

**Coalition Labor Agreement (CLA) – Appendix for [296]
 Agreement Between King County
 And
 King County Juvenile Detention Guild
 Non-Supervisory Staff - Juvenile Division (Q3)**

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ARTICLE 1: PURPOSE, LABOR-MANAGEMENT COMMITTEE AND DEFINITIONS .. 1
 ARTICLE 2: GUILD RECOGNITION..... 3
 ARTICLE 3: RIGHTS OF MANAGEMENT 5
 ARTICLE 4: EMPLOYEE RIGHTS..... 6
 ARTICLE 5: HOLIDAYS 10
 ARTICLE 6: VACATION USE, SCHEDULING, AND CANCELLATION 13
 ARTICLE 7: HOURS OF WORK AND OVERTIME 16
 ARTICLE 8: REDUCTION IN FORCE 21
 ARTICLE 9: WORK SCHEDULE ASSIGNMENT AND BIDDING 23
 ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION 25
 ARTICLE 11: TEMPORARY EMPLOYEES 26
 ARTICLE 12: WAGE RATES..... 27
 ARTICLE 13: MISCELLANEOUS 29
 APPENDIX A: BILL OF RIGHTS 32
 ADDENDUM A: WAGES

1 These Articles, together with the Coalition Labor Agreement (CLA), constitute an Agreement
2 between King County (County) and the Juvenile Detention Guild (Guild).

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

6 **Section 1.1 Application of (CLA):** The CLA shall apply to the individual bargaining unit's
7 employees as follows:

8 A. The Preamble in its entirety.

9 B. All Superseding provisions except:

- 10 ▪ CLA Article 27.1.B regarding personnel files. Appendix Article 4.2
11 supersedes.
- 12 ▪ CLA Article 10.2. regarding holiday observance when the holiday falls on a
13 Saturday or Sunday does not apply to employees in classifications assigned to
14 a required seven day a week operation. Appendix Article 5.1.B supersedes.
- 15 ▪ CLA Article 9 as it relates to vacation leave caps and dates of hire. Appendix
16 Article 6.6 supersedes.
- 17 ▪ CLA Article 33.2 does not apply when employees are assigned to work out of
18 class to backfill a required post in the Juvenile Division, such as Corrections
19 Supervisor. In such , a two (2) hour minimum shall apply. All other work out
20 of class assignments shall be pursuant to CLA Article 33.2.

21 C. All non-superseding provisions, unless otherwise noted in this Appendix or in the
22 CLA.

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

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

28 B. The role of the LMC is to oversee the tasks and/or committees called for in this

1 Agreement and to provide the necessary coordination on matters involving the following principles:

- 2 • To deal jointly with issues
- 3 • To maintain and improve labor-management relations and communications
- 4 • To establish commitment, mutual trust, and mutual respect
- 5 • To help identify and solve problems
- 6 • To provide a forum to exchange information
- 7 • To promote the highest degree of efficiency and responsibility in

8 performance of the work and the accomplishment of the public purpose of the Department and the
9 Juvenile Division

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

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

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

21 **Section 1.3 Definitions:** All undefined words under this Agreement shall have their ordinary
22 and usual meaning, except those words that have been defined under King County Code (K.C.C.)
23 3.12, as amended.

1 **ARTICLE 2: GUILD RECOGNITION**

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

9 **Section 2.2 New Hires:** The Guild will be provided thirty (30) minutes of access to new
10 hires during the Department New Employee Orientation, as provided under RCW 41.56.037, which
11 shall satisfy the provision of CLA Article 21.3 New Employee Orientation and CLA 21.4 Release
12 Time for New Employees.

13 **Section 2.3 Changes in Membership Dues, Fees, and Assessments:** The Guild shall submit
14 to the County changes to the amount of dues, fees, and assessments for all members in writing by
15 December 15th of each year. To the extent the County does not receive changes from the Guild by
16 December 15th of each year, the County will continue to deduct the same amount of dues in the same
17 manner.

18 **Section 2.4 Guild Release Time:**

19 **A.** Up to three (3) regular employees shall be allowed time off from duty without loss
20 of regular pay to bargain a successor collective bargaining agreement (CBA) when negotiations or
21 mediation occur during their regular hours of work. One (1) regular employee shall be allowed time
22 off from duty without regular loss of pay to attend Joint Labor Management Insurance Committee
23 (JLMIC) meetings and negotiations that occur during the employee's regular hours of work. For all
24 bargaining distinct from a successor CBA, or JLMIC negotiations, up to two (2) regular employees
25 shall be allowed time off from duty without regular loss of pay when negotiations occur during their
26 regular hours of work. The County may adjust the employee's shift as necessary to permit
27 attendance.

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

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

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

10 **Section 2.5 Guild Leave Bank:**

11 **A.** For paid release time not otherwise covered above by the County, the Guild may
12 establish a business leave bank for representational duties and Guild activity. The bank hours shall
13 be established through the deduction of vacation hours only. Up to two (2) hours annually may be
14 deducted from each employee’s leave account to fund the leave bank. The County agrees to
15 administer the leave bank account, provided the Guild has the sole discretion to determine who may
16 use the business leave bank and under what circumstances.

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

C. Discipline of employees (including but not limited to, suspension, demotion, or discharge for just cause); provided that when a transfer is intended as a disciplinary sanction, it is subject to the Just Cause requirement per CLA Article 27.1;

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

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

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

1 **ARTICLE 4: EMPLOYEE RIGHTS**

2 **Section 4.1 Disciplinary Action:**

3 A. Disciplinary action shall be in accordance with CLA Article 27 and K.C.C. 3.12,
4 except that CLA Article 27.1.B shall not apply to this bargaining unit and the contents of Personnel
5 Files shall be pursuant to Article 4.2 below.

