

SUPPLEMENTAL
TO THE
2018-2020 MASTER AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF
SPOKANE COUNTY,
JUVENILE COURT SERVICES
AND
LOCAL 492-J OF
THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME, AFL-CIO

SCHEDULE A – JUVENILE CORRECTIONS OFFICERS

SCHEDULE B – JUVENILE PROBATION COUNSELOR 1s & JUVENILE PROBATION
COUNSELOR ASSISTANTS

SCHEDULE C – NURSES

SCHEDULE D – MENTAL HEALTH PROFESSIONALS

ARTICLE 6 – UNION/MANAGEMENT RELATIONS

6.5 Juvenile Court Services Labor/Management Meetings

It is mutually agreed that a Committee from the Local Union groups representing Juvenile Court Services employees and a Committee from the Juvenile Court Services Management Team shall conduct regular Labor/Management meetings for the purpose of resolving problems that may arise and to promote a cooperative climate of Labor/Management relations. Meetings shall be conducted bi-monthly or as needed, but not less than quarterly.

The 2 Committees shall be comprised of 3 members from Local 492-J and a corresponding number of members representing Management. Additional persons may be invited to participate by mutual agreement. Meeting agendas will be prepared and submitted in advance of each meeting by both parties.

6.6 Bargaining Unit

All staff (i.e. 1553, 1553-S, 492-J, and Non-Represented) may be used to fill in as needed on a temporary basis.

ARTICLE 7 – UNION ACTIVITIES/FUNCTIONS/BUSINESS

7.4.4 Union Business

A. The Union agrees to conduct Local Union business at times other than normal county business hours. However, requests may be made to management and require approval for member participation in: general membership meetings, E-Board Meetings, and elections during work hours. If meetings are an hour long, the member may use their lunch time and either flex or take vacation pay for any time over their scheduled time.

ARTICLE 8 – HOLIDAYS

8.3.3. If a holiday is observed on an employee's scheduled day off, he/she will be given a day off within their work period, as approved by supervisor.

ARTICLE 9 – ANNUAL LEAVE

9.4.1 Vacation Bidding/Request Procedure – Annual Leave

A. Vacation/Holiday leave cannot be canceled by management with less than a 48-hour notice, except in extenuating circumstances.

9.4.2. Vacation Request Procedure – During the year

- A. Management will approve or not approve within 1 week of receiving the request.
- B. Vacation/Holiday leave cannot be canceled by management with less than a 48-hour notice, except in extenuating circumstances.
- C. Each employee shall be allowed to request earned vacation time. Vacation time can be taken at any time, depending on the service requirements of the Department. Leave without pay shall not be requested or granted in lieu of utilizing paid time, i.e., vacation, comp time, or Personal Holiday.

ARTICLE 10 – SICK LEAVE

10.8 Industrial Injury Supplement

- A. Each member of the unit shall be provided 300 hours industrial injury leave to be used to supplement the difference between time loss payments made through the County Worker's Compensation Program and the employee's straight time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression by a non-employee in performing one's range of duties as determined by the department or designee.
- B. Such industrial injury leave shall not be payable in any form upon separation of the employee from Spokane County employment.
- C. This leave provision shall expire, and the leave shall be withdrawn when persons terminate membership in the bargaining unit.
- D. If an employee must use any of the 300 hours, the 300 hour maximum will be restored up to 300 hours based on a 5-year cycle.
- E. The 300 hours of industrial injury leave may be used for the first 3 days of absence if not covered by time-loss payments.

ARTICLE 15 – WAGES

15.10 FLSA Work Periods Non-Shift Staff

See Attachments C, D, and E.

ARTICLE 16 – SENIORITY

16.1 Definition

Seniority shall be defined as follows:

- A. Total length of unbroken service, within the job classification at Juvenile Court Services.
- B. Total length of unbroken service within Spokane County Juvenile Court Services.
- C. Total length of unbroken service within Spokane County.

16.2 Computation of Authorized Leave and Layoff Time

For the purpose of computing seniority, all authorized leave with pay shall be considered as time worked. Employees who are laid off as a result of a reduction in staff, and who are subsequently reinstated, shall retain their full seniority except for such period of lay off. All authorized leave must be approved in writing.

16.3 Posting Seniority Dates

By January 31st the Employer shall post on all staff bulletin boards a list showing the date of union membership, date in current job classification, and Juvenile Court Services hire dates of each employee. A copy of that list shall be furnished to the Union when it is posted.

16.4 Probationary Period

Newly hired employees will serve a probationary period of 2080 straight time working hours (40 hour week) or 1950 straight time working hours (37.5 hour week).

Article 17.5.1 does not apply to probationary employees.

16.5 Juvenile Corrections Personnel Academy

Successful completion of the Washington State Criminal Justice Training Commission's Juvenile Corrections Personnel Academy is required for continued employment. Therefore, when an employee attends the academy and is unable to successfully complete it, that employee will be terminated from employment with Spokane County Juvenile Court Services without the option to grieve the termination.

ARTICLE 19 – PROMOTIONS/VACANCIES/LATERAL TRANSFERS/REASSIGNMENTS/NEW OPENINGS/DEMOTIONS

19.1 Definitions

- A. Promotion: When an employee moves into a job classification with a higher pay range.
- B. Vacancy: When an existing position is not occupied.
- C. Lateral Transfer: The movement of any regular County employee from one Department to another within the same class specification (job classification).

- D. Reassignment: The movement of a Juvenile Court Services employee from one assignment to another, within the same class specification (job classification).
- E. Demotion: When an employee moves into a job classification with a lower pay range.
- F. New Position: A created position.
- G. General Classification: Probation Counselor 1, Probation Counselor Assistant, Juvenile Correction Officer, Nurse, Mental Health Professional, and any classification established within the Bargaining Unit.

19.2 Assignment Policy

- A. Voluntary Demotion/Reassignment: When a position within Local 492-J becomes available which Management deems necessary to fill, a notice will be issued to all Local 492-J members. The notice will give employees an opportunity to indicate their interest in reassignment within their job class or opportunity for voluntary demotion. (At the same time a notice to staff regarding reassignment/voluntary demotion opportunities is given, a promotional opportunity will be posted in accordance with Article 19, Section 3 of this Supplemental Agreement.) The completed notice: Reassignment/Voluntary Demotion Request must be submitted to the Director within 7 consecutive days from the posting. In any situation involving a reassignment or voluntary demotion request, management will conduct informal discussions with interested staff reaching mutual agreement whenever possible.

