A. Full-Time Employees.** Comprehensive leave eligible employees who work a full-
4 time schedule shall accrue vacation leave benefits as described in the following table. Note, change in
5 accrual implemented prospectively in 2026 after necessary payroll system updates:

6

7 **Vacation Leave Schedule for**

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

9 **Regular Employees**

| 10 Months of Service | 11 Hourly Accrual Rate | 12 Approximate Annual Leave in Days (7.2 hrs./day accrual rate for employees on 5/4 schedule) |
|-----------------------------|-------------------------------|---|
| 13 0 | 0.05384 | 13.998 |
| 14 48 | 0.05770 | 15.00200 |
| 15 96 | 0.06160 | 16.01600 |
| 16 120 | 0.07700 | 20.02000 |
| 17 192 | 0.08080 | 21.00800 |
| 18 204 | 0.08470 | 22.02200 |
| 19 216 | 0.08850 | 23.01000 |
| 20 228 | 0.09240 | 24.02400 |
| 21 240 | 0.09620 | 25.01200 |
| 22 252 | 0.10010 | 26.02600 |
| 23 264 | 0.10390 | 27.01400 |
| 24 276 | 0.10780 | 28.02800 |
| 25 288 | 0.11160 | 29.01600 |
| 26 300 | 0.11540 | 30.00400 |

27 **B. Part-Time Employees.** Comprehensive leave eligible employees who work a part-
28 time schedule shall accrue vacation leave in accordance with the leave schedule set forth in Section

1 7.1, prorated to reflect their normally scheduled work week.

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

5 **Section 7.2 Leaving Employment:**

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

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

18 **Section 7.3 Annual Vacation Bid:**

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

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

- 27 ■ Round 1: One request in consecutive full day (eight hour) increments
- 28 ■ Round 2: One request in consecutive full day (eight hour) increments

- 1 ▪ Round 3: All remaining requests (up to four) in consecutive full day (eight
2 hour) increments

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

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

16 **Section 7.4. Requests After Annual Bid:**

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

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

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

28 **Section 7.5 Vacation Slots:**

1 A. The number of vacation slots available for Juvenile Detention Officers (JDOs)
2 shall be based on a ratio of one (1) slot per ten (10) full-time filled JDO positions (rounded up or
3 down to the nearest 10 positions) as of January 1 and adjusted prospectively if there are increases or
4 decreases in the number of filled JDO positions. For example, 99 filled positions shall result in 10
5 vacation slots. A drop to 95 filled positions shall maintain 10 vacation slots (rounded up). A drop to
6 94 filled positions shall cause a reduction to 9 vacation slots.

7 B. The distribution of vacation leave slots across shifts shall be based on current filled
8 positions:

| | | |
|----|--------------|---|
| 9 | Day Shift: | 5 |
| 10 | Swing Shift: | 3 |
| 11 | Graveyard: | 2 |

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

16 **Section 7.6** Approved vacation leave can only be used if the required amount of the specified
17 leave is available at the time the leave is taken.

18 **Section 7.7** Vacation time may not later be converted to compensatory time off.

19 **Section 7.8 Maximum Vacation Carryover:**

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

24 B. All comprehensive leave eligible employees hired with the County after December
25 31, 2019 may carryover up to three hundred twenty (320) hours of vacation leave to the next calendar
26 year.

27 C. Employees must use vacation leave in excess of the maximum carryover amount
28 on or before the last day of the pay period that includes December 31 of each year. Failure to use

1 vacation leave beyond the maximum carryover amount will result in forfeiture of the vacation leave
2 beyond the maximum amount unless the Director has approved a carryover of such vacation leave
3 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
4 the County.

5 **Section 7.9** In cases of separation from County employment by death of an employee with
6 accrued vacation leave and who has successfully completed six (6) months of County service in a
7 comprehensive leave eligible position, payment of unused vacation leave up to the maximum accrual
8 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,
9 RCW Title 11.

10 **Section 7.10** If a comprehensive leave eligible employee resigns from County employment
11 or is laid off and subsequently returns to County employment within two years from such resignation
12 or layoff, as applicable, the employee's prior County service shall be counted in determining the
13 vacation leave accrual rate.

14 **Section 7.11 Increments of Use:** Vacation leave may only be requested for use in quarter
15 (1/4) hour increments, to be approved at the discretion of the Division Director/designee.

16 **Section 7.12** Employees who change job positions but remain with the County, without a
17 break in service, may retain and use their vacation accruals in accordance with the provisions of their
18 new collective bargaining agreement, or K.C.C., as amended.

19 **Section 7.13 Vacation Leave Cancellation:**

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

26 **ARTICLE 8: SICK LEAVE**

27 **Section 8.1** Comprehensive leave eligible employees shall accrue sick leave benefits at the
28 rate of 0.04616 for each hour in regular pay status exclusive of overtime and excluding the use of

1 donated leave pursuant to Article 9 up to a maximum of 3.6928 hours per bi-weekly pay period for
2 employees on a standard full-time 80-hour bi-weekly schedule, unless additional sick leave accruals
3 are required by law. Sick leave accrual rates for a comprehensive leave eligible employee who works
4 other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals based on
5 their normally scheduled work week. While this accrual is more generous than what is required
6 under Washington State law, there are circumstances where an employee may receive additional sick
7 leave accruals.

8 **Section 8.2** Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours
9 for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick
10 leave to the following calendar year. At the end of the pay period that includes December 31, all
11 accrued sick leave over 40 hours will be forfeited.

12 **Section 8.3** If the injury or illness is compensable under the County's workers compensation
13 program, then the employee has the option to augment or not augment wage replacement payments
14 with the use of accrued sick leave.

15 **Section 8.4** An employee who has exhausted all of their sick leave may use accrued vacation
16 leave before going on a leave of absence without pay, if approved by their appointing authority.

17 **Section 8.5** All employees shall accrue sick leave from their date of hire. There shall be no
18 limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits
19 may accrue and carry over from year-to-year. Sick leave may only be requested for use in quarter
20 (1/4) hour increments. An employee is not entitled to use sick leave until the first day after the end of
21 the pay period in which it was accrued.

22 **Section 8.6** The County is responsible for the proper administration of the sick leave benefit.
23 Employees shall complete an Absence Request Form (ARF), or Department-designated equivalent,
24 on the first day back to work after an illness. Employees may be required to provide appropriate
25 verification of any absence for medical reasons consistent with RCW 49.46.210.

26 The employee shall be given no less than ten (10) calendar days following the first day upon which
27 the employee used paid sick leave to provide verification.

28 **Section 8.7** Employees shall be eligible for King County Family Medical Leave (KCFML)

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

4 **Section 8.8** Separation from or termination of County employment for any reason other than
5 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave
6 accrued to the employee as of the date of separation or termination. Should a comprehensive leave
7 eligible employee resign, be separated for medical reasons, or be laid off and return to County
8 employment within two (2) years, accrued sick leave shall be restored. Such restoration shall not
9 apply where the former employment was in a term-limited position.

10 **Section 8.9** Employees eligible for comprehensive leave benefits who have successfully
11 completed at least five (5) years of County service and who retire as a result of length of service, or
12 who terminate by reason of death, shall be paid, or their estates paid as provided for by RCW Title
13 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick
14 leave multiplied by the employee’s base hourly rate of pay in effect upon the date of leaving County
15 employment less mandatory withholdings. Retirement as a result of length of service means an
16 employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of
17 Seattle Retirement Plan immediately upon terminating County employment. If a retiree who cashes
18 out their sick leave is rehired, that employee is not entitled to have any sick leave restored. If the
19 bargaining unit has adopted the Voluntary Employee Beneficiary Association (VEBA), this cash out
20 shall be subject to those provisions.

21 **Section 8.10** Accrued paid sick leave may be used for the following reasons:

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

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

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

1 order of a public official for any health-related reason or after the declaration of an emergency by a
2 local or state government or agency, or by the federal government;

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

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

7 **Section 8.11** For purposes of paid sick leave, "family member" is:

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

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

15 **C.** A spouse; domestic partner; a grandparent; a grandchild; or a sibling; and,

16 **D.** Any individual who regularly resides in the employee's home or where the
17 relationship creates an expectation that the employee cares for the person, and that individual depends
18 on the employee for care.

19 **Section 8.12** In accordance with RCW 49.46, use of paid sick leave as provided in this
20 Agreement shall not lead to or result in discipline of any employee. The County shall not
21 discriminate or retaliate against any employee for the employee's use of paid sick leave as provided
22 in this Agreement, Washington law, or Federal law.

23 **Section 8.13** For a qualifying leave under the Washington Family Care Act, the employee
24 may use any type of accrued leave, at their option.

25 **Section 8.14** For a leave that does not qualify under the Washington Family Care Act, the
26 following applies: An employee who has exhausted all of their sick leave may use accrued vacation
27 leave as sick leave before going on a leave of absence without pay, with prior approval of the Chief
28 of Operations or designee.

