



King County

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 9, 2009

Ordinance 16691

Proposed No. 2009-0602.1

Sponsors Ferguson and Phillips

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

8
 9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and memorandum of
 11 agreement negotiated between King County and Uniformed Command Association
 12 (Corrections Jail Captains) representing employees in the department of adult and
 13 juvenile detention and attached hereto are hereby approved and adopted by this reference
 14 made a part hereof.

15

16 SECTION 2. Terms and conditions of said agreements shall be effective from
17 January 1, 2009, through and including December 31, 2011.

18

Ordinance 16691 was introduced on 11/2/2009 and passed by the Metropolitan King
County Council on 11/9/2009, by the following vote:

Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von
Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Dow Constantine, Chair

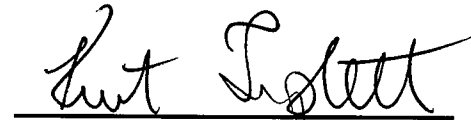
ATTEST:



Anne Noris, Clerk of the Council

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CLERK
KING COUNTY COUNCIL

APPROVED this 16th day of November, 2009.



Kurt Triplett, County Executive

Attachments A. Agreement Between Uniformed Command Association Department of Adult and
 Juvenile Detention and King County, B. Memorandum of Agreement By and Between
 King County Department of Adult and Juvenile Detention and Uniformed Command
 Association

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

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1 **ARTICLE 1: POLICY AND PURPOSE**

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

7 **Section 2. Purpose:** The intent and purpose of this Agreement is to set forth the wages,
8 hours, and other working conditions of such employees in appropriate bargaining units, provided the
9 County has authority to act on such matters, and further provided that the matter has not been
10 delegated to any civil service commission or personnel board similar in scope, structure, and authority
11 as defined in RCW 41.56.

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

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

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

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 It is recognized that the Employer retains the right to manage the affairs of the County and to
3 direct the work force. Such functions of the employer include, but are not limited to the following:
4 Determine the mission, budget, organization, number of employees, and internal security practices of
5 the Department of Adult and Juvenile Detention; Implement and utilize recording video cameras in
6 all facilities excluding Captain's Office space or any other area prohibited by law; recruit, examine,
7 promote, train employees of its choosing and determine the time and methods of such action;
8 discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force;
9 develop and modify class specifications; determine the method, materials, and tools to accomplish the
10 work; designate duty stations; and assign employees to those duty stations; establish reasonable work
11 rules; assign hours of work and take whatever actions may be necessary to carry out the Department's
12 mission in the case of emergency. In prescribing policies and procedures relating to personnel and
13 practices, and to the conditions of employment, the Employer will comply with state law to negotiate
14 or meet and confer, as appropriate.

15 The County may implement a performance evaluation program during the term of the
16 collective bargaining agreement, after meeting and conferring with the Association in advance.

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

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1 **ARTICLE 4: ASSOCIATION REPRESENTATION**

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

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

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

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1 **ARTICLE 5: HOLIDAYS**

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

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

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20 Holidays shall be observed on the dates identified above and otherwise in accordance with
21 RCW 1.16.050, as amended.

22 **Section 2. Holiday Pay:** All employees shall take holidays on the day of observance unless
23 their work schedule requires otherwise for continuity of services, in which event, pay for such work
24 will be done at one and one-half times the regular rate and the employee shall be eligible for either an
25 additional 8 hours of pay at the straight-time regular rate or 8 hours of leave to be added to their
26 accrued vacation, at the employee's option. Employees will have two weeks from the date of the
27 holiday to indicate their preference for pay or leave accrual. In the event the employee does not
28 indicate a preference, the time shall be credited as 8 hours of leave added to their accrued vacation.

1 All leave accrued under this section will be administered through the vacation plan (including
2 maximum accruals provided in Article 6, Section 1.2).

3 **Section 3. Floating Holidays:** Each employee shall receive two (2) additional
4 personal holidays, at eight (8) hours per day, to be administered through the vacation plan (including
5 maximum accruals provided in Article 6, Section 1.2). One day shall be added to accrued vacation on
6 the first of October and the first of November of each year. These days can be used in the same
7 manner as any vacation day earned.

