



King County

**KING COUNTY**

**Signature Report**

**September 21, 2009**

**Ordinance 16664**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Proposed No.** 2009-0504.1

**Sponsors** Ferguson

1 AN ORDINANCE approving and adopting the interest  
2 arbitration award agreement negotiated by and between  
3 King County and the King County Corrections Guild  
4 representing employees in the department of adult and  
5 juvenile detention; and establishing the effective date of  
6 said agreement.

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The interest arbitration award agreement negotiated between King  
10 County and the King County Corrections Guild representing employees in the department  
11 of adult and juvenile detention and attached hereto is hereby approved and adopted by  
12 this reference made a part hereof.

13

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2007, through and including December 31, 2010.

16

Ordinance 16664 was introduced on 9/8/2009 and passed by the Metropolitan King County Council on 9/21/2009, by the following vote:

Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von Reichbauer, Mr. Gossett, Mr. Phillips and Ms. Patterson

No: 0

Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



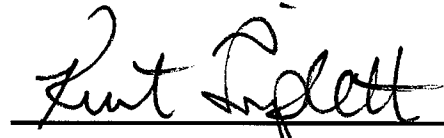
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 23 day of September, 2009.



Kurt Triplett, County Executive

**Attachments**      A. Interest Arbitration Award Agreement Between King County and King County Corrections Guild--Department of Adult and Juvenile Detention, B. Appendix A - Firearms Re-Qualification Flowchart, C. King County Corrections Guild--Addendum A--Wage Rates 2007, D. King County Corrections Guild--Addendum A--Wage Rates 2008, E. King County Corrections Guild--Addendum A--Wage Rates 1/1/09 to 6/14/09, F. King County Corrections Guild--Addendum A--Wage Rates 6/15/09 to 12/31/09

**INTEREST ARBITRATION AWARD AGREEMENT  
 BETWEEN  
 KING COUNTY  
 AND  
 KING COUNTY CORRECTIONS GUILD  
 DEPARTMENT OF ADULT AND JUVENILE DETENTION**

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 ADDENDUM A WAGE RATES 2009 - June 15, 2009 to December 31, 2009

**INTEREST ARBITRATION AWARD AGREEMENT**  
**BETWEEN**  
**KING COUNTY**  
**AND**  
**KING COUNTY CORRECTIONS GUILD**  
**DEPARTMENT OF ADULT AND JUVENILE DETENTION**

**ARTICLE 1: POLICY AND PURPOSE**

**Section 1. Policy.** These articles constitute an Agreement, the terms of which have been negotiated in good faith between King County and its Department of Adult and Juvenile 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: GUILD 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 and Juvenile Detention. Provisional employees are not covered by the terms of this  
6 Agreement. If the County decides to use part-time positions to perform work currently performed by  
7 Guild members, those part-time employees will be represented by the Guild. The County will bargain  
8 with the Guild concerning wages, hours and working conditions for such part-time employees.

9       **Section 2. Guild Membership.** It shall be a condition of employment that all regular, full-  
10 time employees shall become members of the Guild and remain members in good standing or pay an  
11 agency fee to the Guild for their representation to the extent permitted by law. It shall also be a  
12 condition of employment that regular, full-time employees covered by this Agreement and hired on or  
13 after its effective date shall, on the thirtieth day following such employment, become and remain  
14 members in good standing in the Guild or pay an agency fee to the Guild for their representation to  
15 the extent permitted by law.

16       Provided, that employees with a bona fide religious objection to Guild membership and/or  
17 association, as determined in accordance with the procedure set forth in the Washington  
18 Administrative Code, shall not be required to tender those dues or initiation fees to the Guild as a  
19 condition of employment. Such employee shall pay an amount of money equivalent to regular Guild  
20 dues and initiation fees to a non-religious charity mutually agreed upon between the public employee  
21 and the Guild. The employee shall furnish written proof that payment to the agreed upon non-  
22 religious charity has been made. If the employee and the Guild cannot agree on the non-religious  
23 charity, the Public Employment Relations Commission shall approve the charitable organization. It  
24 shall be the obligation of the employee requesting or claiming the religious exemption to show proof  
25 to the Guild that he/she is eligible for such exemption. All initiation fees and dues paid to the charity  
26 shall be for non-political purposes.

27       **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a  
28 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount

1 of dues as certified by the secretary of the signatory organization and shall transmit the same to the  
2 treasurer of the signatory organization.

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

7 At the time of bargaining the Agreement, the County was planning on moving to a new  
8 payroll system. Once the new payroll system is implemented for the bargaining unit, the County will  
9 allow employees to authorize deduction for Guild initiation fees. Provided, that deduction for  
10 initiation fees shall only be allowed if the new payroll system can accommodate such deductions.

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

14 **Section 5. Employment Lists.** The County will transmit to the Guild a current listing of all  
15 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice  
16 per calendar year. Such list shall include the name of the employee, classification, department, and  
17 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 and Juvenile 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 positions 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 and Juvenile Detention's mission in  
17 case of emergency.

18 F. Uniforms: the Department may change or modify its requirement with respect to  
19 the uniforms worn by its employees.

20 G. Video Cameras: to enhance the utility of video cameras, the Department may add  
21 a recording capability to video cameras in all facilities. Video recordings shall only be reviewed in  
22 connection with a specific concern or a specific incident. An employee who is the subject of an  
23 investigation shall be allowed to privately view the video with a Guild representative prior to his/her  
24 interview concerning the alleged misconduct.

25 H. Unless specifically negotiated otherwise or contradicted in a specific provision of  
26 this Agreement, the 2005 King County Personnel Guidelines in effect on March 16, 2009, shall cover  
27 all employees and classifications in this bargaining unit except with respect to promotional  
28 procedures and with respect to the Guidelines deletion of the word "confidential" in section 13.5

1 describing the Employee Assistance Program.

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1 **ARTICLE 4: GUILD REPRESENTATION**

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

5       **Section 2. Business Leave Bank.** The Guild will establish a business leave bank for Guild  
6 activity. The bank hours shall be established through the deduction of vacation hours only (excluding  
7 probationary employees). Up to two (2) hours annually may be deducted from each employee's leave  
8 account to fund the leave bank. An employee who received a no-pay based on Guild leave bank  
9 deductions will not be disciplined. The Employer agrees to administer the leave bank account,  
10 provided the Guild has the sole discretion to determine who may use the business leave bank and  
11 under what circumstances. The release of employees for Guild business leave shall not be  
12 unreasonably withheld. The employee shall provide the Employer with a minimum of three (3) days  
13 of notice of intent to use Guild leave. An employee on approved Guild business leave shall not be  
14 subject to discipline for going into a "no pay" status. Participating Guild members will not be  
15 required to use Guild leave to attend Labor/Management meetings.

16       **Section 2a.** An employee selected by the Department of Adult and Juvenile Detention  
17 (DAJD) for temporary assignment of up to two (2) years in a facility other than a DAJD facility  
18 (including, but not limited to the State Academy, State Criminal Justice Training Commission, or the  
19 National Institute of Corrections), shall continue to be covered by Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 11,  
20 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, and 23 of this agreement.

21       An employee accepting a job with an outside agency which requires the employee to sign a  
22 personal services contract, shall be covered by the Articles of the Agreement listed in the prior  
23 paragraph. The following restrictions shall be placed on assignments that involve personal services  
24 contracts with outside agencies.

25               1. The County shall only approve personal service contracts where the job was posted  
26 and all interested, eligible persons were allowed to apply.

27               2. To be eligible for such assignment, the employee must have been a Correction  
28 Officer for at least three (3) years.

1           3. An employee is only eligible for such assignment once every six (6) years;

2           4. An employee returning from such assignment must wait at least six (6) months  
3 from the time of his/her return to be eligible to be promoted to Sergeant.

4           Where allowable, for temporary assignments that do not involve a personal service contract,  
5 the County shall continue its practice of selecting employees to be assigned.

6           **Section 3. Guild Representatives.** The Department shall afford Guild representatives a  
7 reasonable amount of time while in on-duty status to consult with appropriate management officials  
8 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees  
9 contact their immediate supervisors, indicate the general nature of the business to be conducted, and  
10 request necessary time without undue interference with assignment duties. Time spent on such  
11 activities shall be recorded by the Guild representatives on a time sheet provided by the supervisor.  
12 Guild representatives shall guard against use of excessive time in handling such responsibilities.

13           **Section 4. Seniority.** Seniority is established as the employee's date of hire for all Officers  
14 and the employee's date of promotion for all Sergeants. For employees with the same date of hire the  
15 following criteria will be used to determine seniority:

16                     1st - Previous DAJD Service;

17                     2nd - Previous WSCJTC or DOC corrections officer academy graduation date;

18                     3rd - Previous other adult corrections experience;

19                     4th - Previous other law enforcement experience;

20                     5th - Previous King County employment; and

21                     6th - Names randomly drawn by the Guild President during an open meeting.

22           Proof of eligibility for each criterion above will be the ultimate responsibility of the employee.

23 For Sergeants with the same date of promotion, the employee with the earlier seniority date as an  
24 Officer will be placed ahead of the other(s).

25           Employees in a no-pay status for more then 90 consecutive days will have their seniority date  
26 adjusted day for day starting on the 91st day. This will cause the member to fall from an earlier  
27 seniority date to a later one. In this instance when a member falls from an earlier seniority date to a  
28 later one resulting in a tie, the employee falling from above will be placed above others.

1 For employees who leave the bargaining unit for more than two years their seniority date will  
2 be the date of their return to the bargaining unit. For employees who leave the bargaining unit for two  
3 years or less the number of days out of the bargaining unit will be deducted. This will cause the  
4 member to fall from an earlier seniority date to a later one. In this instance when a member falls from  
5 an earlier seniority date to a later one resulting in a tie, the employee falling from above will be  
6 placed below others.

7 Sergeants who are involuntarily demoted or who bump into an officer position through the  
8 Reduction in Force process shall combine both Officer and Sergeant seniority (original date of hire  
9 subject to above adjustments). Sergeants who elect to take a demotion retain only their seniority as  
10 an Officer (original date of hire subject to above adjustments and adjusted for time as Sergeant).  
11 Sergeants who are recalled through the Reduction in Force process shall have their seniority include  
12 any previous time spent as Sergeant.

