



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 7, 2000

Ordinance 13985

Proposed No. 2000-0597.2

Sponsors Nickels, Pullen and Phillips

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

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The collective bargaining agreement negotiated between King

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County and King County Corrections Guild representing employees in the department of

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adult and juvenile detention and attached hereto is hereby approved and adopted by this

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reference made a part hereof, subject to specific appropriation authority.

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SECTION 2. Terms and conditions of said agreement shall be effective from

15 January 1, 2001, through and including December 31, 2003.

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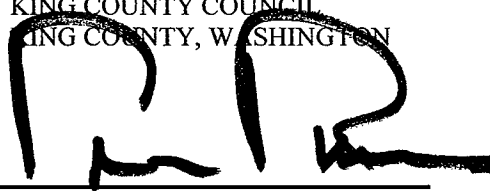
Ordinance 13985 was introduced on 10/23/00 and passed by the Metropolitan King County Council on 11/6/00, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons

No: 0

Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



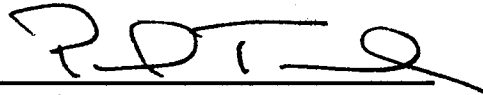
Pete von Reichbauer, Chair


ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17th day of November, 2000



 Ron Sims, County Executive

Attachments

- A. Agreement Between King County and King County Corrections Guild Department of Adult and Juvenile Detention, B. King County Corrections Guild - Addendum A - Wage Rates 2000, C. Memorandum of Understanding Between King County and The King County Corrections Guild - June 21, 1999, D. Settlement Agreement No. 14392-U-99-3565 - Before the Public Employment Relations Commission in the State of Washington, E. Memorandum of Understanding Between King County and King County Corrections Guild.

13985

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

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ADDENDUM A - WAGE RATES 2000

MEMORANDUM OF UNDERSTANDING dated June 21, 1999 - previously signed

SETTLEMENT AGREEMENT - Before PERC No. 14392-U-99-3565

MEMORANDUM OF UNDERSTANDING - 295U0700

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

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

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

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

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

28 The signatory organization will indemnify, defend, and hold the County harmless against any

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. If King County decides to move to a biweekly payroll system, the County will
19 notify the Guild of such decision prior to implementation and will comply with any legally mandated
20 bargaining obligation.

21 G. Uniforms: the Department may change or modify its requirement with respect to
22 the uniforms worn by its employees.

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

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

ARTICLE 6: VACATION

Section 1. Accrual Rates.

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

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

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

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

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

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

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

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

22 Effective January 1, 2001 the number of vacation slots available for each shift shall be
 23 increased by one (1) day for each shift and facility shall be as follows:

<u>Seattle Jail</u>		<u>Kent Regional Justice Center</u>	
First Shift	10	First Shift	5
Second Shift	10	Second Shift	5
Third Shift	9	Third Shift	5
Fourth Shift	5	Fourth Shift	3
<i>(Court Detail)</i>			

1 must submit a new vacation request upon transfer. Such request will be evaluated based on vacation
2 availability at the new assignment.

3 **Section 5.** Except in the case of a bona fide emergency, approved vacation leave requests
4 may not be voluntarily cancelled by the employee less than thirty (30) days prior to the start of the
5 vacation.

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1 be laid off and return to county employment within two years, accrued sick leave shall be restored.

2 G. Usage for other employment injuries. Sick leave, because of an employee's physical
3 incapacity will not be approved when the injury is directly traceable to simultaneous employment
4 other than with the County of King, with the exception of work performed for the Guild.

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

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

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

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

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

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

22 3. Exposure to contagious diseases and resulting quarantine.

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

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

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

1 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a
2 member of the employee's immediate family.

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

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

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

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

26 7. The leave may be continuous (which is consecutive days or weeks), or intermittent
27 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following
28 conditions:

1 used for each instance of on the job injury. After the first three (3) days of leave, the employee must
2 use special sick leave prior to using regular sick leave when on an FMLA qualified industrial injury
3 leave. During the second year of employment, and for all succeeding years, all Corrections Officers
4 shall be provided with twenty (20) days special sick leave which shall only be utilized in the
5 circumstances as herein described. Special sick leave is non-cumulative, but is renewable annually.