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

11 **Section 4.2. Personnel Files:**

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

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

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

1 subject to inspection.

2 3. Letters of Corrective Counseling are not disciplinary, and shall be removed from
3 the personnel file and Division-level working file twelve (12) months after issuance, but shall be
4 retained in Internal Investigations Unit (IIU) files as required for records retention and documentation
5 of notice. Disciplinary records shall not be stored in the working files maintained by the Division.

6 4. Other than corrective counseling notices, the employer will not maintain warning
7 records in the personnel file or discipline records not otherwise subject to the grievance procedure.

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

12 6. When a member of the bargaining unit applies for another position within the
13 Department, that employee’s personnel file is the only personnel file that the County may consider
14 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 maintained in personnel files.

17 **Section 4.3 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 4.4 Automated Vehicle Location (AVL) System:** County vehicles may be equipped
23 with an Automated Vehicle Location (AVL) system. The County’s “Automatic Vehicle Location
24 System Use Policy”, as amended, shall apply to all employees with the following modifications or
25 additions:

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

28 2. Any real time viewing of data is permissible only for operational reasons

1 and will not be used for surveillance of employees, whether to monitor performance or to justify
2 implementation of disciplinary actions.

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

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

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

13 6. All Public Disclosure Requests related to AVL data on Department
14 employees will be forwarded to Department Public Disclosure officials for response pursuant to the
15 Department's policies and procedures.

16 **Section 4.5 Personal Property:** Employees whose personal property is damaged during the
17 performance of their assigned duties shall have same repaired or replaced at County expense;
18 provided, that such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. The
19 County shall process claims with due speed upon receipt of the claim from the employee.

20 **Section 4.6 Safety Standards:** No employee shall be directed to work in a manner or
21 condition that does not comply with local, state, or federal safety regulations, or in a condition,
22 location or assignment which would constitute a physical hazard to the employee's health or well-
23 being. The County shall provide appropriately classified staff for the care, supervision and
24 transportation of youth.

25 **Section 4.7 Reclassified Positions:**

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

1 **Section 4.8 Conflicts of Interest Policy:** All employees shall adhere to the King County
2 Employment Conflicts of Interest Policy, as amended, in accordance with Memorandum of
3 Understanding (MOA) 296U0320.

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1 **ARTICLE 5: HOLIDAYS**

2 **Section 5.1**

3 **A. Observed Holidays:** All regular, probationary, provisional and term-limited
4 temporary employees (comprehensive leave eligible employees) who work a full-time schedule shall
5 be granted holidays with pay pursuant to CLA Article 10.1. Employees who work less than a full-time
6 schedule shall receive all holidays prorated to reflect their normally scheduled work weeks.

7 **B.** Employees in classifications assigned to a required seven day a week operation
8 shall observe all Holidays on the dates listed in CLA Article 10.1. CLA Article 10.2 shall not apply
9 to these classifications. When an employee’s scheduled work shift spans two (2) calendar days (e.g.
10 third shift), the holiday shall be considered to have occurred (be observed) on their shift which begins
11 on the holiday.

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

17 **D.** Whenever a holiday falls on a weekend, an employee whose regular furlough falls
18 on that holiday may take the immediately adjacent weekday off, provided that staffing needs are met.

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

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

26 **Section 5.3. Holiday Observance and Pay:**

27 **A. Work on Holiday.** Full-time employees who are eligible for holiday pay, who
28 work on an observed holiday pursuant to CLA Article 10, shall be paid at the rate of one-and-one-

1 half (1.5) their base hourly rate of pay, inclusive of Education premiums if applicable and in effect on
2 that day, for all hours worked on the holiday, and receive an additional eight (8) hours of holiday pay
3 at the straight-time rate.

4 **B. Furlough on Holiday.** Full-time employees who are eligible for holiday pay, who
5 are on furlough on an observed holiday under Section 5.1, shall either receive eight (8) hours of
6 straight time holiday pay for full-time employees, prorated for part-time employees working
7 schedules less than forty (40) hours each week or shall at their option receive a substitute holiday in
8 the form of vacation leave, pursuant to subsection E. Annually, no later than February 1, employees
9 shall make a selection for how they want their holiday leave hours credited for the year (pay or leave)
10 when they work on a holiday. In the event the employee does not indicate a preference, the employee
11 shall receive pay.

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

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

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

24 **Section 5.4 Holiday Staffing Levels:**

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

27 **B.** Employees to be relieved due to holiday staffing will be selected within each shift,
28 based on seniority on each shift (per Article 8, Section 8.4).

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

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

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

ARTICLE 6: VACATION USE, SCHEDULING, AND CANCELLATION

Section 6.1 Annual Vacation Bid for Community Corrections Placement Specialists, Community Surveillance Officers and Cook/Bakers.:

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

B. The rounds shall be processed as follows, and approved based on seniority in classification and operational needs, per this article:

Round 1: One request in consecutive full day (eight hour) increments

Round 2: One request in consecutive full day (eight hour) increments

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

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

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

1 **Section 6.2 Requests After Annual Bid for Community Corrections Placement Specialists,**
2 **Community Surveillance Officers and Cook/Bakers:**

3 A. Vacation requests received after December 15 shall be considered and approved
4 based on the date the request is received by the Department (first-come, first-serve) and operational
5 needs.

6 B. Requests for any vacation leave after the annual bid, including expanding the
7 length of previously approved leave, must be submitted seventy-two (72) hours in advance of the
8 requested leave, and will be approved based on operational needs (e.g. provided that judicial
9 proceedings, youth services, and essential facility operations are properly staffed).

10 **Section 6.3 Vacation Approval for All Other Employees:** Requests for vacation shall be
11 submitted thirty (30) days in advance for approval based on operational needs. Requests for vacation
12 with less than thirty (30) days notice may be approved based on operational needs, provided that
13 mandatory overtime is not required.