13 These criteria will not be used to undo any seniority issues that were decided by criteria that  
14 were appropriately applied in the past. These criteria do not apply to other dates such as an  
15 employee's adjusted service date.

1 **ARTICLE 5: HOLIDAYS**

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

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5 New Year's Day	(January 1)
6 Martin Luther King Day	(third Monday of January)
7 President's Day	(third Monday of February)
8 Memorial Day	(last Monday of May)
9 Independence Day	(July 4)
10 Labor Day	(first Monday of September)
11 Veteran's Day	(November 11 or day of observance as outlined below)
12 Thanksgiving Day	(fourth Thursday of November)
13 Day after Thanksgiving Day	The Friday following Thanksgiving Day
14 Christmas Day	(December 25)

15

16 If November 11 falls on a Saturday, Veteran's Day shall be observed on the preceding Friday.  
17 If November 11 falls on a Sunday, Veteran's Day shall be observed on the following Monday.

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

22 **Section 2b. Existing Holiday Banks.** A maximum of 40 hours may be carried over from  
23 one calendar year to the next in an employee's holiday leave bank. For employees who have less than  
24 40 hours in their bank at the beginning of a calendar year (or on the date of the 2009 interest  
25 arbitration award), any hours in excess of 40 at the end of that calendar year shall be paid in cash. For  
26 employees who have 40 hours or more in their bank at the beginning of a calendar year (or on the date  
27 of the 2009 interest arbitration award), those hours in excess of 40 on that date must be reduced by  
28 10% during that calendar year or the remainder of that 10% shall be paid in cash at the end of that

1 calendar year.

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

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

8           **Section 5. Premium Holidays.** Employees whose work shift begins on the observed  
9 holidays set forth in Section 1 above, shall receive time-and-one-half (1-1/2 X) their straight time pay  
10 for all hours worked as a holiday premium in addition to the compensation described in Section 2.

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1 **ARTICLE 6: VACATION**

2 **Section 1. Accrual Rates.**

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

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Full Years of Service	Maximum Annual Leave in Days
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

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26 B. Part-time benefit eligible employees shall accrue vacation leave in accordance with  
27 the vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual  
28 rates shall be prorated (less overtime) to reflect his/her normally scheduled workweek.

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

4 D. Full-time benefit eligible employees may accrue up to sixty (60) days vacation  
5 leave per year. Part-time benefit eligible employees may accrue vacation leave up to sixty (60) days  
6 per year prorated to reflect their normally scheduled workweek. Such employees shall use vacation  
7 leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use  
8 vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave  
9 beyond the maximum amount unless the appointing authority has approved a carryover of such  
10 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the  
11 best interest of the County. The maximum vacation accrual amount established in this paragraph  
12 shall apply to vacation accruals as of the effective date of this new benefit, as described in Section 1  
13 (A) above.

14 E. Employees shall not be eligible to take or be paid for vacation leave until they have  
15 successfully completed their first year of County service. Employees who leave County employment  
16 prior to successfully completing their first year of County service shall forfeit and not be paid for  
17 accrued vacation leave. Full-time benefit eligible employees and part-time benefit eligible employees  
18 shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount  
19 if they have successfully completed their first year of County service. Payment shall be the accrued  
20 vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County  
21 employment less mandatory withholdings.

22 F. No employee shall work for compensation for the County in any capacity during  
23 the time that the employee is on vacation leave.

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

26 H. In cases of separation from County employment by death of an employee with  
27 accrued vacation leave and who has successfully completed his/her first year of County service,  
28 payment of unused vacation leave up to the maximum accrual amount shall be made to the

1 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

6 **Section 1a. Vacation Scheduling.** Vacation preference requests for a period beginning April  
7 1st and ending the following March 31st, will be processed after annual rotation with a goal of being  
8 completed by the end of February preceding the twelve (12) month period during which the vacation  
9 is being requested in order to receive scheduling preference. Vacation preference requests shall be  
10 granted based upon seniority within each shift, provided that essential facility operations are properly  
11 staffed at all times. Employees shall be advised by April 1st regarding approval or disapproval of  
12 their requests.

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

14	<u>KCCF</u>		<u>N.M. RJC</u>	
15	First Shift	10	First Shift	5
16	Second Shift	10	Second Shift	5
17	Third Shift	9	Third Shift	5
18	Fourth Shift	5	Fourth Shift	3
	<i>(Court Detail)</i>			

19 Effective upon full ratification of this collective bargaining agreement the above vacation slots  
20 shall be increased by cumulative total of three (3) slots. Additionally, any addition of (or reduction  
21 of) FTE's over (or below) the level of FTE's at the time of full ratification shall correspondingly  
22 increase (or decrease) the vacation slots by a ratio of 1 slot per increment of 10 FTE's. The specific  
23 shifts/locations for the additional slots shall be determined by management after discussing with the  
24 Guild in Labor/Management.

25 **Section 1b.** Vacation requests received after annual vacation bidding is completed shall be  
26 considered and approved on the basis of date of request. Employees shall be advised within thirty  
27 (30) days of the date of the request as to approval or disapproval of the request. All vacation requests  
28 after annual vacation bidding is completed shall be requested for approval from the Department at



1 least one (1) hour prior to the time being requested in order to have consideration based upon  
2 available slots. Any requests within one (1) hour of the start of the shift or during the shift shall be  
3 reviewed for approval on a case-by-case basis at the Captain's discretion.

4 **Section 1c.** Positions that are not backfilled for shall not count against the vacation leave  
5 slots (for example: Policy and Procedures). Employees on approved Guild Leave shall not count  
6 against the vacation leave slots.

7 **Section 1d.** Employees who are transferred involuntarily, and who have already had their  
8 vacation requests approved, will be allowed to retain that vacation period regardless of their seniority  
9 within the shift to which they are transferred.

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

13 **Section 3. Vacation Leave Donations.** Employees in the bargaining unit shall be allowed to  
14 donate vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as  
15 amended.

16 **Section 4. Transfers.** If an employee with approved vacation voluntarily transfers to another  
17 assignment at a time other than annual rotation, his or her vacation request shall be cancelled.  
18 Employees will be notified of this policy prior to approval of the transfer request. The employee must  
19 submit a new vacation request upon transfer. Such request will be evaluated based on vacation  
20 availability at the new assignment.

21 **Section 5. Vacation Cancellation.** If the Department cancels an employee's vacation once it  
22 has been approved and affected employee has incurred non-refundable expenses in planning for said  
23 vacation, the employee shall be reimbursed for any non-refunded expenses incurred by the employee.  
24 This shall include any additional costs incurred by the employee in returning home early to report to  
25 work. This reimbursement shall be conditioned on the employee informing the Department at the  
26 time of cancellation notification of the potential non-refundable expenses.

1 **ARTICLE 7: SICK LEAVE**

2 A. Full-time benefit eligible employees shall accrue sick leave benefits at the rate of 0.04616  
3 hours for each hour in pay status exclusive of overtime up to a maximum of 8.17 hours per month.

4 The employee is not entitled to sick leave if not previously earned.

5 B. During the first year of service, employees eligible to accrue vacation leave may, at the  
6 appointing authority's discretion, use any accrued days of vacation leave as an extension of sick  
7 leave. If an employee does not work a full year, any vacation leave used for sick leave must be  
8 reimbursed to the County upon termination. The terms of this provision do not apply to employees  
9 using accrued vacation leave for a qualifying event under the Washington Family Care Act.

10 C. Sick leave may be used in thirty (30) minute increments, at the discretion of the appointing  
11 authority.

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

13 E. Management is responsible for the proper administration of this benefit. Employees shall  
14 complete an absence request form on the first day back to work after an illness. Employees will be  
15 required to provide a physician's verification of any absence for medical reasons of five (5)  
16 consecutive workdays or more. Employees will be required to provide a physician's verification for  
17 any absence of less than five (5) consecutive days if there is a specific concern regarding the validity  
18 of an employee's absence or ability to safely return to work. Employees will be required to submit an  
19 Essential Functions Form prior to returning to work from any absence of five (5) consecutive  
20 workdays or more for medical reasons. It shall be the employees' responsibility to notify the  
21 Department when submitting their required Leave Request forms if the leave is for a Family Medical  
22 Leave qualifying event. If family sick leave is used, a statement explaining the requirement for said  
23 leave shall be included with the absence request form. If verification of illness is required, the  
24 Employer will make a reasonable effort to inform the employee of the need for such verification prior  
25 to his/her return to work. Except in extraordinary circumstances, failure to notify an employee prior  
26 to his/her return to work relieves the employee of the responsibility to provide medical verification of  
27 illness, if so requested. "Extraordinary circumstances" for the purpose of this Article includes  
28 weekends or holidays where administrative staff is not on duty to evaluate sick leave use. In addition,

1 after an absence of three (3) or more days, the County may require the employee to submit a  
2 FMLA/KCML certification for leaves that may qualify as family or medical leave pursuant to this  
3 Article. Employees required to submit an Essential Functions Form for any absence less than five (5)  
4 consecutive days shall be reimbursed for any co-pay expense as a result of submitting said forms.

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

9 G. Employees eligible to accrue sick leave and who have successfully completed at least five  
10 years of County service and who retire as a result of length of service or who terminate by reason of  
11 death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount  
12 equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's  
13 rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. This  
14 pay out shall be in accordance with the Voluntary Employee Beneficiary Association (VEBA) as long  
15 as such remains accepted by the members of this bargaining unit.

16 H. Accrued sick leave may be used for the following reasons:

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

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

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

24 b. An employee may not collect sick leave for physical incapacity due to any  
25 injury or occupational illness that is directly traceable to employment other than with the County,  
26 with exception of any work performed for the Guild.

27 3. Exposure to contagious diseases and resulting quarantine.

28 4. A female employee's temporary disability caused by or contributed to by pregnancy

1 and childbirth.