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1 **ARTICLE 6: VACATION**

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

4

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

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22 **Section 1.1.** Part-time benefit eligible employees shall accrue vacation leave in accordance
23 with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to
24 reflect their normally scheduled work week;

25 **Section 1.2.** Full-time benefit eligible employees may accrue up to sixty (60) days (480
26 hours) of vacation leave. Part-time benefit eligible employees may accrue vacation up to sixty (60)
27 days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave
28 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation

1 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
2 maximum amount unless the Director of the Department of Adult and Juvenile Detention has
3 approved a carryover of such vacation leave because of cyclical workloads, work assignments or
4 other reasons as may be in the best interests of the Employer.

5 **Section 2. Eligibility for Accrued Vacation:** An employee shall not be granted vacation
6 benefits if not previously accrued. Employees eligible for vacation leave shall accrue vacation from
7 their date of hire. Employees shall not be eligible to take or be paid for vacation leave until they have
8 successfully completed their first six months of county service, unless it is a qualifying leave under
9 the Washington State Family Care Act. If an employee leaves county employment prior to
10 successfully completing their first six months of county service, the employee shall forfeit and not be
11 paid for any unused, accrued vacation leave.

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

15 **Section 4. Incremental Usage:** Vacation may be used in one half hour increments.

16 **Section 5. Upon Termination:** Upon termination for any reason, the employee will be paid
17 for unused vacation credit, up to a maximum of 480 hours.

18 **Section 6. Upon Death:** In cases of separation by death, payment of unused vacation benefits
19 shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title 11,
20 up to a maximum of 480 hours.

21 **Section 7. Vacation Leave Donations:** Employees shall be allowed to transfer vacation
22 leave in accordance with the provisions set forth in King County Code.

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

1 **ARTICLE 7: SICK LEAVE**

2 **Section 1. Accrual Rate:** Every employee in a benefit eligible position shall accrue sick
3 leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive of overtime up to
4 a maximum of eight hours per month. The employee is not entitled to sick leave if not previously
5 earned.

6 **Section 2. Eligible Absences:** Sick leave shall be paid on account of employee absences
7 from the workplace due to:

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

15 **Section 3. Vacation Sick Leave:** After six months of full-time service, a benefit eligible
16 employee may, at management's discretion, be permitted to use up to one-half of his/her accrued
17 vacation (5 days at eight (8) hours per day) as an essential extension of used sick leave. If an
18 employee does not work a full twelve (12) months, any vacation credit used for sick leave must be
19 reimbursed to the County upon termination. Regardless of the provisions of this section, an employee
20 may use accrued vacation, sick or other types of accrued leave for a qualifying leave under the
21 Washington Family Care Act.

22 **Section 4. Incremental Usage:** Sick leave may be used in one-half (1/2) hour increments.

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

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

1 **Section 7. Cash Out:** King County will reimburse those employees who have at least five (5)
2 years service and retire as a result of length of service or who terminate by death, thirty-five percent
3 (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based on the
4 employee's base rate. If the bargaining unit has adopted the Voluntary Employee Beneficiary
5 Association (VEBA), this cash out shall be subject to those provisions.

6 **Section 8. Worker's Compensation:** Employees injured on the job cannot simultaneously
7 collect sick leave and worker's compensation payments greater than the net regular pay of the
8 employee.

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

13 **Section 10. Special Sick Leave:** Effective the date of this contract, Corrections Captains
14 shall be provided with twenty (20) days special sick leave at eight (8) hours per day which shall only
15 be utilized to supplement the employee's industrial insurance benefit should the employee be injured
16 on the job. The special sick leave shall not be used until three (3) days of regular sick leave have
17 been used for each incident of on-the-job injury. In the event that there is no regular sick leave, the
18 special sick leave shall be immediately available for an on-the-job injury. Special sick leave is non-
19 cumulative, but is renewable for any subsequent injury. No employee shall be eligible for more than
20 twenty (20) days of special sick leave per injury or per year.

