

September 8, 1997  
29500197

Introduced by: GREG NICKELS  
Larry Gossett

Proposed No.: 97-551

ORDINANCE NO. **12868**

AN ORDINANCE approving and adopting a Collective Bargaining Agreement and Memoranda of Understanding negotiated by and between King County and the King County Corrections Officers Guild, representing corrections officers and sergeants 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 and Memoranda of Understanding negotiated between King County and the King County Corrections Officers Guild, representing regular full-time corrections officers and corrections sergeants in the Department of Adult Detention and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said Collective Bargaining Agreement shall be effective from September 1, 1997, through and including December 31, 1999, except where the specific provisions of the Agreement state a different effective date for that provision.

INTRODUCED AND READ for the first time this 8<sup>th</sup> day of

September, 1997.

PASSED by a vote of 13 to 0 this 15<sup>th</sup> day of

September, 1997.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

[Signature]

Clerk of the Council

APPROVED this 25 day of September, 1997.

[Signature]  
King County Executive

Attachment:

Collective Bargaining Agreement

cc: Labor Relations, OHRM

12868

97-551

**COLLECTIVE  
BARGAINING AGREEMENT**

between

**KING COUNTY**

and

**KING COUNTY**

**CORRECTIONS GUILD**

Representing Corrections Officers and Sergeants in  
the King County Department of Adult Detention

**September 1997**

**through**

**December 1999**

AGREEMENT BETWEEN  
KING COUNTY  
AND  
KING COUNTY CORRECTIONS GUILD  
DEPARTMENT OF ADULT DETENTION

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AGREEMENT BETWEEN  
KING COUNTY CORRECTIONS GUILD  
AND  
KING COUNTY

September 1, 1997 THROUGH December 31, 1999

ARTICLE 1: POLICY AND PURPOSE

**Section 1. Policy.** These articles constitute an Agreement, terms of which have been negotiated in good faith between King County and its Department of Adult Detention, hereinafter referred to as the Employer, and King County Corrections Guild, hereinafter referred to as the Guild. This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

**Section 2. Purpose.** The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing; to be represented by such organizations in matters concerning their employment relations with King County; and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

**Section 3.** The Employer and the Guild agree that they will not illegally discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical handicap.

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2       **Section 1. Exclusive Recognition.** The King County Council recognizes the signatory  
3 organization, Certification No. 12491-E-96-2087, as certified on September 10, 1996, as representing  
4 regular full-time correction officers and correction sergeants employed by King County Department  
5 of Adult Detention. Provisional employees are not covered by the terms of this Agreement.

6       **Section 2. Unit Membership.** It shall be a condition of employment that all regular full-time  
7 employees shall become members of the Guild on the thirtieth (30<sup>th</sup>) day following ratification of this  
8 Agreement and shall remain members in good standing (as defined in the Guild's constitution and by-  
9 laws), or shall pay an agency fee to the Guild for representation to the extent allowed by law.

10       It shall also be a condition of employment that regular, full-time employees covered by this  
11 Agreement and hired on or after its effective date shall, on the thirtieth (30<sup>th</sup>) day following such  
12 employment, become and remain members in good standing in the Guild or pay an agency fee to the  
13 extent allowed by law.

14       Provided, that employees with a bona fide religious objection (as determined by Public  
15 Employment Relations Commission) to Guild membership and/or association based on the bona fide  
16 tenets or teachings of a church or religious body of which such employee is a member shall not be  
17 required to tender those dues or initiation fees to the Guild, for deposit, into its general account, as a  
18 condition of employment. Such employee shall have deducted, on a monthly basis, an amount of  
19 money equivalent to regular union dues and initiation fees. Said money shall be deposited into a  
20 special interest-bearing account by the Guild and, at the end of the fiscal year, donated to a non-  
21 religious charity, mutually agreed upon between the public employee and the Guild. If the employee  
22 and the Guild cannot agree on the non-religious charity, the Public Employment Relations  
23 Commission shall designate the charitable organization. It shall be the obligation of the employee  
24 requesting or claiming the religious exemption to show proof to the Guild that he/she is eligible for  
25 such exemption.  
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The Guild records concerning the special charitable contributions by non-union objectors shall be available for inspection by the County and by the contributors to the special account, upon reasonable notice.

**Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee, the amount of dues as certified by the secretary of the signatory organization and shall transmit the same to the treasurer of the signatory organization.

The signatory organization will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

**Section 4. New Hires.** The County will require all new employees, hired in a position included in the bargaining unit, to sign a form (in triplicate), which will inform them of the Guild's exclusive recognition.

**Section 5. Employment Lists.** The County will transmit to the Guild 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.

1 ARTICLE 3: MANAGEMENT RIGHTS

2 It is recognized that the Employer retains the right to manage the affairs of the County and to  
3 direct the work force. Such functions of the Employer include, but are not limited to:

4 a. determine the mission, budget, organization, number of employees, and internal  
5 security practices of the Department of Adult Detention;

6 b. recruit, examine, evaluate, promote, train, transfer employees of its choosing, and  
7 determine the time and methods of such action;

8 c. Discipline, including but not limited to, suspending, demoting, or dismissing  
9 employees for just cause; provided that when a transfer is intended as a disciplinary sanction, it is  
10 subject to the Just Cause requirement;

11 d. assign, direct and reduce the work force; develop and modify class specifications  
12 and assign positions to such classes; determine the method, materials, and tools to accomplish the  
13 work; designate duty stations and assign employees to those duty stations. Management will not  
14 replace or reclassify uniform positions with non uniform position for the duration of this Agreement;

15 e. establish reasonable work rules; assign the hours of work and take whatever  
16 actions may be necessary to carry out the Department of Adult Detention's mission in case of  
17 emergency.

18 f. Jail Clean up: the Guild will make no claim to, or complaint concerning trained  
19 Department of Facilities custodians who will supervise inmate clean up of common areas in DAD  
20 facilities (except for employee locker rooms and administrative offices in which personnel files are  
21 kept).

22 g. Bi-weekly pay: the right to define and implement a new bi-weekly payroll system  
23 is vested exclusively in King County. Implementation of such system may include a conversion of  
24 wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right  
25 to make the changes necessary to implement such payroll system.

26 h. Uniforms: the Department may change or modify its requirement with respect to  
27 the uniforms worn by its employees.  
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1 In prescribing policies and procedures relating to personnel and practices, and to the  
2 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,  
3 as appropriate. However, the parties agree that the Employer retains the right to implement any  
4 changes to policies or practices, which are not mandatory subjects of bargaining.

5 All of the functions, rights, powers, and authority of the Employer not specifically abridged,  
6 deleted, or modified by this Agreement are recognized by the Guild as being retained by the  
7 Employer.

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1 ARTICLE 4: UNION REPRESENTATION

2       **Section 1. Appointment to Union Position.** An employee elected or appointed to an office  
3 in a local of the signatory organization which requires a part or all of his/her time shall be given a  
4 leave of absence of up to one (1) year without pay, upon application. This applies to only one  
5 employee at any given time.