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

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

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

7 b. The employee is the natural parent, stepparent, adoptive parent, legal  
8 guardian, stands in loco parentis to the child or has legal custody and control of the child;

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

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

13 7. Employees may use sick leave to care for family members if:

14 a. The employee has been employed by King County for twelve (12) months  
15 or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
16 months. Provided further that the leave is for one of the following reasons:

17 i. The family member is the employee's spouse or domestic partner,  
18 the employee's parent, a parent of the employee's spouse or domestic partner provided that the family  
19 member has a serious health condition as defined by the King County Personnel Guidelines; or

20 ii. The birth of a child and care of the newborn child, or placement of  
21 the child by adoption or foster care; if the leave is taken within twelve (12) months of the birth,  
22 adoption, or placement;

23 b. The use of sick leave is in accordance with local, state and federal law,  
24 including the Washington Family Care Act.

25 I. Part Time Accrual. Every benefit eligible part-time employee shall accrue sick leave  
26 benefits proportionate to the employee's regular workday.

27 J. Family Care and Bereavement Leave.

28 1. Regular, full-time employees shall be entitled to up to three (3) days of

1 bereavement leave per occurrence due to death of a member of the employee's immediate family.

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

5           3. Immediate Family for Purposes of Bereavement Leave. Immediate family is  
6 construed to mean persons related by blood or marriage to an employee as follows: grandparent,  
7 parent, spouse, children, legally adopted child, sibling, grandchild, and any persons for whose  
8 financial or physical care of the employee is principally responsible.

9           4. Written verification for family care may be required by management. If required,  
10 this verification will include: 1) nature and severity of illness or injury; 2) relationship of immediate  
11 family member; and 3) a statement indicating that no other person is available and/or capable of  
12 providing care for the ill or injured family member.

13           5. *Federal Family and Medical Leave Entitlement.* As provided for in the Federal  
14 Family and Medical Leave Act of 1993, an eligible employee may take up to a combined total of  
15 twelve (12) weeks of leave for his/her own serious health condition (as defined by the Family Medical  
16 Leave Act of 1993) and for the birth or placement by adoption or foster care of a child, or for the  
17 serious health condition of an immediate family member (an employee's child, spouse or parent),  
18 within a twelve (12) month period. To be eligible for leave under this Section K-5, an employee must  
19 have been employed by King County for twelve (12) months or more and have worked a minimum of  
20 one thousand, forty (1040) hours in the preceding twelve months. The leave may be continuous or  
21 intermittent.

22           6. *King County Family Medical Leave Entitlement.* An employee may take up to a  
23 combined total of eighteen (18) weeks of unpaid leave for his/her own serious health condition (as  
24 defined by the King County Personnel Guidelines), and for family reasons as provided for in I-8  
25 above, within a twelve (12) month period. To be eligible for leave under this Article J-6, an  
26 employee must have been employed by King County for twelve (12) months or more and have  
27 worked a minimum of one thousand, forty (1040) hours in the preceding twelve (12) months.

28           7. The leave may be continuous (which is consecutive days or weeks), or intermittent

1 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following  
2 conditions:

3 a. When leave is taken after the birth or placement of a child by adoption or  
4 foster care, an employee may take leave intermittently or on a reduced leave schedule only if  
5 authorized by the employee's appointing authority;

6 b. An employee may take leave intermittently or on a reduced schedule when  
7 medically necessary due to a serious health condition of the employee or family member of the  
8 employee. If this leave is foreseeable based on planned medical treatment, the Department Director  
9 or his/her designee may require the employee to transfer temporarily to an available alternative  
10 position for which the employee is qualified and that has equivalent pay and benefits and that  
11 accommodates recurring period of leave.

12 8. *Washington Family Care Act.* An employee may use accrued vacation or sick leave  
13 for a qualifying event under the Washington Family Care Act.

14 K. *Accrued Leave Usage.* An employee must use all of his or her accrued sick leave and any  
15 donated sick leave before taking unpaid leave for his or her own health reasons. For a leave for  
16 family reasons, the employee shall choose at the start of the leave whether the particular leave would  
17 be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may  
18 set aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted  
19 all of his or her sick leave may use accrued vacation leave before going on leave of absence without  
20 pay, if approved by his or her appointing authority, or as provided by Federal law. Use of donated  
21 leave shall be counted against the employee's leave entitlement under King County Family and  
22 Medical Leave.

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

25 M. *Worker's Compensation.* Employees injured on the job cannot simultaneously collect  
26 sick leave and worker's compensation payments greater than net regular pay of the employee.

27 N. *Concurrent Running of Leave.* To the extent permitted by law, the leaves outlined in this  
28 Agreement (including leave for industrial injury) shall run concurrently.

1           **O. Special Sick Leave.** All newly hired Corrections Officers shall be provided with thirty  
2 (30) days special sick leave, which shall be used only to supplement the employee's industrial  
3 insurance benefit should the employee be injured on the job during his or her first calendar year on  
4 the job. The special sick leave shall not be used until three (3) days of regular sick leave have been  
5 used for each instance of on the job injury. After the first three (3) days of leave, the employee must  
6 use special sick leave prior to using regular sick leave when on an FMLA qualified industrial injury  
7 leave. During the second year of employment, and for all succeeding years, all Corrections Officers  
8 shall be provided with twenty (20) days special sick leave which shall only be utilized in the  
9 circumstances as herein described. Special sick leave is non-cumulative, but is renewable annually.

10           **P. Organ Donor Leave.** Employees shall be eligible for organ donor leave consistent with  
11 King County Code 3.12.215.

12           **Q. Sick Leave Donations.** Employees in the bargaining unit shall be allowed to donate sick  
13 leave in accordance with the provisions set forth in King County Code 3.12.223, as amended.

14           **R.** In order to be eligible for Sick Leave, an employee must inform his/her supervisor of the  
15 need for sick leave at least one (1) hour prior to the beginning of his/her shift.

16           **S. Sick Leave Incentive.** In January of each calendar year, employee sick leave usage will be  
17 reviewed. Regular, full-time employees who have used two (2) days or less of sick leave in the  
18 preceding calendar year shall be rewarded by having two days of additional hours credited to their  
19 vacation account. Employees who have used more than two (2) days but less than four (4) days of  
20 sick leave hours shall have one day credited to their vacation account. The additional vacation credits  
21 specified herein shall not affect accrued sick leave amounts.

1 **ARTICLE 8: WAGE RATES**

2 **Section 1.**

3 **a. 2007 Wage Rates. Corrections Officers and Sergeants.** Effective  
4 January 1, 2007, the base wage rates of bargaining unit members in effect December 31, 2006, shall  
5 be increased by ninety-five percent (95%) of the C.P.I. - W for All Cities Index (September 2005  
6 through September 2006). In no event shall such increase be less than three percent (3%) or greater  
7 than six percent (6%). In addition, effective January 1, 2007, an additional step (48 months) for  
8 Sergeants shall be added to the pay scale at 3% above the 36-month rate.

9 **b. 2008 Wage Rates. Corrections Officers and Sergeants.** Effective  
10 January 1, 2008, the base wage rates of bargaining unit members in effect December 31, 2007, shall  
11 be increased by ninety-five percent (95%) of the C.P.I. - W for All Cities Index (September 2006  
12 through September 2007). In no event shall such increase be less than three percent (3%) or greater  
13 than six percent (6%). In addition, effective January 1, 2008, an additional step (60 months) for  
14 Sergeants shall be added to the pay scale at 3% above the 48-month rate.

15 **c. 2009 Wage Rates. Corrections Officers and Sergeants.** Effective  
16 January 1, 2009, the base wage rates of bargaining unit members in effect December 31, 2008, shall  
17 be increased by ninety-five percent (95%) of the C.P.I. - W for All Cities Index (September 2007  
18 through September 2008). In no event shall such increase be less than three percent (3%) or greater  
19 than six percent (6%).

20 **d. 2010 Wage Rates. Corrections Officers and Sergeants.** Effective  
21 January 1, 2010, the base wage rates of bargaining unit members in effect December 31, 2009, shall  
22 be increased by ninety-five percent (95%) of the C.P.I. - W for All Cities Index (September 2008  
23 through September 2009). In no event shall such increase be less than three percent (3%) or greater  
24 than six percent (6%).

25 **e. Corrections Officer Entry and 12 Month Step.** Effective June 15, 2009, the  
26 entry step and 12-month step for Corrections Officer shall be increased by 8.0% and 4.0%  
27 respectively.

28 **Section 2. Retroactivity of the 2009 Interest Arbitration Award.** The award shall apply to



1 all Corrections Officers and Sergeants currently employed by the County. With respect to individuals  
2 who are not now so employed but who were so employed between January 1, 2007, and June 15,  
3 2009, the award shall apply to those individuals only if they have provided the County with a freshly  
4 confirmed current address as follows:

5 The County shall attempt to establish freshly confirmed current addresses by sending out  
6 notices of the award by July 15, 2009, to whatever addresses it has for past employees and giving  
7 those individuals 90 days to inform the County of their current address. (The Guild may also take  
8 steps to encourage former employees to file a current address with the County.) Any former  
9 employee for whom the County has no freshly confirmed address by the end of that 90-day period is  
10 not within the scope of the 2009 interest arbitration award.

11 **Section 3. Work in Higher Classification.** Whenever an employee is assigned, in writing,  
12 by the Department Director or designee, to perform the duties of a higher classification, that  
13 employee shall be paid at the first step of the higher class or the next higher step that would constitute  
14 a minimum of five (5) percent over the salary received prior to the assignment, whichever is greater,  
15 for all time spent while so assigned. Sergeants working in the capacity of Acting Shift Commander  
16 shall be compensated at the rate of Step 5, of the Captain's pay range.

17 **Section 4. Lead Worker Pay.** Employees assigned, in writing, by the Department Director  
18 or designee to perform lead-worker duties, shall be compensated at a rate which is five (5) percent  
19 greater than their regular rate for all time so assigned.

20 **Section 5. Firearms Qualified Premium.** All bargaining unit employees that are gun  
21 qualified shall receive a premium of three percent (3%) of base wage.