14 **Section 6.4** Approved vacation leave can only be used if the required amount of the specified
15 leave is available at the time the leave is taken.

16 **Section 6.5** Vacation time may not later be converted to compensatory time off.

17 **Section 6.6 Maximum Vacation Balance:**

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

22 B. All comprehensive leave eligible employees hired with the County after December
23 31, 2019 may carryover up to three hundred twenty (320) hours of vacation leave to the next calendar
24 year.

25 C. Employees must use vacation leave in excess of the maximum carryover amount
26 on or before the last day of the pay period that includes December 31 of each year. Failure to use
27 vacation leave beyond the maximum carryover amount will result in forfeiture of the vacation leave
28 beyond the maximum amount unless the Director has approved a carryover of such vacation leave

1 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
2 the County.

3 **Section 6.7 Increments of Use:** Vacation leave may only be requested for use in quarter
4 (1/4) hour increments, to be approved at the discretion of the Division Director/designee.

5 **Section 6.8** Employees who change job positions but remain with the County, without a
6 break in service, may retain and use their vacation accruals in accordance with the provisions of their
7 new collective bargaining agreement, or K.C.C., as amended.

8 **Section 6.9 Vacation Leave Cancellation:**

9 Employees shall provide a minimum of twenty-four (24) hours of notice prior to cancelling all
10 approved Vacation leave. Cancellation requests with less than required notice will only be approved
11 if cancelling their leave and working would prevent another employee from having to work
12 mandatory overtime, or the employee would go into a no-pay status by taking the scheduled leave.

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ARTICLE 7: HOURS OF WORK AND OVERTIME

1 **Section 7.1 Standard Work Period:** Except as otherwise provided in this Article, the
2 standard forty (40) hour FLSA workweek is Saturday to Friday (i.e., the first moment of Saturday to
3 the last moment of Friday), with a standard workday of eight (8) hours, and two (2) consecutive days
4 off each week. Nothing in this section shall entitle an employee who is changing their regular
5 schedule (i.e., annual scheduled bid, temporary reassignment, etc.) to consecutive days off during the
6 transition to their new schedule.

Section 7.2 Meal and Rest Periods:

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

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

Section 7.3 Employees Eligible to Work a Seventy-Two (72) Hour Work Period:

21 Employees working a bi-weekly schedule of seventy-two (72) hours, as of the final ratification of this
22 contract, are eligible to retain this option. For these employees, the normal workday shall be eight (8)
23 hours (employees in the classification of Medical Assistants shall have a thirty (30) minute paid meal
24 period per shift, during which time the employee shall remain available for duty). Scheduled days off
25 shall be two (2) consecutive days one (1) week and three (3) consecutive days in the next week.
26 Provided, that any individual employee may opt instead to work a standard bi-weekly work period of
27 eighty (80) hours, with a normal workday of eight (8) hours, and two (2) consecutive days off each
28 week. Employees who exercise this option will no longer be eligible to return to a seventy-two (72)

1 hour bi-weekly work schedule.

2 **Section 7.4** The parties agree that alternate work schedules may be utilized that are mutually
3 agreed upon in writing by the employee and the Juvenile Detention Division Director/designee.

4 **Section 7.5 Overtime:**

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

12 **B. Daily Overtime:** Full-time employees shall be paid at the overtime rate, as
13 defined in Section 7.5.A above, for actual voluntary or mandatory time worked in excess of their
14 regularly scheduled shift, excluding leave, as long as the extra hours are performed consecutively
15 (immediately before or after, with no break in time) to the work shift and the employee has worked
16 their regularly scheduled shift as one (1) of the two (2) consecutive shifts. When qualified for daily
17 overtime, fifteen minutes of overtime will be paid for approved work of eight (8) to fifteen (15)
18 minutes in duration after a regular shift. For work of sixteen (16) minutes or more after a regular
19 shift, overtime will be paid for the exact number of minutes worked. Hours paid as daily overtime
20 shall not be counted towards weekly overtime.

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

23 **Section 7.6** Normally, overtime work shall require prior approval of the individual’s
24 supervisor; however, overtime work may be approved after it is performed, provided the Juvenile
25 Division Director/designee determines sufficient justification is made. Attendance for assigned
26 overtime shifts shall be subject to the same rules as attendance at an employee’s regular shift;
27 employees must call in to be excused pursuant to the same rules for excuse from a regular shift;
28 failure to appear shall be subject to counseling and/or discipline according to regular shift attendance

1 rules.

2 **Section 7.7 Compensatory Time:** Employees may submit written requests for the accrual of
3 compensatory time off (CTO), in lieu of overtime payments for working overtime, as defined by this
4 Article. The Department will approve or deny such requests in writing. Employees who accrue CTO
5 shall be allowed to accrue and use up to eighty (80) straight time hours of CTO per calendar year.

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

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

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

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

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

22 **Section 7.8 Mandatory Training or Mandatory Meetings:** In the event that the department
23 requires an employee to attend a mandatory training or meeting, and such training or meeting is not
24 immediately before or after a shift, or during a shift, then a two (2) hour minimum callout will be
25 paid, and may qualify for the overtime rate pursuant to Section 7.5A. For mandatory trainings or
26 meetings immediately before or after a scheduled shift, the employee shall be paid for actual time
27 spent in the training or meeting at the overtime rate.

28 **Section 7.9 Mandatory Overtime:** The following conditions apply to the application of

1 mandatory overtime:

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

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

13 **C.** Eight (8) hours is the maximum number of mandatory hours that can be required
14 per mandatory assignment unless required for emergency situations and approved by the Division
15 Director or designee.