6       **Section 2. Business Leave Bank.** The Guild will establish a business leave bank for Guild  
7 activity. The bank hours shall be established through the deduction of vacation hours only (excluding  
8 probationary employees). Up to two (2) hours annually may be deducted from each employee's leave  
9 account to fund the leave bank. The Employer agrees to administer the leave bank account, provided  
10 the Guild has the sole discretion to determine who may use the business leave bank and under what  
11 circumstances. The release of employees for Guild business leave shall not be unreasonably  
12 withheld. The employee shall provide the Employer with a minimum of five (5) days of notice.

13       **Section 2a.** An employee selected by the Department of Adult Detention (DAD) for  
14 temporary assignment of up to two (2) years in a facility other than a DAD facility (including, but not  
15 limited to the State Academy, State Criminal Justice Training Commission, or the National Institute  
16 of Corrections), shall continue to be covered by Articles 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 16, 17,  
17 18, 19, 20, 21, 22, 23, and 24 of this agreement.

18       **Section 3. Union Representatives.** The Department shall afford Guild representatives a  
19 reasonable amount of time while in on-duty status to consult with appropriate management officials  
20 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees  
21 contact their immediate supervisors, indicate the general nature of the business to be conducted, and  
22 request necessary time without undue interference with assignment duties. Time spent on such  
23 activities shall be recorded by the Guild representatives on a time sheet provided by the supervisor.  
24 Guild representatives shall guard against use of excessive time in handling such responsibilities.  
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1 ARTICLE 5: HOLIDAYS

2 **Section 1. Observed Holidays.** The Parties shall continue to observe the following paid  
3 holidays:

4 New Year's Day	(January 1)
5 Martin Luther King Day	(day of observance)
6 President's Day	(day of observance)
7 Memorial Day	(day of observance)
8 Independence Day	(July 4)
9 Labor Day	(day of observance)
10 Veteran's Day	(day of observance)
11 Thanksgiving Day	(day of observance)
12 The Friday following Thanksgiving Day	
13 Christmas Day	(December 25)

14 Holidays shall be observed in accordance with RCW 1.16.050, as amended.

15 **Section 2. Holiday Pay. Section 2. Holiday Pay.** All employees shall take holidays  
16 on the day of observance unless their work schedule requires otherwise, in which event they shall  
17 either be paid for the holiday or, if mutually agreed to by the employee and management, may be  
18 scheduled the same as a vacation day. PERS I employees must use all their accrued holiday time  
19 prior to retirement.

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

24 **Section 4 Holiday Time Accrual.** An employee's paycheck will reflect the monthly accrual  
25 of holiday time.

26 **Section 5. Premium Holidays.** Employees whose work shift begins on January 1st, Martin  
27 Luther King Day, Memorial Day, July 4th, Labor, Day, Thanksgiving Day, and December 25th, shall  
28 receive four (4) hours straight time pay in addition to the compensation described in Section 2.

1 ARTICLE 6: VACATION

2 **Section 1. Accrual Rates.**

3 A. Beginning September 1, 1997, regular full-time employees working forty (40) hours  
 4 per week, shall accrue vacation leave benefits as described in and further qualified by this section.  
 5 Employees shall receive vacation leave benefits based on an hourly accrual rate for each hour in pay  
 6 status exclusive of overtime up to the maximums indicated in the table below. Employees shall not  
 7 be eligible to use or be paid for vacation leave until they have successfully completed their first year  
 8 of service.

<u>Full Years of Service</u>	<u>Maximum Annual Leave in Days</u>
Upon hire through end of year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

1           1.       Said employees who were employed on or before September 1, 1997, and by that  
2 date had completed at least three but less than five full years of service shall begin to accrue fifteen  
3 days of vacation leave per year effective September 1, 1997.

4           2.       Said employees who were employed on or before December 31, 1995 and  
5 subsequent to that date complete three full years of service shall begin to accrue fifteen (15) days of  
6 vacation leave per year effective on the first day of their fourth full year of service.

7           3.       Beginning on the first day of their sixth full year of service all such employees  
8 shall accrue vacation leave as set forth in paragraph A of this section.

9           B.       Part-time regular employees shall accrue vacation leave in accordance with the  
10 vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual rates  
11 shall be prorated (less overtime) to reflect his/her normally scheduled work week.

12          C.       Employees eligible for vacation leave shall accrue vacation leave from their date of  
13 hire. Employees shall not use or be paid for vacation leave until it has accrued, and such use or  
14 payment is consistent with the provisions of this section.

15          D.       Full-time regular employees may accrue up to sixty (60) days vacation leave. Part-  
16 time regular employees may accrue vacation leave up to sixty (60) days prorated to reflect their  
17 normally scheduled workweek. Such employees shall use vacation leave beyond the maximum  
18 accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the  
19 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount  
20 unless the appointing authority has approved a carryover of such vacation leave because of cyclical  
21 workloads, work assignments or other reasons as may be in the best interest of the County. The  
22 maximum vacation accrual amount established in this paragraph shall apply to vacation accruals as of  
23 the effective date of this new benefit, as described in Section 1 (A) above.

24          E.       Employees shall not be eligible to take or be paid for vacation leave until they have  
25 successfully completed their first year of County service. Employees who leave County employment  
26 prior to successfully completing their first year of County service shall forfeit and not be paid for  
27 accrued vacation leave. Full-time regular employees and part-time regular employees shall be paid  
28 for accrued vacation leave to their date of separation up to the maximum accrual amount if they have

1 successfully completed their first year of County service. Payment shall be the accrued vacation  
2 leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment  
3 less mandatory withholdings.

4 F. No employee shall work for compensation for the county in any capacity during the  
5 time that the employee is on vacation leave

6 G. Vacation leave may be used in fifteen (15) minute increments, at the discretion of the  
7 appointing authority.

8 H. In cases of separation from county employment by death of an employee with accrued  
9 vacation leave and who has successfully completed his/her first year of county service, payment of  
10 unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or,  
11 in applicable cases, as provided for by state law, RCW Title 11.

12 I. If an employee resigns from County employment in good standing or is laid off and  
13 subsequently returns to County employment within two years from such resignation or lay off, as  
14 applicable, the employee's prior County service shall be counted in determining the vacation leave  
15 accrual rate under paragraph A of this section.

16 **Section 1a. Vacation Scheduling.** Vacation preference requests for a period beginning April  
17 1<sup>st</sup> and ending the following March 31<sup>st</sup>, must be received not later than the March 1<sup>st</sup> preceding the  
18 twelve (12) month period during which the vacation is being requested in order to receive scheduling  
19 preference. Vacation preference requests shall be granted based upon seniority within each shift,  
20 squad, or unit, provided that essential facility operations are properly staffed at all times. Employees  
21 shall be advised by April 1 regarding approval or disapproval of their requests.