22 The Employer shall determine the number of employees that may be gun qualified. Provided  
23 however, that the Employer will not limit the number of Sergeants that may attempt to become  
24 qualified for the firearms premium. Further agreement on the subject of Firearms Re-Qualification is  
25 attached hereto as an appendix.

1 **ARTICLE 9: 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 Sergeants shall be paid at the rate of  
12 time-and-one-half (1-1/2 X) for all hours paid (with the exception of sick leave hours which shall not  
13 be counted toward overtime eligibility) in excess of their regularly scheduled shift, inclusive of a one-  
14 half (1/2) hour lunch period, or forty (40) hours and fifty (50) minutes per week, consistent with the  
15 other provisions of this Article.

16 Employees will be paid overtime for actual hours worked in excess of their regularly  
17 scheduled shift as long as the extra hours are performed consecutively (immediately before or after,  
18 with no break in time) to the work shift. Otherwise, the regularly scheduled weekly threshold will be  
19 used.

20 Overtime shall not be submitted or paid for work of less than five minutes beyond a full shift.  
21 The County and the Guild agree that such time is *de minimus* and, therefore is not compensable under  
22 either the Fair Labor Standards Act or the Minimum Wage Act. For overtime worked of five minutes  
23 or more, the following rules shall apply:

- 24 • Five minutes or more, up to 15 minutes, will be compensated as 15 minutes of  
25 overtime.
- 26 • Sixteen minutes or more shall be compensated minute-for-minute.

27 The Court Detail and Special Assignments whose hours are generally Monday-Friday, 0830 -  
28 1630, shall be allowed to attend to doctors/medical appointments in increments of less than 8 hours

1 and have said hours treated as "hours worked" for purpose of determining overtime eligibility.

2       **Section 3. Callout.** A minimum of four (4) hours at the overtime rate shall be allowed for  
3 each callout. Callouts are mandatory, unscheduled/unexpected orders to return to work. Where such  
4 overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate. The  
5 provisions of this section apply only when an employee, without prior notice, is required to return to  
6 work during a time he/she is not scheduled to work. This does not include scheduled overtime,  
7 meetings, and training sessions requiring a return to work, provided that employees who are assigned  
8 to a shift in which the majority (i.e., five (5) hours) of working hours falls between 11:00 p.m. and  
9 7:00 a.m. shall receive a minimum of two (2) hours at time-and-one-half (1-1/2 X) for meetings  
10 and/or training sessions. If the callout is worked immediately prior to or immediately after the normal  
11 scheduled shift, such callout is considered a shift extension/or "consecutive hours" worked, not a  
12 callout.

13       **Section 4. Overtime Authorization.** All overtime shall be authorized by the Department  
14 Director or his designee in writing. Saturday and Sunday work is not overtime when it is a regularly  
15 scheduled workday. If an employee works overtime the employee must submit a completed overtime  
16 sheet to his or her supervisor by the end of the employee's overtime shift. If the employee's overtime  
17 shift is worked at a location other than the downtown jail or Regional Justice Center, the employee  
18 must submit a completed time sheet to his or her supervisor within 72 hours after the close of shift on  
19 which the overtime was worked. To complete the form the employee must indicate the hours of  
20 overtime pay and/or the number of hours of compensatory time, provide employee data as requested,  
21 sign and date the form.

22       **Section 5. Court Appearances.** The following subsections depict the minimum  
23 compensation for court appearances, pretrial hearings, or conferences. Any additional time beyond  
24 the minimums will be compensated at the overtime rate, as appropriate, consistent with other  
25 provisions in this Article.

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

1           B. If a session starts two (2) or more hours before or after the shift, compensation will  
2 be for a minimum of four (4) hours at time-and-one-half (1-1/2 X).

3           C. Officers/Sergeants on scheduled furlough and subpoenaed for court or called in for  
4 court-related hearings, shall receive a minimum of four (4) hours overtime at the rate of time-and-  
5 one-half (1-1/2 X) their regular rate of pay.

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

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

11           **Section 7. Workweek Definition.** For the purpose of calculating overtime compensation,  
12 the workweek shall be defined as beginning at 12:00 a.m. on Sunday of each week and continuing for  
13 a total of seven (7) consecutive days through 11:59:59 p.m. the following Saturday. Except as  
14 otherwise provided in this Section, the workday shall be defined as beginning with the first hour of  
15 work and continuing for a total of twenty-four (24) consecutive hours.

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

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

24           A. A maximum of eighty-two (82) replenishable compensatory time hours may be  
25 accrued, at any given time, by individual bargaining unit members.

26           B. Employees will not be allowed to use compensatory time if their unit is below  
27 minimum manpower and their absence must be covered by calling another employee in on overtime.

28           C. Accrued compensatory time may be paid off at the time-and-one-half (1-1/2 X)

1 rate at the discretion of management.

2           D. PERS 1 employees must use hours in excess of eighty (80) hours or be cashed out  
3 prior to retirement. The hours in excess of eighty (80) shall not be used to balloon the average final  
4 compensation of the PERS 1 employees.

5           E. The County will provide a DOE on paychecks that will show the balance of  
6 accrued compensatory time on a monthly basis.

7           F. With respect to the scheduling of compensatory time:

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

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

13           Management's decisions in the application or granting of compensatory time shall not be  
14 subject to the provisions of Article 13, Grievance Procedure.

15           **Section 9. Daylight Savings Adjustment.** The Department will pay one hour of overtime to  
16 all employees working a nine-hour shift during the fall daylight saving adjustment period. Employees  
17 working during the spring daylight saving time adjustment period will either take one hour of  
18 vacation or compensatory time, or one hour of leave without pay, to cover the reduction of their shift  
19 from eight hours to seven.

20           **Section 10. Mandatory Overtime.** Mandatory overtime shall be defined as anytime an  
21 employee is directed by their supervisor not to leave work at the end of their shift or if the employee  
22 is required to stay five (5) minutes or longer after their shift (resulting in overtime) as a result of late  
23 relief.

24           A. **Ten (10) Day "Wheel".** Mandatory overtime shall be assigned in reverse seniority  
25 order; however, a less senior employee shall not be required to work mandatory overtime within ten  
26 (10) days of previously working mandatory overtime as long as there are employees eligible for  
27 mandatory overtime on that shift who have not been subject to mandatory overtime within the last ten  
28 (10) days (e.g., an employee mandated on April 10 is not eligible for mandatory overtime until April

1 21 unless no one else is eligible).

2 In cases where all eligible employees have worked mandatory overtime during the ten (10)  
3 day period, mandatory overtime assignment shall be based first on prior mandatory date (oldest date  
4 first), with reverse seniority as the tiebreaker.

5 **B. Mandatory Overtime Before Vacation Period.** No employee shall be considered  
6 for mandatory overtime as an extension of an employee's last shift prior to pre-approved vacation of a  
7 full day or more in duration.

8 **C. Release from Mandatory Overtime.** Whenever possible, employees shall be  
9 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person  
10 mandatoried shall be the first eligible to be relieved).

11 **D. Effective January 1, 2010, any employee required to work mandatory overtime**  
12 **within ten (10) days of previously working mandatory overtime shall be paid double time for such**  
13 **mandatory overtime hours worked within ten (10) days of previous mandatory overtime.**

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1 **ARTICLE 10: HOURS OF WORK**

2 **Section 1. Hours of Work.** The working hours of full-time Corrections Officers and  
3 Corrections Sergeants shall be the equivalent of forty (40) hours and fifty (50) minutes per week  
4 (except for those who are assigned to work 4/10's that total 40 hours and 40 minutes per week);  
5 provided that for the purposes of the Fair Labor Standards Act, the work schedule is based upon a  
6 twenty-eight (28) day cycle with a maximum of 171 hours pursuant to the 7(k) 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 provided  
10 a two (2) week notice of change is given, except in those circumstances over which the Department  
11 cannot exercise control; provided the required two (2) week notification period shall not commence  
12 until the employee has received the verbal or written notification of the proposed change. In the  
13 exercise of this prerogative, department management will establish schedules to meet the dictates of  
14 the workload, however, nothing contained herein will permit split shifts.

15 **Section 3. Schedule Changes Due to Training.** When it becomes necessary to alter work  
16 schedules due to training, the Department shall be required to provide notice as articulated above. In  
17 the event proper notice is not given, the affected employee shall have the option of refusing to attend  
18 the training.

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

25 Employees shall be provided with meals when on-duty and assigned to work at the KCCF or  
26 RJC, per the terms of DAJD's "Travel, Meal and Mileage Reimbursement Policy". Employees are  
27 paid for the meal period and may be required to work during the meal period.

28 Management and the Guild will meet at least on an annual basis with the Food Services

1 Manager to review the food program and implement any committee approved changes. There may be  
2 other participants included upon mutual agreement such as Health Initiative Representatives,  
3 dietician, etc.

4 **Section 5. Briefing Time.** Corrections Officers and Sergeants may be required to report to  
5 work ten (10) minutes prior to the hour, or half-hour, as scheduled, for briefing, such time to be part  
6 of the daily work shift and compensated by the negotiated base wage rate. The County will limit the  
7 normal 10 minute roll call to 5 minutes to allow Officers additional travel time to their duty  
8 assignments.

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1 **ARTICLE 11: 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 Guild 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 an option of purchasing medical coverage if and to the extent that retiree medical coverage  
9 is offered through an agreement of the Joint Labor-Management Insurance Committee or the King  
10 County Code.

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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  
4 approved by ordinance by the King County Council.

5 **Section 2. Uniforms.** Employees who suffer a loss or damage to personal property and/or  
6 personal clothing worn on the body in the line of duty will have same repaired or replaced at  
7 Department expense, not to exceed one hundred fifty dollars (\$150.00). Any uniform item damaged  
8 in the line of duty (not normal wear and tear) shall be repaired or replaced by the Department upon  
9 submission of the damaged uniform item (including any hazardous waste/blood stains). The  
10 Department has the right to change any or all of the uniforms worn by its employees.

11 In April 2007, employees shall be furnished with three hundred fifty dollars (\$350.00), before  
12 appropriate individual payroll taxes, for the purpose of purchasing and the maintenance of authorized  
13 uniforms and related items.