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

18 **Section 7.10 Shift Trade:** An employee on first or second shift shall have the right to trade a
19 shift on the same workday with another employee up to ten (10) times per year, upon their mutual
20 agreement, and with the approval of the appropriate supervisors (which shall not be unreasonably
21 withheld).

22 **Section 7.11 Daylight Savings Adjustment:** The Department will pay one (1) hour of
23 overtime to all employees working a nine-hour shift during the fall daylight savings adjustment
24 period. Employees working during the spring daylight saving time adjustment period will either take
25 one (1) hour of vacation or compensatory time, or one (1) hour of leave without pay, to cover the
26 reduction of their shift from eight hours to seven.

27 **Section 7.12 Cancellation of Scheduled Voluntary Overtime:** Employees must provide a
28 minimum of eight (8) hours of notice prior to cancelling their scheduled overtime.

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Section 7.13 Overtime for Continuity of Meal Services:

A. Adult Cook/Bakers shall be allowed to work overtime in the Juvenile Division Kitchen, for any shift where there are no Juvenile Division Cook/Bakers available to work voluntarily.

B. Juvenile Cook/Bakers shall retain the first right of refusal for any overtime shifts to be filled in the Juvenile Division Kitchen, including the ability to bump volunteer Adult Cook/Bakers up until 24 hours prior to the specific shifts to be filled.

Section 7.14 Backfilling Required Posts: When employees are assigned to work out of class to backfill a required post in the Juvenile Division, such as Corrections Supervisor, a two (2) hour minimum shall apply. All other work out of class assignments must occur in full day/shift increments, pursuant to CLA Article 33.2.

ARTICLE 8: REDUCTION IN FORCE

Section 8.1 Regular employees selected for layoff as a result of efficiencies, lack of funds and/or a lack of work shall be laid off according to seniority in classification.

Section 8.2 An employee designated for layoff within a specific classification may move to another unit or position within that classification based on their seniority in the classification. Where multiple staff occupy the same unit, shift, or days off, the least senior staff person within the group will be displaced. If there is no position within classification to which the employee can move, the employee may select a position in a job classification previously worked at the agency, based on total agency seniority, provided:

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

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

Section 8.3 Employees subsequently displaced as a result of the selection made by the laid off employee, may in turn exercise their lay-off rights as described above.

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

Section 8.4 Seniority Calculation: For the purposes of this Agreement, seniority shall be defined as length of continuous regular service without a break in that service. Classification seniority shall include seniority accrued within the current job class while employed by the former Department of Youth Services.

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

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

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

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

9 **Section 8.5 Re-call Rights:** Regular employees laid off or bumped due to lack of work or
10 lack of funds; or terminated due to no vacancies available for reversion rights (per Article 9, Section
11 9.4) shall have re-employment rights to the same kind and level of position held at the time of layoff,
12 if such a position becomes available within two (2) years from the date of layoff. Laid-off regular
13 employees shall have recall rights to any vacant position within their classification. In such cases, the
14 seniority status accrued at the time of layoff shall be reinstated when the employee returns to regular
15 employment with the Juvenile Division of the Department.

16 **Section 8.6 Cash Out Upon Layoff:** Regular employees shall be paid in cash, upon layoff
17 from County employment, for any vacation accrued.

ARTICLE 9: WORK SCHEDULE ASSIGNMENT AND BIDDING

Section 9.1 Assignment of Work Schedules: The establishment of reasonable work schedules and starting times is vested solely within the purview of Department management and may be changed as required to fill essential vacant posts that are not able to be filled through the open bid process. In such cases, the changes will be made by seniority, and a two (2) week notice of change will be given (unless the employee voluntarily waives the notice period), except in those circumstances over which the Department cannot exercise control. The required two (2) week notification period shall not commence until the employee has received the written notification (includes email) of the proposed change (or the employee voluntarily waives the notice period). All such schedule changes (either with a notice period or with the employee waiving the notice period) shall be accompanied with the Guild receiving notice of such change.

Section 9.2 Shift and Furlough Bids: The County will, in its sole discretion, determine which shift, furlough, and work location (posts) assignments must be filled at any given time in order to maintain operations. Employees may bid for assignments as follows:

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

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

1. The assignment change does not create an additional overtime burden.
2. The employee has no restrictions that both cannot be accommodated and prevent their ability to work an assignment.

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

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

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

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

12 **Section 9.3 Hiring Decisions Not Grievable:** Hiring decisions shall be the sole province of
13 management and as such are not grievable under the terms of this Agreement.

14 **Section 9.4 Return to Previously Held Positions:** Consistent with King County Personnel
15 Guidelines, regular employees promoted within the Department who do not complete their
16 probationary period shall have a right to return to the job slot previously held within the bargaining
17 unit, if still vacant, or to a vacant position within the same bargaining unit in the same classification
18 within full seniority rights (less an adjustment for time spent in the other classification). If no
19 vacancy exists, the employee shall have recall rights as outlined in Article 8, Section 8.5, but shall not
20 be considered laid off. This right shall not apply to employees facing a disciplinary termination.

1 **ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 10.1 No Work Stoppages:** The County and the Guild agree that the public interest
3 requires efficient and uninterrupted performance of County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not
5 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and, should same occur, the Guild agrees to
8 take appropriate steps to end such interference. Any concerted action by employees shall be deemed
9 a work stoppage if any of the above activities have occurred.

10 **Section 10.2 Guild's Responsibilities:** Upon notification in writing by the County to the
11 Guild that any of its members are engaged in work stoppage, the Guild shall immediately, in writing,
12 order such members to immediately cease engaging in such work stoppage and provide the County
13 with a copy of such order. In addition, if requested by the County, a responsible official of the Guild
14 shall publicly order such employees to cease engaging in such a work stoppage.