22 The number of vacation slots available for each shift shall be as follows:

<u>Seattle Jail</u>		<u>Kent Regional Justice Center</u>	
First Shift	9	First Shift	4
Second Shift	9	Second Shift	4
Third Shift	8	Third Shift	4
Fourth Shift	4	Fourth Shift	2
<i>(Court Detail)</i>			

1 Section 1b. Vacation requests received after March 1 shall be considered and approved on  
2 the basis of date of request. Employees shall be advised within thirty (30) days of the date of the  
3 request as to approval or disapproval of the request.

4 Section 1c. Employees who are transferred involuntarily, and who have already had their  
5 vacation requests approved, will be allowed to retain that vacation period regardless of their seniority  
6 within the shift, squad, or unit to which they are transferred.

7 Section 2. Maximum Accrual and PERS I. PERS I employees who retire will be paid up  
8 to a maximum of 240 hours of accrued vacation. Accrued amounts in excess of 240 hours must be  
9 used prior to the date of retirement or be lost.

10 Section 3. Vacation Leave Transfers. Employees in the bargaining unit shall be allowed to  
11 transfer vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as  
12 amended.

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1 ARTICLE 7: SICK LEAVE

2 A. Effective September 1, 1997, full-time regular employees shall accrue sick leave  
3 benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a  
4 maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first  
5 of the month following the month in which the employee commenced employment. The employee is  
6 not entitled to sick leave if not previously earned.

7 B. During the first year of service, employees eligible to accrue vacation leave may, at the  
8 appointing authority's discretion, use any accrued days of vacation leave as an extension of sick  
9 leave. If an employee does not work a full year, any vacation leave used for sick leave must be  
10 reimbursed to the county upon termination.

11 C. Sick leave may be used in fifteen (15) minute increments, at the discretion of the  
12 appointing authority.

13 D. There is no limit to the hours of sick leave benefits accrued by an eligible employee.

14 E. Management is responsible for the proper administration of this benefit. Employees  
15 shall complete an absence request form on the first day back to work after an illness. Supervisors  
16 may require verification of any illness absence. A letter from the employee's doctor may be required  
17 for this purpose. If family sick leave is used, a statement explaining the requirement for said leave  
18 shall be included with the absence request form. If verification of illness is required, the Employer  
19 will make a reasonable effort to inform the employee of the need for such verification prior to his/her  
20 return to work. Failure to notify an employee prior to his/her return to work, does not relieve the  
21 employee of the responsibility to provide medical verification of illness, if so requested.

22 F. Separation from or termination of county employment except by reason of retirement  
23 or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the  
24 employee as of the date of separation or termination. Should the employee resign in good standing or  
25 be laid off and return to county employment within two years, accrued sick leave shall be restored.

26 G. Usage for other employment injuries. Sick leave, because of an employee's physical  
27 incapacity will not be approved when the injury is directly traceable to simultaneous employment  
28 other than with the County of King.

1 H. Effective September 1, 1997, employees eligible to accrue sick leave and who have  
2 successfully completed at least five years of county service and who retire as a result of length of  
3 service or who terminate by reason of death shall be paid, or their estates paid or as provided for by  
4 RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated  
5 sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county  
6 employment less mandatory withholdings.

7 I. Accrued sick leave may be used for the following reasons:

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

11 2. The employee's incapacitating injury, provided that:

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

15 b. An employee may not collect sick leave for physical incapacity due to  
16 any injury or occupational illness which is directly traceable to employment other than  
17 with the county.

18 3. Exposure to contagious diseases and resulting quarantine.

19 4. A female employee's temporary disability caused by or contributed to by  
20 pregnancy and childbirth.

21 5. The employee's medical or dental appointments, provided that the employee's  
22 appointing authority has approved the use of sick leave for such appointments.

23 6. To care for the employee's child or the child of an employee's domestic  
24 partner if the following conditions are met:

25 a. The child is under the age of eighteen;

26 b. The employee is the natural parent, stepparent, adoptive parent, legal  
27 guardian or other person having legal custody and control of the child;



1 c. The employee's child or the child of an employee's domestic partner  
2 has a health condition requiring the employee's personal supervision during the hours  
3 of his/her absence from work;

4 d. The employee actually attends to the child during the absence from  
5 work.

6 7. Employees shall be entitled to use sick leave in the maximum amount of three  
7 days for each instance where such employee is required to care for immediate family members  
8 who are seriously ill. "Immediate Family," for purposes of family care, is as defined by the  
9 FMLA. There shall be no limit on the use of sick leave to care for children under paragraph  
10 I.6 of this section.

11 8. Up to one day of sick leave may be used by a male employee for the purpose of  
12 being present at the birth of his child.

13 J. An employee who has exhausted all of his/her sick leave may use accrued vacation  
14 leave as sick leave before going on leave of absence without pay, if approved by his/her appointing  
15 authority.

16 K. Employees are required to notify the Department at least one-half hour prior to their  
17 scheduled reporting time if they are requesting an absence due to one of the above reasons.

18 L. Part Time Accrual. Every regular part-time employee shall accrue sick leave benefits  
19 proportionate to the employee's regular work day.

20 M. Family Care and Bereavement Leave.

21 1. Regular, full-time employees shall be entitled to three (3) days of  
22 bereavement leave a year due to death of a member of the employee's immediate family.

23 2. Regular- full-time employees who have exhausted their bereavement  
24 leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when  
25 death occurs to a member of the employee's immediate family.

26 3. Three (3) sick leave days of absence from the job may be granted per  
27 occurrence to an employee due to a requirement to care for immediate family members who  
28 are seriously ill. No more than six (6) days of sick leave may be used for this purpose per

1 calendar year except for children as described in Section I 7 above. Written verification for  
2 family care sick leave may be required by management. If required, this verification will  
3 include: 1) nature and severity of illness or injury; 2) relationship of immediate family  
4 member; and 3) a statement indicating that no other person is available and/or capable of  
5 providing care for the ill or injured family member. In addition, family care sick leave shall  
6 be approved for accompanying or transporting immediate family members to and from a  
7 hospital or to medical or dental appointments, providing the immediate family member is a  
8 minor child, is infirm, or cannot reasonably get to and from the appointment without the  
9 employee's aid.

10 4. In cases of family care where no sick leave benefit exists, the employee  
11 may be granted leave without pay.

12 5. In the application of any of the foregoing provisions, when a holiday or  
13 regular day off falls within the prescribed period of absence, it shall not be charged against  
14 sick leave accrual.

15 6. Worker's Compensation. Employees injured on the job cannot  
16 simultaneously collect sick leave and worker's compensation payments greater than net  
17 regular pay of the employee.

18 N. Immediate Family For Purposes of Bereavement Leave. Immediate family is  
19 construed to mean persons related by blood or marriage to an employee as follows: grandparent,  
20 parent, spouse, children, legally adopted child, sibling, grandchild, and any persons for whose  
21 financial or physical care the employee is principally responsible.

22 O. Special Sick Leave. All newly hired Corrections Officers shall be provided with thirty  
23 (30) days special sick leave, which shall be used only to supplement the employee's industrial  
24 insurance benefit should the employee be injured on the job during his or her first calendar year on  
25 the job. The special sick leave shall not be used until three (3) days of regular sick leave have been  
26 used for each instance of on the job injury. During the second year of employment, and for all  
27 succeeding years, all Corrections Officers shall be provided with twenty (20) days special sick leave  
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1 which shall only be utilized in the circumstances as herein described. Special sick leave is non-  
2 cumulative, but is renewable annually.