Staff may consider reassignments to another unit by engaging in informal conversations with co-workers in other units, at any time. Staff will notify the Director in writing of their interest, in reassignment regarding a particular assignment. Management may initiate reassignments which they deem necessary due to program needs, personnel issues, or emergency situations that may arise. However, emergency reassignments shall not exceed the period of the emergency.

In all cases Management will conduct informal discussions with interested staff, reaching agreement whenever possible, in any situation involving a reassignment or voluntary demotion. In all cases, final determination will be made by the Department Director.

19.3 Promotions

- A. Promotions to a higher job classification shall be based on ability. If ability is equal it shall be based on seniority. When a job vacancy within the Department of Juvenile Court Services within Local 492-J bargaining unit occurs, which Management deems necessary to be filled, a notice shall be posted for all members of Local 492-J for a period of 7 consecutive days to give the bargaining unit members the first chance to be considered for the position, in accordance with the hiring procedure.

- B. Any promotion or change in job classifications within Juvenile Court Services shall be considered temporary for a period of 180 calendar day period, if the employee should decide they do not want the job or should the supervisor decide the employee is unsuited for the promotion or change in job classification, they shall revert to their former job classification without prejudice. The parties will meet to discuss the impact of the revision.
- C. Employees not selected shall receive, upon request, an explanation citing the reasons why not selected.

19.4 Reversion Rights from 1553-S, Juvenile Court Employees to 492-J

- A. Juvenile Court employees from 1553-S may revert, with management's approval, to the previous classification after completing their probationary period, providing there is not displacement of a regular Local 492-J member. His or her seniority shall be equal to the amount of time he or she was a member of the Local 492-J Juvenile Court Services.
- B. The above provisions shall not apply to Juvenile Court employees who have not previously held the position.

ARTICLE 20 – LAYOFFS

The parties agree that the effect of a layoff is negotiable; therefore, the following language is intended to both clarify and establish procedures for any impending layoffs realized by members of the bargaining unit and any subsequent recall.

20.1 Layoffs

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority by their:

- A. Total length of unbroken service, within the job classification at Juvenile Court Services, if equal then;
- B. Total length of unbroken service within Spokane County Juvenile Court Services, if equal then;
- C. Total length of unbroken service within Spokane County.
- D. No layoffs shall be executed as long as there are non-regular personnel serving in the affected classifications and performing a majority of the significant duties of that classification on a full or part-time basis. No new employees shall be hired in any classification until all employees on layoff status have had the opportunity to return to work. Employees shall be given 2 weeks notice prior to layoff.

20.2 Bumping

- A. If an employee is laid off and that employee has greater seniority than that of other employees in the same job classification, they may bump that employee.
- B. If an employee is laid off and that employee has greater seniority than that of other employees in a lower job classification, they may then bump the least senior, lower class employee, if they previously met or can meet the minimum requirements and qualifications of that position. The employee who has been bumped shall then have the same opportunity to bump downward.
- C. For shift bidding after bumping, employees shall be allowed to combine all of their prior service in the classification they are bumping into, and assume the vacated shift until the next bid opens.
- D. An employee who has been bumped, shall move to the highest step of the new range that does not exceed their current salary.

20.2.1. Bumping 1553-S to 492-J

For bumping purposes only, if a 1553-S Juvenile Court Services employee is laid off, and that employee has greater Juvenile Court Services seniority than any 492-J employee in a classification previously held or supervised, they may bump the least senior 492-J employee in that classification. The employee who has been bumped shall fall under provisions of 20.2.

20.3 Recall

- A. Employees who are laid off or demoted in lieu of layoff, shall have the first opportunity to fill vacancies in their former or lower classification and department.
- B. Employees shall retain all seniority and benefits accrued prior to layoff when recalled to work.
- C. Recall rights under this provision shall be limited to 18 months from the date of layoff or demotion. Employees may refuse a recall once. A second refusal to return to work will remove an employee from the recall list. Laid off or demoted employees who have been offered work shall have 10 working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the employee.
- D. Any temporary or extra help work required by a department in a job classification in which there are employees on layoff shall be offered to laid off employees.

ARTICLE 21 – GENERAL CONDITIONS

Reasonable suspicion testing for alcohol, marijuana, or controlled substances may be directed by the Director and/or Division Manager for any employee when there is reason to suspect alcohol, marijuana, or controlled substance usage may be adversely affecting the employee's job performance or the employee may present a danger to the physical safety of the employee or another. The employee will be required to undergo immediate drug and alcohol testing if there is reasonable cause the employee is under the influence of a drug and/or alcohol. Reasonable cause an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

Prior to an investigation of reasonable suspicion and/or substance abuse testing, the affected employee will be afforded an opportunity for Union representation with the understanding time is of the essence.

When reasonable suspicion exists, employees must submit to alcohol, marijuana, or controlled substance testing when required by the Director and/or Division Manager. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be removed immediately from duty and transported to and from the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to corrective action and/or disciplinary action, up to and including termination.

SCHEDULE A

JUVENILE CORRECTION OFFICERS

SUPPLEMENTAL

ARTICLE 8 – HOLIDAYS

8.4.7 Juvenile Correction Officer (JCO) Holidays

- A. JCOs shall observe a holiday on the day it occurs. If an employee works on any of the holidays listed in the Master Contract, they shall be paid in accordance with Article 12 – Hours of Work.
- B. The holiday begins at 0001 hours and ends at 2400 hours.