15 **Section 10.3 Disciplinary Action:** Any employee who commits any act prohibited in this
16 Section will be subject to the following action or penalties:

17 A. Discharge.

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

1 **ARTICLE 11: TEMPORARY EMPLOYEES**

2 **Section 11.1 Definitions.** Pursuant to Article 1, Section 1.3, temporary employees are
3 defined in KCC, as amended, and includes the following distinctions:

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

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

10 **Section 11.2** The starting times, work schedules and work location for all temporary
11 employees shall be determined by the County.

12 **Section 11.3** No temporary employees shall accrue seniority.

13 **Section 11.4** Short-Term Temporary employees, shall not be eligible to receive insured
14 benefits or paid leaves, except as provided for under KCC 3.12, as amended.

15 **Section 11.5 Overtime:** Short-Term Temporary employees shall be compensated for
16 overtime only as required by the Fair Labor Standards Act (FLSA). The FLSA work week is defined
17 as Saturday through Friday (i.e., the first moment of Saturday to the last moment of Friday).

ARTICLE 12: WAGE RATES

Section 12.1 Pay Ranges: Pay ranges and pay range assignments for each classification are set forth in Addendum A.

Section 12.2 Step Increases:

A. Notwithstanding the twelve (12) month probationary period, employees shall be advanced to the next step upon satisfactory completion of the first six (6) months of employment. Additionally, upon successful completion of probation, the employee shall be advanced to the next step.

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

Section 12.3 Shift Differential: Employees in a classification that is regularly assigned to a 24/7 schedule shall receive a two percent (2%) shift premium over their base rate of pay for all straight time hours worked between the hours of 1500-0700 on their regularly scheduled shift. Employees assigned to transitional/alternative duty assignments that are not regularly assigned to a 24/7 schedule shall not be eligible for this premium during the alternative assignment.

Section 12.4 Education Incentive Pay:

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

- Community Surveillance Officers
- Community Corrections Placement Specialists
- Training Coordinators

B. Education Incentive Pay shall be as follows:

1. Associate’s Degree in a relevant field, or an equivalent number of credit hours based on Division Director discretion, from an accredited college or university - 1% of the base hourly wage.
2. Bachelor’s Degree in a relevant field, based on Division Director discretion, from an accredited college or university - 2% of the base hourly wage.
3. Master’s Degree in a relevant field, based on Division Director discretion,

1 from an accredited college or university - 3% of the base hourly wage.

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

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

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1 **ARTICLE 13: MISCELLANEOUS**

2 **Section 13.1 Language Premium:** Employees who translate a language in the work place
3 identified by management as a language for which translation activity is necessary shall be paid five
4 hundred dollars (\$500) per year. The stipend shall be paid to eligible employees per pay period on a
5 pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered
6 by the County. The County retains the discretion to determine the number of employees that may
7 qualify for the premium.

8 **Section 13.2 Educational Reimbursement:** The County agrees to reimburse employees for
9 the cost of tuition and books when courses are taken at an accredited institution, provided that such
10 courses are related to the field of criminal justice, human services, psychology, sociology, nursing,
11 education, food services, or child and/or adolescent development, and the employee receives a grade
12 of “C” or better. This reimbursement is limited to employees who have successfully passed their
13 initial probationary period at the time of requesting pre-approval. This reimbursement shall be
14 limited to \$5,250 per calendar year, which is currently the IRS annual cap for non-taxable employer
15 provided education. Requests for reimbursement must be submitted no later than thirty (30) calendar
16 days after the employee’s completion of the qualifying courses.

17 **Section 13.3 Transitional Duty and Accommodations:** The County’s Transitional Duty
18 Policy (PER 22-6-1-EP), as amended, and Reasonable Accommodation Policy (PER-22-4-3-EP), as
19 amended, shall apply to all Guild members. The County will make reasonable efforts to find
20 transitional duty assignments for employees with temporary medical restrictions or disabilities.
21 Transitional duty assignments shall be made available on a first-come first-served basis.

22 **Section 13.4 Probationary Period:** New, recalled, and reinstated career service employees
23 serve a probationary period from the date of their appointment. The probationary period for new hires
24 shall last twelve (12) months, except that employees who have previously passed probation, and are
25 reinstated within two years after a medical termination or a layoff will serve a six (6) month probationary
26 period. During this period, the employee is evaluated as a part of the final selection process; appointment
27 to a career service position is not considered final unless the employee successfully completes a
28 probationary period. Career service employees who are promoted, transferred, or demoted serve a six (6)

1 month probationary period from the date of their change in status, consistent with County personnel
2 guidelines. Employees in a probationary status are not “regular employees” for purposes of the just cause
3 provisions in CLA Article 27.1.

4 **Section 13.5 Tardiness:** The Division’s policy regarding allowable and disciplinable
5 amounts of tardiness in a year shall utilize a calendar year twelve (12) month period.

6 **Section 13.6 Uniforms:** The Department has the right to modify any or all of the uniforms
7 worn by its employees. The County will provide Community Surveillance Officers and Cooks with
8 an annual uniform voucher in the amount of \$350 to purchase uniform items approved by the
9 Department.. New hires required to purchase clothing for the Academy will do so at the expense of
10 the County, separate from the annual uniform voucher.

11 **Section 13.7 Code of Conduct and Department Policies:** Employees shall comply with the
12 Department’s General Policy Manual Employee Code of Conduct and all Department Policies. Any
13 prior Agreement providing an exception to a Department Policy shall not be effective after the full
14 and final ratification of this agreement.

15 **Section 13.8 Food Stipend/Voucher Transport Assignment:** Employees shall receive up to
16 a \$9.50 food stipend or voucher when required to work transport assignments exceeding two (2)
17 hours which occur during their regularly scheduled meal period.