14 Effective 2008, employees shall be furnished an annual voucher to be used by the end of each  
15 calendar year. The voucher allows the employee to select and receive two uniforms from the County  
16 contract list including two (2) shirts, two (2) pair of pants, one (1) pair of boots/shoes, one (1) belt,  
17 one (1) tie, one (1) tie clip and associated tailoring and patches. In April (starting 2008) of each year,  
18 employees will also be given four hundred fifty dollars (\$450.00), before appropriate individual  
19 payroll taxes, for the purpose of maintenance.

20 Employees shall be responsible for wearing only authorized uniforms in appropriate  
21 condition. Employees who experience a need for adjustments or additional purchases based on  
22 change in clothing size due to pregnancy or twenty-five (25) pounds or greater weight loss shall have  
23 their uniform replaced upon submission of the non-fitting uniform as long as that uniform is still in  
24 wearable condition.

25 Any uniform replacement as outlined above shall first be accomplished by utilizing existing  
26 inventory before a new purchase is made.

27 Employees assigned to the Internal Investigations Unit and the Special Investigations Unit  
28 shall have the option of the above voucher and maintenance provision or in lieu of the above voucher

1 and maintenance provision shall receive six hundred dollars (\$600.00), before appropriate individual  
2 payroll taxes, for the purchase and maintenance of authorized appropriate clothing. This election  
3 shall be made for each year of the assignment. Management maintains the ability to determine the  
4 appropriate clothing required for such special assignments.

5 **Section 3. Limited Duty.** Employees who are injured and temporarily disabled may be  
6 allowed to work in a "limited duty" status, if possible, while recuperating from such injury, provided  
7 said "limited duty" must be approved by the Facility Commander and, provided further, that all  
8 provisions of County Policy PER-22-6 (AEP), "Transitional Duty for Employees with Temporary  
9 Medical Restrictions" shall apply. No bargaining unit posts or special assignments shall be available  
10 for assignment to any employee other than Corrections Officers or Sergeants.

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

15 **Section 5. Employee Files.** Any/all employee files, except the "background" file, shall be  
16 available for review by the employee upon request during normal business hours. No information  
17 will be placed in the employee's personnel file without the employee's prior knowledge. Employees  
18 shall be allowed to make written responses to any materials which are in their personnel files, and  
19 such responses shall be maintained in their personnel files. Employees shall have the right to  
20 examine and receive a photocopy of any part of their personnel file upon request during normal  
21 business hours. Access to an employee's personnel file by non-departmental employees shall be  
22 recorded and included in the personnel file.

23 All medical records and psychological evaluations shall be kept in separate files as required by  
24 law. Records related to internal investigations and/or criminal investigations shall be kept in separate  
25 files in accordance with department policy.

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

1 manager for the Department of Adult and Juvenile Detention.

2           When an employee is notified to serve on jury duty, he/she will inform the Administrative  
3 Sergeant as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
4 absence from regular duties. The Administrative Sergeant will ensure that the employee is relieved of  
5 regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty and will  
6 reassign the staff member to the 1st shift, with Sunday/Saturday furloughs for the week(s) assigned to  
7 jury duty.

8           When released by the Court for the day, and/or when the total required assignment to jury duty  
9 has expired, the employee will report to the 1st Shift Commander for either assignment to 1st Shift or  
10 Court Detail until he or she should return to normal shift and furloughs, PROVIDED: there must be a  
11 minimum of sixteen (16) hours between the time the employee is dismissed from jury duty and the  
12 time he/she must report to normal shift and furloughs.

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

21           **Section 8. Language Translation.** Employees who translate a language in the workplace  
22 identified by management as a language for which translation activity is necessary shall be paid five  
23 hundred dollars (\$500) per year, in semi-monthly installments. The stipend shall be paid to eligible  
24 employees in April of each year. Eligible employees shall be required to pass a language proficiency  
25 test administered by the County. The employer retains the discretion to determine the number of  
26 employees that may qualify for the premium.

27           **Section 9. Resignations.** The process for submitting and updating notices of resignations by  
28 Guild members shall be as follows: The member provides notice of resignation (via O/R, County

1 termination form or other means). The Department will acknowledge receipt and acceptance of the  
2 resignation in writing (email will suffice). When the receipt and acceptance has been sent, the  
3 employee will no longer have a right to rescind the resignation, but any request to extend or rescind  
4 will be treated as a request for reinstatement under reinstatement standards as set out in the County  
5 Personnel Guidelines. PROVIDED, the Department shall not disapprove an extension of resignation  
6 date or a reinstatement when such is requested for the sole purpose of meeting DRS service  
7 requirements for eligibility for retirement, UNLESS just cause exists to do so.

8 **Section 10. Fitness for Duty.** Once the department has determined that a physical or  
9 psychological capacities evaluation should occur, any relevant medical history of the employee shall  
10 be provided to the examining professional. The examining professional shall issue a written report to  
11 the employer, as the client, provided however, the employee shall have the right to receive a copy of  
12 that report. If the employee believes the conclusion of the examining professional is in error, the  
13 employee may obtain an additional examination at his/her own expense. The employer will provide  
14 the employee's examining professional with documents which were utilized by the employer's  
15 examining professional. Upon proper written request of the employee, the employer shall release the  
16 examination and supporting documents upon which it relies. All time and travel associated with said  
17 evaluation(s) shall be paid by the employer.

18 **Section 11. Transition to Bi-Weekly Pay.** The parties, King County and the King County  
19 Corrections Guild, agree as follows:

20 1. The County provided timely notice to the Guild of its intent to implement a bi-  
21 weekly payroll schedule for employees represented by the Guild who are currently paid on a semi-  
22 monthly schedule.

23 2. As provided in this collective bargaining agreement, the County is entitled to  
24 implement a bi-weekly payroll schedule for employees represented by the Guild. The affected  
25 employees are members of the King County Corrections Guild bargaining unit.

26 3. To assist the employees during the transition period, employees may elect to  
27 receive a transition paycheck to be issued in an amount equivalent to one week of regular earnings.

28 4. The transition paycheck will be a payment of earnings for time worked after the

1 close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive  
2 the transition check must request it on the designated form by no later than the cut-off established for  
3 such designation.

4           5. Employees who elect to receive the transition check must designate a repayment  
5 schedule; the options are to pay back in equal deductions from future paychecks over three months,  
6 six months, or twelve months, beginning with the second bi-weekly paycheck.

7           6. If an employee separates from County service prior to returning the full transition  
8 check amount, the remaining amount will be due and payable on the last day of County employment.  
9 The remainder may be deducted from the employee's final paycheck. If the amount of the final  
10 paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the  
11 amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and  
12 vacation payout are insufficient, the employee will be required to agree to a repayment plan  
13 acceptable to the County.

14           7. The County agrees to provide briefings on the progress of the transition to Guild  
15 representatives at least once a month in the three months preceding the transition and to provide  
16 ongoing education to employees as the transition plan approaches implementation.

17           8. The Guild acknowledges that the County has fulfilled its obligation to bargain the  
18 effects of implementation of the bi-weekly pay with the execution of this Agreement.

19           **Section 12. Home Free Guarantee** - The Department agrees to continue to supplement the  
20 County's Home Free Guarantee for any "free rides home" over the County-provided eight (8) that are  
21 a direct result of mandatory overtime. Employees living outside the coverage area of the County's  
22 Home Free Guarantee program shall be reimbursed by the Department for up to \$50 per occurrence  
23 for any required travel as a direct result of mandatory overtime.

24           **Section 13. Mobility Devices.** Officers using crutches and/or canes shall be limited to using  
25 elevator #1 in Seattle. No officers using crutches and/or canes shall work at the RJC. Those officers  
26 shall be assigned to Seattle. No other mobility devices shall be allowed at either facility. Officers  
27 using crutches and/or canes shall not move into the elevator #1 Sally until it is secured.

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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 **Section 1. Definition.** Grievance - a dispute as to the interpretation or application of an  
3 express term of this Agreement. Written reprimands are not subject to Step 4 of the grievance  
4 procedure outlined in this Article.

5 **Section 2. Procedure.**

6 **Step 1 - Major:** A grievance shall be presented in writing by the aggrieved employee  
7 and his/her representative, including but not limited to the legal advisor and/or shift representative if  
8 the employee wishes, within 16 calendar days of the occurrence of such grievance, to the Major for  
9 investigation, discussion, and written reply. This timeline is based on the agreement that disciplinary  
10 actions shall be e-mailed to both the Guild President/designee and Legal Advisor, and timelines start  
11 based on such e-mail date. The Major shall make his/her written decision available to the aggrieved  
12 employee within twenty (20) working days. If the grievance is not resolved, it shall be advanced to  
13 the next step in the grievance process within ten (10) working days.

14 **Step 2 - Department Director:** If after thorough evaluation, the decision of the Major  
15 has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to  
16 the Department Director. All letters, memoranda, and other written materials previously submitted to  
17 the Major shall be made available for the review and consideration of the Department Director.  
18 He/she may interview the employee and/or his/her representative and receive any additional related  
19 evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written  
20 decision available within twenty (20) working days. If the grievance is not resolved, it shall be  
21 advanced to the next step in the grievance process within ten (10) working days.

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

25 **Step 4 - Request for Arbitration:** Either the County or the Guild may request  
26 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which  
27 it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator.  
28 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected

1 from a panel of nine (9) arbitrators furnished by the American Arbitration Association. The arbitrator  
2 will be selected from the list by both the County representative and the Guild, each alternately  
3 striking a name from the list until one name remains. The arbitrator, who shall conduct the arbitration  
4 in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render a decision in  
5 accordance with those rules and the decision of the arbitrator shall be final and binding on both  
6 parties. The Parties shall bear the cost of their own attorneys' fees and costs, regardless of the  
7 outcome of the arbitration.

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

11 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear  
12 the cost of any non-employee witnesses appearing on that party's behalf.

13 No matter may be arbitrated which the County by law has no authority over, or has no  
14 authority to change.

15 **Section 3. Timelines.** Time restrictions may be waived or extended by consent of both  
16 parties.

