

September 22, 1995
380:C0295

Introduced by LARRY PHILLIPS
BRIAN DERDOWSKI

Proposed No. 95 - 669

ORDINANCE NO. **11998**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Uniformed Command Association, representing employees in the Department of Adult Detention; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Uniformed Command Association, representing employees in the department of adult detention and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 2nd day of October, 1995.

PASSED by a vote of 13 to 0 this 16th day of October, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Guadalupe Peterson
Clerk of the Council

APPROVED this 27th day of October, 1995.

Angus Lode
King County Executive

Attachment:
Collective Bargaining Agreement

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AGREEMENT BETWEEN
UNIFORMED COMMAND ASSOCIATION - DEPARTMENT OF ADULT DETENTION
AND
KING COUNTY

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2 AGREEMENT BETWEEN

3 UNIFORMED COMMAND ASSOCIATION - ADULT DETENTION

4 AND

5 KING COUNTY

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7 ARTICLE 1: POLICY AND PURPOSE

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9 **Section 1. Policy:** These articles constitute an Agreement, terms of which have been
10 negotiated in good faith between King County and its Department of Adult Detention, hereinafter
11 referred to as the Employer, and Adult Detention Uniformed Command Association, hereinafter
12 referred to as Association. This agreement shall be subject to approval by ordinance of the County
13 Council of King County, Washington.

14
15 **Section 2. Purpose:** The intent and purpose of this Agreement is to promote the
16 continued improvement of the relationship between the Employer and its employees by providing
17 a uniform basis for implementing the right of public employees to join organizations of their own
18 choosing; to be represented by such organizations in matters concerning their employment
19 relations with King County; and to set forth the wages, hours, and other working conditions of
20 such employees in appropriate bargaining units, provided the County has authority to act on such
21 matters, and further provided that the matter has not been delegated to any civil service
22 commission or personnel board similar in scope, structure, and authority as defined in RCW
23 41.56.
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25 **Section 3. Nondiscrimination:** Whenever words denoting gender are used in this
26 Agreement, they are intended to apply equally to either gender.
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ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 1. Exclusive Recognition: The King County Council recognizes the signatory organization as representing Correction Captains in the Department of Adult Detention.

Section 2. Employment Lists: The County will transmit to the Association a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

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ARTICLE 3: MANAGEMENT RIGHTS

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3 It is recognized that the Employer retains the right to manage the affairs of the County and
4 to direct the work force. Such functions of the employer include, but are not limited to the
5 following: Determine the mission, budget, organization, number of employees, and internal
6 security practices of the Department of Adult Detention; recruit, examine, promote, train
7 employees of its choosing and determine the time and methods of such action; discipline, suspend,
8 demote, or dismiss employees for just cause; assign and direct the work force; develop and
9 modify class specifications; determine the method, materials, and tools to accomplish the work;
10 designate duty stations; and assign employees to those duty stations; establish reasonable work
11 rules; assign hours of work and take whatever actions may be necessary to carry out the
12 Department's mission in the case of emergency. In prescribing policies and procedures relating to
13 personnel and practices, and to the conditions of employment, the Employer will comply with
14 state law to negotiate or meet and confer, as appropriate.
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17 All of the functions, rights, powers, and authority of the Employer not specifically
18 abridged, deleted, or modified by this Agreement are recognized by the Association as being
19 retained by the Employer.
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2 **ARTICLE 4: ASSOCIATION REPRESENTATION**

3 **Section 1. Negotiation/Business Leave Bank:** Employees who are elected to serve on the
4 Association negotiating committee shall be allowed time off from duty to attend negotiating
5 meetings with the County provided, however, that the total cumulative time expended during
6 negotiations does not exceed two (2) man hours at County expense for every (1) hour of
7 negotiations, and provided further, that prior approval is granted by the Department Director.

