



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 14, 2005**

**Ordinance 15136**

**Proposed No.** 2005-0100.1

**Sponsors** Hague and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Uniformed Command Association (Corrections  
4 Jail Captains), representing employees in the department of  
5 adult and juvenile detention; and establishing the effective  
6 date of said agreement.

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**BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

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**SECTION 1.** The collective bargaining agreement negotiated between King

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County and the Uniformed Command Association, representing employees in the

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department of adult and juvenile detention and attached hereto is hereby approved and

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adopted by this reference made a part hereof.

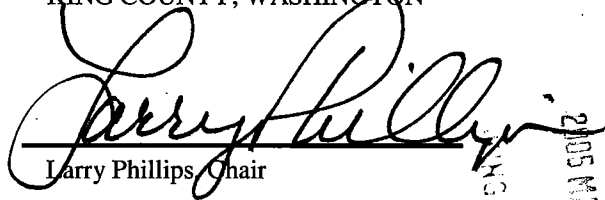
14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2005, through and including December 31, 2005.

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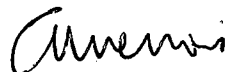
Ordinance 15136 was introduced on 3/7/2005 and passed by the Metropolitan King  
County Council on 3/14/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr.  
Irons, Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

RECEIVED  
2005 MAR 23 PM 3:25  
KING COUNTY COUNCIL CLERK

APPROVED this 17 day of MARCH, 2005.

  
Ron Sims, County Executive

**Attachments**      A. Agreement Between Uniformed Command Association Department of Adult and  
                                    Juvenile Detention and King County

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

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1 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

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

4 **Section 2. Employment Lists:** The County will transmit to the Association a current listing  
5 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
6 twice per calendar year. Such list shall include the name of the employee, classification, department,  
7 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 the following:  
4 Determine the mission, budget, organization, number of employees, and internal security practices of  
5 the Department of Adult and Juvenile Detention; recruit, examine, promote, train employees of its  
6 choosing and determine the time and methods of such action; discipline, suspend, demote, or dismiss  
7 employees for just cause; assign and direct the work force; develop and modify class specifications;  
8 determine the method, materials, and tools to accomplish the work; designate duty stations; and  
9 assign employees to those duty stations; establish reasonable work rules; assign hours of work and  
10 take whatever actions may be necessary to carry out the Department's mission in the case of  
11 emergency. In prescribing policies and procedures relating to personnel and practices, and to the  
12 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,  
13 as appropriate.

14 All of the functions, rights, powers, and authority of the Employer not specifically abridged,  
15 deleted, or modified by this Agreement are recognized by the Association as being retained by the  
16 Employer.

1 **ARTICLE 4: ASSOCIATION REPRESENTATION**

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

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

13 The Department shall have the option of requiring time spent on such activities to be recorded  
14 by the Association representatives on a time sheet provided by the supervisor. Association  
15 representative shall guard against use of excessive time in handling such responsibilities.

1 **ARTICLE 5: HOLIDAYS**

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

Holiday	
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)

19  
20 Holidays shall be observed in accordance with RCW 1.16.050, as amended.

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

26 In the event the holiday is not scheduled and taken within one hundred-twenty (120) calendar  
27 days of the date of the holiday, the employee shall be paid for the holiday at the straight time rate. No



1 holiday(s) shall be carried over into the succeeding calendar year, except those holidays, which occur  
2 after the first of October.

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

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1 **ARTICLE 6: VACATION**

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

4

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

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**Section 1.1.** Part-time employees shall accrue vacation leave in accordance with the vacation  
23 leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally  
24 scheduled work week;  
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**Section 1.2.** Full-time regular employees may accrue up to sixty days vacation leave. Part-  
26 time regular employees may accrue vacation up to sixty days prorated to reflect their normally  
27

1 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior  
2 to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will  
3 result in forfeiture of the vacation leave beyond the maximum amount unless the Director of the  
4 Department of Adult and Juvenile Detention has approved a carryover of such vacation leave because  
5 of cyclical workloads, work assignments or other reasons as may be in the best interests of the  
6 Employer.

7 **Section 2. Eligibility for Accrued Vacation:** An employee shall not be granted vacation  
8 benefits if not previously accrued. Employees eligible for vacation leave shall accrue vacation from  
9 their date of hire. Employees shall not be eligible to take or be paid for vacation leave until they have  
10 successfully completed their first six months of county service, and if they leave county employment  
11 prior to successfully completing their first six months of county service, shall forfeit and not be paid  
12 for accrued vacation leave.