17 **Section 4. Alternative Dispute Resolutions.**

18 **A. Unfair Labor Practice:** The parties agree that thirty (30) days prior to filing an  
19 unfair labor practice charge with the PERC, the complaining party will notify the other party, in  
20 writing, meet, and attempt to resolve the matter unless the deadline for filing with the PERC would  
21 otherwise pass or the complaining party is seeking a temporary restraining order as relief.

22 **B. Mediation:** Either party may request mediation following a Step 3 response that  
23 does not resolve the grievance (or after Step 2 for a grievance over discipline). Should both parties  
24 agree they will meet with a mediator and try to resolve the grievance. In the event that the grievance  
25 is not resolved, the Guild will have thirty (30) calendar days from the close of the mediation session  
26 in which to submit a written request for arbitration to the Human Resources Division Director of the  
27 Department of Executive Services/designee.

28 **Section 5. Letters of Corrective Counseling.** Letters of corrective counseling are not



1 examples of discipline. An employee who receives a letter of corrective counseling may, within five  
2 (5) days of receipt of the letter, request a meeting with his or her Captain to discuss the Letter of  
3 Corrective Counseling. Within ten (10) days of such meeting, the Captain will notify the employees  
4 of whether or not the Letter of Corrective Counseling will stand as is, be modified or be rescinded.  
5 The letter shall be removed from all files and shall not be considered for any reason one (1) year after  
6 the incident giving rise to the Letter of Corrective Counseling, provided no further incidents of  
7 similar conduct have occurred, provided further that should the letter concern harassment or  
8 discrimination, the employee must request removal after one (1) year and such requests shall not be  
9 unreasonably denied.

10 **Section 6. Multiple Procedures.** If employees have access to multiple procedures for  
11 adjudicating grievances, the selection by the employee of one procedure will preclude access to other  
12 procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
13 procedure.

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

22 **Section 8. Probationary Employees.** All newly hired and promoted employees must serve a  
23 probationary period. The probationary period is an extension of the hiring process; the provisions of  
24 this Article will not apply to employees if they are discharged during their initial probationary period  
25 for performance related issues. Grievances brought by probationary employees involving issues other  
26 than discharge or demotion may be processed in accordance with this Article.

1 **ARTICLE 14: 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.** Employees shall submit a shift request "Dream Sheet" at least  
6 two months prior to the date of the annual rotation. The shift request shall allow the employee to  
7 identify their preference for shift, furlough and facility of assignment, by using the 1-44 request  
8 concept.

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  
11 furlough assignments, provided that all three preferences for furlough assignments submitted by a  
12 senior employee shall be considered prior to granting preference of a more junior employee.

13 **Section 3. Shift Changes Other Than Annual Rotation.** Requests for change at a time  
14 other than the annual rotation period (mini-rotations) shall be processed according to the provisions  
15 outlined in "Transfer Request Procedures" received April 11, 2000. Mini-rotations shall occur a  
16 minimum of twice (2X) per year in the months of April and September. Additionally, during the  
17 month of July each year, employees shall be eligible for an on-shift adjustment (same shift and  
18 facility with different furloughs).

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

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

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

28 **Section 7. Special Assignments.** All special assignments shall be made at the discretion of

1 management with seniority being but one factor. Advance notice of all special assignments shall be  
2 posted and all interested Officers will be allowed to apply. Special assignments are defined as, but  
3 not limited to, any non-supervisory assignment, other than the normal rotating shift assignment;  
4 provided, however, that such assignment(s) shall not exceed two years except in bona fide  
5 emergencies as determined by the Director. Sergeants assigned to IIU, SIU, or SOP shall be selected,  
6 at management's complete discretion, after an announced job posting. The employer may assign any  
7 employee to these assignments, whether or not the assigned employee has applied for the assignment.  
8 Assignments in IIU, SIU and SOP shall last for thirty-six (36) months. The time in IIU or SIU may  
9 be extended to three (3) additional months if the assigned Sergeant is needed to complete an ongoing  
10 investigation. A Sergeant who has served in IIU or SIU may be temporarily reassigned to IIU or SIU  
11 at the employer's discretion.

12 **Section 8. Acting Shift Commander's Protocol.** Acting Shift Commanders shall be  
13 appointed to cover for an absent regular Shift Commander (Captain) on a shift-by-shift basis, when  
14 there is no other Captain available or when all available Captains have exercised the right of refusal  
15 to work the shift for the absent regular Shift Commander on overtime.

16 Consideration in the selection of Acting Shift Commanders shall first be given to regularly  
17 assigned Sergeants from the shift requiring an Acting Shift Commander and before Sergeants  
18 assigned from another shift; and the position shall be rotated giving equal opportunity to each  
19 regularly assigned Shift Sergeant on the affected shift.

20 Acting Shift Commanders shall be expected to perform the same duties as those of a regular  
21 Shift Commander.

22 **Section 9. Third Shift Weekend Shift Commander's Protocol.** When a regular Shift  
23 Commander is on duty at the Seattle Division and one Sergeant is assigned to the RJC, the KCCF  
24 Shift Commander is required to physically visit the RJC during normal third shift hours. In the event  
25 there are two regularly assigned Sergeants on duty at the RJC, one will become an Acting Shift  
26 Commander.

27 **Section 10. Nepotism.** The County and the Guild agree to meet in a Labor-Management  
28 Committee setting to attempt to agree on an anti-nepotism policy. If the parties cannot agree on a

1 policy in this setting, then the anti-nepotism policy that was negotiated in the prior labor agreement  
2 will be implemented within 30 days from the point at which either side withdraws from the  
3 discussion of this topic in the Labor-Management Committee.

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1 **ARTICLE 15: FIREARMS**

2           **Section 1.** The Department will make available up to two hundred and fifty (250) rounds of  
3 practice ammunition per month for any authorized caliber weapons for each gun qualified corrections  
4 Officer/Sergeant, provided the Officer/Sergeant uses this ammunition at a range under supervised  
5 conditions. Gun qualified staff covered by this agreement shall be provided with ammunition  
6 appropriate to their weapon and consistent with Department policy. Employees shall, upon request,  
7 be issued two (2) months of their allotment of practice ammunition during any sixty (60) day period.  
8 The Officer/Sergeant will turn in used brass after each practice.

9           **Section 2. Course of Fire.** The Department shall meet and confer with the Guild prior to any  
10 changes to the Course(s) of fire for gun qualification.

11           **Section 3. Vests.** The Department shall provide gun qualified employees with body armor of  
12 threat level IIIA. Vests shall be replaced whenever they are defective, but in no case longer than the  
13 manufacturer suggested replacement period.

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1 **ARTICLE 16: 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 17: TRAINING AND EDUCATION REIMBURSEMENT**

2 **Section 1. Educational Reimbursement.** The Employer agrees to reimburse employees for  
3 the cost of tuition and books at an accredited institution for pre-approved degree work for any and all  
4 (e.g. Associates, Bachelors, Masters, PHD) degrees in criminal justice or public administration. The  
5 degree work will be reimbursed provided the employee receives a grade of "C" or better, or a passing  
6 grade if taken as pass/fail. These reimbursements shall be subject to the following conditions:

- 7 • The individual must be pre-approved for the specific degree program and will only  
8 be reimbursed for necessary coursework or credits that are taken after approval.
- 9 • Reimbursement will be limited to an amount equal to the rate at the University of  
10 Washington.
- 11 • All requests for pre-approval shall be submitted to the Director with copies to the  
12 Facility Commander and Finance.
- 13 • Employees partially through a program may submit for pre-approval but shall only  
14 be reimbursed for any remaining necessary coursework or credits.
- 15 • All pre-approval requests must be submitted at least 30 calendar days before the start  
16 of any coursework subject to reimbursement.
- 17 • Annual limit in accordance with IRS regulations (currently \$5,250.00).

18 Employees may submit for pre-approval for reimbursement as outlined above for degrees  
19 outside of Criminal Justice or Public Administration. This request shall be submitted to a standing  
20 panel of three members (two selected by management and one selected by the Guild) who shall  
21 review the request and make a recommendation to the Director. The Director shall make the final  
22 decision. The criteria to determine whether a degree program would be approved for reimbursement  
23 shall be whether or not the program has a direct relationship to the employee's work and provides a  
24 corresponding benefit to the Department. The request shall be processed in the following manner:

- 25 • The pre-approval request must be submitted at least 60 calendar days before the start  
26 of any coursework subject to reimbursement.
- 27 • The Panel shall convene within 30 calendar days of the request to review the request  
28 - including an opportunity to meet with the employee to discuss the merits of their request.

1 • The Panel shall make their recommendation to the Director in writing with the  
2 reasons for the recommendation within 14 calendar days of reviewing the request and shall provide a  
3 copy of the recommendation to the employee.

4 • The Director shall make the final decision within 14 calendar days of receiving the  
5 recommendation. This decision shall be in writing and if denied, shall include reasons for the denial.  
6 There shall be an annual limit of forty (40) employees who can receive tuition reimbursement during  
7 any calendar year.

8 **Section 2. Special Schools/Temporary Assignments.** Notice of special schools, training  
9 opportunities and temporary assignments will be posted and all interested and qualified employees  
10 will be allowed to apply prior to selection of the candidate(s). Employees who request training shall  
11 be given written notification that their request has been received by the required person(s). The  
12 Department will consider the job performance, supervisory recommendations and special expertise in  
13 making its selection. Probationary employees shall not receive training slots where qualified regular  
14 employees have submitted application and been denied. The Director shall have final approval of all  
15 selections for special schools, training opportunities and temporary assignments and such decisions  
16 shall not be grievable beyond Step 3 (Department Director).



1 **ARTICLE 18: 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 the  
4 terms of this Agreement will be considered abolished and will no longer be considered a precedent.

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1 **ARTICLE 19: 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 20: 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 other  
7 interference with County functions by employees under this Agreement and should same occur, King  
8 County Corrections Guild agrees to take appropriate steps to end such interference. Any concerted  
9 action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above  
10 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 work  
16 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.