3 P. Sick Leave Transfers. Employees in the bargaining unit shall be allowed to transfer  
4 sick leave in accordance with the provisions set forth in King County Code 3.12.223, as amended.

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1 ARTICLE 8: WAGE RATES

2           **Section 1. 1997 Wage Rates. Corrections Officers and Corrections Supervisors** Effective  
3 September 1, 1997, the base wage rates shall be as set forth in Addendum A. This rate reflects a  
4 7.7% increase in base wages over the December 31, 1995 and August 31, 1997 rates.

5           **Section 1a.** Effective January 1, 1999, the wage rates in Addendum A shall be increased by  
6 2.7%.

7           **Section 2. Work in Higher Classification.** Whenever an employee is assigned, in writing,  
8 by the Department Director or designee, to perform the duties of a higher classification for a period of  
9 three (3) working days or more, that employee shall be paid at the first step of the higher class or the  
10 next higher step that would constitute a minimum of five (5) percent over the salary received prior to  
11 the assignment, whichever is greater, for all time spent while so assigned.

12           **Section 3. Lead Worker Pay.** Employees assigned, in writing, by the Department Director  
13 or designee to perform lead-worker duties, shall be compensated at a rate which is five (5) percent  
14 greater than their regular rate for all time so assigned.

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1 ARTICLE 9: SICK/ANNUAL LEAVE RELIEF POOL

2       **Section 1. Payment.** The Department may institute a Sick/Annual Relief Pool (SAP).  
3 Members of the SAP will receive premium pay equal to five (5) percent of base salary (excluding  
4 longevity or any other premium payments). For purposes of overtime calculations, the work day for  
5 SAP members will commence at 12:00 a.m. on each date and continue for twenty-four (24)  
6 consecutive hours thereafter. SAP members will be subject to floating shift assignments and furlough  
7 assignments. When possible, the Department will preschedule SAP members to cover for known  
8 military and annual leaves.

9       **Section 2. Assignment to SAP.** Assignment to SAP will be voluntary. In the event that  
10 there are more officers volunteering than there are positions, selection will be made on the basis of  
11 seniority. In the event that there are not enough volunteers, the mandatory assignment will be given  
12 to the most junior corrections officers, excluding those in probationary status.

1 ARTICLE 10: OVERTIME

2 **Section 1. Overtime Definition.** Overtime is that work which is directed by management.

3 The parties acknowledge that it is the Department's policy to minimize the use of overtime and,  
4 further, that nothing in this Agreement shall be construed as a guarantee of overtime. Eligibility to  
5 work overtime shall be determined by the Department.

6 **Section 1a.** Within ninety (90) days of the completion of the ratification process of this  
7 collective bargaining agreement, the employer shall establish a policy regarding the application of  
8 overtime, which it may periodically amend. Said policy shall contain a provision that waives any  
9 caps contained in the policy, on an individual, shift by shift basis, when and where mandatory  
10 overtime is imposed.

11 **Section 2. Payment Rate.** Corrections Officers and Corrections Officer Supervisors  
12 (Sergeants) shall be paid at the rate of time-and-one-half (1 1/2) for all hours worked in excess of  
13 their normal eight (8) hour and ten (10) minute shift, inclusive of a one-half (1/2) hour lunch period,  
14 or forty (40) hours and fifty (50) minutes per week. "Hours worked" is defined as those hours  
15 actually worked, which excludes paid and unpaid leave.

16 **Section 3. Callout.** A minimum of four (4) hours at the overtime rate shall be allowed for  
17 each callout. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed  
18 at the overtime rate. The provisions of this section apply only when an employee, without prior  
19 notice, is required to return to work during a time he/she is not scheduled to work. This does not  
20 include overtime, meetings, and training sessions requiring a return to work, provided that employees  
21 who are assigned to a shift in which the majority (i.e., five (5) hours) of working hours falls between  
22 11:00 p.m. and 7:00 a.m. shall receive two (2) hours at time-and-one-half (1-1/2) for meetings and/or  
23 training sessions. If the scheduled or unscheduled overtime is worked immediately prior to the  
24 normal scheduled shift, overtime shall be paid according to Section 2 herein and the regular shift shall  
25 be compensated at the regular rate. Similarly, if an employee is required to work beyond his or her  
26 scheduled shift, overtime shall be paid as per Section 2.

27 **Section 4. Overtime Authorization.** All overtime shall be authorized by the Department  
28 Director or his designee in writing. Saturday and Sunday work is not overtime when it is a regularly

1 scheduled work day. Requests for overtime must be submitted by the employee to his/her supervisor  
2 at the end of the shift in which the overtime was worked.

3 **Section 5. Court Appearances.** The following subsections depict the minimum  
4 compensation for court appearances, pretrial hearings, or conferences. Any additional time beyond  
5 the minimums will be compensated at the overtime rate.

6 a) If the session starts less than two (2) hours before or after the shift, it will be  
7 considered a shift extension for court. Officers/Sergeants will be compensated for the amount of time  
8 spent before or after their shift.

9 b) If a session starts two (2) or more hours before or after the shift, compensation will be  
10 for a minimum of four (4) hours at time and one-half.

11 c) Officers/Sergeants on scheduled furlough and subpoenaed for court or called in for  
12 court-related hearings, shall receive a minimum of four (4) hours overtime at the rate of time-and-  
13 one-half their regular rate of pay.

14 d) Officers/Sergeants who are called in for court while on their vacation shall be placed  
15 on a regular, i.e., straight time, pay status and compensated for a full day's pay. In addition, their  
16 vacation accrual shall be credited with an additional vacation day.

17 **Section 6. Mileage Reimbursement for Court.** The current King County mileage rate will  
18 not be paid for attendance at King County Courts.

19 **Section 7. Workweek Definition.** For the purpose of calculating overtime compensation,  
20 the workweek shall be defined as beginning at 12:00 a.m. on Sunday of each week and continuing for  
21 a total of seven (7) consecutive days through 11:59:59 p.m. the following Saturday. Except as  
22 otherwise provided in this Section and Article 9 (Sick/Annual Leave Relief Pool), the workday shall  
23 be defined as beginning with the first hour of work and continuing for a total of twenty-four (24)  
24 consecutive hours.

25 During weeks of training and annual rotation, the workday, for purposes of overtime  
26 calculation, shall commence at 12:00 a.m. and continue for twenty-four (24) hours thereafter during  
27 applicable workweeks.