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

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

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

20 **Section 6. Upon Death:** In cases of separation by death, payment of unused vacation benefits  
21 shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title II.

22 **Section 7. Vacation Leave Transfers.** Employees shall be allowed to transfer vacation leave  
23 in accordance with the provisions set forth in County Ordinance 9257.

24 **Section 8. Maximum Accrual and PERS 1:** PERS 1 employees who retire will be paid up  
25 to a maximum of 480 hours of accrued vacation. Accrued amounts in excess of 480 hours must be  
26 used prior to the date of retirement or be lost.

1 **ARTICLE 7: SICK LEAVE**

2 **Section 1. Accrual Rate:** Every employee in a regular full-time or regular part-time position  
3 shall accrue sick leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive  
4 of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to  
5 accrue until the first of the month following the month in which the employee commenced  
6 employment. The employee is not entitled to sick leave if not previously earned.

7 **Section 2. Eligible Absences:** Sick leave shall be paid on account of the employee's illness  
8 as follows:

- 9 A. Employee illness;
- 10 B. Noncompensable injury of an employee (e.g. those injuries generally not eligible  
11 for worker's compensation payments);
- 12 C. Employee exposure to contagious diseases and resulting quarantine;
- 13 D. Employee disability due to pregnancy or childbirth;
- 14 E. Employee keeping medical, dental, or optical appointments.

15 **Section 3. Vacation Sick Leave:** After six months of full-time service, a regular employee  
16 may, at management's discretion, be permitted to use up to one-half of his/her accruing vacation (5  
17 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12)  
18 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

19 **Section 4. Incremental Usage:** Sick leave may be used in one-half (1/2) hour increments at  
20 the discretion of management.

21 **Section 5. Maximum Accrual:** There shall be no limit to the hours of sick leave accrued by  
22 an employee.

23 **Section 6. Upon Separation:** Separation from King County employment, except by  
24 retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave  
25 currently accrued to the employee. Should the employee resign in good standing and return to the  
26 County within two (2) years, accrued sick leave shall be restored.

27 **Section 7. Cash Out:** King County will reimburse those employees who have at least five (5)

1 years service and retire as a result of length of service or who terminate by death, thirty-five (35%) of  
2 their unused, accumulated sick leave. All payments shall be made in cash, based on the employee's  
3 base rate.

4 **Section 8. 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 9. Family Leave and Bereavement Leave:** shall be administered in accordance with  
8 the provisions of King County Code provisions applicable to such leave as amended, at the time the  
9 employee requests to use such leave or as set by federal or state law.

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

1 **ARTICLE 8: WAGE RATES**

2       **Section 1. 2005 Wage Rates:** Effective January 1, 2005, the base wage rates of employees  
3 shall be increased by 90% of the CPI-W All Cities Index (September 2003-September 2004) with a  
4 maximum increase of six (6) percent but no less than two (2) percent.

5       **Section 2. Working in Higher Classification:** Whenever an employee is assigned, in  
6 writing, by the Department Director or designee, to perform duties of a higher classification, that  
7 employee shall be paid at the first step of the higher class or the next higher amount as would  
8 constitute a minimum of five (5%) percent over the salary received prior to the assignment, for all  
9 time spent while so assigned. Such payments shall commence with the first day of assignment.

10       **Section 3.** Effective January 1, 2005, all Captains who have successfully completed probation  
11 shall be placed at Step 10 of Range 66, King County Standard Table.

12       **Section 4.** Effective January 1, 2005, all newly-promoted Captains' initial salary-step  
13 placement will be at Step 5 of Range 66, King County Standard Table.

1 **ARTICLE 9: OVERTIME AND CALLBACK**

2 **Section 1: Overtime Payment Rate:** Employees will be paid at a rate of time and one half  
3 their regular rate of pay for all hours worked in excess of their work day or work week. (e.g.,  
4 employees assigned to a 5/2 schedule shall accrue overtime after the 8th hour worked in a day and the  
5 40th hour worked in a week; an employee assigned to a 4/10 schedule shall accrue overtime after the  
6 10th hour worked in a day or the 40th hour worked in a week; an employee assigned to a 3-12/4-12  
7 shall accrue overtime in excess of their 12th hour worked or in excess of the 36th or 48th hour  
8 worked depending upon whether they are in their odd-week or even-week; an employee assigned to  
9 the 16/8 schedule shall accrue overtime after 6 hours worked or 8 hours worked respectfully.)