1 **ARTICLE 9: GENERAL LEAVES**

2 **Section 9.1 Donation of Leaves:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 1. An emergency medical leave donation program shall be activated or
20 deactivated at the County’s discretion based on the county’s current need for such a program and
21 consistent with the requirements of federal tax law. When active, comprehensive leave eligible
22 employee may donate a portion of their accrued vacation and/or sick leave hours to an “Emergency
23 Medical Leave Fund” (EML Fund) that is managed by the DHR. At the County’s discretion, the
24 program can either be continued as a regular program or discontinued upon 30-day written notice. If
25 discontinued, the County will cease to allow donations into the EML Fund, but will continue to allow
26 use of the EML Fund until exhausted.

27 2. **Vacation hours.** An employee is limited to donating eighty (80) hours of
28 accrued vacation per calendar year to the EML Fund unless the employees’ department director

1 approves a greater amount.

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

3 a. The comprehensive leave eligible employee must submit a request to
4 DHR for hours.

5 b. The maximum donation an employee can receive is up to eighty (80)
6 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80 or
7 72 hours).

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

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

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

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

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

26 **Section 9.2 Leave - Organ Donors:** Employees shall be granted leave for organ donation in
27 accordance with K.C.C. 3.12.215, as amended.

28 **Section 9.3 Bereavement Leave:** Employees eligible for comprehensive leave benefits shall

1 be granted up to five (5) days, maximum 40 hours, (pro-rata for part-time) bereavement leave per
2 qualifying death of a member of the employee's immediate family. Leave must be taken within one
3 (1) year from the date of the qualifying death.

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

- 5 1. spouse or domestic partner; or
- 6 2. legal guardian, ward, or any person whom the employee has legal custody;

7 and

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

- 10 a. a child;
- 11 b. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a
12 person who stood or stands in loco parentis);
- 13 c. a grandparent;
- 14 d. a child-in-law;
- 15 e. a grandchild; or
- 16 f. a sibling

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

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

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

26 **Section 9.4 Leave - Examinations:** Employees eligible for comprehensive paid leaves shall
27 be released from duty without loss of pay to participate in County recruitment examinations or
28 interviews for County positions when the exam or interview occurs during their regularly scheduled

1 work hours.

2 **Section 9.5 Jury Duty:**

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

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

15 **Section 9.6 Leave for Volunteer Service:** Comprehensive leave eligible employees may use
16 up to three (3) days (maximum of eight hours each day) of their accrued sick leave each year to
17 perform volunteer services at a local school, or at a non-profit on the approved list for the Employee
18 Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in
19 writing, per Department leave request procedures, specifying the name of the school and/or
20 organization and the nature of the volunteer services to be performed. Additionally, the employee's
21 supervisor may request in advance that the employee obtain written proof of the service from the
22 volunteer organization or school.

23 **Section 9.7 Workers' Compensation – Industrial Injuries:**

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

1 B. For each accepted industrial injury, the Department will credit the employees leave
2 banks to restore any accrued leave used by the employee during the first three (3) full calendar days
3 following the day of injury, minus any leave restored, if applicable, for those same days via the state-
4 prescribed payment. If an employee does not have accrued leave that was used during the first three
5 calendar days, then no paid leave or pay will be restored. The Department-provided credit will be
6 applied no later than forty-five (45) calendar days following the provision of the state-prescribed
7 benefit.

8 C. If an injury or illness is compensable under the County’s workers compensation
9 program, then the employee has the option to augment or not augment wage replacement payments
10 with the use of accrued leave. An employee who chooses to augment workers’ compensation
11 payments with the use of accrued paid leave shall notify the workers’ compensation office in writing
12 at the beginning of the leave.

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

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

18 **Section 9.8 Washington State Paid Family and Medical Leave (PFML):** Bargaining unit
19 employees shall be eligible to use Washington State Paid Family and Medical Leave (PFML)
20 pursuant to RCW 50A.04. The County and employee will make their respective contributions to this
21 state fund pursuant to statute.

22 **Section 9.9. Paid Parental Leave.** Paid Parental Leave (PPL) shall be granted to employees
23 pursuant to King County Code Section 3.12.219, as amended, and 3.12.221, as amended.

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

25 **Section 10.1 Standard Work Period Prior to Transition:** For the purpose of calculating
26 FLSA overtime compensation, the seven (7) day FLSA work period shall begin at 12:00 a.m. on
27 Saturday of each week and continue for a total of seven (7) consecutive days through 11:59:59 p.m.
28 the following Friday, except as otherwise stated. The standard workday is eight (8) hours, and two (2)

1 consecutive days off each week. Nothing in this section shall entitle an employee who is changing
2 their regular schedule (i.e., annual scheduled bid, temporary reassignment, etc.) to consecutive days
3 off during the transition to their new schedule.

4 **Section 10.2 Change to Standard Work Period:** Upon (14) calendar days' notice to the
5 Guild, the County may initiate a change to the standard workday and work schedule in accordance
6 with this Section. The Change to Standard Work Day Hours Notice will entail a transition from eight
7 (8) hour workdays to 8.17 hour regular work days and corresponding change to regular workweek
8 hours.

9 For example, an employee on a standard 5/8, 40-hour workweek schedule would be converted
10 to a 40-hour and fifty-minute workweek schedule with the 8.17 hours per workday. An employee on
11 a 4/10 workweek schedule would be converted to 40 hours and 40 minutes schedule. And an
12 employee on a 5/4 workweek schedule will be converted to 32.68 work hours on their workweek with
13 four workdays.

14 **Section 10.3 7(k) Work Period Change:** Upon readiness of the County's payroll systems, the
15 County will implement the 7k exemption for FLSA overtime 86 hours over a 14-day period.

16 **Section 10.4 Meal and Rest Periods:**

17 **A.** Employees in the classification of Detention Officer shall have a thirty (30)
18 minute paid meal period per shift, as well as two paid fifteen (15) minute rest periods, during which
19 time the employee shall remain onsite and available for duty. Employees who work overtime will
20 receive an additional fifteen (15) minute rest period for working four (4) hours of overtime.
21 Employees who work sixteen (16) hours total will receive three (3) fifteen-minute rest periods and
22 two (2) thirty (30) minute paid meal periods.

23 **B.** Meal periods and rest periods will be scheduled and taken as work demands allow.
24 However, due to the nature of the work, exigent circumstances may not make it possible to schedule
25 and/or take such meal periods and break periods during the time periods specified in WAC 296-126-
26 092. Therefore, as provided under RCW 49.12.187, when exigent circumstances impede the ability to
27 schedule and/or take meal and rest periods during the time period specified in the WAC, such meal
28 and rest periods shall be taken as soon as reasonably possible. Employees in all other classifications

1 shall have an unpaid meal period, to be scheduled as either an eight and one-half (8.5) hour day with
2 a thirty (30) minute unpaid meal period, or a nine (9) hour day with a one (1) hour unpaid meal
3 period, based on operational need.

4 **Section 10.5 Employees Eligible to Work a Seventy-Two (72) Hour Work Period:**

5 Employees working a bi-weekly schedule of seventy-two (72) hours, as of the final ratification of this
6 contract, are eligible to retain this option. For these employees, the normal workday shall be eight (8)
7 hours (employees in the classifications of Detention Officer shall have a thirty (30) minute paid meal
8 period per shift, during which time the employee shall remain available for duty). Scheduled days off
9 shall be two (2) consecutive days one (1) week and three (3) consecutive days in the next week.

10 Provided, that any individual employee may opt instead to work a standard bi-weekly work period of
11 eighty (80) hours, with a normal workday of eight (8) hours, and two (2) consecutive days off each
12 week. Employees who exercise this option will no longer be eligible to return to a seventy-two (72)
13 hour bi-weekly work schedule.

14 **Section 10.6** The parties agree that alternate work schedules may be utilized that are
15 mutually agreed upon in writing by the employee and the Juvenile Detention Division
16 Director/designee.

17 **Section 10.7 Contractual Overtime:**

18 **A. Contractual Biweekly Overtime:** The “contractual overtime rate” shall be paid to
19 employees for all voluntary or mandatory hours worked in excess of (86) hours in the established 14-
20 day biweekly pay period, excluding all paid sick leave hours. The overtime rate for each overtime
21 hour worked shall be the employee’s hourly base rate of pay, plus one half (1/2) of the employee’s
22 base hourly rate of pay (known as “time and one half”) inclusive of Education and FTO premiums
23 if applicable and in effect at the time the overtime is worked. In the event that the FLSA requires a
24 higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay
25 pursuant to the FLSA.