1           **Section 8. Compensatory Time Plan.** In lieu of overtime pay, an employee may request, in  
2 writing, compensatory time at the rate of time-and-one-half for each hour of overtime that was  
3 worked, PROVIDED: all compensatory time must be authorized by Department management. Under  
4 normal conditions the following conditions will apply to the use of compensatory time:

5           a)       A maximum of one hundred-twenty (120) non-replenishable total compensatory time  
6 hours per year may be accrued. Through December 31, 1997, however, a maximum of two hundred-  
7 forty (240) non-replenishable total compensatory time hours per year may be accrued. Employees  
8 with accruals of over one hundred-twenty (120) hours on January 1, 1998, will be "cashed out" for all  
9 hours over one hundred-twenty (120) hours no later than the last pay period in December 1998.

10          b)       Employees will not be allowed to take compensatory time if their unit is below  
11 minimum manpower and their absence must be covered by calling another employee in on overtime.

12          c)       Accrued compensatory time may be paid off at the time-and-one-half rate at the  
13 discretion of management.

14          d)       PERS 1 employees must use hours in excess of eighty (80) hours or be cashed out  
15 prior to retirement. The hours in excess of eighty (80) shall not be used to balloon the average final  
16 compensation of the PERS 1 employees.

17          e)       The County will provide a DOE on paychecks that will show the balance of accrued  
18 compensatory time on a monthly basis.

19          f)       With respect to the scheduling of compensatory time:

20                1) The scheduling of compensatory time on a legal holiday or contract holiday is  
21 unduly burdensome and disruptive (under the FLSA) to the County's operation, and;

22                2) The scheduling of compensatory time that was requested less than five (5) days in  
23 advance of the requested time is unduly burdensome and disruptive (under the FLSA) to County  
24 operations.

25           Management's decisions in the application or granting of compensatory time shall not be  
26 subject to the provisions of Article 14, Grievance Procedure.

27           **Section 9. Daylight Savings Adjustment.** The Department will pay one hour of overtime to  
28 all employees working a nine-hour shift during the fall daylight saving adjustment period.



1 Employees working during the spring daylight saving time adjustment period will either take one  
2 hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of  
3 their shift from eight hours to seven.

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1 ARTICLE 11: HOURS OF WORK

2       **Section 1. Hours of Work.** The working hours of full-time Corrections Officers and  
3 Corrections Officer Supervisors (Sergeants) shall be the equivalent of forty (40) hours and fifty (50)  
4 minutes per week; provided that for the purposes of the Fair Labor Standards Act, the work schedule  
5 is based upon a twenty-eight (28) day cycle with a maximum of 171 hours pursuant to the 7(k)  
6 exemption.

7       **Section 2. Assignment of Work Schedules.** Except as otherwise provided in Article 9 and  
8 Article 10, Section 3, the establishment of reasonable work schedules and starting times is vested  
9 solely within the purview of department management and may be changed from time to time  
10 provided a two (2) week notice of change is given, except in those circumstances over which the  
11 Department cannot exercise control; provided the required two (2) week notification period shall not  
12 commence until the employee has received the verbal or written notification of the proposed change.  
13 In the exercise of this prerogative, department management will establish schedules to meet the  
14 dictates of the work load, however, nothing contained herein will permit split shifts.

15       **Section 3. Alternative Work Schedules.** With management approval, work schedules may  
16 be altered upon written request of the employee.

17       **Section 4. Rest and Meal Periods.** There shall be provided to each on-duty employee, at  
18 employer expense, two fifteen (15) minute rest periods, inclusive of travel time, and a thirty (30)  
19 minute lunch break per shift, during which time the employee shall remain available for duty. One  
20 rest period shall be provided after approximately two (2) hours of the shift have elapsed, the other  
21 after approximately six (6) shift hours have elapsed. The lunch break shall be provided at the  
22 approximate midpoint of the shift.

23       **Section 5. Briefing Time.** Corrections Officers, Corrections Officer Supervisors (Sergeants)  
24 may be required to report to work ten (10) minutes prior to the hour, or half-hour, as scheduled, for  
25 briefing, such time to be part of the daily work shift (eight (8) hours and ten (10) minutes per day,  
26 (forty (40) hour and fifty (50) minutes per week) and compensated by the negotiated base wage rate.  
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1 ARTICLE 12: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

2       **Section 1.** King County presently participates in group medical, dental, and life insurance  
3 programs. The County agrees to maintain the level of benefits in these plans during the term of this  
4 Agreement, provided that the Union and the County agree to incorporate changes to employee  
5 insurance benefits which the County may implement as a result of the agreement of the Joint Labor-  
6 Management Insurance Committee.

7       **Section 2. Medical coverage for retired employees** The County will provide employees  
8 who retire the option of purchasing medical coverage to age 65, at the budgeted "set aside" rate for  
9 current employees.

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1 ARTICLE 13: MISCELLANEOUS

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

5           **Section 2. Uniforms.** All corrections officers and sergeants shall be furnished required  
6 uniforms and equipment. All items of clothing (except shoes) and equipment issued by the  
7 Department of Adult Detention to corrections personnel through the quartermaster system, remain the  
8 property of the County and must be returned to the County by the employee prior to separation for  
9 any reason. Employees who suffer a loss or damage to personal property and/or clothing worn on the  
10 body in the line of duty will have same repaired or replaced at Department expense, not to exceed  
11 \$150.00. The Department has the right to change any or all of the uniforms worn by its employees.

12           **Section 3. Limited Duty.** Employees who are injured and temporarily disabled may be  
13 allowed to work in a "light duty" status while recovering, consistent with County policy, if such  
14 assignment is approved by the Director or his/her designee, for such time as the Director or his/her  
15 designee authorizes such duty.

16           **Section 4. Promotional Examinations.** King County will adhere to the King County  
17 Personnel Guidelines when conducting promotional examinations within the Corrections bargaining  
18 unit and King County will consult and confer with a Department joint labor/management committee  
19 to develop promotional exams within the Corrections bargaining unit.

20           **Section 5. Employee Files.** Any/all employee files, except the "background" file, shall be  
21 available for review by the employee upon request during normal business hours. No information  
22 will be placed in these files without the employee's prior knowledge.

23           **Section 6. Jury Duty.** An employee required by law to serve on jury duty shall continue to  
24 receive salary and shall be relieved of regular duties for the period of time so assigned to jury duty.  
25 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

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

3 When released by the Court for the day, and when the total required assignment to jury duty  
4 has expired, the employee will return to regular duties, PROVIDED: there must be a minimum of  
5 sixteen (16) hours between the time the employee is dismissed from jury duty and the time he/she  
6 must report for regular duties.

7 **Section 7. Military Leave.** The Department will adhere to all federal laws and regulations  
8 concerning military leave. However, the employee has the obligation to notify the Department, at the  
9 earliest possible date, regarding military service and training. Employees are required to submit to  
10 the Department a copy of all applications for military training, simultaneous with the employee's  
11 submittal of the application to the military. Employees are expected to provide the Department with  
12 the dates of weekend drills and other scheduled periods of military service as soon as the employee is  
13 notified of such dates. Failure to comply with the Department's notification procedures may result in  
14 discipline or in denial of the requested leave, unless prohibited by federal or state law.

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1 ARTICLE 14: GRIEVANCE PROCEDURE

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

6       Employees will be unimpeded and free from restraint, interference, coercion, discrimination,  
7 or reprisal in seeking adjudication of their grievances.