ARTICLE 9 – ANNUAL LEAVE

9.4.1 Vacation Bidding Procedure – Annual Leave

- A. Bidding for vacation and holidays (including personal holidays) will occur at the same time as the shift bid for January of the upcoming year. Both annual and holiday leave will be determined by seniority. This vacation bid will take priority over requests made in 9.4.2.
- B. Each employee may bid up to 14 consecutive calendar days and 1 holiday. The 14 days may be consecutive or may be split up, with no more than two separate leave occurrences. If a holiday falls within the consecutive days off it will also count as the requested holiday off. If employee bids 2 separate occurrences only one of the two may include a holiday. Leave without pay shall not be requested or granted for bid vacation.
 - a. If there are any split vacation bids, the second portion of the vacation bid will be considered after all other JCOs have had the opportunity to submit a bid request.
- C. Employees splitting their annual vacation bid will only be granted the second portion of their vacation bid after all first-round vacation bids have been submitted and considered.
- D. Vacation/Holiday leave cannot be canceled by management with less than a 48-hour notice, except in extenuating circumstances.

- E. Leave will not be granted if the leave request would result in dropping the Detention operation below the minimum staffing level &/or the required gender coverage, except in extenuating circumstances as determined by management.

9.4.2 Vacation Request Procedure – During the year

- A. All other requests, after completion of the JCO vacation bid, shall be first come, first served by seniority, determined by the date of request. Requests should be submitted a minimum of 2 weeks prior to the requested vacation/holiday date.
- B. Management will approve or not approve within 1 week of receiving the request if the mark-up schedule has been posted for that time period.
- C. Vacation/Holiday leave cannot be canceled by management with less than a 48-hour notice, except in extenuating circumstances.
- D. Each employee shall be allowed to request earned vacation time. Vacation time can be taken at any time, depending on the service requirements of the Department. Leave without pay shall not be requested or granted in lieu of utilizing paid time, i.e., vacation, comp time, or Personal Holiday.
- E. Leave will not be granted if the leave request would result in dropping the Detention operation below the minimum staffing level &/or the required gender coverage, except in extenuating circumstances as determined by management.

ARTICLE 12 – HOURS of WORK

12.2.3 Alternative Work Schedules

- A. Alternative work schedules will allow different shift start/ending times and work days.
- B. JCOs who bid for 10 or 12-hour schedules will not receive overtime for regularly scheduled hours.
- C. Holidays:
 - 1. If the holiday falls on an employee's regularly scheduled day off, and they do not work, they will be compensated straight-time pay for the number of hours equal to their longest scheduled shift of that week.
 - 2. If the holiday falls on an employee's regularly scheduled day off and they are called in to work, they shall be paid at the following rate in addition to 8 hours of straight-time pay:

- a. For the first 8 hours of work, the employee shall be paid 1 and 1/2 times all hours worked.
 - b. For all hours worked in excess of 8 hours, 2 times all hours worked.
3. If an employee is scheduled to work on a holiday, but does not work, they must:
- a. Submit a leave request for the amount of time they will be absent.
 - b. Substitute leave without pay (if approved) if the employee has not accrued sufficient leave.
4. If an employee is scheduled to work on a holiday and does work, they shall be paid at the following rate in addition to their regular pay:
- a. For the regularly scheduled shift, 1 and 1/2 times all hours worked.
 - b. For all hours in excess of the regularly scheduled shift, 2 times all hours worked.

12.4 Meal and Rest Periods

A. Employees shall be allowed paid meal and rest periods as described below:

1. Twelve (12)-hour shifts will be allowed one (1) 45-minute lunch period each shift, and one (1) 15-minute rest period during each half shift.
2. Eight (8) and 10-hour shifts will be allowed one (1) 30 minute lunch period each shift and one (1) 15-minute rest period during each half shift.
3. JCOs are to stay in Detention during their lunch and rest periods and remain available for duty unless otherwise approved by the supervisor.
4. No lunch or rest periods will be allowed the 1st and last hours of the JCO's shift unless otherwise approved by the supervisor.

12.5 Shift Bidding

A. **Bid Times and Sequence:** All JCO work shifts shall be bid every 4 months, for mark-ups beginning in January, May and September, beginning the 1st Monday of the month related to the work period. For gender coverage purposes, the bid will designate shifts to ensure female(s) and male(s) are scheduled for each shift. All positions and work shifts, based on gender, shall be bid and awarded by seniority. The employee shall not be rotated from their bid shift or work days off unless in accordance with D and E below.

The sequence of the shift bid will be: 1st Shift Supervisors, 2nd Intake JCOs, and 3rd JCOs. If an intake shift is vacant, the least senior JCO that is intake certified may be mandated by inverse order of seniority. Once mandated, they cannot be mandated

again until all other intake certified officers have been mandated. This does not include flex intake officers.

- B. **Bid Process:** Work schedules shall be bid every 4 months, as above, and posted 60 calendar days prior to a mark-up change. A mark-up bid, based on gender, will be conducted by seniority basis with a 72 hour maximum decision time. If an individual is on leave or not available to bid in person, the bid will be conducted over the telephone. If the individual is not available for a telephone bid, the bid shall move on to the next senior person. Final work days and hours shall be posted 2 weeks prior to the mark-up change.
- C. **Bid Re-start:** If a new schedule is created or an existing schedule is permanently vacated during the bidding process, a new bid will commence from the most senior person that desires the new schedule.
- D. **Schedule Opening:** If a new schedule is created or an existing schedule is permanently vacated during the first 60 calendar days of the mark-up, a 1 time schedule adjustment shall be offered to the most senior person desiring the open shift, with consideration given to gender needs. Subsequent open schedules shall be offered in the same manner. The new schedule(s) will commence on the 1st Monday of the next 2-week work period. There will be no adjustments during the last 60 calendar days of the mark-up or if the vacated schedule is removed for the duration of the mark-up due to staffing or gender concerns. The Detention Manager will authorize the dates of all the schedule/mark-up changes.
- E. **Removal From Shift or Days Off:** Employees may be removed from their shift or have their days off adjusted for cause. Cause shall be defined as:
 - 1. Unsafe practices.
 - 2. Failure to follow established policies and procedures.
 - 3. Long or short term documented illnesses or medical conditions.
 - 4. Documented inability to perform the task of the bid shift.

Removal for cause shall be documented in writing in a timely manner. A Labor-Management meeting may be held in a timely manner at the employee's request. These do not waive the employee's right to the grievance process.