18 **Section 13.9 Break Areas and Provisions:** The County shall ensure that there will be
19 adequate refrigeration space, break room space, and facilities to reheat food. The County agrees to
20 provide adequate facilities for the disposal of garbage and recyclables near the break area. The
21 County will continue to make food and beverage vending machines available and shall make
22 reasonable efforts to keep them stocked. The County agrees to make reasonable efforts to maintain
23 appliances and vending machines in working order.


24 **Section 13.10 Severe Inclement Weather or Unanticipated Events:** Essential employees
25 who are required to work extended hours during severe inclement weather or other unanticipated
26 events may be provided meals or lodging as available, with prior approval by the Department
27 Director, and in accordance with King County Code.

28 **Section 13.11. Background Checks for Access to Criminal Justice Databases:** The


1 Department is an authorized participant in the ACCESS/WACIC system run by the Washington State
2 Patrol and is required to conform to all established policies and procedures established by the
3 Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall
4 conduct a background re-investigation every five years for all employees who use or work on the
5 connection to these systems.


6 **Section 13.12 Facilities:** Department space and facilities may be used by the Guild for the
7 purpose of holding meetings subject to the established policies governing the use of facilities.

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12 For King County:

13 DocuSigned by:
14  7/15/2022
15 1599EA1B311E404...
16 Diana Joy, Labor Relations Manager
17 Office of Labor Relations
18 King County Executive Office

19 For King County Juvenile Detention Guild:

20 DocuSigned by:
21  7/15/2022
22 E81313485073413...
23 Jason Smith
24 President
25 King County Juvenile Detention Guild

26 DocuSigned by:
27  7/9/2022
28 27BD002EA2214D9...
29 Ryan Lufkin, Attorney

APPENDIX A
BILL OF RIGHTS

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

6 **2. Bill of Rights**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

cba Code: 296

ADDENDUM A

Union Code: Q3

**King County Juvenile Detention Guild
Non-Supervisory Staff
Department of Adult and Juvenile Detention
Juvenile Detention Division**

2021 Wage Rates (+1.5%)

| Job Class Code | PeopleSoft Job Code | Classification Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------------|---------------------|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 4200100 | 421108 | Administrative Office Assistant | \$19.6455 | \$20.5622 | \$21.0422 | \$21.5347 | \$22.0397 | \$22.5580 | \$23.0881 | \$23.6318 | \$24.1892 | \$24.7606 |
| 4201100 | 421212 | Administrative Specialist I | \$21.5465 | \$22.5580 | \$23.0881 | \$23.6318 | \$24.1892 | \$24.7606 | \$25.3463 | \$25.9469 | \$26.5619 | \$27.1929 |
| 4201200 | 421316 | Administrative Specialist II | \$23.6450 | \$24.7606 | \$25.3463 | \$25.9469 | \$26.5619 | \$27.1929 | \$27.8395 | \$28.5022 | \$29.1807 | \$29.8776 |
| 4201300 | 421408 | Administrative Specialist III | \$25.9612 | \$27.1929 | \$27.8395 | \$28.5022 | \$29.1807 | \$29.8776 | \$30.5906 | \$31.3225 | \$32.0719 | \$32.8407 |
| 5212100 | 521301 | Community Corrections Placement Specialist | \$35.1442 | \$36.8328 | \$37.7194 | \$38.6290 | \$39.5615 | \$40.5162 | \$41.4946 | \$42.4972 | \$43.5267 | \$44.5810 |
| 5210200 | 521102 | Community Surveillance Officer | \$29.0887 | \$30.4752 | \$31.2024 | \$31.9491 | \$32.7133 | \$33.4974 | \$34.3009 | \$35.1244 | \$35.9680 | \$36.8328 |
| 3419100 | 341002 | Medical Assistant | \$23.6389 | \$24.7505 | \$25.3335 | \$25.9308 | \$26.5434 | \$27.1712 | \$27.8150 | \$28.4745 | \$29.1508 | \$29.8439 |
| 2211200 | 221604 | Inventory Purchasing Specialist II | \$29.1978 | \$30.5906 | \$31.3225 | \$32.0719 | \$32.8407 | \$33.6283 | \$34.4357 | \$35.2627 | \$36.1107 | \$36.9799 |
| 9502100 | 951101 | Juvenile Facility Cook - Helper | \$18.3388 | \$19.1890 | \$19.6350 | \$20.0928 | \$20.5622 | \$21.0422 | \$21.5347 | \$22.0397 | \$22.5580 | \$23.0881 |
| 9502200 | 951201 | Juvenile Facility Cook/Baker | \$25.3614 | \$26.5619 | \$27.1929 | \$27.8395 | \$28.5022 | \$29.1807 | \$29.8776 | \$30.5906 | \$31.3225 | \$32.0719 |
| 9502300 | 951301 | Juvenile Facility Cook/Baker - Lead | \$27.8553 | \$29.1807 | \$29.8776 | \$30.5906 | \$31.3225 | \$32.0719 | \$32.8407 | \$33.6283 | \$34.4357 | \$35.2627 |
| 5245100 | 524702 | Training Coordinator | \$35.1442 | \$36.8328 | \$37.7194 | \$38.6290 | \$39.5615 | \$40.5162 | \$41.4946 | \$42.4972 | \$43.5267 | \$44.5810 |
| 5242200 | 524210 | Volunteer Coordinator | \$37.0017 | \$38.7859 | \$39.7217 | \$40.6811 | \$41.6640 | \$42.6732 | \$43.7069 | \$44.7653 | \$45.8511 | \$46.9645 |