26 **B. Contractual Daily Overtime:** Full-time employees shall be paid at the overtime
27 rate, as defined in Section 10.7A above, for actual voluntary or mandatory time worked in excess of
28 their regularly scheduled shift, excluding leave, as long as the extra hours are performed

1 consecutively (immediately before or after, with no break in time) to the work shift and the employee
2 has worked their regularly scheduled shift as one (1) of the two (2) consecutive shifts. When eligible
3 for contractual daily overtime, fifteen minutes of overtime will be paid for approved work of eight (8)
4 to fifteen (15) consecutive minutes in duration. For work of sixteen (16) consecutive minutes or
5 more, overtime will be paid for the exact number of minutes worked. Any prior practice of paying
6 overtime for clocking in to work early without specific pre-approval for overtime is hereby abolished.
7 Hours paid as daily overtime shall not be counted towards weekly overtime.

8 C. Sick leave shall not be included for the purposes of determining whether the daily
9 or weekly overtime thresholds have been met.

10 **Section 10.8** Normally, overtime work shall require prior approval of the individual's
11 supervisor; however, overtime work may be approved after it is performed, provided the Juvenile
12 Division Director/designee determines sufficient justification is made. Attendance for assigned
13 overtime shifts shall be subject to the same rules as attendance at an employee's regular shift;
14 employees must call in to be excused pursuant to the same rules for excuse from a regular shift;
15 failure to appear shall be subject to counseling and/or discipline according to regular shift attendance
16 rules.

17 **Section 10.9 Compensatory Time:** Employees may submit written requests for the accrual
18 of compensatory time off (CTO), in lieu of overtime payments for working overtime, as defined by
19 this Article. The Department will approve or deny such requests in writing. Employees who accrue
20 CTO shall be allowed to accrue and use up to eighty (80) straight time hours of CTO per calendar
21 year.

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

25 1. CTO must be accrued before an absence request form is submitted for its
26 use.

27 2. The parties agree that it is reasonable for requests for CTO usage to be
28 submitted no more than sixty (60) days or less than seventy-two (72) hours in advance of the

1 requested time off date. The Chief of Operations or their designee may deny the use of CTO, just as
2 any other leave, when circumstances dictate maintaining or increasing staffing to meet critical needs
3 of the division.

4 3. When CTO is approved, it will count toward the allowed vacation leave
5 slots provided for in Article 7, Section 7.5. However, CTO requests of less than two hours will be
6 wait-listed and shall not be approved until the start of the shift in which the leave is requested. Such
7 requests shall not occupy a vacation leave slot nor protect an employee from cancellation due to lack
8 of coverage, a need for mandatory overtime, or to relieve another employee from mandatory
9 overtime. Requests for CTO of less than two hours shall be granted only upon approval by the on-
10 duty supervisor.

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

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

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

23 **Section 10.10 Call-outs:** A minimum of four (4) hours at the contractual overtime rate shall
24 be paid for each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall
25 be compensated at the contractual overtime rate. Call-out shall be defined as that circumstance when
26 an employee, having completed the assigned shift and departed the premises, is requested by the
27 County to return to work. Time actually spent working at the workplace shall be compensated for in
28 accordance with this Section. The provisions of this Section shall not apply to meeting and training

1 sessions requiring a return to work.

2 **Section 10.11 Mandatory Training or Mandatory Meetings:** In the event that the
3 department requires an employee to attend a mandatory training or meeting, and such training or
4 meeting is not immediately before or after a shift, or during a shift, then a two (2) hour minimum
5 callout will be paid, and may qualify for the contractual overtime rate pursuant to Section 10.7A. For
6 mandatory trainings or meetings immediately before or after a scheduled shift, the employee shall be
7 paid for actual time spent in the training or meeting at the overtime rate.

8 **Section 10.12 Mandatory Overtime:** The following conditions apply to the application of
9 mandatory overtime:

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

16 **B. Mandatory Overtime Passes.** Employees will be awarded one (1) mandatory
17 overtime pass or as provided by the Declined Mandatory Overtime Protocol Agreement (MOA
18 297U0624) while in effect at the beginning of the calendar year for use during the same calendar
19 year. Employees who fail to stay for mandatory overtime as directed without an approved use of a
20 pass shall be subject to discipline. A pass may be used by an employee based on the following
21 criteria:

- 22 1. No more than two (2) passes may be used on any one shift.
- 23 2. Use of a pass must be requested at the time of notification of mandatory
24 overtime, and the Supervisor will determine eligibility, no requests for passes will be accepted after
25 the schedule has been set by the Supervisor.
- 26 3. Passes may not be used on designated County holidays.
- 27 4. Passes may not be used if the resulting bump down causes another
28 employee to be placed on mandatory overtime in excess of agreed upon policy.

1 5. Passes may be denied if a Supervisor deems an emergency requiring all
2 available staff.

3 6. Grievances of this sub-section shall be limited to Step 3 of the grievance
4 procedure.

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

10 D. Eight (8) hours is the maximum number of mandatory hours that can be required
11 per mandatory assignment unless required for emergency situations and approved by the Division
12 Director or designee.

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

15 Section 10.13 **Shift Trade:** An employee on first or second shift shall have the right to trade
16 a shift on the same workday with another employee up to ten (10) times per year, upon their mutual
17 agreement, and with the approval of the appropriate supervisors (which shall not be unreasonably
18 withheld).

19 Section 10.14 **Daylight Savings Adjustment:** The Department will pay one (1) hour of
20 overtime to all employees working a nine-hour shift during the fall daylight savings adjustment
21 period. Employees working during the spring daylight saving time adjustment period will either take
22 one (1) hour of vacation or compensatory time, or one (1) hour of leave without pay, to cover the
23 reduction of their shift from eight hours to seven.

24 Section 10.15 **Cancellation of Scheduled Voluntary Overtime:** Employees must provide a
25 minimum of eight (8) hours of notice prior to cancelling their scheduled overtime.

26 **ARTICLE 11: SPECIAL DUTY ASSIGNMENTS AND WORK OUT OF CLASS**

27 Section 11.1 **Definitions.**

28 A. Special Duty Assignment – When an employee in a regular position is temporarily

1 assigned to an existing classification, and the duties comprise the majority of the work performed for
2 a minimum of 30 calendar days.

3 1. Temporary employees, including TLTs, are not eligible for special duty
4 assignments.

5 2. Base Position – The employee’s underlying position while on special duty
6 assignment.

7 3. Base Union – The Union that represents the employee’s base position.

8 4. Acting Union – The Union that represents the special duty position or body
9 of work.

10 **Section 11.2 Duration.**

11 A. Depending on the type of special duty assignment needed, an assignment may be
12 made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following
13 circumstances:

14 1. 30 days to 12 Months – Shall be approved by the director or designee to
15 provide additional staffing:

16 (a). Due to work that exceeds either the volume and/or complexity of
17 what is routine and is for a limited duration.

18 (b). Due to unforeseen work caused by unique circumstances, which
19 are not expected to reoccur.

20 (c) Needed to either develop and/or implement, a new function,
21 system, or proposal.

22 (d) To backfill for a vacant regular position.

23 2. Up to Three Years – Shall be approved by the Director of Human Resources
24 or designee: To perform a significant or substantial body of work such as a non-routine project or
25 related to the initiation or cessation of a County function, project or department.

26 3. Up to Five Years – Shall be approved by the Director of Human Resources
27 or designee:

28 i. To backfill a regular position, when:

1 a) An employee is absent because of an extended leave of
2 absence for a medical reason;
3 b) An employee is absent because of military service; or
4 c) An employee is absent because of a special duty or other
5 assignment.

6 ii. To staff or backfill staff on a clearly defined grant-funded, capital
7 improvement, or information systems technology project.

8 B. FLSA-exempt special duty assignments shall be made in full-workweek
9 increments, from Saturday through Friday.

10 C. An employee's special duty assignment will end when management becomes
11 aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a
12 30-day absence, whichever occurs first.

13 **Section 11.3. Recruitment.** Special duty positions shall be posted, and a selection process
14 will be conducted for special duty assignments. Notice shall be provided to the affected work group
15 or department (if appropriate) at least 10 days prior to filling the position.

16 A. The County reserves the right to fill with a 29-day working-out-of-class
17 assignment or special duty position while conducting a selection process.

18 B. If an employee is hired into a regular position and served in a special duty position
19 doing the same or substantially similar work of the regular position within one year of that hire, the
20 employee shall receive credit towards the employee's probationary period for the time served in the
21 special duty role. If the time served in that special duty position was longer than the required
22 probationary period, the employee's probationary period shall be considered served.

23 **Section 11.4. Pay.**

24 A. An employee on special duty assignment that has a higher top step rate of pay will
25 be placed at the first step of the special duty classification pay range or be paid a flat 5% above the
26 employee's base rate of pay, whichever is higher.

27 B. If an employee's pay in their base position includes hourly longevity and/or merit
28 pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the

1 hourly longevity and/or merit pay amount and may result in merit-over-top pay while in special duty.