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1 **ARTICLE 21: 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 Agreement,  
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter  
7 not specifically referred to or covered in this Agreement.

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1 **ARTICLE 22: 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 and Juvenile Detention and  
4 classification, with the employee with the least time being the first to be laid off.

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

12 **Section 3. Recall.** The names of laid off employees will be placed in inverse order of layoff  
13 on a Re-employment List for the classification previously occupied. The Re-employment List will  
14 remain in effect for a maximum of two years or until all laid off employees are rehired, whichever  
15 occurs first. As positions become available, employees on the Re-employment List will be given first  
16 opportunity to return to work. Those on the Re-employment List shall be responsible for providing  
17 current address and phone numbers to the Employer. After notice of recall, an employee will have  
18 two (2) weeks to respond to the notice of recall. An employee refusing a recall opportunity or failing  
19 to respond within two weeks shall be removed from the Re-employment List, unless affirmatively  
20 requesting to stay on the list. Employees who are recalled shall return to the same wage step and  
21 accrual levels they were at when they were laid off.

22 **Section 4. Layoff Notification.** The County will notify the affected employees at least thirty  
23 (30) calendar days in advance of the effective date of any layoff. When providing layoff notification  
24 to affected employees, the Department shall provide and make available to the employee information  
25 about the County's Layoff and Recall program.

1 **ARTICLE 23: EMPLOYEE BILL OF RIGHTS**

2 A. Every employee who becomes the subject of an internal investigation shall be advised at  
3 the time of the interview that s/he is suspected of:

- 4 1. Committing a criminal offense;  
5 2. Misconduct that would be grounds for termination, suspension, or other  
6 disciplinary action; or  
7 3. That s/he may not be qualified for continued employment with the Department.

8 B. Any employee who becomes the subject of a criminal investigation may have legal counsel  
9 present during all interviews. This representation by counsel is confined to counseling and not actual  
10 participation in the investigation. A criminal investigation as used herein shall be interpreted as any  
11 action which could result in the filing of a criminal charge. A major investigation as used elsewhere  
12 in this motion shall be interpreted as any action which could result in dismissal from the Department  
13 or the filing of a criminal charge.

14 C. The employee under investigation must at the time of the interview be informed of the  
15 name of the officer in charge of the investigation and the name of the officer who will be conducting  
16 the interview.

17 D. The employee shall be informed in writing of the nature of the major investigations and  
18 whether s/he is a witness or suspect before any interview commences, including information  
19 necessary to apprise him/her for the allegations of such complaints.

20 E. The interview of an employee shall be at a reasonable hour, preferably when the employee  
21 is on duty unless the exigencies of the interview dictate otherwise. Whenever possible interviews  
22 shall be scheduled during the normal workday of the County.

23 F. The employee may request that a major investigation interview be recorded, either  
24 mechanically and/or by a stenographer. There can be no "off-the-record" questions. Upon request,  
25 the employee under a major investigation shall be provided an exact copy of any written statement  
26 s/he has signed or of a verbatim transcript of any interview.

27 G. Interviewing shall be completed within a reasonable time, and shall be done under  
28 circumstances devoid of intimidation or coercion. In all major investigation interviews the employee

1 shall be afforded an opportunity and facilities to contact and consult privately with an attorney of  
2 his/her own choosing before being interviewed. The employee shall be entitled to such reasonable  
3 intermissions as s/he shall request for personal necessities, meals, telephone calls, and rest periods.

4 H. All interviewing shall be limited in scope to activities, circumstances, or events which  
5 pertain to the employee's conduct or acts which may form the basis for disciplinary action under one  
6 or more of the categories contained in Paragraph 2 herein.

7 I. The employee will not be threatened with dismissal or other disciplinary punishment as a  
8 guise to attempt to obtain his/her resignation, nor shall s/he be subject to abusive or offensive  
9 language or intimidated in other manner. No promises or rewards shall be made as an inducement to  
10 answer questions.

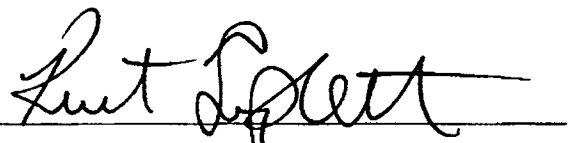
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1 **ARTICLE 24: DURATION**

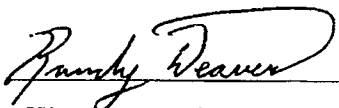
2 This Agreement and each of its provisions, unless otherwise stated, shall become effective  
3 upon ratification by the King County Council and shall continue in full force and effect through  
4 December 31, 2010.

5 Contract negotiations for the year 2011 may be initiated by either party by providing to the  
6 other party written notice of its desire to begin negotiations, provided that such negotiations may not  
7 commence sooner than May 15, 2010.

8  
9 APPROVED this 12 day of August, 2009

10  
11  
12  
13 By   
14 King County Executive

15  
16  
17 SIGNATORY ORGANIZATION:

18  
19  
20   
21 King County Corrections Guild



## APPENDIX A - FIREARMS RE-QUALIFICATION

1  
2           1. Staff who have a legitimate reason to be excused from a semi-annual re-qualification  
3 session must document that reason, in writing, to their Division Major at least 14 days in advance of  
4 the re-qualification session. (Except staff on approved leave during the re-qualification period.) Staff  
5 requesting to be excused from a re-qualification session due to medical reasons not already known to  
6 the Department may be required to provide written verification in the form requested by the  
7 Department.

8           2. The requests to be excused will be reviewed by the Division Majors and other senior  
9 managers, if necessary. A list of those staff excused will be forwarded to the Firearms Instructors.  
10 Those not excused will be notified by the Division Majors and will be required to sign-up and attend  
11 the re-qualification session. Staff who are not excused from and fail to attend a semi-annual re-  
12 qualification session without a legitimate reason will be disciplined for failure to follow a directive  
13 and will not be allowed to participate in a make-up shoot. They will no longer be considered firearms  
14 qualified. They will no longer receive a firearms premium, will no longer show as weapons qualified  
15 in the Roster Management System (RMS), and will be required to turn in their Department-issued  
16 firearm(s) and related equipment.

17           3. Staff attending a semi-annual re-qualification session and failing to obtain a passing score  
18 will have the option of voluntarily turning in their Department-issued firearm(s) and related  
19 equipment. They will no longer be considered firearms qualified. They will no longer receive a  
20 firearms premium and will no longer show as weapons qualified in the RMS. However, if these staff  
21 choose, they will be offered a chance to obtain a passing score during a four-hour remedial class  
22 scheduled shortly after their re-qualification session. (They will not be assigned to carry a firearm  
23 during the intervening time period.) If they fail to obtain a passing score during the re-qualification  
24 session and subsequent remedial class, they will no longer be considered firearms qualified. They  
25 will no longer receive a firearms premium and will no longer show as weapons qualified in the RMS.  
26 They will again have the option of voluntarily turning in their Department-issued firearm(s) and  
27 related equipment, with the stipulations above, or if they so choose, they will be allowed to attend the  
28 next regularly scheduled semi-annual re-qualification session. They will be allowed to retain their

1 Department-issued firearm(s) and related equipment during this time period, and will be allowed to  
2 draw practice ammunition.

3 4. Staff who are excused from a semi-annual re-qualification session will be required to  
4 attend a make-up shoot to be scheduled by the Department, usually within 30 days after the re-  
5 qualification session ends. This make-up shoot will be administered by no less than two Department  
6 Firearms Instructors. Staff who are unable to attend this make-up shoot will be permitted to retain  
7 their firearm(s) and equipment only if they have requested and been granted approval to be excused in  
8 advanced. See #3 above for the approval process.

9 5. Staff who are excused from the semi-annual re-qualification session and the make-up  
10 shoot, or who fail to obtain a passing score during a make-up shoot, will have their firearms premium  
11 discontinued (subject to review on a case-by-case basis), will have the weapons-qualified attribute  
12 removed from their name in the RMS, and will not be allowed to work any firearms-required posts.  
13 These stipulations take effect on the date that the re-qualifications sessions end. They will be allowed  
14 to retain their Department-issued firearm(s) and related equipment and will be authorized to draw  
15 practice ammunition up until the next semi-annual re-qualification session, at which time they will be  
16 required to re-qualify.

17 6. Staff who are excused from a semi-annual re-qualification session and the subsequent  
18 make-up shoot, or fail to obtain a passing score during a semi-annual re-qualification session and  
19 subsequent make-up shoot, and then are unable to attend the next scheduled semi-annual re-  
20 qualification session for whatever reason, or fail to obtain a passing score during a second semi-  
21 annual re-qualification session, will no longer be considered firearms qualified. They will no longer  
22 receive a firearms premium, will no longer show as weapons qualified in the RMS, and will be  
23 required to turn in their Department-issued firearm(s) and related equipment. These staff will be  
24 required to apply for, and be approved to attend, a full Basic Firearms Training Course in order to  
25 again be firearms qualified. This provision does not apply to those staff with exceptional  
26 circumstances such as long-term active military duty, long-term approved medical leave, or other  
27 clearly extraordinary reasons for not attending the re-qualification sessions (see #8, below). These  
28 cases will be evaluated by the Division Majors and other senior managers and appropriate action

1 taken.

2           7. Staff returning to full duty (after an extended leave or limited duty) who are no longer  
3 firearms qualified because they missed two consecutive re-qualification sessions will not be assigned  
4 to any firearms-required positions until they have obtained a passing score on the current Department  
5 re-qualification course. These staff will be required to attend a make-up shoot to be scheduled by the  
6 Department, usually within 30 days of the staff member's return to duty. This make-up shoot will be  
7 administered by no less than two Department Firearms Instructors. This make-up shoot will be  
8 treated as the staff member's semi-annual re-qualification session and the staff member will be  
9 subject to the guidelines outlined in #4 above if a passing score is not obtained.

10           8. Numbers 2-8 above are illustrated on the attached Weapons Flowchart.