2022 Wage Rates (+3.0%)

| Job Class Code | PeopleSoft Job Code | Classification Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------------|---------------------|--|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 4200100 | 421108 | Administrative Office Assistant | \$20.2349 | \$21.1791 | \$21.6735 | \$22.1807 | \$22.7009 | \$23.2347 | \$23.7807 | \$24.3408 | \$24.9149 | \$25.5034 |
| 4201100 | 421212 | Administrative Specialist I | \$22.1929 | \$23.2347 | \$23.7807 | \$24.3408 | \$24.9149 | \$25.5034 | \$26.1067 | \$26.7253 | \$27.3588 | \$28.0087 |
| 4201200 | 421316 | Administrative Specialist II | \$24.3544 | \$25.5034 | \$26.1067 | \$26.7253 | \$27.3588 | \$28.0087 | \$28.6747 | \$29.3573 | \$30.0561 | \$30.7739 |
| 4201300 | 421408 | Administrative Specialist III | \$26.7400 | \$28.0087 | \$28.6747 | \$29.3573 | \$30.0561 | \$30.7739 | \$31.5083 | \$32.2622 | \$33.0341 | \$33.8259 |
| 2810100 | 281218 | Administrator I | Range 50 (All Ten Steps) on King County Squared Table | | | | | | | | | |
| 5212100 | 521301 | Community Corrections Placement Specialist | \$36.1985 | \$37.9378 | \$38.8510 | \$39.7879 | \$40.7483 | \$41.7317 | \$42.7394 | \$43.7721 | \$44.8325 | \$45.9184 |
| 5210200 | 521102 | Community Surveillance Officer | \$29.9614 | \$31.3895 | \$32.1385 | \$32.9076 | \$33.6947 | \$34.5023 | \$35.3299 | \$36.1781 | \$37.0470 | \$37.9378 |
| 3419100 | 341002 | Medical Assistant | \$24.3481 | \$25.4930 | \$26.0935 | \$26.7087 | \$27.3397 | \$27.9863 | \$28.6495 | \$29.3287 | \$30.0253 | \$30.7392 |
| 2211200 | 221604 | Inventory Purchasing Specialist II | \$30.0737 | \$31.5083 | \$32.2622 | \$33.0341 | \$33.8259 | \$34.6371 | \$35.4688 | \$36.3206 | \$37.1940 | \$38.0893 |
| 9502100 | 951101 | Juvenile Facility Cook - Helper | \$18.8890 | \$19.7647 | \$20.2241 | \$20.6956 | \$21.1791 | \$21.6735 | \$22.1807 | \$22.7009 | \$23.2347 | \$23.7807 |
| 9502200 | 951201 | Juvenile Facility Cook/Baker | \$26.1222 | \$27.3588 | \$28.0087 | \$28.6747 | \$29.3573 | \$30.0561 | \$30.7739 | \$31.5083 | \$32.2622 | \$33.0341 |
| 9502300 | 951301 | Juvenile Facility Cook/Baker - Lead | \$28.6910 | \$30.0561 | \$30.7739 | \$31.5083 | \$32.2622 | \$33.0341 | \$33.8259 | \$34.6371 | \$35.4688 | \$36.3206 |
| 5245100 | 524702 | Training Coordinator | \$36.1985 | \$37.9378 | \$38.8510 | \$39.7879 | \$40.7483 | \$41.7317 | \$42.7394 | \$43.7721 | \$44.8325 | \$45.9184 |
| 5242200 | 524210 | Volunteer Coordinator | \$38.1118 | \$39.9495 | \$40.9134 | \$41.9015 | \$42.9139 | \$43.9534 | \$45.0181 | \$46.1083 | \$47.2266 | \$48.3734 |

cba Code: 296

ADDENDUM A

Union Code: Q3

**King County Juvenile Detention Guild
Non-Supervisory Staff
Department of Adult and Juvenile Detention
Juvenile Detention Division**

2023 Wage Rates (+4.0%)

| Job Class Code | PeopleSoft Job Code | Classification Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------------|---------------------|--|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 4200100 | 421108 | Administrative Office Assistant | \$21.0443 | \$22.0263 | \$22.5404 | \$23.0679 | \$23.6089 | \$24.1641 | \$24.7319 | \$25.3144 | \$25.9115 | \$26.5235 |
| 4201100 | 421212 | Administrative Specialist I | \$23.0806 | \$24.1641 | \$24.7319 | \$25.3144 | \$25.9115 | \$26.5235 | \$27.1510 | \$27.7943 | \$28.4532 | \$29.1290 |
| 4201200 | 421316 | Administrative Specialist II | \$25.3286 | \$26.5235 | \$27.1510 | \$27.7943 | \$28.4532 | \$29.1290 | \$29.8217 | \$30.5316 | \$31.2583 | \$32.0049 |
| 4201300 | 421408 | Administrative Specialist III | \$27.8096 | \$29.1290 | \$29.8217 | \$30.5316 | \$31.2583 | \$32.0049 | \$32.7686 | \$33.5527 | \$34.3555 | \$35.1789 |
| 2810100 | 281218 | Administrator I | Range 50 (All Ten Steps) on King County Squared Table | | | | | | | | | |
| 5212100 | 521301 | Community Corrections Placement Specialist | \$37.6464 | \$39.4553 | \$40.4050 | \$41.3794 | \$42.3782 | \$43.4010 | \$44.4490 | \$45.5230 | \$46.6258 | \$47.7551 |
| 5210200 | 521102 | Community Surveillance Officer | \$31.1599 | \$32.6451 | \$33.4240 | \$34.2239 | \$35.0425 | \$35.8824 | \$36.7431 | \$37.6252 | \$38.5289 | \$39.4553 |
| 3419100 | 341002 | Medical Assistant | \$25.3220 | \$26.5127 | \$27.1372 | \$27.7770 | \$28.4333 | \$29.1058 | \$29.7955 | \$30.5018 | \$31.2263 | \$31.9688 |
| 2211200 | 221604 | Inventory Purchasing Specialist II | \$31.2766 | \$32.7686 | \$33.5527 | \$34.3555 | \$35.1789 | \$36.0226 | \$36.8876 | \$37.7734 | \$38.6818 | \$39.6129 |
| 9502100 | 951101 | Juvenile Facility Cook - Helper | \$19.6446 | \$20.5553 | \$21.0331 | \$21.5234 | \$22.0263 | \$22.5404 | \$23.0679 | \$23.6089 | \$24.1641 | \$24.7319 |
| 9502200 | 951201 | Juvenile Facility Cook/Baker | \$27.1671 | \$28.4532 | \$29.1290 | \$29.8217 | \$30.5316 | \$31.2583 | \$32.0049 | \$32.7686 | \$33.5527 | \$34.3555 |
| 9502300 | 951301 | Juvenile Facility Cook/Baker - Lead | \$29.8386 | \$31.2583 | \$32.0049 | \$32.7686 | \$33.5527 | \$34.3555 | \$35.1789 | \$36.0226 | \$36.8876 | \$37.7734 |
| 5245100 | 524702 | Training Coordinator | \$37.6464 | \$39.4553 | \$40.4050 | \$41.3794 | \$42.3782 | \$43.4010 | \$44.4490 | \$45.5230 | \$46.6258 | \$47.7551 |
| 5242200 | 524210 | Volunteer Coordinator | \$39.6363 | \$41.5475 | \$42.5499 | \$43.5776 | \$44.6305 | \$45.7115 | \$46.8188 | \$47.9526 | \$49.1157 | \$50.3083 |