8       **Section 2. Definition.** Grievance: an issue raised by either party to this agreement relating to  
9 the interpretation of rights, benefits, or conditions of employment as contained in this Agreement,  
10 except that written reprimands are not subject to Step 5 of the grievance procedure outlined in this  
11 Article.

12       The grievance must:

- 13       a. fully describe the alleged violation and how the employee was adversely affected;
- 14       b. set forth the section(s) of the Agreement which have been allegedly violated;
- 15       c. specify the remedy or solution being sought by the employee filing the grievance.

16       **Step 1 - Immediate Supervisor:** A grievance may be presented in writing on a Guild  
17 grievance form by the aggrieved employee, and his/her representative if the employee wishes, within  
18 fourteen (14) calendar days of the occurrence of such grievance, to the employee's assigned  
19 supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and  
20 notify the employee in writing within ten (10) working days. If a grievance is not pursued to Step 2  
21 within five (5) working days, it shall be presumed resolved.

22       **Step 2 - Captain:** If, after thorough evaluation, the decision of the supervisor has not resolved  
23 the grievance, the grievance may be presented to the Corrections Captain. All letters, memoranda,  
24 and other written materials previously submitted to lower levels of supervision shall be made  
25 available for the review and consideration of the Corrections Captain. The Corrections Captain may  
26 interview the employee and/or his/her representative and receive any additional related evidence  
27 deemed pertinent to the grievance. The Corrections Captain shall make a written decision available  
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1 to the employee within ten (10) working days. If the grievance is not pursued to the next higher level  
2 within five (5) working days, it shall be presumed resolved.

3 **Step 3 - Department Director:** If, after thorough evaluation, the decision of the Corrections  
4 Captain has not resolved the grievance, the grievance may be presented to the Department Director,  
5 or the Director's designee. All letters, memoranda, and other written materials previously submitted  
6 to lower levels of supervision shall be made available for the review and consideration of the  
7 Department Director or designee. The Director, or the Director's designee, may interview the  
8 employee and/or the employee representative and receive any additional related evidence deemed  
9 pertinent to the grievance. The Director, or the Director's designee, shall make a written decision  
10 available to the employee within ten (10) working days. If the grievance is not pursued to the next  
11 higher level within five (5) working days, it shall be presumed resolved.

12 **Step 4 - Director of Human Resources:** If, after thorough evaluation, the decision of the  
13 department director has not resolved the grievance to the satisfaction of the party, the grievance may  
14 be presented to OHRM Director or his/her designee. The Director may review evidence and issue a  
15 decision on the matter within fifteen (15) days of his/her receipt of the file, or may convene a panel to  
16 hear the grievance. If a panel hearing is convened, the panel shall be comprised of one representative  
17 from the Guild, one representative from the Department, and the OHRM Director or his/her designee,  
18 who will act as Chair. The Guild representative and/or the Department representative may be subject  
19 to challenge for cause.

20 This committee shall convene a hearing for the purpose of resolving the grievance. The Chair  
21 shall determine the scope and the process of the hearing, all such hearings shall be closed for the  
22 purpose of maintaining confidentiality, unless otherwise mutually agreed to. The Committee Chair  
23 shall render a decision within fifteen (15) working days of the hearing. If the Chair fails to render a  
24 decision within fifteen (15) days the Guild may proceed to Step 5 of this grievance procedure (except  
25 for written reprimands, which may not be appealed to Step 5).

26 The proceedings shall be informal. The parties shall not be represented by outside attorneys.  
27 "Outside" attorneys are those who do not work for King County or for the Guild. Rules of evidence  
28 do not apply. The purpose shall be to determine the validity of the grievance and render a decision

1 appropriate to that determination. Employer grievances shall be initiated at Step 4 of the grievance  
2 procedure.

3 By mutual agreement, the parties may call in a mediator in place of the grievance panel and  
4 OHRM Director, to attempt to resolve the dispute. The parties shall jointly select the mediator, who  
5 will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator  
6 may not bind the parties to any agreement, as mediation is a voluntary process. Parties are  
7 encouraged to participate in good faith mediation and nothing the mediator says shall be admissible  
8 in an arbitration. Employer grievances shall be filed at Step 4.

9 **Step 5 - Arbitration:** - Either the County or the Guild may request arbitration within thirty  
10 (30) days of the issuance of the Step 4 decision and the party requesting arbitration must at that time  
11 specify the exact question which it wishes arbitrated. The parties shall then select a third  
12 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
13 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the  
14 American Arbitration Association or by the Federal Mediation and Conciliation Service, or by  
15 another agency if the parties mutually agree. The arbitrator will be selected from the list by both the  
16 County representative and the Guild, each alternately striking a name from the list until one name  
17 remains. The arbitrator shall be asked to render a decision within thirty (30) days of the last hearing  
18 date or submission of briefs, whichever is later and the decision of the arbitrator shall be final and  
19 binding on both parties.

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

23 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear  
24 the cost of any witnesses appearing on that party's behalf.

25 No matter may be arbitrated which the County by law has no authority over, has no authority  
26 to change, or has been delegated to any civil service commission or personnel board as defined in  
27 RCW 41.56. There shall be no strike, cessation of work, or lockout during such conference or  
28 arbitration.



1 Time restrictions may be waived in writing by consent of both parties.

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

6 **Section 5. Just Cause/Progressive Discipline.** No employee may be discharged, suspended  
7 without pay, or disciplined in any way except for just cause, provided that this provision may be  
8 modified by other provisions in this contract. Just cause shall be defined as cause which is based  
9 upon reasonable grounds and must be a fair and honest cause or reason, regulated by good faith. In  
10 addition, the County will employ the concept of progressive discipline in appropriate cases. The  
11 County's policy is that discipline is corrective, rather than punitive in nature. It is understood that  
12 there may be egregious cases that result in discharge, disciplinary transfer or other disciplinary action  
13 that do not require corrective action.

14 **Section 6. Probationary Employees.** All newly hired and promoted employees must serve a  
15 probationary period. As the above guidelines specify that the probationary period is an extension of  
16 the hiring process, the provisions of this Article will not apply to employees if they are discharged  
17 during their initial probationary period for performance related issues. Grievances brought by  
18 probationary employees involving issues other than discharge or demotion may be processed in  
19 accordance with this Article.

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1 ARTICLE 15: FURLOUGH AND SHIFT ASSIGNMENTS

2       **Section 1. Request for Shift Change.** Employees who desire to change their current shift or  
3 furlough assignment may request the same by submitting a written request to their immediate  
4 supervisor.

5       **Section 2. Annual Rotation.** Officers who desire a change in shift or furlough assignment to  
6 be effective at the annual rotation period and to cover the following year shall submit a request for  
7 change at least two months prior to the date of the annual rotation.

8       All requests shall be considered, and a determination made on the basis of the operational  
9 needs of the Department, the seniority of the employee and his/her classification and previous  
10 furlough assignments, provided that all three preferences for furlough assignments submitted by a  
11 senior employee shall be considered prior to granting preference of a more junior employee.