2 C. An employee on special duty will continue to advance through the wage steps of
3 their base pay range while on special duty. If the employee is at their top step in the base
4 classification, the employee will advance to the next step of the special duty classification.

5 D. Special duty pay shall not be considered part of an employee’s base pay rate for
6 purposes of pay rate determination for promotion or reclassification, cash-out of vacation, Benefit
7 Time (BT), or sick leave, or vacation or sick leave donations. If an Employee who served in the
8 Special Duty Assignment is hired into the position, step placement on promotion into a special duty
9 classified position shall be the first step of the position that does not result in a loss of pay the
10 employee was paid when working the special duty position; however, the appointing authority may
11 place the promoted Employee at a higher step when the appointing authority determines this action is
12 warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130,
13 as amended.

14 E. If the special duty assignment is FLSA non-exempt, the employee’s special duty
15 pay will be used for the computation of overtime and compensatory time.

16 F. When the special duty assignment is completed, the employee’s pay shall revert to
17 the pay rate the employee is eligible to receive under the terms of this CBA.

18 G. Compensation, hours of work, and applicable contractual working conditions shall
19 be consistent with the acting (i.e., special duty) union’s collective bargaining agreement from the
20 time the employee is placed in the assignment until the time the employee returns to their base
21 position. Contractual provisions relating to the base position (e.g., reduction in force and seniority)
22 shall continue to apply during the special duty assignment.

23 **Section 11.5 Paid Leave While on Special Duty.** Paid leave taken while on a special duty
24 assignment shall be at the employee’s special duty pay rate.

25 **Section 11.6 FLSA Status Change.** Below summarizes how compensatory time and
26 executive leave are handled when there is an FLSA status change between the employee’s base
27 position and the special duty assignment:

| | | |
|--------------------|---|--|
| FLSA Change | FLSA Non-Exempt Base Position to FLSA Exempt | FLSA Exempt Base Position to FLSA Non-Exempt Special Duty |
|--------------------|---|--|

| | Special Duty | |
|--|--|---|
| <p>1 2 3 4 5 6 7 8 9 10</p> <p>Compensatory Leave</p> | <p>Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.</p> | <p>The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment pursuant to the terms of the CBA covering the Special Duty position.</p> <p>Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.</p> |
| <p>11 12 13 14 15 16 17 18 19 20 21</p> <p>Executive Leave</p> | <p>Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The Executive Leave award is in accordance with the terms of the CBA.</p> <p>The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.</p> | <p>The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.</p> |

22 **Section 11.7. Seniority Accrual.** An employee on Special Duty will continue to accrue
23 seniority in their base classification. **Section 11.8 Working Out-of-Classification:** Working-
24 out-of-classification occurs when an employee in a regular position is temporarily assigned by the
25 Department Director or designee, to perform the duties of a higher paid classification for less than thirty
26 (30) consecutive calendar days. Employees working-out-of-classification may not be required to
27 perform all of the responsibilities of the higher-level classification, and therefore may continue to
28 perform some of the responsibilities of their base position.

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

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

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

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

15 **ARTICLE 12: REDUCTION IN FORCE**

16 **Section 12.1** Regular employees selected for layoff as a result of efficiencies, lack of funds
17 and/or a lack of work shall be laid off according to seniority in classification.

18 **Section 12.2** An employee designated for layoff within a specific classification may move to
19 another unit or position within that classification based on their seniority in the classification. Where
20 multiple staff occupy the same unit, shift, or days off, the least senior staff person within the group
21 will be displaced. If there is no position within the classification to which the employee can move,
22 the employee may select a position in a job classification previously worked at the agency, based on
23 total agency seniority, provided:

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

25 B. The demonstrated job performance in the former classification was at acceptable
26 standards.

27 **Section 12.3** Employees subsequently displaced as a result of the selection made by the laid
28 off employee, may in turn exercise their lay-off rights as described above.

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

3 **Section 12.4 Seniority Calculation:** For the purposes of this Agreement and all Articles,
4 seniority shall be defined as length of continuous regular service without a break in that service.
5 Classification seniority shall include seniority accrued within the current job class while employed by
6 the former Department of Youth Services.

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

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

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

18 **D. Seniority Tiebreaker:** In the event there are two or more employees within the
19 with the same classification and seniority, the tiebreaker shall be based upon the submission date of
20 the job applications for the classification during the applicable recruitment, including the exact time
21 when the application was submitted.

22 If job application dates and times are unavailable, seniority tiebreaker will be based upon total
23 Juvenile Division seniority, which shall include seniority accrued with the former Department of
24 Youth Services. If seniority is still tied, the next tiebreaker shall be based upon total King County
25 seniority. If seniority is still tied, then the County will decide the order of layoff, and the County may
26 consider performance in making the decision.

27 **Section 12.5 Re-call Rights:** Regular employees laid off or bumped due to lack of work or
28 lack of funds; or terminated due to no vacancies available for reversion rights (per Article 15, Section

1 15.3) shall have re-employment rights to the same kind and level of position held at the time of
2 layoff, if such a position becomes available within two (2) years from the date of layoff. Laid-off
3 regular employees shall have recall rights to any vacant position within their classification. In such
4 cases, the seniority status accrued at the time of layoff shall be reinstated when the employee returns
5 to regular employment with the Juvenile Division of the Department.

6 **Section 12.6 Cash Out Upon Layoff:** Regular employees shall be paid in cash, upon layoff
7 from County employment, for any vacation accrued.

8 **ARTICLE 13: GRIEVANCE PROCEDURE**

9 **Section 13.1 Statement of Purpose:** The Guild and County recognize the importance and
10 desirability of settling grievances promptly and fairly in the interest of continued good employee
11 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest
12 level of supervision. Employees will be unimpeded and free from restraint, interference, coercion,
13 discrimination or reprisal in seeking adjudication of their grievances.

14 **Section 13.2 Definitions and Conditions:**

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

17 **B.** The provisions of this Article (Grievance Procedure) will not apply to
18 probationary, temporary, provisional and TLT employees if they are disciplined or discharged
19 because the employees are in “at-will” employment status and not subject to “just cause.” Employees
20 in at-will employment status may be separated from employment without the right to grieve or appeal
21 their separation or discipline, including demotion.

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

24 **2.** Hiring decisions shall be the sole province of management and as such are
25 not able to be grieved under the terms of this Agreement.

26 **3.** Grievances shall start at Step 1, except that grievances related to discipline
27 issued by the Division Director will begin at Step 2; grievances related to discipline issued by the
28 Department’s Deputy Director shall begin with the Department Director at Step 2, and grievances

1 related to discipline issued by the Department Director shall begin at Step 3.

2 4. Letters of corrective counseling or performance related documents (e.g.,
3 Performance Improvement Plans) are not considered discipline and may not be grieved above step
4 3 in this Agreement.

5 **C. Exclusive Representation:** The Guild will not be required to pursue employee
6 grievances if in the Guild's opinion, such lack merit. With respect to the processing, disposition
7 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Guild
8 will be the exclusive representative of the employee. However, if employees also have access to the
9 Personnel Board for adjudicating grievances, the selection by the employee of one procedure will
10 preclude access to the other procedure; selection is to be made no later than at the conclusion of Step
11 2 of this grievance procedure. Copies of all written reprimands, suspensions, disciplinary demotions
12 or discharges shall concurrently be forwarded to the Guild. Though employees will have no
13 independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint
14 may be presented first to their supervisor. If the issue is not resolved, the Guild may refer it to
15 Step 1.

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

21 **Section 13.3 Grievance Steps:**

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

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

28 2. If the Guild does not advance the grievance to Step 2 within thirty (30)

1 calendar days after receiving the Division’s written decision, the grievance will be precluded from
2 further advancement.

3 **B. Step 2: Department:**

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

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

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

11 1. The Labor Relations Negotiator will have thirty (30) calendar days from the
12 receipt of the timely written request for a Step 3 meeting in which to meet with the employee and
13 Guild representative and provide a written response to the Guild.

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

18 **Section 13.4 Step 4 Arbitration:**

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

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

27 **C.** The arbitrator’s fee and expenses will be paid equally by the parties. Each party
28 shall bear the cost of any witnesses appearing on the party’s behalf. Each party shall bear the cost of

1 preparation and presentation of the matter and all costs associated with the hiring/retaining of
2 attorneys in presenting the party's case.

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

6 **E.** The arbitration hearing will be conducted under the rules and regulations set forth
7 by PERC.

8 **Section 13.5 Timelines and Forfeiture:** Timelines may be extended by mutual written
9 agreement or as otherwise agreed to by the parties. Should the County fail to meet the timelines as
10 noted in Step 1 or Step 2, without an agreed extension, the grievance will automatically proceed to
11 the next step in the grievance process. Should the Guild fail to meet the timelines as noted, without
12 an agreed extension, the grievance will be considered withdrawn.