8 **Section 2. Association Representatives:** The Department shall afford Association
9 representatives a reasonable amount of time while on-duty status to consult with appropriate
10 management officials and/or aggrieved employees, provided that the Association representatives
11 and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the
12 business to be conducted, and request necessary time without undue interference with assignment
13 duties.
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15 The Department shall have the option of requiring time spent on such activities to be
16 recorded by the Association representatives on a time sheet provided by the supervisor.

17 Association representative shall guard against use of excessive time in handling such
18 responsibilities.
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ARTICLE 5: HOLIDAYS

Section 1. Observed Holidays: The parties shall continue to observe the following paid holidays:

New year's Day	(January 1)
Martin Luther King Day	(day of observance)
President's Day	(day of observance)
Memorial Day	(day of observance)
Independence Day	(day of observance)
Labor Day	(day of observance)
Veteran's Day	(day of observance)
Thanksgiving Day	(day of observance)
Friday following Thanksgiving	
Christmas Day	(December 25)

Holidays shall be observed in accordance with R.C.W. 1.16.050, as amended.

Section 2. Holiday Pay: All employees shall take holidays on the day of observance unless their work schedule requires otherwise for continuity of services, in which event, pay for such work will be done at one and one-half times the regular rate and the employee shall schedule and take another day off in lieu thereof within one hundred-twenty (120) days of the observed day. This holiday shall be taken at the employee's request, subject to approval by management.

In the event the holiday is not scheduled and taken within one hundred-twenty (120) calendar days of the date of the holiday, the employee shall be paid for the holiday at the straight time rate. No holiday(s) shall be carried over into the succeeding calendar year, except those holidays which occur after the first of October.

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Section 3. Floating Holidays: Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and the first of November of each year. These days can be used in the same manner as any vacation day earned.

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ARTICLE 6: VACATION

Section 1. Accrual Rates: Regular, full-time employees working 40 hours per week, shall receive vacation benefits as indicated in the following table:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
Upon completion of one (1) year of service		(80 hours) 10 days	
More than one (1) but less than three (3) years of continuous service	(6.66 hours) .833 days	(80 hours) 10 days	(160 hours) 20 days
Less than twelve (12) years but more than three (3) years of continuous service	(10 hours) 1.25 days	(120 hours) 15 days	(240 hours) 30 days
Twelve (12) years or more of continuous service	(13.33 hours) 1.66 days	(160 hours) 20 days	(320 hours) 40 days

For the purposes of this section, one (1) day of vacation pay shall be computed as 1/260 of the employee's annual salary in effect at the time of vacation or upon termination, and for payroll purposes, a year shall be considered to contain 2,080 hours. (Thereby, annual salary divided by 2,080 will result in the hourly rate for purposes of this section.)

Section 2. Beginning date of Accrual: Employees with one or more continuous years of service shall accrue vacation benefits monthly. An employee shall not be granted vacation benefits if not previously accrued.

1 **Section 3. County Employment While on Vacation:** No person shall be permitted to
2 work for compensation for the County in any capacity during the time when vacation benefits are
3 being drawn.
4

5 **Section 4. Incremental Usage:** Vacation may be used in one half hour increments at the
6 discretion of the department director or his appointed designee.

7 **Section 5. Upon Termination:** Upon termination for any reason, the employee will be
8 paid for unused vacation credit.
9

10 **Section 6. Suspension of Accrual:** No employee shall earn the equivalent of a month's
11 vacation credit during a month when the employee is absent without pay more than three (3)
12 working days, provided, however, that discipline resulting in suspension not exceeding ten (10)
13 working days shall not serve to reduce vacation credit.

14 **Section 7. Upon Death:** In cases of separation by death, payment of unused vacation
15 benefits shall be made to the employee's estate.
16

17 **Section 8. Waiver of Maximum Accrual:** Employees may continue to accrue additional
18 vacation beyond the maximum specified herein if, as a result of cyclical workloads or work
19 assignments, accrued vacation will be lost. Employees shall forfeit the excess accrual prior to
20 December 31st of each year unless a waiver for that particular year is obtained from the Associate
21 Director of the Department of Adult Detention.
22

23 **Section 9. Maximum Accrual and PERS 1:** PERS 1 employees who retire will be paid
24 up to a maximum of 480 hours of accrued vacation. Accrued amounts in excess of 480 hours
25 must be used prior to the date of retirement or be lost.