12       **Section 3. Shift Changes Other Than Annual Rotation.** Requests for change at a time  
13 other than the annual rotation period shall be processed on a first-come, first-serve basis and will be  
14 contingent upon an available opening on the desired shift or furlough period.

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

18       **Section 5. Probationary Employees.** All probationary employees, either new hires or  
19 promotional, shall be subject to mandatory shift/assignment rotation during the probationary period.

20       **Section 6. Involuntary Transfers.** If an employee is transferred or reassigned involuntarily  
21 and such transfer or reassignment provides significant hardship on the employee or his/her family due  
22 to transportation problems, expense or other factors, the Department will give full consideration to  
23 these factors and respond to viable alternatives proposed by the employee or the Guild

24       **Section 7. Special Assignments.** All special assignments shall be made at the discretion of  
25 management with seniority being but one factor. Advance notice of all special assignments shall be  
26 posted and all interested officers will be allowed to apply. Special assignments (e.g., Court Detail,  
27 Commitment Officer, Classification Officer, Maintenance and Supply) are defined as, but not limited  
28 to, any non-supervisory assignment, other than the normal rotating shift assignment, plus any future

1 positions not specifically enumerated above; provided, however, that such assignment(s) shall not  
2 exceed two years except in bona fide emergencies as determined by the Director.

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1 ARTICLE 16: FIREARMS

2           The Department will make available up to two hundred and fifty (250) rounds of practice  
3 ammunition per month for either 38, 40, 45, or 9mm caliber weapons for each gun qualified  
4 corrections officer/sergeant, provided the officer/sergeant uses this ammunition at a range under  
5 supervised conditions. The officer/sergeant will turn in used brass after each practice.

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1 ARTICLE 17: BULLETIN BOARDS

2           **Section 1. Postings.** The employer agrees to permit the Guild to post on County bulletin  
3 boards, the announcement of meetings, election of officers, and any other Guild material which is not  
4 prohibited by state law or County ordinance.

5           **Section 2. Job Announcements.** Job announcements will be posted on appropriate bulletin  
6 boards.

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1 ARTICLE 18: TRAINING AND EDUCATION REIMBURSEMENT

2           **Section 1. Educational Reimbursement.** The Employer agrees to reimburse employees for  
3 the cost of tuition and books when courses are taken at an accredited institution, provided that such  
4 courses are related to the field of criminal justice and the employee receives a grade of "C" or better.

5           **Section 2. Special Schools/Temporary Assignments.** Notice of special schools, training  
6 opportunities and temporary assignments will be posted and all interested personnel and qualified  
7 personnel will be allowed to apply prior to selection of the candidate(s). The Department will  
8 consider the job performance, supervisory recommendations and special expertise in making its  
9 selection. The Director shall have final approval of all selections for special schools, training  
10 opportunities and temporary assignments and such decisions shall not be grievable beyond Step 3  
11 (Department Director).

1 ARTICLE 19: PAST PRACTICE

2       The parties agree that this agreement will constitute the whole and entire agreement between  
3 the parties. Further, that any past practice which is not specifically and expressly contained within  
4 the terms of this agreement will be considered abolished and will no longer be considered a  
5 precedent.

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1 ARTICLE 20: SAVINGS CLAUSE

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

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1 **ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **Section 1. No Work Stoppage.** The employer and the Guild agree that the public interest  
3 requires efficient and uninterrupted performance of all County services, and to this end, pledge their  
4 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, King County  
5 Corrections Guild shall not cause or condone any work stoppage, including any strike, slowdown, or  
6 refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or  
7 other interference with County functions by employees under this Agreement and should same occur,  
8 King County Corrections Guild agrees to take appropriate steps to end such interference. Any  
9 concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of  
10 the above activities have occurred.

11       **Section 2. Guild Responsibility.** Upon notification in writing by the County to King County  
12 Corrections Guild that any of its members are engaged in a work stoppage, the Guild shall  
13 immediately, in writing, order such employee to immediately cease engaging in such work stoppage  
14 and provide the County with a copy of such order. In addition, if requested by the County, a  
15 responsible official of the Guild shall publicly order such employees to cease engaging in such a  
16 work stoppage.

17       **Section 3. Penalties.** Any employee who commits any act prohibited in this article will be  
18 subject to the following action or penalties:

- 19       1. Discharge.
- 20       2. Suspension or other disciplinary action as may be applicable to such employee.

1 ARTICLE 22: WAIVER CLAUSE

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

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1 ARTICLE 23: REDUCTION-IN-FORCE

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

7       **Section 2. Demotion in Lieu of Layoff.** In lieu of layoff, a regular or probationary  
8 employee may request, and shall be granted, demotion to a position in a lower classification formerly  
9 held within the Department, thereby filling the position (i.e., bumping) held by the employee with the  
10 least seniority in the lower classification; provided that the employee requesting demotion (i.e.,  
11 exercising his/her right to bump) has more seniority in the Department than the employee who is  
12 being bumped.

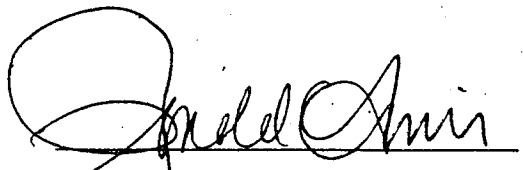
13       **Section 3. Recall.** The names of laid off employees will be placed in inverse order of layoff  
14 on a Re-employment List for the classification previously occupied. The Re-employment List will  
15 remain in effect for a maximum of two years or until all laid off employees are rehired, whichever  
16 occurs first.

1 ARTICLE 24: DURATION

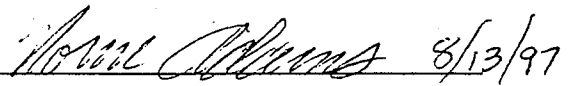
2 This Agreement and each of its provisions, unless otherwise stated, shall become effective on  
3 September 1, 1997, and shall continue in full force and effect through December 31, 1999.

4 Contract negotiations for the year 2000 may be initiated by either party by providing to the  
5 other party written notice of its desire to begin negotiations, provided that such negotiations may not  
6 commence sooner than May 15, 1999.

7  
8 APPROVED this 29 day of August, 1997.