6 Q. Organ donor leave. Employees shall be eligible for organ donor leave consistent with
7 King County Code 3.12.215.

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

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

12 T. Sick Leave Incentive. In January of each calendar year, employee sick leave usage will be
13 reviewed. Regular, full-time employees who have used one (1) day or less of sick leave in the
14 proceeding calendar year shall be rewarded by having two days of additional hours credited to their
15 vacation account. Employees who have used more than two (2) days but less than four (4) days of
16 sick leave hours shall have one day credited to their vacation account. The additional vacation credits
17 specified herein shall not affect accrued sick leave amounts.

1 qualified. Provided however, that the Employer will not limit the number of Sergeants that may
2 attempt to become qualified for the firearms premium. Further, the Employer will allow a minimum
3 of one (1) expanded remedial per year with no limit to the then unqualified Sergeants that may
4 participate.

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

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

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

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

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

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

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

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

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

28 **Section 8. Compensatory Time Plan.** In lieu of overtime pay, an employee may request, in

1 **ARTICLE 10: HOURS OF WORK**

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

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

15 **Section 2b. 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 3. 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 **Section 4. Briefing Time.** Corrections Officers, Corrections Officer Supervisors (Sergeants)
26 may be required to report to work ten (10) minutes prior to the hour, or half-hour, as scheduled, for
27 briefing, such time to be part of the daily work shift [eight (8) hours and ten (10) minutes per day,
28 forty (40) hour and fifty (50) minutes per week] and compensated by the negotiated base wage rate.

ARTICLE 12: MISCELLANEOUS

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

Section 2. Uniforms. Employees who suffer a loss or damage to personal property and/or clothing worn on the body in the line of duty will have same repaired or replaced at Department expense, not to exceed \$150.00. The Department has the right to change any or all of the uniforms worn by its employees.

Effective January 1, 2001, on January 1st of each year the employer will pay each employee three hundred and fifty dollars (\$350) for the purpose of purchasing authorized uniforms. Employees shall be responsible for wearing only authorized uniforms in appropriate condition.

During 2001, the employer shall be responsible for replacing uniforms damaged in the line of duty. At the end of 2001, the employer will evaluate the costs associated with replacement of uniforms damaged in the line of duty. After evaluating the costs, the employer may in its discretion discontinue the practice of reimbursing for costs associated with replacement of uniforms damaged in the line of duty. Prior to ending the practice, the employer will discuss the matter with the Guild.

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

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

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

Section 6. Jury Duty. An employee required by law to serve on jury duty shall continue to

ARTICLE 13: GRIEVANCE PROCEDURE

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

Section 2. Procedure:

Step 1 - Major: A grievance shall be presented in writing by the aggrieved employee and his/her representative, including but not limited to the business representative and/or shop steward if the employee wishes, within 14 calendar days of the occurrence of such grievance, to the Major for investigation, discussion, and written reply. The Major shall make his/her written decision available to the aggrieved employee within twenty (20) working days. If the grievance is not resolved, it shall be advanced to the next step in the grievance process within ten (10) working days.

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

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

Step 4 - Request for Arbitration: Either the County or the Guild may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9) arbitrators furnished by the American Arbitration Association. The arbitrator

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1 without pay, or disciplined in any way except for just cause, provided that this provision may be
2 modified by other provisions in this contract. Just cause shall be defined as cause which is based
3 upon reasonable grounds and must be a fair and honest cause or reason, regulated by good faith. In
4 addition, the County will employ the concept of progressive discipline in appropriate cases. The
5 County's policy is that discipline is corrective, rather than punitive in nature. It is understood that
6 there may be egregious cases that result in discharge, disciplinary transfer or other disciplinary action
7 that do not require corrective action.

8 **Section 6 Probationary Employees.** All newly hired and promoted employees must serve a
9 probationary period. The probationary period is an extension of the hiring process, the provisions of
10 this Article will not apply to employees if they are discharged during their initial probationary period
11 for performance related issues. Grievances brought by probationary employees involving issues other
12 than discharge or demotion may be processed in accordance with this Article.