26 **Section 10. Vacation Leave Transfers:** Employees shall be allowed to transfer vacation
27 leave in accordance with the provision set forth in King County Code Chapter 3.12.
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2 **ARTICLE 7. SICK LEAVE**

3 **Section 1. Accrual Rate:** Every employee in a regular full-time or regular part-time
4 position shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally
5 scheduled annual hours of the employee's position: except that sick leave shall not begin to accrue
6 until the first of the month following the month in which the employee commenced employment.
7 The employee is not entitled to sick leave if not previously earned.

8
9 As an example of the above formula, an employee whose annual work schedule is 2080
10 hours shall accrue sick leave monthly at the rate of .00384615 times 2080, or eight (8) hours per
11 month.

12 **Section 2. Suspension of Accrual:** No employee shall earn sick leave credit during a
13 month when the employee is absent without pay more than three (3) working days, provided,
14 however, that discipline resulting in suspension not exceeding ten (10) working days shall not
15 serve to reduce sick leave credit.

16
17 **Section 3. Incremental Usage:** Sick leave may be used in one-half (1/2) hour increments
18 at the discretion of management.

19 **Section 4. Maximum Accrual:** There shall be no limit to the hours of sick leave accrued
20 by an employee.

21
22 **Section 5. Upon Separation:** Separation from King County employment, except by
23 retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave
24 currently accrued to the employee. Should the employee resign in good standing and return to the
25 County within two (2) years, accrued sick leave shall be restored.

26 **Section 6. Cash Out:** King County will reimburse those employees who have at least five
27 (5) years service and retire as a result of length of service or who terminate by death; twenty-five
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2 (25%) of their unused, accumulated sick leave to a maximum of thirty (30) days. All payments
3 shall be made in cash, based on the employee's base rate.

4 **Section 7. Worker's Compensation:** Employees injured on the job cannot simultaneously
5 collect sick leave and worker's compensation payments greater than the net regular pay of the
6 employee.

7 **Section 8. Family Leave and Bereavement Leave:** shall be administered in accordance
8 with the provisions of King County Code 3.12.245 and 3.12.210 respectively or as set by federal
9 or state law.

10 **Section 9. Sick Leave Donation:** Employees shall be allowed to donate sick leave in
11 accordance with King County Code 3.12.223.

12 **Section 10. Special Sick Leave:** Effective the date of this contract, Corrections Captains
13 shall be provided with twenty (20) days special sick leave which shall only be utilized to
14 supplement the employee's industrial insurance benefit should the employee be injured on the job.
15 The special sick leave shall not be used until three (3) days of regular sick leave have been used
16 for each incident of on-the-job injury. In the event that there is no regular sick leave, the special
17 sick leave shall be immediately available for an on-the-job injury. Special sick leave is non-
18 cumulative, but is renewable annually.
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2 ARTICLE 8. WAGE RATES

3 Section 1. 1995 Wage Rates: Effective January 1, 1995, the wage rates for Association
4 members shall be as set forth in Addendum A.

5 Section 2. 1996 Wage Rates: Effective January 1, 1996, the base wage rates as set forth
6 in the 1995 wage addendum shall be increased by 90% of the CPI-W All Cities Index (September
7 1994-September 1995) with a maximum increase of six (6) percent but no less than two (2)
8 percent.
9

10 Section 3. 1997 Wage Rates: Effective January 1, 1997, the base wage rates as set forth
11 in the 1996 wage addendum shall be increased by 90% of the CPI-W All Cities Index (September
12 1995-September 1996) with a maximum increase of six (6) percent but no less than two (2)
13 percent.
14

15 Section 4. Working in Higher Classification: Whenever an employee is assigned, in
16 writing, by the Department Director or designee, to perform duties of a higher classification, that
17 employee shall be paid at the first step of the higher class or the next higher amount as would
18 constitute a minimum of five (5%) percent over the salary received prior to the assignment, for all
19 time spent while so assigned. Such payments shall commence with the first day of assignment.
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ARTICLE 9: OVERTIME AND CALLBACK

Section 1: Overtime Payment Rate: Employer agrees to continue its current practice regarding payment of overtime to the Association's bargaining unit members.