13 **Section 13.6 Alternative Dispute Resolutions:**

14 **A. Unfair Labor Practice:** The parties agree that thirty (30) calendar days prior to
15 filing an unfair labor practice (ULP) charge with the PERC, the complaining party will notify the
16 other party, in writing and the parties will discuss whether a meeting might potentially 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 (TRO) as relief for the alleged ULP. The complaining party
19 seeking a TRO will give the other party at least 24 hours' notice and promptly serve a copy of all
20 written material on the other party prior to the TRO hearing.

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

26 **ARTICLE 14: NON-DISCRIMINATION**

27 The County or the Guild shall not unlawfully discriminate against any employee with respect
28 to compensation, terms, conditions or privileges of employment because of race, color, age, sex,

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

6 **ARTICLE 15: WORK SCHEDULE ASSIGNMENT AND BIDDING**

7 **Section 15.1 Assignment of Work Schedules:** The establishment of reasonable work
8 schedules and starting times is vested solely within the purview of Department management and may
9 be changed as required to fill essential vacant posts that are not able to be filled through the open bid
10 process. In such cases, the changes will be made for regular career staff by seniority, and a two (2)
11 week notice of change will be given (unless the employee voluntarily waives the notice period),
12 except in those circumstances over which the Department cannot exercise control. The required two
13 (2) week notification period shall not commence until the employee has received the written
14 notification (includes email) of the proposed change (or the employee voluntarily waives the notice
15 period). All such schedule changes (either with a notice period or with the employee waiving the
16 notice period) shall be accompanied with the Guild receiving notice of such change. This section
17 shall not apply to staff in probation status.

18 Employees in probationary status will be assigned or receive work schedule modifications
19 during their probationary term as determined appropriate by the County for purposes of training and
20 evaluation during the probationary period, except as specified in Section 15.2 C. Probationary
21 employees will not be assigned a work schedule that could be filled by 15.2 (B).

22 **Section 15.2 Shift and Furlough Bids:** The County will, in its sole discretion, determine
23 shift, furlough, and work location (posts) assignments and what work schedules must be filled at any
24 given time in order to maintain effective and safe operations. Employees may bid for schedules as
25 follows:

26 **A. Annual bidding:** Work schedule assignments shall be made available by the
27 County on an annual basis during the last quarter of each calendar year for the period of twelve (12)
28 months for purposes of the Annual Bid, beginning on the second full pay period of the following

1 calendar year. Employees shall submit annual bids via the “live bid” process established by the
2 Department. Available shift, furlough and post assignments may be grouped as needed by the
3 County for purposes of Annual Bid options. Bid selections from available work schedules shall be
4 made during the “live bid” process established by the County based on seniority in classification,
5 provided that the employee has no restrictions that both cannot be accommodated and prevent their
6 ability to work an assignment and the employee meets the established eligibility criteria to bid on the
7 post as determined by the County. Employees that decline to bid during the live bid for whatever
8 reason shall be assigned a work schedule as determined by the Department. Employees that
9 successfully complete probation may select their initial regular work schedule based on what work
10 schedules are vacant and available at that time.

11 **B. Open Bidding:** After the Annual Bid process, employees may submit up to (2)
12 two requests per calendar year to change work schedules (i.e., open bids) from an annual bid
13 selection based on available work schedule vacancies that exist or may occur in the future. During the
14 months of April and September each calendar year or during additional times if specified in advance
15 by the Department. One bid for purposes of this Section shall mean one selected work schedule (i.e.,
16 shift, post, and furlough schedule) the employee has indicated they would like to transition into if the
17 schedule becomes vacant. If there are multiple bids for a shift and furlough schedule, the highest
18 senior bid will be selected to fill the schedule vacancy for the vacant shift and furlough schedule.
19 Once bids are on file they remain on file until December 31 or canceled by the employee. A cancelled
20 work schedule bid by the employee will still count toward the two Open Bid maximum per employee
21 per calendar year.

22 Should the Division determine that a vacant shift and furlough must be filled prior to the next
23 annual bid, it will first attempt to fill the vacancy based on the open bid documentation and seniority,
24 provided that:

- 25 1. The assignment change does not create an additional overtime burden.
- 26 2. The employee has no restrictions that both cannot be accommodated and
27 prevent their ability to work an assignment.
- 28 3. Employees moved during the open bid process must also accept the post

1 assignment for the vacancy.

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

5 C. **Eligibility:** Employees serving a probationary period due to being reinstated
6 within two (2) years after a medical termination or layoff may participate in the bid system.
7 However, employees in probationary status or written performance improvement plans may not
8 participate in the bid system, except employees serving a probationary period due to being reinstated
9 within two (2) years after a medical separation or layoff may participate in the Annual Bid or Open
10 Bid system as stated above.

11 D. All prior written agreements or practices regarding work schedule selection or
12 assignments shall not be effective following the full and final ratification of this Agreement.

13 **Section 15.3 Return to Previously Held Positions:** Consistent with King County Personnel
14 Guidelines, regular employees promoted within the Department who do not complete their
15 probationary period shall have a right to return to the job slot previously held within the bargaining
16 unit, if still vacant, or to a vacant position within the same bargaining unit in the same classification
17 within full seniority rights (less an adjustment for time spent in the other classification). If no
18 vacancy exists, the employee shall have recall rights as outlined in Article 11, Section 11.5, but shall
19 not be considered laid off. This right shall not apply to employees facing a disciplinary termination.

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

21 **Section 16.1 No Work Stoppages:** The County and the Guild agree that the public interest
22 requires efficient and uninterrupted performance of County services and to this end pledge their best
23 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not
24 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
25 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
26 County functions by employees under this Agreement and, should same occur, the Guild agrees to
27 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
28 a work stoppage if any of the above activities have occurred.

1 **Section 16.2 Guild's Responsibilities:** Upon notification in writing by the County to the
2 Guild that any of its members are engaged in work stoppage, the Guild shall immediately, in writing,
3 order such members to immediately cease engaging in such work stoppage and provide the County
4 with a copy of such order. In addition, if requested by the County, a responsible official of the Guild
5 shall publicly order such employees to cease engaging in such a work stoppage.

6 **Section 16.3 Disciplinary Action:** Any employee who commits any act prohibited in this
7 Section will be subject to the following action or penalties:

8 A. Discharge.

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

10 **ARTICLE 17: TEMPORARY EMPLOYEES**

11 **Section 17.1 Definitions:** Pursuant to Article 1, Section 1.3, temporary employees (i.e., STT
12 and TLT) are defined in KCC, as amended, and includes the following distinctions:

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

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

19 **Section 17.2** The County may hire temporary employees to work in bargaining unit positions.
20 The work schedules and work assignments for all temporary employees shall be determined by the
21 County.

22 A. Temporary employees shall only be used to fill vacant posts or positions and shall
23 not displace a regular employee from their bidded work schedule or be prioritized over a permanent
24 employee's ability to fill a vacant schedule during open bid. Temporary staff may work on call to fill
25 any vacant slot on the schedule or partial work assignments. TLTs may be assigned to any ongoing
26 vacant schedule not already filled by a permanent employee.

27 B. Temporary employees (STT and TLT) shall be compensated at the appropriate step
28 in Addendum A of the CBA as determined by the King County Contingent Worker Manual

1 (KCCWM), as amended. Temporary employees shall not be eligible for any premium pays, except
2 TLTs shall be eligible for Overtime Pay as provided in Section 10.7, Field Training Officer, Shift
3 Differential, Language Premium, and Education Incentive Pay. Temporary employees will not be
4 eligible for tuition reimbursement.

5 **Section 17.3** No temporary employees shall accrue seniority. Among TLTs, hire dates shall
6 be used in lieu of seniority rank if applicable.

7 **Section 17.4** Short-Term Temporary (STT) employees shall not be eligible to receive insured
8 benefits or paid leaves, except as provided for under KCC 3.12, as amended, and as required by state
9 law.

10 **Section 17.5 Overtime:** Short-term temporary (STT) employees shall be compensated for
11 overtime only as required by the Fair Labor Standards Act (FLSA). The FLSA work week is defined
12 as Saturday through Friday (i.e., the first moment of Saturday to the last moment of Friday). STT
13 employees shall not be subject to Mandatory Overtime or eligible to accrue Compensatory Time.

14 **ARTICLE 18: GUILD LEAVES AND USE OF RESOURCES**

15 **Section 18.1 Guild Leave Of Absence:** *Upon* written application, and with two weeks'
16 notice, a regular employee elected or appointed to a Guild office that requires all of their time shall be
17 given a leave of absence without pay from work, normally not to exceed a period of five (5) years.
18 Leave may not be approved for more than one Guild member at a time. A regular employee
19 designated by the Guild to serve on official Guild business that requires a part of their time shall be
20 given a leave of absence without pay from work, provided it can be done without detriment to County
21 services and at least forty-eight (48) hours' written notice is given to the Division. The employee
22 shall not suffer a loss of bargaining unit seniority rights for any Guild Leave of Absence and shall
23 accumulate the same during such leave.