- F. **Training:** Mandatory (required by the Management or the County) training scheduled by the agency outside the employees regular scheduled shift times shall be posted 2 weeks in advance. Employee schedules may be adjusted to match the training times and avoid overtime. Employees may request overtime or schedule adjustments by contacting management at least 1 week prior to the date of the mandatory training in accordance with the 2 weeks notice. Management will consider requests on a case by case basis but will ultimately decide. A lunch break while in training will not be paid if it is the employee's day off or if the training occurs outside the Detention Facility.

G. **Mandatory Detention Meetings:** Management may do schedule variations and move hours in the same day or from other days to match the time(s) and date(s) of the mandatory all staff training or meeting day(s) to avoid overtime. Overtime will be paid for any hours over 12, see definition of overtime. The schedule for that day(s) will be posted 2 weeks in advance in the Booth.

H. **Daylight Savings Time:** Employees whose work shift is extended or reduced due to daylight savings time shall be paid for the actual hours worked. In the case of an hour reduction the employee will be allowed to work another hour either before/after that shift to match the number of hours scheduled.

12.6 Exchanging Work Days

A. JCOs may exchange individual days of work with one another under the following conditions:

1. Both officers present the Unit Supervisor with a Schedule Variation Request form 3 days in advance for prior approval.
2. The exchange is completed within the 14-day work period.
3. The exchange does not result in overtime.
4. The exchange does not result in a gender coverage problem.
5. The officers will waive, if the circumstance warrants, their rights under 492-J's Supplemental Contract granting consecutive days of rest; or granting 2 consecutive days off per week for Flex staff; or granting 2 days of rest following 5 days of work.
6. The officers have no performance or attendance problems and have followed the guidelines for exchanging work days.
7. The JCO accepting the schedule variation to work a particular day is responsible for working that day. If the JCO does not work the exchange shift due to illness, he/she will be docked sick time. If a JCO scheduled to work on the exchange shift does not work that shift for any unapproved reason, he/she will be docked vacation time and may be subject to discipline, as determined by the shift supervisor.
8. If management feels that the work day exchange is not being honored, any future requests may be denied by management.
9. The Juvenile Court Management or 492-J may discontinue this exchange agreement without negotiations.

ARTICLE 13 – LEAVE OF ABSENCE

13.2.1 Jury Duty

A. Jury duty is a civic responsibility of voting citizens of this county, and Detention management will allow leave when jury duty time overlaps the regularly scheduled work of the employee.

- B. Employees who have jury duty on their days off will not be compensated for that time or given any additional leave time or comp time.
- C. Employees who serve on jury duty and report for work the same day will be required to complete a combined total of hours equal to the number of work hours regularly scheduled that day.
- D. Sequestered jurors who are JCOs will not be expected to work any day they are sequestered.
- E. Officers will be required to follow the Master Contract and this agreement once released from jury duty. "In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released."

ARTICLE 15 – WAGES

15.4.1 Specialty Pay (See attachments "A" and "B"):

- A. A certified Team Leader shall be compensated \$4.00 an hour for non-overtime hours. All overtime hours worked as a Team Leader shall be paid at current wages plus \$4.00 an hour at 1 ½ times.
- B. Certified Level 2 Intake Officers in a bid Intake position will receive an additional one hundred and seventy-three dollars (\$173.00) a month. Officers who are Intake Level II certified will be compensated an additional \$1.00 each hour worked in Intake when an Intake Officer is not working that shift. All overtime hours worked as a Level 2 Intake Officer, that is not in an intake bid position, shall be paid at the current wage plus \$1.00 an hour at 1 ½ times.
- C. A supervisor or team leader may authorize an Intake upgrade for an officer at the same time a bid Intake or upgraded officer is working under the following provisions:
 - 1. There is a documented need for a 2nd Intake Officer.
 - 2. The supervisor or team leader gives prior approval.
 - 3. Intake pay is limited to 2 Intake Officers (bid and/or upgrade at any one time).
 - 4. A time limit will be set to meet the immediate need.
 - 5. An upgrade will not be authorized for training.
- D. Officers can only perform 1 (one) specialty duty at a time, and receive only 1 (one) specialty pay at a time.

15.7.3.1 Call-Back Pay

Refer to Master Contract Article 15.6. Scheduled meetings and training on off hours or days off are not considered Call Back, but will be paid at the overtime rate when applicable.

15.8.7 Definition of Overtime

If the employee's regular schedule is:	Overtime is defined as:
8 Hours	<ul style="list-style-type: none"> - In excess of regularly scheduled shift - In excess of 80 hours in a 2-week period (FSLA 7K exemption, 14-day work period)
10 Hours	<ul style="list-style-type: none"> - In excess of regularly scheduled shift - In excess of 80 hours in a 2-week period (FSLA 7K exemption, 14-day work period)
12 Hours	<ul style="list-style-type: none"> - In excess of regularly scheduled shift - In excess of 80 hours in a 2-week period (FSLA 7K exemption, 14-day work period)
Flex (A tentative schedule becomes set 48 hours in advance.)	<ul style="list-style-type: none"> - In excess of a set scheduled shift - Work on a set day off - In excess of 80 hours in a 2-week period (FSLA 7K exemption, 14-day work period)

15.8.8 Shift Vacancy Replacement:

Vacancies, (exceeding 2 weeks), will be filled on a temporary basis in the following manner:

- A. The vacant schedule will be filled by Flex Schedule JCOs.
- B. By adjusting JCO schedules, agreed upon by management and the bargaining unit.
- C. A Limited Term Employee position may be hired on a temporary basis during the period of the vacancy under the following conditions:
 - 1. Union membership.
 - 2. Position will be available for up to 12 months, but can be extended by request.
 - 3. When the vacant schedule is filled, this position will be terminated and the Limited Term Employee will be laid off.
 - 4. If the Limited Term Employee is later hired, hours worked will be counted towards seniority.

15.8.9 Individual Shift Replacement: The fewest number of personnel needed to fulfill staffing requirements, including gender and specialty assignments, will be called into fill a vacancy. If a JCO/SS does not meet a specifically needed gender or specialty assignment, they will be skipped on the equalization list. In the event a JCO is the only employee on a shift that is both Level 2 intake certified and Team Leader certified that employee may choose the specialty they will perform and the other specialty will be filled following the procedures below. These JCOs will remain in these roles for the duration of the shift or until a more senior JCO with necessary certifications or shift

supervisor is on duty, whichever comes first. No replacement will be necessary at or above minimum staffing levels.