Section 2. Overtime Cap/Limit: Overtime worked by individual bargaining unit members will be restricted to 32 hours per pay period. Provided: Association bargaining unit members will have the first right of refusal to work the overtime before the position to be worked is offered to an employee of a lower classification.

Section 3. Compensatory Time: Employer agrees to continue its current practice regarding compensatory time for Association's bargaining unit members. Provided, only a maximum of eighty (80) hours may be accrued by individual bargaining unit members.

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ARTICLE 10. HOURS OF WORK

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3 Section 1. Hours of Work: The working hours of Correction Captains shall be the
4 equivalent of forty (40) hours per week on an annualized basis.

5 Section 2. Assignment of Work Schedules: The establishment of reasonable work
6 schedules and starting times is vested solely within the purview of department management and
7 may be changed from time to time, provided a two (2) week notice of change is given, except in
8 those circumstances over which the Department cannot exercise control. Provided: the required
9 two (2) week notification period shall not commence until the employee has received verbal or
10 written notification of the proposed change. In the exercise of this prerogative, department
11 management will act reasonably and will establish schedules to meet the dictates of the work load,
12 however, nothing contained herein will permit split shifts, rotating or floating shifts.

13
14 Section 3. Work Schedules: Shift Captains may continue to choose between a 4/10 or 5/8
15 work schedule. Provided: During those times when one shift captain has a scheduled absence of
16 one week or more the other shift captain will revert to a 5/8 schedule. All other positions will
17 have their schedules assigned by the Associate Director.
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ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

King County presently participates in group medical, dental and life insurance programs. The County agrees to maintain the level of benefits in these plans during the term of this Agreement, provided that the Association and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

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1 **ARTICLE 12: MISCELLANEOUS**

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3 **Section 1. Mileage Reimbursement:** All employees who have been authorized by
4 management to use their own transportation on county business shall be reimbursed at the rate
5 approved by ordinance by the King County Council.

6 **Section 2. Uniform/Damage to Personal Items:** Employer agrees to continue its current
7 practice by providing uniforms within its quartermaster system. Employees who suffer a loss or
8 damage to personal property and/or clothing (i.e. watch, eye glasses, ring, necklace) in the line of
9 duty will have same repaired or replaced at Department expense, not to exceed \$150.00.

10
11 **Section 3. Limited Duty:** Employees who are injured or temporarily disabled shall be
12 allowed to work in a "limited duty" status, if possible, while recuperating from such injury,
13 provided said "limited duty" must be approved by the Associate Director.

14 **Section 4. Employee Files:** Any/all employee files, except the "background" file, shall be
15 available for review upon request during normal business hours.

16
17 **Section 5. Jury Duty:** An employee required by law to serve on jury duty shall continue
18 to receive salary and shall be relieved of regular duties for the period of time so assigned to jury
19 duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the
20 Comptroller.

21 When an employee is notified to serve on jury duty, he/she will inform his/her immediate
22 supervisor as soon as possible, but not later than two (2) weeks in advance regarding the dates of
23 absence from regular duties. The supervisor will ensure that the employee is relieved from regular
24 duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

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26 When the employee is dismissed from jury duty, the employee is required to contact
27 his/her supervisor immediately. The supervisor will instruct the employee when to report to work,
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provided: there must be a minimum of sixteen (16) hours between the time the employee is dismissed from jury duty and the time he/she must report for regular duties.

Section 6. Bulletin Board: The Employer agrees to permit the Association to post on a County bulletin board, the announcement of meetings, election of officers, and any other Association material which in not prohibited by State law or County ordinance.