11           9. Following each semi-annual re-qualification session, the senior Firearms Instructor will be  
12 responsible for insuring that the names of staff who did not qualify (and the circumstances), or who  
13 failed to attend the session are forwarded to the Division Majors. The names will be reviewed by the  
14 Division Majors and other senior managers and appropriate action taken.

15           10. Management will convey these changes to staff in the re-qualification notices.

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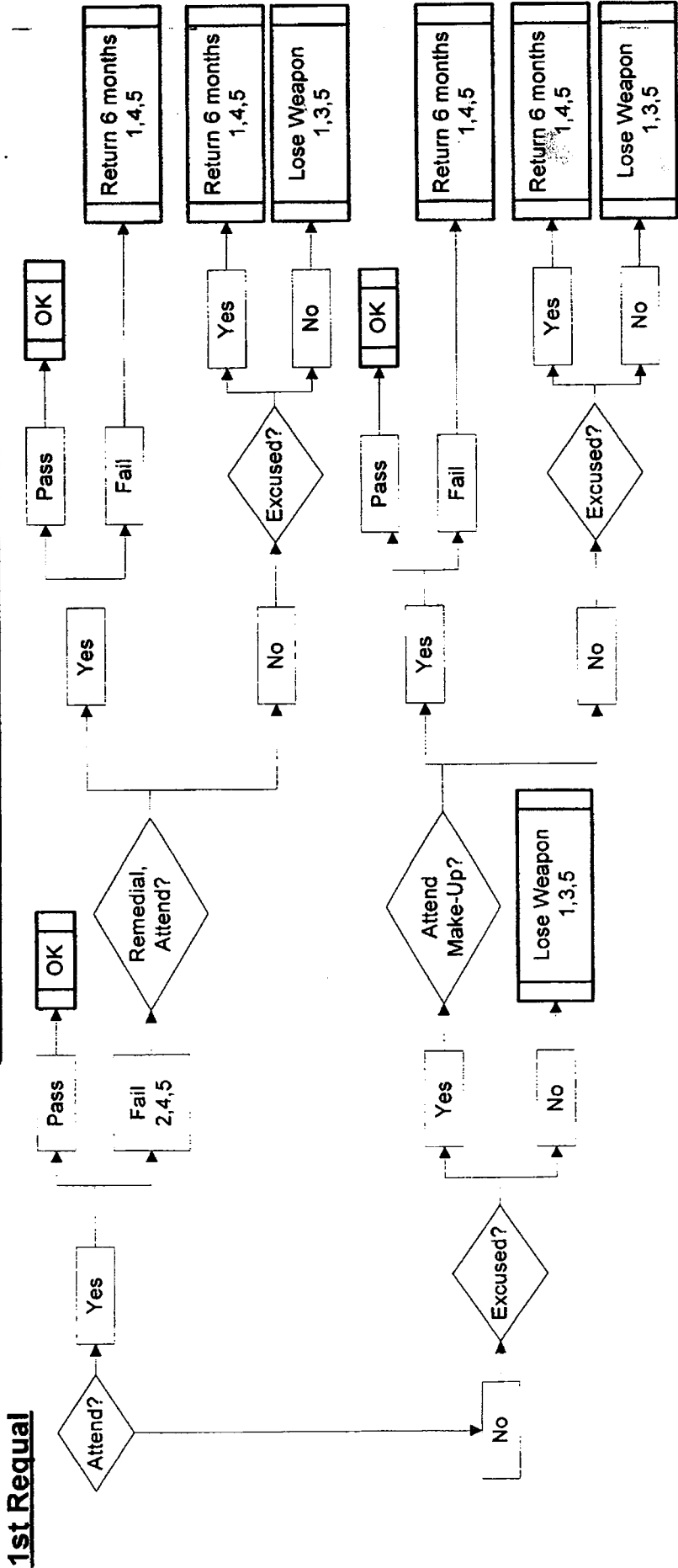
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Appendix A- Firearms Re-Qualification Flowchart



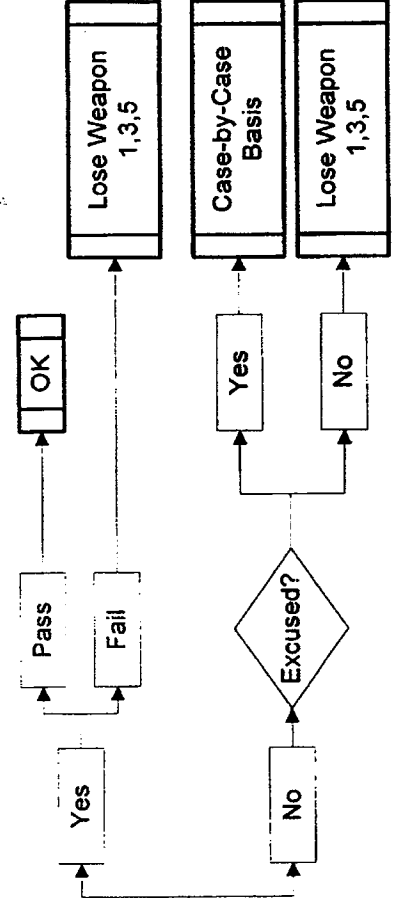
2nd Consecutive Requal

Staff returning after extended absence or other reasons for not carrying a gun for an extended period.

Requal or make-up shoot as determined by the Department  
 \_\_\_ Keep \$\$\$, no gun positions until offered the chance to shoot  
 \_\_\_ Make-up shoots will be treated as the shooter's "1st Requal" and will be subject to the guidelines listed above

- 1. Lose \$\$\$
- 2. Keep \$\$\$
- 3. Lose Gun
- 4. Keep Gun
- 5. No gun positions

Attachment B



**KING COUNTY CORRECTIONS GUILD  
ADDENDUM A  
WAGE RATES 2007**

**Corrections Officer**

Effective January 1, 2007	
	Hourly
Start	\$20.1851
12 Months	\$22.6139
24 Months	\$24.6178
36 Months	\$25.7525
48 Months	\$26.8390
60 Months	\$28.2395
72 Months	\$29.0867

**Corrections Supervisors**  
**(Sergeants)**

Effective January 1, 2007	
	Hourly
Start	\$30.5408
12 Months	\$31.3298
24 Months	\$32.4645
36 Months	\$33.4422
48 Months	\$34.4455

1664

- 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.
- 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.

Attachment C

**KING COUNTY CORRECTIONS GUILD  
ADDENDUM A  
WAGE RATES 2007**

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 years of service: 3%
- After 12 years of service: 4%
- After 15 years of service: 5%

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

Incentive Pay:

<u>Associate</u> \$31 per month	<u>Bachelors</u> \$62 per month	<u>Major Subject</u> 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 17. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.

KING COUNTY CORRECTIONS GUILD  
ADDENDUM A  
WAGE RATES 2008

16664

Attachment D

Corrections Officer

Effective January 1, 2008	
	Hourly
Start	\$20.7907
12 Months	\$23.2923
24 Months	\$25.3563
36 Months	\$26.5251
48 Months	\$27.6442
60 Months	\$29.0867
72 Months	\$29.9593

Corrections Supervisors  
(Sergeants)

Effective January 1, 2008	
	Hourly
Start	\$31.4570
12 Months	\$32.2697
24 Months	\$33.4384
36 Months	\$34.4455
48 Months	\$35.4789
60 Months	\$36.5433

- 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.
- 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.

**KING COUNTY CORRECTIONS GUILD  
ADDENDUM A  
WAGE RATES 2008**

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- After 8 years of service: 2%
- After 10 years of service: 3%
- After 12 years of service: 4%
- After 15 years of service: 5%

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

<u>Associate</u> \$31 per month	<u>Bachelors</u> \$62 per month	<u>Major Subject</u> Psychology Sociology Criminology Police Science Admin. of Justice Related Field of Study
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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 17. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.



**KING COUNTY CORRECTIONS GUILD  
ADDENDUM A**

**WAGE RATES 1/1/09 to 6/14/09**

**Corrections Officer**

Wage Rates Effective 1/1/09 to 6/14/09	
	Hourly
Start	\$21.8614
12 Months	\$24.4919
24 Months	\$26.6621
36 Months	\$27.8911
48 Months	\$29.0679
60 Months	\$30.5847
72 Months	\$31.5022

**Corrections Supervisors  
(Sergeants)**

Wage Rates Effective 1/1/09 to 6/14/09	
	Hourly
Start	\$33.0770
12 Months	\$33.9316
24 Months	\$35.1605
36 Months	\$36.2194
48 Months	\$37.3061
60 Months	\$38.4253

16664.

Attachment E

- 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.
- 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.

**KING COUNTY CORRECTIONS GUILD  
ADDENDUM A  
WAGE RATES 1/1/09 to 6/14/09**

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:

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- After 8 years of service: 2%
- After 10 years of service: 3%
- After 12 years of service: 4%
- After 15 years of service: 5%

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

Incentive Pay:

<u>Associate</u> \$31 per month	<u>Bachelors</u> \$62 per month	<u>Major Subject</u> 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 17. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.

**KING COUNTY CORRECTIONS GUILD  
ADDENDUM A**

**WAGE RATES 6/15/09 to 12/31/09**

**Corrections Officer**

Wage Rates Effective 6/15/09 to 12/31/09	
	Hourly
Start	\$23.6103
12 Months	\$25.4716
24 Months	\$26.6621
36 Months	\$27.8911
48 Months	\$29.0679
60 Months	\$30.5847
72 Months	\$31.5022

**Corrections Supervisors  
(Sergeants)**

Wage Rates Effective 6/15/09 to 12/31/09	
	Hourly
Start	\$33.0770
12 Months	\$33.9316
24 Months	\$35.1605
36 Months	\$36.2194
48 Months	\$37.3061
60 Months	\$38.4253

16654

- 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.
- 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.

Attachment F

# KING COUNTY CORRECTIONS GUILD ADDENDUM A

## WAGE RATES 6/15/09 to 12/31/09

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:

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- After 12 years of service: 4%
- After 15 years of service: 5%

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

Incentive Pay:

<u>Associate</u>	<u>Bachelors</u>	<u>Major Subject</u>
\$31 per month	\$62 per month	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 17. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.