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1 these factors and respond to viable alternatives proposed by the employee or the Guild.

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

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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 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
4 the terms of this agreement will be considered abolished and will no longer be considered a
5 precedent.

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ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

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. In the event there
5 are two or more employees eligible for layoff within the Department with the same classification and
6 seniority, the Department Director will determine the order of layoff based on employee performance.

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

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

**KING COUNTY CORRECTIONS GUILD
ADDENDUM A
WAGE RATES 2000**

Union: KCCG
3.5%

Binder: 295

Corrections Officer

Effective January 1, 2000		
Hourly	Monthly	Yearly
Start	\$2,860.51	\$34,326.12
12 Months	\$3,204.71	\$38,456.52
24 Months	\$3,488.71	\$41,864.52
36 Months	\$3,649.51	\$43,794.12
48 Months	\$3,803.48	\$45,641.76
60 Months	\$4,001.94	\$48,023.28
72 Months	\$4,121.99	\$49,463.88

**Corrections Supervisors
(Sergeants)**

Effective January 1, 2000		
Hourly	Monthly	Yearly
Start	\$4,328.09	\$51,937.08
12 Months	\$4,439.86	\$53,278.32
24 Months	\$4,600.68	\$55,208.16
36 Months	\$4,738.71	\$56,864.52

- 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.

13985

ATTACHMENT B.

Memorandum of Understanding
Between
King County
and
The King County Corrections Guild
June 21, 1999

13985

This memorandum is intended to address an issue of mutual concern between the King County Department of Adult Detention and the King County Corrections Guild regarding the Department's staff assignment plan ("Dream Sheet Processing"). It is recognized by both parties that this issue is a complex one, and one that requires a collaborative and cooperative process to meet the needs of the Department and as many staff as possible. This MOU serves to amend the previous MOU dated 10/1/98.

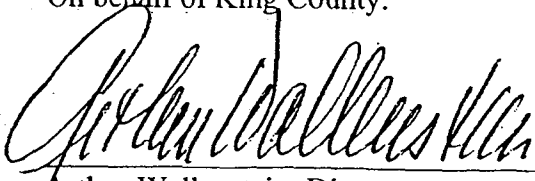
Therefore, the following terms of understanding are agreed to between the Department of Adult Detention and the King County Guild:

1. While it is recognized that seniority bidding is not part of the contract between the Guild and King County, the Department will again, for one year only, (from December 1, 1999 through December 1, 2000) allow seniority to be a factor that the Department will consider in assigning staff to particular shifts, furlough days and facility (facility in this agreement is defined as either the KCCF or the RJC).
2. It is recognized that there is limited funding available to support the training required for assignment to the RJC, and therefore no more than twenty-five (25) transfers from the KCCF to the RJC will be accepted at this time. The County's final budget may also result in even fewer transfers being approved. Thus, the County's right to deny requests for such transfers includes, but is not limited to the right to deny for budgetary reasons.
3. It is recognized that this agreement does not serve as a precedent or negate in anyway the department's right or authority to assign staff in any manner that is consistent with the terms specifically noted in the collective bargaining agreement.

This agreement is effective from December 1, 1999 through December 1, 2000 and may be extended only by written agreement.

On behalf of King County:

On behalf of King County Corrections Guild



Arthur Wallenstein, Director
Department of Adult Detention

Karen Caldwell, President
King County Corrections Guild

Dated: 7-19-99

Dated: 7/19/99

RECEIVED
OCT 15 1999

ATTACHMENT D
13985

Hearings Examiner: Kenneth J. Latsch
Mediator: Fred Rosenberry

KING COUNTY
LABOR RELATIONS

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION
IN THE STATE OF WASHINGTON

6	KING COUNTY CORRECTIONS GUILD)	
)	
7)	Complainant,) No. 14392-U-99-3565
)	
8	vs.)	
)	SETTLEMENT AGREEMENT
9	KING COUNTY,)	
	DEPARTMENT OF ADULT DETENTION,)	
10)	
)	Respondent.
11)	
)	

Section 1. Purpose. This Agreement is made as a compromise between and among the parties for complete and final settlement of the above-captioned Unfair Labor Practice brought against the King County Department of Adult Detention by the King County Correction Guild's ("Guild").