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ARTICLE 13: GRIEVANCE PROCEDURE

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3 Section 1. Intent: King County recognizes the importance and desirability of settling
4 grievances promptly and fairly in the interest of continued good employee relations and morale
5 and to this end the following procedure is outlined. To accomplish this, every effort will be made
6 to settle grievances at the lowest possible level of supervision.

7 Section 2. Definition: Grievance: an issue raised by either an employee or the Association
8 relating to the interpretation of rights, benefits, or conditions of employment as contained in this
9 Agreement.
10

11 Section 3. Procedure:

12 Step 1 - A grievance shall be presented in writing by the aggrieved employee, and
13 his/her Association representative, within 14 calendar days of the occurrence of such grievance, to
14 the Associate Director. The Associate Director shall gain all relevant facts and shall attempt to
15 investigate, discuss, adjust the matter and provide a written reply. The Associate Director's
16 written decision shall be made available to the aggrieved employee within twenty (20) working
17 days. If a grievance is not pursued to the next level within five (5) working days, it shall be
18 presumed resolved.
19

20 Step 2 - If, after thorough evaluation, the decision of the Associate Director has
21 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to
22 the Director. The Department Director will have twenty (20) working days to review the
23 statement(s), letters, memoranda and other written materials previously submitted. The Director
24 may also interview the employee and/or his/her Association representative and receive any
25 additional related evidence he/she may deem pertinent to the grievance to resolve the issue. If the
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1 grievance is not pursued to the next higher level within five (5) working days, it shall be presumed
2 resolved.
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4 **Step 3 -** If the decision of the Director has not resolved the grievance, the
5 grievance may be presented to the Office of Human Resource Management, which shall render a
6 decision on the grievance within twenty (20) working days.

7 **Step 4 - (Arbitration).** The Association may request arbitration within thirty (30)
8 days of conclusion of Step 3, and must specify the exact question which it wishes to arbitrate. The
9 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the
10 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
11 nine (9) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). An
12 arbitrator shall be selected from a list by both the County representative and the Association, each
13 alternately striking a name from the list until one name remains. The arbitrator, shall be asked to
14 render a decision promptly and the decision of the arbitrator shall be final and binding on both
15 parties.
16

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18 The arbitrator shall have no power to change, alter, detract from or add to, the provisions
19 of this Agreement, but shall have the power only to apply and interpret the provisions of the
20 Agreement in reaching a decision.

21 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall
22 bear the cost of any witnesses appearing on the party's behalf.
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24 No matter may be arbitrated which the County by law has no authority to change or that
25 has been delegated to any civil service commission or personnel board as defined in Chapter 108,
26 Extraordinary Session, 1967, Laws of the State of Washington.
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1 There shall be no strikes, cessation of work, or lockout during such conferences or
2 arbitration.
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4 Time restrictions may be waived by consent of both parties.

5 **Section 4. Multiple Procedures:** If employees have access to multiple County procedures
6 for adjudicating grievances, the selection by the employee of one procedure will preclude access
7 to other procedures; selection is to be made no later than at the conclusion of the Step 2 of this
8 grievance procedure.
9

10 **Section 5. Special Procedures:** In those instances where disciplinary action is based on
11 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension
12 or termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately,
13 and the Office of Human Resource Management shall render a decision within twenty (20)
14 working days of the date the employee is accused of the violation or relieved of duty. Employees
15 who have been relieved of duty may request and shall have approved the utilization of accrued
16 vacation and/or holiday hours.
17

18 **Section 6. Procedure For Waiving:** Time restrictions and/or grievance steps may be
19 waived by written mutual consent of both parties, provided that new time limits be established by
20 a written document.

21 **Section 7. Just Cause Standard:** No employee may be discharged, suspended without
22 pay or disciplined in any way except for just cause. In addition, the County will employ the
23 concept of progressive discipline.
24

25 **Section 8. Probationary period:** All newly hired and promoted employees must serve a
26 probationary period as defined in King County Code 3.12.100. The probationary period is an
27 extension of the hiring process, therefore, the provisions of this Article will not apply to
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extension of the hiring process, therefore, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification.

Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

Section 9. Parties to the Agreement: In as much as this is an Agreement between the County and the Association, no individual may, without Association concurrence, make use of the provisions of this Article.

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2 **ARTICLE 14: FURLOUGH AND SHIFT ASSIGNMENTS**

3 Section 1. **Request for Shift Change:** Employees who desire to change their current shift
4 may request the same by submitting a written request to their immediate supervisor. Requests for
5 change at a time other than the annual rotation period shall be processed on a first-come, first
6 serve basis and will be contingent upon an available opening on the desired shift or furlough
7 period.

8
9 Section 2. **Annual Rotation:** Employees who desire a change in shift assignment to be
10 effective at the annual rotation period and to cover the following year shall submit a request for
11 change at least two months prior to the date of the annual rotation.

12 All requests shall be considered, and a determination made on the basis of the operational
13 needs of the Department, the seniority of the employee and his/her classification and previous
14 work assignments.

15
16 Section 3. **Furlough Assignments:** Choice of furlough days will be made between the
17 employees assigned to a particular assignment or shift noting the employees with the most
18 seniority will have first choice. Unless, otherwise agreed upon between the employees, furlough
19 days will normally include splitting the weekend days between them.

20 Section 4. **Management Decisions:** Management decisions regarding requests for shift
21 change or furlough assignment shall not be subject to the grievance procedure beyond the
22 Department Director level and the Director's decision shall be final.

23
24 Section 5. **First Year Employees:** All first year employees shall be subject to mandatory
25 shift/assignment rotation.

26 Section 6. **Involuntary Transfers:** If an employee is transferred or reassigned
27 involuntarily and such transfer or reassignment provides significant hardship on the employee or
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1 his/her family due to transportation problems, expense or other factors, the Department will give
2 full consideration to these factors and respond to viable alternatives proposed by the employee or
3 Association.
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5 **Section 7. Other Operational Assignments:** All operational assignments shall be made at
6 the discretion of management with seniority being but one factor. Advance notice of open or
7 available operational assignments shall be posted and all interested employees will be allowed to
8 apply. If no employee applies for a particular operational assignment, the employee currently
9 assigned may elect to remain in the assignment until the next scheduled rotation of assignments.
10 Operational assignments are defined as any duty or project outside a normal shift rotating
11 assignments.
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2 ARTICLE 15. FIREARMS

3 Section 1. Ammunition: Employer agrees to continue to provide practice ammunition to
4 weapons-qualified Corrections Captain.

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ARTICLE 16: TRAINING AND EDUCATION REIMBURSEMENT

Section 1. **General:** The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 2. **Training Opportunities:** Notice of special schools and general training opportunities will be posted and all interested personnel will be allowed to apply for these opportunities prior to any final selection. In addition, the department will continue its practice of sending notices of specialized training opportunities to applicable personnel.

Employees shall be eligible to be paid their regular wages while attending approved and job-related in-service, meetings, educational workshops and/or seminars plus travel expenses in accordance with the County travel reimbursement policies.

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2 **ARTICLE 17: SAVINGS CLAUSE**

3 Should any part hereof or any provision herein contained be rendered or declared invalid
4 by reason of any existing or subsequently enacted legislation or by any decree of a court of
5 competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
6 invalidate the remaining portions hereof; provided, however, upon such invalidation the parties
7 agree to meet to renegotiate such parts or provisions affected. The remaining parts or provisions
8 shall remain in full force and effect.
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ARTICLE 18: WAIVER CLAUSE

The parties acknowledge that each has had unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

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2 **ARTICLE 19. REDUCTION - IN - FORCE.**

3 Section 1. **Order of Layoff:** Employees laid off as a result of a reduction in force shall be
4 laid off according to seniority within the classification; with the employee with the least time being
5 the first to go. In the event there are two or more employees eligible for layoff with the
6 Department with the same classification and seniority, the Department Director will determine the
7 order of the layoff based on employee performance.