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13 KING COUNTY EXECUTIVE

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15 SIGNATORY ORGANIZATION:

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18  8/13/97

19 King County Corrections Guild  
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**KING COUNTY CORRECTION GUILD  
ADDENDUM A  
WAGE RATES**

**Corrections Officer**

	Effective September 1, 1997		
	Hourly	Monthly	Yearly
Start		\$2,691.12	\$32,293.44
12 Mo.		\$3,014.93	\$36,179.12
24 Mo.		\$3,282.11	\$39,385.38
36 Mo.		\$3,433.40	\$41,200.84
48 Mo.		\$3,578.25	\$42,938.96
60 Mo.		\$3,764.96	\$45,179.45
72 Mo.		\$3,877.90	\$46,534.84

	Effective 1998		
	Hourly	Monthly	Yearly
		\$2,691.12	\$32,293.44
		\$3,014.93	\$36,179.12
		\$3,282.11	\$39,385.38
		\$3,433.40	\$41,200.84
		\$3,578.25	\$42,938.96
		\$3,764.96	\$45,179.45
		\$3,877.90	\$46,534.84

	Effective January 1, 1999		
	Hourly	Monthly	Yearly
		\$2,763.78	\$33,165.36
		\$3,096.34	\$37,155.96
		\$3,370.73	\$40,448.79
		\$3,526.10	\$42,313.26
		\$3,674.86	\$44,098.31
		\$3,866.61	\$46,399.30
		\$3,982.60	\$47,791.28

**Corrections Supervisors (Sergeants)**

	Effective September 1, 1997		
	Hourly	Monthly	Yearly
Start		\$4,071.79	\$48,861.47
12 Mo.		\$4,176.94	\$50,123.29
24 Mo.		\$4,328.24	\$51,938.87
36 Mo.		\$4,458.09	\$53,497.14

	Effective 1998		
	Hourly	Monthly	Yearly
		\$4,071.79	\$48,861.47
		\$4,176.94	\$50,123.29
		\$4,328.24	\$51,938.87
		\$4,458.09	\$53,497.14

	Effective 1999		
	Hourly	Monthly	Yearly
		\$4,181.73	\$50,180.72
		\$4,289.72	\$51,476.62
		\$4,445.10	\$53,341.22
		\$4,578.46	\$54,941.57

- A. All step increases are based upon satisfactory performance during previous service.
- B. Satisfactory performance shall mean an overall rating of "Meets Standard" or "Exceeds Standards" on the Employee Work Performance Review Report.
- C. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

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**KING COUNTY CORRECTION GUILD  
ADDENDUM A  
WAGE RATES**

D. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attainment of a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.

Longevity Incentive: Additional compensation added to base monthly salaries of Corrections Officer and Corrections Supervisor.

Calculation of same to be on a percentage basis using the twelve-month step as the base figure for Corrections Officers hired prior to January 1, 1981, and using the start figure for Corrections Officers hired January 1, 1981. Amounts as follows:

- After 6 years of service: 1%
- After 8 years of service: 2%
- After 10 yrs. of service: 3%
- After 12 yrs. of service: 4%
- After 15 yrs. of service: 5%

Educational Incentive Pay: Corrections Officers and Corrections Supervisors (Sergeants) hired prior to 1/1/91

Associate  
\$31 per month

Bachelors  
\$62 per month

Major Subject  
Psychology  
Sociology  
Criminology  
Police Science  
Admin. of Justice  
Related Field of Study

Longevity and/or education incentive shall be paid beginning the first of the month following the month in which the employee first qualifies for the incentive(s), Employees will not be allowed to receive educational incentive pay and tuition reimbursement as referenced in Article 18. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.

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Memorandum of Understanding

Between  
King County  
and

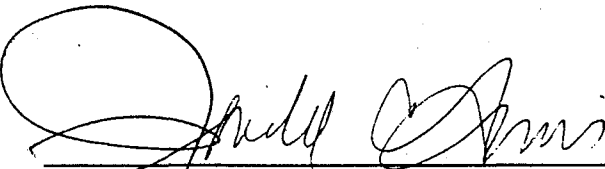
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The King County Corrections Guild

1. This agreement is entered into between King County, represented by \_\_\_\_\_, and King County Corrections Guild, represented by \_\_\_\_\_.
2. This agreement is the entire agreement on the above referenced subject.
3. This agreement is effective September 1, 1997 through December 31, 1999.
4. The parties recognize that King County is preparing to pass a County Family Medical Leave Act (FMLA) Ordinance, and/or a Family Leave Ordinance Executive Labor Policy which recognizes the Federal FMLA and specifies the County's policy with respect to family medical leave.
5. The parties agree to accept the County's FMLA when passed into ordinance by the King County Council or signed by the King County Executive as an Executive Policy or Order.
6. Provisions outlined in Article 7 (Sick Leave) in the collective bargaining agreement between King County and the King County Corrections Guild will be interpreted consistent with the Federal FMLA.
7. Once the King County ordinance or Executive Policy is passed and signed by the appropriate authorities, the King County FMLA Ordinance or Policy shall replace any provisions of the Collective Bargaining Agreement (specifically in Article 7 of the applicable contract) that may conflict in some way with the Ordinance or Policy. This includes but is not limited to Article 7 Section M(3) and I(6) of the contract; however, the benefits from the Ordinance and the Collective Bargaining Agreement shall not be cumulative. If Article 6 (Vacation) or 7 (Sick Leave) contain specific language regarding a specific benefit that the parties agree provide a more generous benefit to employees than a specific provision in the FMLA Policy or Ordinance, the contract benefit will remain and the Ordinance or policy benefit will be deleted.

  
\_\_\_\_\_  
Signed this day on behalf of  
King County Corrections Guild

8/13/97  
Date

  
\_\_\_\_\_  
Signed this day on behalf of  
King County

8/29/97  
Date

Memorandum of Understanding

Between  
King County  
and

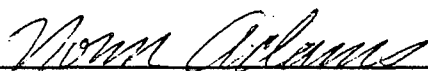
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The King County Corrections Guild

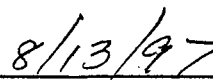
Concerning Staffing at the Regional Justice Center

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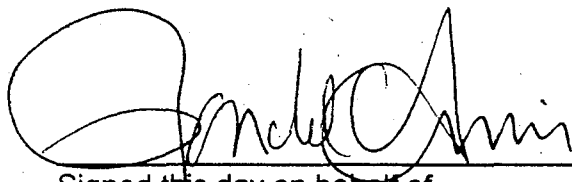
1. This agreement is entered into between King County, represented by \_\_\_\_\_, and King County Corrections Guild, represented by \_\_\_\_\_.
2. This agreement is the entire agreement on the above referenced subject.
3. This agreement is effective from the date of the last signatures below, through March 1, 1998.
4. The parties agree that corrections officer and sergeant staffing assignments for the Regional Justice Center ("RJC") will be by seniority bidding consistent with Department of Adult Detention current practices and procedures for seniority bidding.
5. This is a temporary, experimental arrangement. Unless both parties expressly, and in writing, agree to continue seniority bidding after March 1, 1998, such practice ends on March 1, 1998.



Signed this day on behalf of  
King County Corrections Guild



Date



Signed this day on behalf of  
King County



Date



Memorandum of Understanding

Between

King County

and

The King County Corrections Guild

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This agreement is entered into between King County, represented by \_\_\_\_\_, and King County Corrections Guild, represented by \_\_\_\_\_.

1. No more than two (2) employees who are elected/appointed to serve on the Guild negotiating committee will be allowed to negotiate future contracts on County time.
2. This agreement is effective September 1, 1997 through December 31, 1999.

Norm Columbus  
Signed this day on behalf of  
King County Corrections Guild

8/13/97  
Date

Spencer Davis  
Signed this day on behalf of  
King County

8-29-97  
Date