Section 2. Statement of the Dispute. On February 10, 1999, the Guild filed a Unfair Labor Practice against the County , involving a Refusal to Bargain allegation over the implementation of the Administer Leave Benefit Policy which is presently before the Public Employment Relations Commission. The Parties, in an effort to resolve their differences, engaged in a settlement mediation through the Public Employment Relations Commission resulting in a September 13, 1999 tentative settlement which remains subject to the approval by the Guild.

1 *HOWEVER*, should the average amount of sick leave utilized in the next two
 2 years by Guild members result in an average over the ten-day baseline, it is
 3 agreed that this Agreement becomes null and void and the Department will
 4 have the option to revert to the October, 1998 Administer Leave Benefit Policy
 5 without having to bargain over the Policy; and

6 **3.8** The Department of Adult Detention agrees that it will submit a Furnished Proof
 7 List for the time period of July 1998 to July 1999. The effect of this term being
 8 that any members whose name would have appeared on the List for that time
 9 period will be granted an amnesty as to Furnished Proof.

10 **Section 4. Costs.** Each party shall bear responsibility for any attorneys' fees and costs
 11 arising from the actions of the party's own counsel, or counsel acting on behalf of the party, in
 12 connection with the actions described in Section 2 above. ~~The parties shall bear the costs of~~
 13 ~~cancellation of the September 16 and 17, 1998 arbitration equally.~~ JCK VJ

14 **Section 5. Compromise.** This Settlement Agreement is not an admission of wrongdoing
 15 or liability by either party to this Agreement but constitutes a compromise of the respective parties'
 16 positions.

17 **Section 6. Withdrawal With Prejudice.** Contemporaneously with the execution
 18 of this Agreement, the Guild shall withdraw with prejudice the above-captioned Unfair Labor
 19 Practice. In addition, the Guild agrees that any grievance, PERC filing or other legal claim which
 20 has been filed or could have been filed by the Guild up to the date of this Agreement concerning the
 21 subject matter of the above-noted Administer Leave Benefit Policy is dismissed with prejudice
 22 and/or will not be pursued.

Section 7. Voluntary Release. The representatives of the Guild and the County
 understand and acknowledge the significance and consequences of this Agreement, and
 acknowledge that it is voluntary and has not been given as a result of any coercion, and expressly
 confirm that it is to be given full force and effect according to each and all of its provisions.

MEMORANDUM OF UNDERSTANDING

13985

between

KING COUNTY

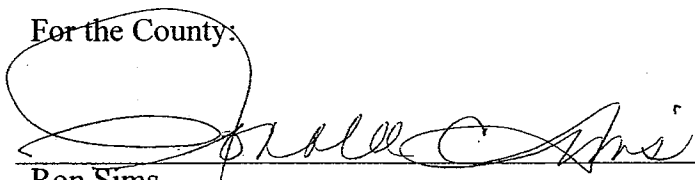
and

King County Corrections Guild

The parties King County Corrections Guild represented by Karen Caldwell and King County represented by Ron Sims have agreed to:

1. The parties have completed negotiations for a successor agreement to their September 1, 1997 through December 31, 1999 collective bargaining agreement.
2. The parties agree that the base wages of all bargaining unit members shall be increased by three and one half percent (3.5%) retroactive to January 1, 2000.
3. The agreement shall become effective after ratification by the King County Council.
4. This agreement shall remain in effect until December 31, 2000.

For the County:

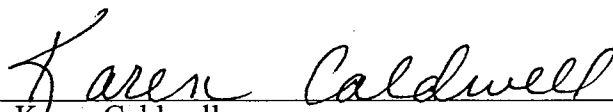


Ron Sims
King County Executive

10-17-00

Date

For King County Corrections Guild:



Karen Caldwell
President

10/17/2000

Date