- A. If the vacancy creates a below minimum staffing level, gender coverage need, or a specialty assignment need, the planned and unplanned vacancies will be filled pursuant to this section.
- B. In the event a Shift Supervisor is scheduled to work and is authorized planned PTO or calls in for unplanned PTO, then no replacement will be necessary at or above the minimum staffing levels.

If a Shift Supervisor is absent from their scheduled shift (either planned or unplanned) and coverage drops below minimum staffing levels, then the Shift Supervisor vacancy will be filled in the following order:

- 1. Offering the Shift Supervisor on shift voluntary overtime. If that does not satisfy gender coverage requirements, then;
- 2. Offering Shift Supervisors off shift voluntary overtime per the equalization list. If that does not satisfy gender coverage requirements, then;
- 3. Offering JCOs overtime per 15.8.9 meeting gender requirements and specialty assignment requirements.

- C. Planned vacancies (vacation, training, etc., which occur 48 hours or more prior to the shift) will be filled (if necessary) in the following order:

- 1. The scheduling of six (6) Flex Schedule JCOs (including Intake) up to 80 hours each within a 2 week work period.
 - a. Flex staff receive 2 consecutive days off per week, unless mutually agreed otherwise.
 - b. Eight (8) hours are given off between shifts unless mutually agreed otherwise.
 - c. Flex schedule staff are required to verify their schedule with a shift supervisor or/team leader 48 hours prior to their next scheduled shift.
 - d. When a regular schedule becomes vacant on a permanent basis 61 days or longer after the start of the mark-up:
 - 1) The vacant schedule may be removed from the mark-up.
 - 2) Management will decide which gender will fill the vacancy.
 - 3) The most senior Flex Schedule JCO of the specified gender shall be offered the vacant regular schedule.
- 2. Any additional planned vacancies will be filled with voluntary overtime (see assigning of voluntary overtime below).

- D. Unplanned vacancies (under 48 hours from the start of the shift) will be filled (if necessary) in the following order:

- 1. Offer by seniority JCOs on shift, of the needed gender and/or specialty assignment, if applicable, their choice of schedule variation or overtime.

2. If the vacancy is no greater than 2 (two) hours, offer by seniority JCOs on the oncoming shift, of the needed gender and/or specialty assignment, if applicable, their choice of schedule variation or overtime.
 3. If the vacancy is greater than 2 (two) hours, it will be filled per the equalization list.
 4. If any schedule variation affects minimum staffing levels at another time, it will not be offered.
 5. In the event there is no JCO/Supervisor that can meet the staffing need, after exhausting voluntary overtime, staff will call a Probation Counselor on the management approved voluntary overtime Probation Counselor list to work.
 6. JCOs that meet the needed staffing requirement (gender and specialty assignment if applicable) will be mandated by inverse seniority to provide required coverage.
 7. Once mandated, per the overtime equalization list, JCOs will not be mandated again until all other JCOs have been mandated an equal number of times, except in a crisis as determined by the Director, Division Manager or Unit Supervisor.
- E. Planned Intake Vacancies (48 hours or more prior to the scheduled shift) will be filled at the supervisor's discretion in the following order:
1. Rescheduling the flex schedule Intake officer.
 2. Reassigning the most senior JCO who is scheduled to work during the vacancy who is Level 2 Intake certified for an additional pay upgrade while performing those duties, unless that certified Level 2 JCO chooses to be the Team Leader. Then, the next most senior certified Level 2 JCO is assigned to Intake.
 3. Assigning a JCO on shift to perform Intake Level 1 duties with the assistance of an Intake or Shift Supervisor and leaving Level 2 Intake duties for the next shift.
 4. Offering voluntary overtime to certified Level 2 staff.
- F. Unplanned Intake Vacancies (less than 48 hours from the start of the shift) will be filled at the supervisor's discretion in the following order:
1. Reassigning the most senior JCO who is on shift and is Level 2 Intake certified for an additional pay upgrade while performing those duties. In the event there is more than one Level 2 Intake certified JCO, the more senior JCO can decline.
 2. Offering voluntary overtime to off shift certified Level 2 Intake officers.

3. Assigning a JCO who is on shift to perform Level 1 Intake duties as needed with the assistance of an Intake or Shift Supervisor and leaving Level 2 Intake duties for the next shift.
 4. Offering voluntary overtime to off shift JCOs who perform Level 1 Intake duties.
- G. Assigning of Voluntary Overtime – Voluntary overtime will be offered according to the following procedure and order:
1. All JCOs, excluding JCOs in their new hire training module, are on the “Voluntary Overtime List” unless they ask to be taken off this list.
 2. In the event of equal overtime hours worked, the voluntary overtime will be offered first to the senior JCO.
 3. On a monthly basis, Management will post an updated list of the total overtime hours worked per JCO.
 4. When assigning voluntary overtime, the supervisor or team leader will fill the overtime by first offering the complete and full needed overtime hours to staff per contract. If no staff accepts the complete and fully needed overtime hours, the shift may be filled by offering partial blocks of needed time to JCOs. The unfilled portion of the overtime will then be offered to Probation Counselors who are on the approved detention overtime list.

15.13 Court Time

A JCO who is summoned to appear and/or testify in court in a matter in which a detainee or ex-detainee is the plaintiff or defendant, on their own time other than their regular duty hours shall be paid at a rate of 1 ½ their regularly hourly wage while in or awaiting court, with a minimum of 2 hours show up pay. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which time they are otherwise fully compensated. Officers will contact the prosecutor or the Victim/Witness Unit the day prior to the set court date to learn of any last minute continuances.

ARTICLE 16 – SENIORITY

16.4.1 Probationary Period

Newly hired JCOs will serve a probationary period of 2080 straight time working hours. JCOs on probation will rotate shifts as assigned by management for training needs. When a probationary employee has successfully completed all training they may be placed in a vacant schedule while no further training needs arise and no flex positions are vacant. Upon completion of probation, employees may bid according to the contract.