10 **Section 2. Overtime Cap/Limit:** Overtime worked by individual bargaining unit members  
11 will be restricted to 37 hours per pay period. Provided: Should an Association member find  
12 themselves working a shift in which half or more of that shift exceeds the 37th hour, the Association  
13 member shall be allowed to complete that overtime period. Provided Further: Association  
14 bargaining unit members will have the first right of refusal to work the overtime before the overtime  
15 is offered to an employee of a lower classification. Provided Further: Management shall have the  
16 right to staff the third shift, Regional Justice Center (RJC) Captain's position, on Saturday and  
17 Sunday, with an Acting Captain from the Sergeant's classification for the duration of the period of the  
18 RJC-Intake/Transfer/Release shutdown.

19 **Section 3. Compensatory Time:** Employer agrees to continue its current practice regarding  
20 compensatory time for Association's bargaining unit members. Provided: only a maximum of eighty  
21 (80) hours may be accrued, at any given time, by individual bargaining unit members. Provided  
22 Further: no employee may earn more than eighty hours of compensatory time in any calendar year.

23 **Section 4. FLSA 7K Exemption:** For purpose of FLSA compliance, employees shall receive  
24 FLSA mandated overtime only after they have worked 171 hours in a 28 day work period, however,  
25 employees shall continue to be eligible to earn contractual overtime consistent with the provision of  
26 Section 1 of this Article.

1 **ARTICLE 10: HOURS OF WORK**

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

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

12 **Section 3. Work Schedules:** The Employer agrees that all non-relief positions shall be  
13 assigned to an eight (8) hour day, five (5) days a week work schedule. Should management desire to  
14 alter the shift schedules for said eight (8) hour assignments, management must negotiate the change,  
15 consistent with State law, with the Association.



1 **ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

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

1 **ARTICLE 12: 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 then  
4 approved by ordinance by the King County Council.

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

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

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

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

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

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

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

1           **Section 7. Biweekly Pay:** The right to define and implement a new payroll system, inclusive  
2 but not limited to a biweekly payroll system, is vested exclusively in the County. Implementation of  
3 such system may include a conversion of wages and leave benefits into hourly amounts and the  
4 parties recognize the County's exclusive right to make the changes necessary to implement such  
5 payroll system.

6           **Section 8. Family and Medical Leave:** The right to define and implement policy related to  
7 the Family and Medical Leave Act (FMLA) is vested exclusively with the County. Policy  
8 development and implementation may include, but is not limited to, the use of leave benefits while on  
9 FMLA qualified leave, eligibility requirements, medical certifications, and time used to determine  
10 eligibility for FMLA leave. Any provision of this Agreement which conflicts with any such currently  
11 or subsequently adopted policy shall be unenforceable and shall be supplanted by any adopted policy  
12 related to the FMLA.

13           **Section 9. Annual Uniform Maintenance Reimbursement:** Effective January 1, 1999 each  
14 employee may submit receipts indicating uniform maintenance for the purpose of receiving  
15 reimbursement for expenses incurred. The maximum amount that may be reimbursed shall be two  
16 hundred dollars (\$200) per employee per year.

17           **Section 10. Employer Provided Vehicles.** The County shall provide a vehicle of its choosing  
18 to the Captains in charge of the Internal Investigation Unit and the Court Detail Unit. Parking for said  
19 vehicles shall be at County Expense. Commute time while using said vehicles shall be  
20 noncompensable.

21           **Section 11. Translation Premium:** Employees selected by management to perform language  
22 translation activities shall receive five hundred dollars (\$500.00) per each year in which they are  
23 requested to perform translation activities. The process for selection shall be discussed in the Labor  
24 Management Committee.

25           **Section 12. Uniforms:** The employer shall continue the practice of issuing, on or about April  
26 of each year, a voucher, equivalent in value to purchase two (2) shirts, two (2) pants and a pair of  
27 shoes in whatever is presently designated as the duty uniform.

1 **ARTICLE 13. 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       **Section 2. Definition:** A grievance shall be defined as an express violation of a provision of  
7 this Agreement.