2023 Wage Rates (+4.0%)

| Job Class Code | PeopleSoft Job Code | Classification Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|----------------|---------------------|--|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 4200100 | 421108 | Administrative Office Assistant | \$21.8861 | \$22.9074 | \$23.4420 | \$23.9906 | \$24.5533 | \$25.1307 | \$25.7212 | \$26.3270 | \$26.9480 | \$27.5844 |
| 4201100 | 421212 | Administrative Specialist I | \$24.0038 | \$25.1307 | \$25.7212 | \$26.3270 | \$26.9480 | \$27.5844 | \$28.2370 | \$28.9061 | \$29.5913 | \$30.2942 |
| 4201200 | 421316 | Administrative Specialist II | \$26.3417 | \$27.5844 | \$28.2370 | \$28.9061 | \$29.5913 | \$30.2942 | \$31.0146 | \$31.7529 | \$32.5086 | \$33.2851 |
| 4201300 | 421408 | Administrative Specialist III | \$28.9220 | \$30.2942 | \$31.0146 | \$31.7529 | \$32.5086 | \$33.2851 | \$34.0793 | \$34.8948 | \$35.7297 | \$36.5861 |
| 2810100 | 281218 | Administrator I | Range 50 (All Ten Steps) on King County Squared Table | | | | | | | | | |
| 5212100 | 521301 | Community Corrections Placement Specialist | \$39.1523 | \$41.0335 | \$42.0212 | \$43.0346 | \$44.0733 | \$45.1370 | \$46.2270 | \$47.3439 | \$48.4908 | \$49.6653 |
| 5210200 | 521102 | Community Surveillance Officer | \$32.4063 | \$33.9509 | \$34.7610 | \$35.5929 | \$36.4442 | \$37.3177 | \$38.2128 | \$39.1302 | \$40.0701 | \$41.0335 |
| 3419100 | 341002 | Medical Assistant | \$26.3349 | \$27.5732 | \$28.2227 | \$28.8881 | \$29.5706 | \$30.2700 | \$30.9873 | \$31.7219 | \$32.4754 | \$33.2476 |
| 2211200 | 221604 | Inventory Purchasing Specialist II | \$32.5277 | \$34.0793 | \$34.8948 | \$35.7297 | \$36.5861 | \$37.4635 | \$38.3631 | \$39.2843 | \$40.2291 | \$41.1974 |
| 9502100 | 951101 | Juvenile Facility Cook - Helper | \$20.4304 | \$21.3775 | \$21.8744 | \$22.3843 | \$22.9074 | \$23.4420 | \$23.9906 | \$24.5533 | \$25.1307 | \$25.7212 |
| 9502200 | 951201 | Juvenile Facility Cook/Baker | \$28.2538 | \$29.5913 | \$30.2942 | \$31.0146 | \$31.7529 | \$32.5086 | \$33.2851 | \$34.0793 | \$34.8948 | \$35.7297 |
| 9502300 | 951301 | Juvenile Facility Cook/Baker - Lead | \$31.0321 | \$32.5086 | \$33.2851 | \$34.0793 | \$34.8948 | \$35.7297 | \$36.5861 | \$37.4635 | \$38.3631 | \$39.2843 |
| 5245100 | 524702 | Training Coordinator | \$39.1523 | \$41.0335 | \$42.0212 | \$43.0346 | \$44.0733 | \$45.1370 | \$46.2270 | \$47.3439 | \$48.4908 | \$49.6653 |
| 5242200 | 524210 | Volunteer Coordinator | \$41.2218 | \$43.2094 | \$44.2519 | \$45.3207 | \$46.4157 | \$47.5400 | \$48.6916 | \$49.8707 | \$51.0803 | \$52.3206 |

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| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 11943 Sunset Hills Rd |
| | Reston, VA 20190 |
| | Diana.Joy@kingcounty.gov |
| | IP Address: 198.49.222.20 |

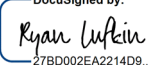
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Jason Smith
 jason.smith@kingcounty.gov
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Diana Joy
 diana.joy@kingcounty.gov
 Labor Relations Manager
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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