24 **Section 18.2 Facilities:** Department space and facilities may be used by the Guild for the
25 purpose of holding meetings subject to the established policies governing the use of facilities.

26 **Section 18.3 Electronic Devices:** The County will permit Guild officers and stewards the
27 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment
28 to communicate regarding Guild business related to the County. These communications will be

1 consistent with state law and the County’s Acceptable Use of Information Assets Policy. The
2 communications and the use of the County’s equipment and systems must be brief in duration and
3 accumulation and must not interfere with or impair the conduct of official County business. The
4 parties understand and agree there is no guarantee of privacy in the communications described herein
5 and that such communications may be subject to disclosure under the Public Records Act.

6 **Section 18.4 Bulletin Boards:** The County agrees to provide bulletin boards in areas
7 accessible to the members for the use of Guild officers and stewards to post announcement of
8 meetings, election of officers, and any other Guild materials. No materials of a political nature can
9 be posted by the Guild.

10 **ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN**

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

16 **ARTICLE 20: SAVINGS CLAUSE**

17 Should any part hereof or any provision in this Agreement be rendered or declared invalid by
18 reason of any existing or subsequently enacted legislation, or by any decree of a court of competent
19 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
20 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
21 negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement
22 shall remain in full force and effect.

23 **ARTICLE 21: WAGE RATES & PAY INCENTIVES**

24 **Section 21.1 Pay Ranges:** Pay ranges and pay range assignments for each classification are
25 set forth in Addendum A.

26 **Section 21.2 Step Increases:**

27 **A. Probationary employees.** Employees shall be advanced to the next pay step upon
28 satisfactory completion of the first six (6) months of employment during a (12) month probationary

1 term. Additionally, upon successful completion of a (12) twelve-month probationary period (or
2 successful completion of probation extension if applicable), the employee shall be advanced to the
3 next step on the wage scale after the probation completion date.

4 Employees that are only required to serve a six-month probationary term will only be eligible
5 to receive a one-step increase after successful completion of their probationary period, and then the
6 terms of 21.2 (B) shall apply.

7 **B. Regular employees.** Annual step increases will be given after the wage increases
8 described in Section 21.2(A) above, if the employee's work performance and work habits are
9 satisfactory, and until such time that the employee has reached Step 10. Employees shall commence
10 receiving the next higher pay step within their classification on January 1st of the next calendar year,
11 provided they have completed probation by September 30 of the previous year.

12 **C.** The Department may place a newly hired or promoted employee with relevant
13 work experience above Step 1 if determined appropriate. Initial step placements are not subject to the
14 grievance procedure.

15 **Section 21.3 Wages:**

16 **A. Cost of Living Adjustments.** There will be three cost-of-living adjustments
17 (COLA) effective January 1, 2026, January 1, 2027, and January 1, 2028. The COLA will be applied
18 to all base rates of pay, consistent with the formula below. Regardless of the result calculated using
19 this formula, the annual COLA shall not be more than 4% and shall not be less than 2%. In addition,
20 in 2026 only, the County will provide an additional 2% market rate increase to the COLA amount.

21 COLA adjustments will be 95 percent (95%) of the average growth rate of the six prior bi-
22 monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban
23 Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June in
24 the year prior to which the COLA will be applied. For example, the wage adjustment for January 1,
25 2026, shall be calculated as the average of the year-over-year percentages from the August 2024,
26 October 2024, December 2024, February 2025, April 2025, and June 2025 values of the CPI-W. For
27 the 2027 COLA only, the average will be calculated as above, however omitting October 2025 due to
28 no data produced.

1 A year-over-year change means the percentage change in the CPI-W for that measurement
2 compared to the CPI-W for the same month the prior year. For example, the June 2025 year-over-
3 year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W

4 **Section 21.4. Longevity.** Qualified employees shall be eligible for a longevity premium based
5 upon years of service and determined by the employee hourly base rate of pay, as follows:

6

| 7 Completed Years of 8 Service in a Bargaining 9 Unit Position | 10 Added to Base Hourly 11 Rate |
|--|------------------------------------|
| 12 5 | 13 1% |
| 14 10 | 15 2% |
| 16 15 | 17 3% |

18 Years of service is measured by the employee’s adjusted service date based on date of hire in
19 a position represented by the bargaining unit. Longevity premium pays shall be included in base pay
20 for overtime compensation.

21 **Section 21.5 Field Training Officer (“FTO”) Program:**

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

26 **B. Temporary FTO.** If an employee is assigned in writing to function as a Temporary
27 FTO on a short-term basis with mutual agreement, the employee will instead be eligible for work out
28 of class or special duty pay and terms depending on the duration of the assignment per those sections
of the CBA.

C. FTO Program. The Department shall determine the number of FTOs needed, the
duration of FTO assignments, and whether to add, modify, or remove individual FTO assignments
based on FTO performance concerns, changes in staffing levels or shift needs, extended leaves of
(30) calendar days or more, or sustained disciplinary issues. FTO assignments will be voluntary in
nature. Change in FTO status will be provided in writing and may be appealed to the Division
Director, but not subject to appeal via the grievance procedure.

1 **Section 21.6 Shift Differential:** Employees in a classification that is regularly assigned to a
2 24/7 schedule shall receive a two percent (2%) shift premium over their base rate of pay for all
3 straight time hours worked between the hours of 1500-0700 on their regularly scheduled shift.
4 Employees assigned to transitional/alternative duty assignments that are not regularly assigned to a
5 24/7 schedule shall not be eligible for this premium during the transition/alternative assignment.

6 **Section 21.7 Education Incentive Pay:**

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

- 8 • Juvenile Detention Officers
- 9 • Orientation and Assessment Specialists
- 10 • Recreation Coordinators

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

12 1. Associate's Degree in a relevant field, or an equivalent number of credit
13 hours based on Division Director discretion, from an accredited college or university - 1% of the base
14 hourly wage.

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

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

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

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

25 **Section 21.8 Educational Reimbursement:** The County agrees to reimburse employees for
26 the cost of tuition and books when courses are taken at an accredited institution preapproved degree
27 work for all degrees (e.g., Associate, Bachelor, Master, PhD), provided that such courses are related
28 to the field of criminal justice, human services, psychology, sociology, education or child and/or

1 adolescent development, or a relevant field as determined by the County. The degree work will be
2 reimbursed provided the employee receives a grade of “C” or better or a “pass” if the course is
3 pass/fail. This reimbursement is limited to employees who have successfully passed their initial
4 probationary period at the time of requesting pre-approval. This reimbursement shall be limited to
5 \$5,250 per calendar year, which is currently the IRS annual cap for non-taxable employer provided
6 education. Should the IRS reduce the annual cap for non-taxable employer provided education, the
7 allowable reimbursement amount shall be reduced accordingly. Requests for reimbursement must be
8 submitted no later than thirty (30) calendar days after the employee’s completion of the qualifying
9 courses.

10 The employee must also remain with the Department for a minimum of two years following
11 receipt of final reimbursement. Employees who do not remain with the Department for the two years
12 following receipt of reimbursement will be required to return the reimbursement received, which may
13 be accomplished by the County by deducting from paychecks and/or accrued leave cash outs. Any
14 remaining balance will be due by the employee to the County at the time of separation.

15 **Section 21.9 Uniforms:** The Department has the right to modify any or all of the uniforms
16 worn by its employees. The County will provide Juvenile Detention Officers and the Recreation
17 Coordinator with an annual uniform voucher in the amount of \$350 to purchase uniform items
18 approved by the Department, except that new (not reinstated) Juvenile Detention Officers will be
19 eligible for \$450 for the first annual voucher only. New hires required to purchase clothing for the
20 Academy will do so at the expense of the County, separate from the annual uniform voucher.

21 **Section 21.10 Food Stipend/Voucher Transport Assignment:** Employees shall receive up to
22 a \$12.50 food stipend or voucher when required to work transport assignments exceeding two (2)
23 hours which occur during their regularly scheduled meal period.

24 **Section 21.11 Mandatory Overtime and Meal Benefit.** If an employee is required to work
25 mandatory overtime for four or more hours, upon request the employee will be provided a meal as
26 determined appropriate by the County based on what is available and the time of requested meal. The
27 Department shall determine the process that meals under this provision should be requested and
28 provided.

1 **Section 21.12 Ratification Incentive.** Effective upon the first day of the first full pay period
2 following the effective date of the ordinance, which is ten days following the King County
3 executive’s approval signature, eligible employees as described below will receive a one-time \$1,000
4 per employee ratification incentive assuming the contract is tentatively agreed upon by February 27,
5 2026, and successfully ratified.