8 Section 2. **Recall:** Employees laid off in accordance with the provisions of this article will
9 be eligible for rehire into positions of the same classification in the inverse order of layoff.

10 Section 3. **Appointment to Exempt Position:** An employee who accepts a transfer or
11 promotion to an exempt position shall be allowed to re-enter career service at a position in his/her
12 previous classification, or a similarly compensated classification as a result of any forced or willful
13 demotion or reduction in force. Employees appointed to an exempt position will continue to
14 accrue seniority.
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ARTICLE 20: DURATION

This Agreement and each of its provisions, unless otherwise stated shall become effective upon ratification by the Association and the King County Council and shall continue in full force and effect through December 31, 1997.

Contract negotiations for 1998 may be initiated by either party by providing to the other party written notice of its desire to begin negotiations, provided that such negotiations may not commence sooner than May 15, 1997.

APPROVED this 21st day of September, 1995

By 
Gary Locke, King County Executive

SIGNATORY ORGANIZATION

By 
DAD Uniformed Command Association

380:C0295

11998

Union code DADUC

**ADDENDUM A - 1995
ADULT DETENTION UNIFORMED COMMAND ASSOCIATION**

Pay Range 65, 1995

	1	2	3	4	5	6	7	8	9	10
Ann.	50,706.96	53,191.92	54,497.28	55,833.84	57,194.64	58,495.68	59,828.40	61,194.00	62,595.12	64,029.60
Mon.	4,225.58	4,432.66	4,541.44	4,652.82	4,766.22	4,874.64	4,985.70	5,099.50	5,216.26	5,335.80
S-Mon.	2,112.79	2,216.33	2,270.72	2,326.41	2,383.11	2,437.32	2,492.85	2,549.75	2,608.13	2,667.90
40-Hr.	24.3783	25.5730	26.2006	26.9431	27.4974	28.1229	28.7636	29.4201	30.0938	30.7834

STEP PLACEMENT

Captains promoted before ratification of both parties will be paid at a starting salary at step 10, Range 65.

Retroactive Payment: Salary payments will become retroactive beginning on 01/01/95.


Captains in the bargaining unit as of 07/01/95 will receive a one time lump sum payment of \$2,000.

SIGN:

**ADULT DETENTION UNIFORMED
COMMAND ASSOCIATION**

COUNTY OF KING, WASHINGTON

By 

By 
Gary Locke 9-21-95
King County Executive

380:C0295



FISCAL NOTE
resulting from
COLLECTIVE BARGAINING AGREEMENTS

Ordinance/Motion No.	
Title:	Adult Detention Uniformed Command Association
Affected Agency and/or Agencies:	Department of Adult Detention
Note Prepared by:	David Gaba, Lead Labor Negotiator <i>(Signature)</i>
Note Reviewed by:	Craig Soper, Budget Supervisor <i>(Signature)</i>

Period: 1/1/95 - 12/31/97

EXPENDITURES FROM:

Fund Title	Code	Department	1995	1996	1997
CX	10	DAD	70,439.47	58,132.65	59,876.63
TOTAL			70,439.47	58,132.65	59,876.63

EXPENDITURE BY CATEGORIES:

	Code	Department	1995	1996	1997
Salaries			48,979.84	50,449.23	51,962.71
PERS & FICA			7,459.63	58,132.65	59,876.63
One time Lump sum payment			14,000		
TOTAL			70,439.47	58,132.65	59,876.63

EXPENDITURE IMPACT:

Was expenditure anticipated in current years budget?	
Assumptions used in estimating expenditure include:	
1.	PERS and FICA @ 15.23%
2.	Assumes no overtime.
3.	Assumes no new positions.
4.	Assumes no turnover or step progression.
5.	Amounts are non-cumulative.
6.	1995 Wages based on Step 10 of Pay range 65.
7.	COLA for 1996 @ 3%
	COLA for 1997 @ 3%
8.	\$2,000 lump sum per employee in 1995 in lieu of 1994 retro pay.