21 **Section 11. Sick Leave Incentive:** In January of each calendar year, employee sick leave
22 usage will be reviewed. Benefit eligible, full-time employees who have used sixteen (16) hours or
23 less of sick leave in the preceding calendar year shall be rewarded by having sixteen (16) additional
24 hours credited to their vacation account. Employees who have used more than sixteen (16) hours but
25 less than thirty-two (32) hours of sick leave hours shall have eight (8) hours credited to their vacation
26 account. The additional vacation credits specified herein shall not affect accrued sick leave amounts.

27 **Section 12. Attendance Policy:** The parties agree to reopen negotiations at any time during
28 the term of this collective bargaining agreement for the purpose of negotiating any portions of a new

1 attendance policy that constitute mandatory subjects of bargaining.

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1 **ARTICLE 8: WAGE RATES**

2 **Section 1. 2009 Wage Rates:** Effective January 1, 2009, the base wage rates of employees
3 shall be increased to the 2009 King County hourly squared table, Range 69. Step placement shall be
4 step-to-step, applied after any step increase to which an employee may be entitled as of January 1,
5 2009.

6 **Section 2. 2010 Wage Rates:** Effective January 1, 2010, the base wage rates of employees
7 shall be increased by 90% of the CPI-W All Cities Index (September 2008-September 2009) with a
8 maximum increase of six (6) percent but no less than two (2) percent.

9 **Section 3. Cost Of Living Adjustment Reopener:** Effective no later than October 1, 2010 the
10 parties shall commence negotiations for any potential Cost of Living Adjustment application for
11 2011.

12 **Section 4.** All newly-promoted Captains' initial salary-step placement will be at Step 5 of
13 Range 69, King County hourly squared table.

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

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1 **ARTICLE 9: OVERTIME AND CALLBACK**

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

11 **Section 2. Overtime Cap/Limit:** Overtime worked by individual bargaining unit members
12 will be restricted to 45 hours per pay period. Provided: Should an Association member find
13 themselves working a shift in which half or more of that shift exceeds the 45th hour, the Association
14 member shall be allowed to complete that overtime period. Provided Further: Association
15 bargaining unit members will have the first right of refusal to work the overtime before the overtime
16 is offered to an employee of a lower classification. The overtime cap shall not apply to any vacant
17 post that is due to a vacancy. Provided Further: Management shall have the right to staff the third
18 shift, Regional Justice Center (RJC) Captain's position, on Saturday and Sunday, with an Acting
19 Captain from the Sergeant's classification (with Association bargaining unit members having the first
20 right of refusal independent of the cap limit) for the duration of the period of the RJC-
21 Intake/Transfer/Release shutdown. Provided Further: If there is only one volunteer for third shift on
22 Saturday and Sunday, management maintains the right to determine at which facility that employee
23 shall work.

24 **Section 3. Compensatory Time:** Employer agrees to continue its current practice regarding
25 compensatory time for Association's bargaining unit members. Provided: only a maximum of eighty
26 (80) hours may be accrued, at any given time, by individual bargaining unit members (replenishable
27 hours). Any use of two (2) consecutive days or more of non-protected leave (vacation and/or
28 compensatory time) shall require a minimum of 24 hours notice.

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

5 **Section 5. Daylight Savings Adjustment:** The Department will pay one hour of overtime to
6 all employees working an hour longer shift during the fall daylight saving adjustment period.
7 Employees working during the spring daylight saving time adjustment period will either take one
8 hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of
9 their shift.

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1 **ARTICLE 10: HOURS OF WORK**

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

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

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

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

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

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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 then
4 approved by ordinance by the King County Council.

5 **Section 2. Uniform/Damage to Personal Items:** Employer agrees to continue its current
6 practice by providing uniforms within its quartermaster system. Employees who suffer a loss or
7 damage to personal property and/or clothing (i.e. watch, eye glasses, ring, necklace) in the line of duty
8 will have same repaired or replaced at Department expense, not to exceed \$300.00.