SCHEDULE B

**JUVENILE PROBATION COUNSELOR 1s &
JUVENILE PROBATION COUNSELOR ASSISTANTS**

SUPPLEMENTAL

ARTICLE 12 – HOURS OF WORK

12.1 Regular Hours

- A. Hours of work will continue in accordance with the Master Agreement, or in accordance with work schedules, guidelines and principles.

12.2 Alternative Work Hours or Shifts

- A. Refer to the attached Alternative Work Hour Schedule (Non-Shift) Guidelines.

ARTICLE 15 – WAGES

15.9 Overtime

- A. Employees can adjust their schedules each day if necessary to prevent creating overtime, with prior approval from their supervisor, and in accordance to Attachment D.
- B. Employees must receive prior written approval from their Supervisor before they work hours in addition to their normal schedule, unless their attendance is required in court.

15.11 On-Call Pay

- A. The Probation Counselor 1 (PC1) on-call for Electronic Monitoring will be compensated 2 hours at 1 ½ of the employee's regular rate of pay for each on call duty day.

15.12 Responding to Pager Pay

The PC1 on call for Electronic Monitoring reporting to work in response to a page shall be paid a minimum of 4 hours straight time or the rate of 1 ½ their regular rate for hours worked, whichever is greater.

Actual time worked will include credit for time spent from the time he/she leaves their home location until he/she returns to it or their regularly scheduled work shift instead of returning home.

SCHEDULE C

NURSES SUPPLEMENTAL

Article 8 – Holidays

8.1 Nurse Holidays

Nurses shall observe a holiday on the day it occurs. If an employee works on any of the holidays listed in the Master Contract, they shall be paid in accordance with Article 8.4 of the Master Contract.

Article 12 – Hours of Work

12.1 Nurse Work Day

Nurses will be allowed one (1) 30-minute paid meal break, and two (2) 15-minute breaks. Nurses are required to remain on site and available during meals unless otherwise approved by the supervisor.

12.1.3 Nurse Work Week

- A. For the full-time nurses, the workweek shall be 40 hours per week.
- B. Nurse schedules may vary in hours and may include more than 8 hours in an assignment with the prior agreement of the nurse to such assignment. Those nurses scheduled in advance for more than 8 hours (such as a nurse taking regular 10 hour shifts) will be paid at straight time. Any time worked beyond scheduled shift hours or 40 hours in a week will be paid at a rate of 1 1/2. In an emergency situation, nurses may be required to work beyond their regularly scheduled shift.
- C. There shall be no shift bidding by nurses.
- D. Nurses are not to be considered detention shift workers.
- E. Schedules will be determined between the Nurse Manager and the employee, subject to approval of the Detention Manager.

Article 15 – Wages

15.4 Out of Class Pay

A designated nurse working in the capacity of the Nurse Manager shall receive in addition to the regular rate of pay, \$4.00 per hour. This must be approved by the Detention Manager.

15.5.1 Shift Differential – Nurses Only

In addition to established wage rates, the employer shall pay an hourly premium for all hours worked on a regular scheduled shift as follows:

Swing Shift	\$1.50 per hour worked	1500-2300
Graveyard Shift	\$2.00 per hour worked	2300-0700
Weekend Shift	\$2.00 per hour worked	Sat. 0001-Sun. 2400

15.8 On-Call Duty

The Nurse on call, carrying the pager, for emergencies will be compensated at \$24.00 per 24-hour period.

15.9 Certification Premium Pay – Nurses Only

In addition to the established wage rates, employees shall be eligible for additional compensation for possessing and maintaining the additional certification of Certified Correctional Health Professional (CCHP), which is beyond the required classification minimum requirements. The expenses of initial certification and continued recertification will be borne by the employee. Department management must approve requests for certification premium pay. Employees who hold this certification will receive 2% of the employee's base pay. If the employee is working at a percentage, that percentage will be applied.

SCHEDULE D

MENTAL HEALTH PROFESSIONALS

SUPPLEMENTAL

ARTICLE 12 - HOURS OF WORK

12.1 Regular Hours

A. Hours of work will continue in accordance with the Master Agreement, or in accordance with work schedules, guidelines and principles.

12.2 Alternative Work Hours or Shifts

A. Refer to the attached "Work Schedule Principles and Guidelines (Non-Shift Work)".

ATTACHMENT A

SPECIALTY ASSIGNMENT (LEVEL 2) INTAKE OFFICER

SELECTION FACTORS:

- Successful completion of 1040 hours of actual hours worked. If a JCO proves themselves before the 1040 hours, that JCO can begin the training with an agreement between management and the union.
- Demonstrates skills, knowledge, and policy awareness of the JCO role and Detention operations.
- Has comprehensive understanding of the Court process and paperwork.
- Maintains attention to detail and accuracy.
- Enthusiasm and interest in performing Intake related duties.
- Initiative, organizational skills and ability to complete multiple tasks within a prescribed time frame.
- Can work in a fast-paced setting with many distractions.
- Excellent writing, word processing, and oral communication skills.
- Demonstrates follow-through ability for previous shift, current shift, and oncoming shift.
- Ability and commitment to mentor, train, and provide constructive guidance to JCOs in Intake procedures.
- Ability to work independently while maintaining the desired direction of Detention Management.
- Self-starter with initiative to identify and complete non-routine tasks as needed.
- Alert to catching errors and correcting them.
- Can identify process errors from other areas of Juvenile Court operations and follow through to resolve them.
- Performing at an acceptable level according to the Detention Manager.
- The "Flex" Intake Officer will be selected by Management prior to the January Intake Shift bid. This assignment will be for a full calendar year (January – December). If a vacancy occurs mid-year, management will fill it for the remainder of the calendar year.

CERTIFICATION:

- A JCO will perform Intake duties with guidance from a Level 2 Intake Officer.
- Based on the JCO's data entry expertise, customer service and other relevant skills, the Level 2 Intake Officer will make a recommendation to the Corrections Unit Supervisor to certify this JCO as an Intake Officer or not (with reasons).
- The Shift Supervisor assigned to this JCO will also make a recommendation to the Corrections Unit Supervisor to certify this JCO as a Level 2 Intake Officer or not (with reasons).
- The Corrections Unit Supervisor will make a recommendation to the Detention Manager to certify this JCO as a Level 2 Intake Officer or not (with reasons).
- The Detention Manager either certifies the JCO as a Level 2 Intake Officer or informs the JCO he/she is not being certified at this time.
- NOTE: Certification only makes a JCO eligible to serve as a Level 2 Intake Officer, it doesn't guarantee being assigned as an Intake Officer.