6 The bonus, less mandatory deductions, will be paid to all active employees in a base position
7 represented under this CBA that are actively employed on both the successful Union ratification date
8 of this Agreement and the King County Council ratification date of this Agreement. Employees that
9 are not actively employed on either the Union ratification date or the King County Council
10 ratification date will not be eligible, except if the employee retires, is laid off, is deceased or is
11 medically separated and was employed on the Union ratification date but separates prior to the King
12 County ratification date will also be considered eligible to receive the bonuses.

13 **ARTICLE 22: MISCELLANEOUS**

14 **Section 22.1 Training:** The Guild and County have a shared interest in ensuring employees
15 have the adequate training they need to perform all functions of their job safely. The County shall
16 pay for any certification/license (except for driver’s licenses), continuing education, or training that is
17 required by the County for the position. This includes necessary release time that is preapproved.
18 The County will not pay the cost of obtaining or renewing a certification/license if it is subject to
19 premium or incentive pay. Training opportunities shall be announced to all eligible employees, as
20 determined by the County, and all eligible employees shall have equal access to training
21 opportunities.

22 **Section 22.2 Transitional Duty and Accommodations:** The County’s Transitional Duty
23 Policy (PER 22-6-1-EP), as amended, and Reasonable Accommodation Policy (PER-22-4-3-EP), as
24 amended, shall apply to all Guild members. The County will make reasonable efforts to find
25 transitional duty assignments for employees with temporary medical restrictions or disabilities.
26 Transitional duty assignments shall be made available on a first-come first-served basis.

27 **Section 22.3 Attendance Expectations:** The Division’s Attendance Policy shall be the
28 DAJD Employee Punctuality Policy 1.03.034 and pursuant to the terms in MOA 297U0126 JDO

1 CBA (2026-2028) Supplementary Agreements.

2 **Section 22.4 Code of Conduct and Department Policies:** Employees shall comply with the
3 Department’s General Policy Manual Employee Code of Conduct and all Department Policies. Any
4 prior Agreement providing an exception to a Department Policy shall not be effective after the full
5 and final ratification of this agreement.

6 **Section 22.5 Break Areas and Provisions:** The County shall ensure that there will be
7 adequate refrigeration space, break room space, and facilities to reheat food. The County agrees to
8 provide adequate facilities for the disposal of garbage and recyclables near the break area. The
9 County will continue to make food and beverage vending machines available and shall make
10 reasonable efforts to keep them stocked. The County agrees to make reasonable efforts to maintain
11 appliances and vending machines in working order.

12 **Section 22.6 Severe Inclement Weather or Unanticipated Events:** Essential employees who
13 are required to work extended hours during severe inclement weather or other unanticipated events
14 may be provided meals or lodging as available, with prior approval by the Department Director, and
15 in accordance with King County Code.

16 **Section 22.7 Background Checks for Access to Criminal Justice Databases:** The
17 Department is an authorized participant in the ACCESS/WACIC system run by the Washington State
18 Patrol and is required to conform to all established policies and procedures established by the
19 Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall
20 conduct a background re-investigation every five years for all employees who use or work on the
21 connection to these systems.

22 **ARTICLE 23: DURATION**


23 This Agreement shall become effective upon full and final ratification and approval by all
24 formal requisite means by the Metropolitan King County Council and the King County Executive and
25 shall be in effect January 1, 2026, through December 31, 2028. All sections of this Agreement shall
26 take effect prospectively, unless specifically indicated herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED this _____ day of _____, 2026.

By: _____
King County Executive

For King County Juvenile Detention Guild:



McKayla Floe
President
King County Juvenile Detention Guild

1 **ADDENDUM B**

2 **DETENTION SUPERVISOR STAFFING SUPPORT**

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

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

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

**ADDENDUM C
BILL OF RIGHTS**

1
2
3 **1.1** Employee Rights. It is agreed that the County has the right to discipline, suspend, demote
4 or discharge any employees for just cause.

5 **2.1** Bill of Rights

6 **2.1** Every employee who becomes the subject of an internal investigation shall be
7 advised in writing at the time of the interview that they are suspected of:

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

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

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

12 **2.2** Any employee who becomes the subject of a criminal investigation shall have all rights
13 accorded by the State and Federal constitutions and Washington law.

14 **2.3** The employee under investigation must, at the time of an interview, be informed of the
15 name of the person in charge of the investigation and the name of the person who will be conducting
16 the interview.

17 **2.4** Investigations that can reasonably be anticipated to involve an economic sanction shall be
18 handled through the procedures of the Internal Investigations Unit. Forty-eight (48) hours before any
19 interview commences, the employee who is the subject of the investigation shall be informed, in
20 writing, of the nature of the investigation, including the information necessary to reasonably apprise
21 the employee of the specific allegations of such complaints. Absent emergency circumstances,
22 employees considered as witnesses shall be provided notice of intent to interview in advance of any
23 interview with sufficient time to consult with Guild representation.

24 **2.5** The interview of an employee shall be at a reasonable hour, preferably when the
25 employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical,
26 interviews shall be scheduled during the normal workday of the County.

27 **2.6** At the cost of the requesting party and in accordance with Washington State Law, RCW
28 9.73, the employee or County may request that an investigative interview be recorded, either

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

4 **2.7** Interviewing shall be completed within a reasonable time and shall be done under
5 circumstances devoid of intimidation or coercion. The employee shall be afforded an opportunity
6 and facilities to contact and consult with his or her Guild representative before being interviewed, and
7 to be represented by the Guild representative to the extent permitted by law. The employee shall be
8 entitled to such reasonable intermissions as the employee shall request for personal necessities,
9 meals, telephone calls, consultation with his or her representative, and rest periods.

10 **2.8** The employee shall not be subjected to any profane language nor threatened with
11 dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said
12 employee, nor shall the employee be subjected to intimidation in any manner during the process of
13 interrogation. No promises or rewards shall be made to the said employee as an inducement to
14 answer questions. No employee will be publicly humiliated during the administrative leave process.

15 **2.9** Investigations shall be concluded within a reasonable period of time. Within a reasonable
16 period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-
17 disciplinary hearing, the employee shall be advised of the results of the investigation and the
18 recommended disposition (which may be a range of possible dispositions) and shall be provided a
19 copy of the investigatory file.

20 **2.10** All interviews shall be limited in scope to activities, circumstances, events, conduct or
21 actions which pertain to the incident which is the subject of the investigation. Nothing in this section
22 shall prohibit the County from questioning the employee about information which is developed
23 during the course of the interview.

24 **2.11** Should any section, subsection, paragraph, sentence, clause or phrase in this Article be
25 declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the
26 remaining portions of this Article.

27 **2.12** The Guild recognizes the Department’s effort to improve procedures involving
28 complaints against its members. In an effort to ensure that these procedures are accomplishing their

1 goals, there will be an annual review of the procedures in a meeting between the Guild and the
2 Department's Administration.

3 **2.13** The County agrees that it will not request or require any Guild member to submit to a
4 polygraph examination during an internal investigation.

5 **2.14** Fitness for Duty: The County retains the right to require employees to submit to
6 medical or psychological examinations when the County has significant evidence that could cause a
7 reasonable person to inquire as to whether an employee is still capable of performing the essential
8 functions of their job. Specifically, the County must have a genuine reason to doubt whether an
9 employee can perform job-related essential functions. Investigations into an employee's fitness for
10 duty shall be conducted in the following manner:

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

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

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

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

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

1
2
3
4

**ADDENDUM D:
BILINGUAL PAY**

5
6
7
8
9
10
11

1. **Bilingual Pay Position Designation.** Effective prospectively upon ratification and implementation of the CBA, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. Employees in such designated positions are eligible to receive bilingual pay premiums as defined below. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual services.

12
13
14
15
16
17
18

2. **Employee Eligibility and Pay Premiums.** Employees in bilingual pay premium eligible positions must demonstrate sufficient language proficiency in the target language as determined by the County. Employees may be required to successfully retest their language proficiency at any time. Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive more than one bilingual pay premium or additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is excluded on all hours compensated but not worked.

19
20
21
22

A. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties include the “desired” use of one (1) or more specific non-English language or ASL will receive a \$1.00 per hour premium on actual hours worked. Position must have specific non-English language(s) or ASL proficiency indicated as “desired” by the County in the job posting or other written notice for the position.

23
24
25
26
27

B. Bilingual Skills Required Pay Premium. Eligible employees whose job duties include the “required” use of one (1) or more specific non-English language or ASL will receive a \$2.00 per hour premium on actual hours worked. Position must have specific non-English language(s) or ASL proficiency indicated as “required” by the County in the job posting or other written notice for the position.

28

3. **Testing.** Language proficiency testing and release time will be provided in accordance with County policy.