9 **Section 3. Limited Duty:** Employees who are injured or temporarily disabled may be
10 allowed to work in a "limited duty" status, if possible, while recuperating from such injury, provided
11 said "limited duty" must be approved by the Facility Commander and, provided further, that all
12 provisions of County policy PER-22-6 (AEP), "Transitional Duty for Employees with Temporary
13 Medical Restrictions" shall apply.

14 **Section 4. Employee Files:** An employee may review any/all of his or her own employee
15 files, except the "background" investigation file. Files shall be available for review upon request
16 during normal business hours.

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

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

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

28 **Section 6. Bulletin Board:** The Employer agrees to permit the Association to post on a

1 County bulletin board, the announcement of meetings, election of officers, and any other Association
2 material which is not prohibited by State law or County ordinance.

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

8 **Section 8. Family and Medical Leave:** Family and medical leave shall be granted as
9 provided by the federal Family Medical Leave Act, the King County Family Medical Leave ordinance
10 and any Washington state or other laws that provide for family medical leave. These laws and
11 ordinances shall control in the event of a conflict with this section. The right to define and implement
12 policy related to the family and medical leave provided under any of the laws cited above is vested
13 exclusively with the County. Policy development and implementation may include, but is not limited
14 to, the use of leave benefits while on legally-required qualified leave, eligibility requirements,
15 medical certifications, and time used to determine eligibility for legally-required family and medical
16 leave.

17 **Section 9. Annual Uniform Maintenance Reimbursement:** In April 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 **Section 10. Employer Provided Vehicles:** The County shall provide a vehicle of its choosing
21 to the Captains in charge of the Internal Investigation Unit and the Court Detail Unit. Parking for said
22 vehicles shall be at County Expense. Commute time while using said vehicles shall be
23 noncompensable.

24 **Section 11. Translation Premium:** Employees selected by management to perform language
25 translation activities shall receive five hundred dollars (\$500.00) per each year in which they are
26 requested to perform translation activities. The stipend shall be paid to eligible employees per pay
27 period on a pro-rated basis. The process for selection shall be discussed in the Labor Management
28 Committee.

1 **Section 12. Uniforms:** The employer shall continue the practice of issuing, on or about April
2 of each year, a voucher, equivalent in value to purchase two (2) shirts, two (2) pants and a pair of
3 shoes in whatever is presently designated as the duty uniform. The employer shall also issue a
4 clothing allowance to the Internal Investigations Unit (IIU) Captain, in lieu of a uniform voucher.
5 This clothing allowance shall also be provided to any civilian attired Captains. The amount of the
6 clothing allowance shall be six hundred dollars (\$600.00), before appropriate individual payroll taxes,
7 for the purchase and maintenance of authorized appropriate clothing. This allotment shall be made
8 for each year of the assignment. Management maintains the ability to determine the appropriate
9 clothing required for such assignment.

10 **Section 13. Disability Accommodation in Employment:** The provisions of Executive policy
11 PER-22-4-2 (AEP), "Disability Accommodation in Employment" shall apply to all bargaining unit
12 employees.

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1 **ARTICLE 13. GRIEVANCE PROCEDURE**

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

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

8 **Section 3. Procedure:**

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

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

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

25 **Step 4 - (Arbitration).** The Association may request arbitration within thirty (30) days
26 of conclusion of Step 3, and must specify the exact question which it wishes to arbitrate. The parties
27 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are
28 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9)

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

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

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

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

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

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

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

21 **Section 5. Procedure For Waiving:** Time restrictions and/or grievance steps may be waived
22 by written mutual consent of both parties, provided that new time limits be established by a written
23 document.

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

27 **Section 7. Probationary period:** All newly hired and promoted employees must serve a
28 probationary period as defined in King County Code 3.12.100. The probationary period is an

1 extension of the hiring process, therefore, the provisions of this Article will not apply to employees if
2 they are discharged during their initial probationary period or are demoted during the promotional
3 probationary period for not meeting the requirements of the classification.