DE-CERTIFICATION:

- JCOs may be de-certified for substandard performance. The substandard performance may be related to this specialty assignment or to any other area of performance. A JCO may also be de-certified as part of a disciplinary action.

- Shift Supervisors with knowledge of substandard performance will bring their concerns to the other Shift Supervisors & the Detention Manager for discussion & assessment.
- The Detention Manager will make the final determination regarding decertification of a JCO as a Level 2 Intake Officer.

ASSIGNMENT OF INTAKE OFFICERS:

- Level 2 certified Intake Officers will bid Intake-designated shifts by seniority, with the exception of Management selecting the Flex Intake Officer.
- In the absence of the scheduled Intake Officer, the Shift Supervisor will assign the most senior Level 2 Intake-certified JCO on shift (unless that JCO is assigned to be the Team Leader).

PAYMENT:

- JCOs bidding or selected for Level 2 Intake Officer assignments will receive a salary enhancement of one hundred seventy-three dollars (\$173.00) per month.
- JCOs temporarily assigned to Intake will be paid an additional \$1.00 per hour when they are performing Level 2 Intake Officer duties.

EXAMPLES OF DUTIES:

All of the following duties will be performed under the direction of the Corrections Unit Supervisor:

- Responsible for screening and booking arrested/Court referred juveniles into Detention (Intake functions from Level 1 through Level 2).
- Gathers data and interviews juveniles referred to Detention to evaluate data pertinent to admissions, release, and the Court process, pursuant to Federal/State law criteria, Local Court Rules, and Detention policy.
- Coordinates Intake Admission/Release matters with Court staff, law enforcement, Prosecutors/Public Defenders, guardians, and other state and nationwide agencies.
- Completes tasks in management of automated systems which support the statewide Juvenile Information System (JIS), and computer based systems for Court and Detention.
- Completes daily, weekly, and monthly Intake duties as directed by the Corrections Unit Supervisor.
- Provides on-the-job training of in-service and new-hire staff in the area of Intake policies and procedures.
- Assists with population control measures when Detention is at capacity.
- Assists with transportation arrangements for out of area youths detained on local warrants.
- Performs all JCO duties as directed by the Shift Supervisor.

ADDITIONAL DUTIES OF THE FLEX INTAKE OFFICER:

- Review all files in Detention to ensure they are current, accurate, and complete.
- Ensure information in Juvenile Corrections System (JCS) & in the Juvenile Information Management System (JIMS) is current, accurate, and complete.
- Check scheduled events for any follow up items on youth (check off events occurring on your shift).
- Check court areas, Social Files, and Intake door slot for paperwork throughout the day; process it in the computer and DR File.
- Follow up on "file bys" to determine if they have met the statutory time frames.
- Copy and route unsigned Strip searches forms to the Corrections Unit Supervisor.
- Assist in processing youth, but as a secondary priority to maintaining accurate Detention Files.
- Calibrate the Identification machine.
- Other projects as assigned by the Corrections Unit Supervisor.

SPECIALTY ASSIGNMENT
DETENTION TEAM LEADER

SELECTION FACTORS:

- Must be a full-time JCO having successfully completed:
 - 1040 hours of actual hours worked;
 - Level 1 Intake training;
 - Team Leader training/certification;
 - And be performing at an acceptable level determined by the Detention Manager, who will decide if a JCO is qualified to become a Team Leader.

CERTIFICATION:

- Watch the Team Leader Training Video, with an exam to follow.
- Complete the Team Leader exam successfully (per the Corrections Unit Supervisor).
- Complete at least 40 hours of On-The-Job Training as a Team Leader, with a Shift Supervisor observing.
- The Shift Supervisor will initial items on the Team Leader Training checklist which he/she believes have been successfully completed.
 - All items on the Team Leader Training Checklist must be successfully completed & initialed by a Shift Supervisor.
- After the JCO completes all the items above, the Shift Supervisor training the JCO makes a recommendation to the Detention Manager to certify this JCO as a Team Leader or not (with reasons).
- The Detention Manager either certifies the JCO as a Team Leader (as of a specific date) or informs the JCO he/she is not being certified at this time.

DE-CERTIFICATION:

- JCOs may be de-certified for substandard performance. The substandard performance may be related to this specialty assignment or to any other area of performance. A JCO may also be de-certified as part of a disciplinary action.
- Shift Supervisors with knowledge of substandard performance will bring their concerns to the other Shift Supervisors & the Detention Manager for discussion & assessment.
- The Detention Manager will make the final determination regarding decertification of a JCO as a Team Leader.

ASSIGNMENT OF TEAM LEADER:

- The Shift Supervisor will assign the most senior Team Leader certified JCO on shift to be Team Leader, unless both management and the JCO affected agree to assign the next most senior, eligible JCO.
- If the most senior JCO is certified for both Team Leader and Intake, that JCO may choose which assignment to take. If the senior JCO chooses the Intake assignment, the next most senior JCO who is certified will be assigned to be the Team Leader.

PAYMENT:

- Team Leaders will be paid an additional \$4.00 per hour while performing Team Leader duties.

EXAMPLES OF DUTIES:

- A Team Leader is accountable for all actions which occur on the shift they are supervising.
- Direct staff to ensure all applicable policies/procedures are followed and required duties are completed.
- Call any Shift Supervisor, the Corrections Unit Supervisor, the Detention Manager, or the Juvenile Court Director for guidance in making non-routine decisions.
- Meet with the Shift Supervisor leaving shift for directions on specific duties to be accomplished.
- Meet with the oncoming Shift Supervisor to review and provide all reports and actions occurring on the Team Leader's Shift.
- Remain until the Shift Summary and all related reports are completed and submitted.
- Remain until another Shift Supervisor or Team Leader assumes leadership.

ATTACHMENT C

Juvenile Court Services

Work Schedule Principles and Guidelines – Alternate Work Schedule (Non-Shift Work)

Principles:

1. Supervisors know when and where employees they supervise are working.
2. Supervisors ensure sufficient coverage is provided in each unit.
3. Employee schedules are accessible to other employees.
4. Various scheduling options are available to address work and personal needs.