8       **Section 3. Procedure:**

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

15               **Step 2 -** If, after thorough evaluation, the decision of the Facility Commander has not  
16 resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
17 Director. The Department Director will have twenty (20) working days to review the statement(s),  
18 letters, memoranda and other written materials previously submitted. The Director may also  
19 interview the employee and/or his/her Association representative and receive any additional related  
20 evidence he/she may deem pertinent to the grievance to resolve the issue. If the grievance is not  
21 pursued to the next higher level within five (5) working days, it shall be presumed resolved.

22               **Step 3 -** If the decision of the Director has not resolved the grievance, the grievance  
23 may be presented to the Human Resources Division of the Department of Executive Services, which  
24 shall render a decision on the grievance within twenty (20) working days.

25               **Step 4 - (Arbitration).** The Association may request arbitration within thirty (30) days  
26 of conclusion of Step 3, and must specify the exact question which it wishes to arbitrate. The parties  
27 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are

1 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9)  
2 arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall  
3 be selected from a list by both the County representative and the Association, each alternately striking  
4 a name from the list until one name remains. The arbitrator, shall be asked to render a decision  
5 promptly and the decision of the arbitrator shall be final and binding on both parties.

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

9 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear  
10 the cost of any witnesses appearing on the party's behalf. Each party shall bear the cost of  
11 preparation and presentation of the matter and all costs associated with the hiring of attorneys in  
12 presenting the parties case.

13 No matter may be arbitrated which the County by law has no authority to change or that has  
14 been delegated to any civil service commission or personnel board as defined in Chapter 108,  
15 Extraordinary Session, 1967, Laws of the State of Washington.

16 There shall be no strikes, cessation of work, or lockout during such conferences or arbitration.

17 Time restrictions may be waived by consent of both parties.

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

22 **Section 5. Special Procedures:** In those instances where disciplinary action is based on  
23 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or  
24 termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately, and the  
25 Human Resources Division of the Department of Executive Services shall render a decision within  
26 twenty (20) working days of the date the employee is accused of the violation or relieved of duty.  
27 Employees who have been relieved of duty may request and shall have approved the utilization of

1 accrued vacation and/or holiday hours.

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

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

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

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

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

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

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

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

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

12 **Section 3. Furlough Assignments:** Choice of furlough days will be made between the  
13 employees assigned to a particular assignment or shift noting the employees with the most seniority  
14 will have first choice.

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. First Year Employees:** All first year employees shall be subject to mandatory  
19 shift/assignment rotation.

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 Association.

24 **Section 7. Other Operational Assignments:** All operational assignments shall be made at  
25 the discretion of management with seniority being but one factor. Advance notice of open or  
26 available operational assignments shall be posted and all interested employees will be allowed to  
27 apply. If no employee applies or is selected for a particular operational assignment management may

1 assign any employee to the assignment. Operational assignments are defined as any duty or project  
2 outside a normal shift rotating assignments.  
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1 **ARTICLE 15: FIREARMS**

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

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1 **ARTICLE 16: TRAINING AND EDUCATION REIMBURSEMENT**

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

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

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

1 **ARTICLE 17: 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 to  
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 18: WAIVER CLAUSE**

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

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1 **ARTICLE 19: 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 classification; with the employee with the least time being  
4 the first to go. In the event there are two or more employees eligible for layoff with the Department  
5 with the same classification and seniority, the Department Director will determine the order of the  
6 layoff based on employee performance.

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

9           **Section 3. Appointment to Exempt Position:** An employee who accepts a transfer or  
10 promotion to a position exempt from Career Service within the Department of Adult and Juvenile  
11 Detention shall be allowed to re-enter career service at a position in his/her previous classification, or  
12 a similarly compensated classification as a result of any forced or willful demotion or reduction in  
13 force. Employees appointed to a Career Service exempt position within the Department of Adult and  
14 Juvenile Detention will continue to accrue seniority for purposes of this Article 19.

1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated shall become effective  
3 upon ratification by the Association and the King County Council and shall continue in full force and  
4 effect through December 31, 2005.

5 Contract negotiations for 2006 may be initiated by either party by providing to the other party  
6 written notice of its desire to begin negotiations, provided that such negotiations may not commence  
7 sooner than May 15, 2005.

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10 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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14 By \_\_\_\_\_  
15 Ron Sims  
16 King County Executive  
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18 **SIGNATORY ORGANIZATION:**

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21 BY: \_\_\_\_\_  
22 Captain Christopher Boone, President  
23 Uniformed Command Association  
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