4 Grievances brought by probationary employees involving issues other than discipline may be
5 processed in accordance with this Article.

6 **Section 8. Parties to the Agreement:** In as much as this is an Agreement between the County
7 and the Association, no individual may, without Association concurrence, make use of the provisions
8 of this Article.

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

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

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

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

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

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

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

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

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

1 outside normal shift rotating assignments.

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1 **ARTICLE 15: FIREARMS**

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

4 **Section 2. Workplace Violence Prevention:** The parties agree to the adoption and
5 implementation of the Workplace Violence Prevention Policy as to members of the Association,
6 provided that Section 6.3 of this policy shall not apply to Association members who bring a firearm
7 into the King County Correctional Facility, the detention area of the Regional Justice Center, or the
8 Court Detail area of the Courthouse for storage in a gun locker. Such employees may also bring a
9 firearm into a County building to the extent necessary to travel between the work areas described
10 above and their personal vehicles or other means of transportation to and from work.

11 Notwithstanding the above, any employees who are not legally authorized to possess a firearm are not
12 permitted to bring a firearm onto County property. All other Department or County policies,
13 regulations and procedures which govern the use of gun lockers or the possession of weapons within
14 the King County Corrections Facility or the detention area of the Regional Justice Center will
15 continue to apply.

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

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

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

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

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1 **ARTICLE 17: SAVINGS CLAUSE**

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

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1 **ARTICLE 18: WAIVER CLAUSE**

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

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1 **ARTICLE 19: REDUCTION IN FORCE**

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

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

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

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1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated shall become effective
3 upon ratification by the Association and the King County Council and shall continue in full force and
4 effect through December 31, 2011.

5 Contract negotiations for 2012 may be initiated by either party by providing to the other party
6 written notice of its desire to begin negotiations, provided that such negotiations may not commence
7 sooner than May 15, 2011.

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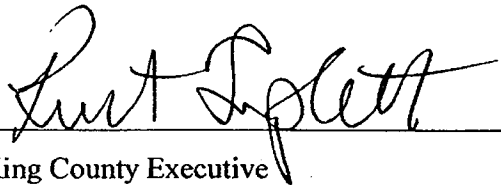
10 APPROVED this 22nd day of October, 2009.

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By: 
King County Executive

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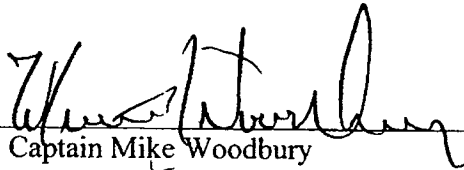
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18 For Uniformed Command Association:

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Captain Mike Woodbury
President
Uniformed Command Association

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Attachment B

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY DEPARTMENT OF ADULT AND JUVENILE DETENTION

AND

UNIFORMED COMMAND ASSOCIATION

Subject: Transition to Biweekly Pay

This Memorandum of Agreement is entered into by the Uniformed Command Association (the "Association") and King County (the "County").

1. The County provided timely notice to the Association of its intent to implement a biweekly payroll schedule for employees represented by the Association who are currently paid on a semi-monthly schedule.
2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Association. The affected employees are members of the Uniformed Command Association.
3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.
4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.
5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.
6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's

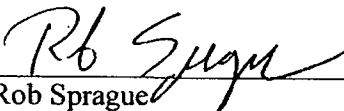
final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to Association representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

8. The Association acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

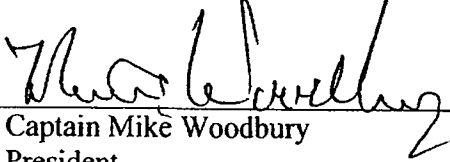
Upon complete execution of this agreement by all parties, it shall be effective through December 31, 2012.

For King County:

 9/22/09

Rob Sprague
Labor Negotiator II

For Uniformed Command Association:



Captain Mike Woodbury
President
Uniformed Command Association