Guidelines:

1. Employees will have a designated schedule, approved by the Division Manager, on file in the business office.
2. An employee's schedule (on file) should not exceed 10 hours per day, begin before 7:00 a.m., or end before 4 p.m. more than one day a week, unless mutually agreed otherwise by the Juvenile Court Administrator.
3. Overtime is defined as any hours worked in excess of the employee's regularly scheduled or adjusted daily hours.
4. Each work unit collectively reviews the requests to ensure proper coverage to achieve unit responsibilities and to prevent inconvenience, scheduling conflicts, or work delays of any kind.
5. The needs of the public must be adequately met as well as the needs of the department.
6. The schedule must not interfere with the employee's ability to perform their job.
7. The Division Manager reserves the right to make changes to an employee's work schedule.
8. The schedule must be consistent with the Fair Labor Standards Act (e.g. minimum ½ hour lunch, two (2) 10-minute breaks, a defined work period, etc.).
9. Employees must obtain supervisory approval in writing prior to adjusting their daily hours (or as soon as possible thereafter if an unpredictable demand arises).
10. Designated work periods are as follows:
 - A. Sunday 0001 – Saturday 2400
 - B. Monday 1200 – Monday 1159
 - C. Tuesday 1200 – Tuesday 1159
 - D. Wednesday 1200 – Wednesday 1159
 - E. Thursday 1200 – Thursday 1159
 - F. Friday 1200 – Friday 1159
11. Staff choosing to change their schedule on file must submit a new schedule request for approval.
12. Staff will be required to sign off on the master list of schedules by January 1st and July 1st to confirm their schedule.

ATTACHMENT D

Juvenile Court Services

Work Schedule Principles and Guidelines – Predictable Flex Schedule (Non-Shift Work)

Principles:

1. Supervisors know when and where employees they supervise are working.
2. Supervisors ensure sufficient coverage is provided in each unit.
3. Employee schedules are accessible to other employees.
4. Various scheduling options are available to address work and personal needs.

Guidelines:

1. Employees will have a designated schedule, with a minimum of 2 consecutive days off unless mutually agreed otherwise, approved by the Division Manager, on file in the business office.
2. An employee's schedule (on file) should not exceed 10 hours per day, begin before 7:00 a.m., or end before 4 p.m. more than one day a week, unless mutually agreed otherwise by the Juvenile Court Administrator.
3. Overtime is defined as any hours worked in excess of the employee's designated 37.5 hours work period.
4. Each work unit collectively reviews the requests to ensure proper coverage to achieve unit responsibilities and to prevent inconvenience, scheduling conflicts, or work delays of any kind.
5. The needs of the public must be adequately met as well as the needs of the department.
6. The schedule must not interfere with the employee's ability to perform their job.
7. The Division Manager reserves the right to make changes to an employee's work schedule.
8. The schedule must be consistent with the Fair Labor Standards Act (e.g., minimum ½ hour lunch, two (2) 10-minute breaks, a defined work period, etc.).
9. Employees must obtain supervisory approval in writing prior to varying/adjusting their schedule (or as soon as possible thereafter if an unpredictable demand arises).
10. Two (2) consecutive days off may not always occur.
11. Designated work periods are as follows:
 - A. Sunday 0001 – Saturday 2400
 - B. Monday 1200 – Monday 1159
 - C. Tuesday 1200 – Tuesday 1159
 - D. Wednesday 1200 – Wednesday 1159
 - E. Thursday 1200 – Thursday 1159
 - F. Friday 1200 – Friday 1159
12. Staff choosing to change their schedule on file must submit a new schedule request for approval.

13. Staff will be required to sign off on the master list of schedules by January 1st and July 1st to confirm their schedule.
14. Staff mandated to return to work by their supervisor shall be paid a minimum of 4 hours straight time or the rate of 1 ½ their regular rate for all hours worked, whichever is greater. Actual times worked will include credit for commute time spent from the time he/she begins the commute to return to their assigned work location until he/she returns to their residence.
15. Variations/Adjustments of one's schedule to accommodate work needs are not considered "call-back".

SPOKANE COUNTY JUVENILE COURT SERVICES

SCHEDULE REQUEST

This does not apply to staff assigned to shift work.

Employee Name		Job Class Title		Work Unit	
Date of Request		From		To	
I will be working a: Predictable Flex <input type="checkbox"/> Alternate <input type="checkbox"/>					
DESIGNATED WORK PERIOD					
From: Sunday 0001			To: Saturday 2400		
WORK HOURS (Must be completed)					
Day of the Week	Start Time	Lunch	End Time	# of Hours	
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
SUNDAY					
I have read, understand and agree to the work schedule principles and guidelines.					
Employee Signature				Date	
<i>BACKUPS - Signatures of your 1st and 2nd backup who will provide coverage for your position.</i>					
1.			2.		
AUTHORIZATION					
FIRST LINE SUPERVISOR	Recommend Approval		Recommend Disapproval		Signature
UNIT SUPERVISOR	Recommend Approval		Recommend Disapproval		Signature
DIVISION MANAGER		Approved		Date	Signature
		Disapproved			

Draft revision 03/10/08 JLM

SUPPLEMENTAL
TO THE
2018-2020 MASTER AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY,
JUVENILE COURT SERVICES AND
LOCAL 492-J OF
THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, COUNCIL 2, AFSCME, AFL-CIO

Dated this 29th day of October, 2018

For Union:



Hiedi Bulkley, President 492-J

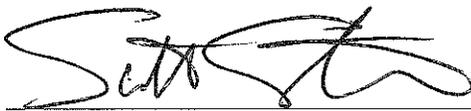


Gordon Smith, Staff Representative

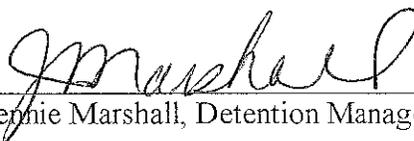
For Management:



Tori Peterson, Juvenile Court Administrator



Scott Stevens, Probation Manager



Jennie Marshall, Detention Manager



Randy Withrow, Labor Relations Specialist