1 4. **Indemnification.** The County shall indemnify employees consistent with King County
2 Code 2.21.060.

3 5. **Initial Implementation of Bilingual Pay Premium.**

4 A. The parties bargained for a prospective bilingual pay premium intended to replace
5 existing, outdated language stipend pay provisions for consistency and standardization (former
6 Section 21.1 on language stipend).

7 B. The following represents the parties' agreement on the terms of implementation for
8 such employees to be designated and paid a bilingual pay premium consistent with this new
9 Addendum D on bilingual pay.

10 C. Pursuant to this Addendum D, the County at its sole discretion will determine
11 whether the use of one (1) or more specific non-English language or American Sign Language (ASL)
12 is desired or required for specific job duties and positions. The County may end or modify the
13 assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums
14 at any time, which will result in the immediate termination of the bilingual pay premium. Any
15 employee deemed ineligible for a bilingual pay premium shall not be required to provide such
16 services.

17 D. The County will provide a list of employees who are currently receiving a
18 bilingual pay premium and a designation of whether their position is designated as desired or required
19 to use of one (1) or more specific non-English language or ASL to the Guild. The County will then
20 notify those employees of their position designation and eligibility for the respective pay premium.

21 E. Employees whose positions are designated as desired or required during this
22 implementation phase may decline the designation and shall be ineligible to receive bilingual pay
23 premiums except employees whose positions were designated as bilingual required at the time of hire
24 may not decline the designation.

25 F. Employees may be required to successfully test their language proficiency to be
26 eligible for bilingual pay premiums following this designation. Employees who do not demonstrate
27 proficiency will not be eligible for bilingual pay premiums and shall not be required to provide such
28 services.

 G. This Section 5 is effective upon ratification and implementation of the CBA
successor agreement and shall expire 30 days after all designations have been made during initial
implementation, unless extended by mutual agreement of all parties.

 G. This Section 5 does not constitute a practice or precedent and cannot be used by

either party in any matter or proceeding, except for the purpose of enforcing the Agreement itself.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

**Memorandum of Agreement
By and Between
King County
and
King County Juvenile Detention Guild**

Subject: JDO CBA (2026-2028) Supplementary Agreements (MOA #297U0126)

Background

- A. King County (County) and the King County Juvenile Detention Guild (Guild) are parties to a collective bargaining agreement (January 1, 2025, through December 31, 2025) and have recently reached a tentative agreement on a successor CBA (January 1, 2026, through December 31, 2028).
- B. The purpose of this Memorandum of Agreement (MOA) is to memorialize a few agreements and understandings that will not be expressly included in the successor CBA.

Agreement

By signing below, all parties acknowledge they understand and agree to the following terms:

1. Impact bargaining obligation discharged concerning new Job Analysis Forms to replace Essential Functions Form and related DAJD forms. Job Analysis and other forms/policy will include mandatory overtime as an essential function of the Juvenile Detention Officer job & all 297 job classes.

- A. **Context.** The parties (Guild and County) acknowledge that pursuant to PERC Case 13912-U-24, PERC found in brief that for Juvenile Detention Officers the addition of mandatory overtime on DAJD forms as an essential function was a permissive subject of bargaining. However, the PERC decision noted the County did have an obligation to bargain the mandatory effects of including mandatory overtime as an essential function for the JDO job classification.
- B. The parties have decided to discharge the effects bargaining obligation of the County's decision to implement and use a new Job Analysis Form (to replace the existing Essential Functions Form) that include mandatory overtime as an essential function of all KCJDG 297 bargaining unit job classifications. This also includes related updates to various DAJD policies (e.g., Return to Work that cite prior Essential Functions Form that will be replaced with the Job Analysis Form) and supplementary forms/policies that may also list mandatory overtime as an essential function (e.g., medical follow-up forms, job announcements etc.). The Guild acknowledges the Job Analysis Form for JDOs with mandatory overtime listed as an essential function has been reviewed and considers any bargaining obligations resolved with the terms of this MOA.

- C. The Guild acknowledges the County will implement use of the Job Analysis Forms for 297 bargaining unit classifications effective January 1, 2026. The County and Guild acknowledge the current practice of deducting Family and Medical Leave (FML) hours when an employee has a mandatory overtime FML restriction and is unable to perform required mandatory overtime assignments will continue consistent with current practices.

- D. The County will agree to establish a “temporary abeyance period” from January 1, 2026 to December 31, 2026, applied to employees in this bargaining unit whereby the County will agree, in a specific circumstance, to not medically separate employees due exclusively to an inability to perform mandatory overtime assignments when the employee exhausts their FML accruals. The County may conduct medical separation for other reasons, and this abeyance period on medical separations applies only to the potential action of a medical separation due solely to an inability to perform mandatory overtime when required during the temporary abeyance period stated above. This temporary abeyance period shall expire on January 1, 2027, and shall have no effect thereafter.

The parties agree that after the temporary abeyance period has concluded the County may conduct medical separations due to inability to perform mandatory overtime in circumstances when an employee has exhausted their FML protected leave accruals and continues to be unable to perform mandatory overtime assignments when required.

2. Employee Attendance Policy.

- A. The Guild has received a copy of the Employee Punctuality Policy 1.03.034 that will replace and permanently expire the prior 2003 3.10 Tardiness Policy. Other Juvenile Division policies and procedures related to tardiness and punctuality will be updated after this MOA is executed to accurately reflect Employee Punctuality Policy 1.03.034 that will become effective January 1, 2026.

- B. As part of the initial implementation of the Employee Punctuality Policy starting on January 1, 2026, employees that had prior tardies in 2025 will not be counted under the new Employee Punctuality Policy.

3. Article 15: Work Schedule Assignment and Bidding.

- A. As part of the parties TA concerning Article 15 Work Assignment and Bidding, the parties agree management may exercise its ability (per CBA terms) to develop and

implement new modifications to post assignments (e.g., 15.2). Management may modify the definition & scope of responsibility of some available “posts” prior to Annual Bids. See tentative PLAN 1 below.

- B.** The revised Article 15 continues to allow seniority-based bidding on posts, shift, and furlough, but the parties agree the County has the ability to group or reconfigure shift (work start/end times), post assignments (work location/responsibilities), and furlough (day off) schedule components related as determined necessary by the County for purposes of work scheduling.
- C.** Additionally, “Plan 2” (below) is about establishing the County’s ability to create eligibility criteria for a JDO to have the option to bid on non-Living Hall posts that require specialized skills not necessarily learned or needed with standard Living Hall work. This new eligibility criteria would apply to specialized posts in ARV, Central Control, Court Services, and Health Clinic.
- D.** The exercise of these management actions will not generate additional bargaining obligations for the County and shall be considered contractually compliant exercises of management decision-making within the shared understanding of Article 15 between the parties. This is not intended to foreclose the Guild from sharing feedback to management to consider related to Plan 1 or Plan 2 or to grieve alleged violations that may occur not addressed by this shared understanding or to demand to bargain other issues not addressed in this shared understanding or the CBA terms.

E. TIMELINE

- i. 2025 Annual Bid (current work schedules effective January 2026):** No change.
- ii. 2026 Annual Bid (new schedules effective January 2027) -- PLAN 1**
Division tentatively plans to remove “Rover” posts prior to the 2026 Annual Bid as a stand alone post type while establishing a more broadly defined “Living Hall Post” that includes boys and girls living halls and posts that were previously separate Rover posts. Intent is to increase coverage of living units, improve safety for staff/youth with more balanced levels of experienced staff in living halls, and reduce disruption of programming in alignment with CBA.
- iii.** In 2026 Annual Bid, the Division *may* also (per PLAN 2) separately create and add new eligibility criteria for JDOs to bid on non-Living Hall posts that require specialized skills not necessarily learned or needed with the

Living Hall work. More specifically, the new bid eligibility criteria would be applicable to ARV, Central Control, Court Services, and Health Clinic. The aim is to ensure experienced and qualified JDOs are the individuals able to bid and work these more specialized posts that require additional training and experience.

- iv. **2027 Annual Bid (new schedules effective January 2028) -- PLAN 2**
In 2027 Annual Bid, Division intends to implement eligibility criteria for specialized posts (if not already in place from 2026 Annual Bid). A JDO interested in bidding on a specialized post type would need to first meet its eligibility criteria.

For the King County Juvenile Detention

Guild:

Signed by:

Mckayla Floe

930D73943CDF449...

Mckayla Floe, Guild President

4/8/2026

Date

Signed by:

Ryan Luftkin

27BD002EA2214D9...

Ryan Luftkin, Guild Legal Counsel

4/9/2026

Date

For King County:

Signed by:

Ahmed Ali

C84EA26A3DD6446E...

Ahmed Ali, Labor Relations Negotiator

On behalf of:

Andre Chevalier, Labor Relations Manager

4/9/2026

Date