



King County

Metropolitan King County Council

STAFF REPORT

Agenda Item No.:		Date:	July 27, 2015
Proposed No.:	2015-0282	Prepared by:	Nick Wagner

SUBJECT

An ordinance approving a collective bargaining agreement (CBA) with the King County Corrections Guild (KCCG) covering Corrections Officers and Corrections Sergeants in the Department of Adult and Juvenile Detention (DAJD).

SUMMARY

Proposed Ordinance 2015-0282 (Att. 1) would approve a collective bargaining agreement (CBA) between King County and the KCCG. The CBA (Att. 1-A) covers about 530 Corrections Officers and Corrections Sergeants in DAJD. They supervise the jail populations at the King County Correctional Facility (KCCF) in Seattle and the Maleng Regional Justice Center (MRJC) in Kent.

The CBA covers the four-year period from January 1, 2013, through December 31, 2016. The wage increases and several of the changes in the new CBA are the result of an interest arbitration award (Att. 2) that was issued on May 18, 2015.¹ The rest of the changes were agreed to at the bargaining table.

The CBA requires retroactive payments by the County in the amount of \$5,058,352 and results in increased costs of \$10,318,391 for the remainder of the 2015-2016 biennium, primarily for cost-of-living adjustments (COLAs). The total increased costs are \$15,376,743 through 2016. After application of a \$2,653,450 reserve in DAJD's 2015-2016 budget, a supplemental appropriation of \$12,723,293 to DAJD's budget would be required to cover the costs of the new CBA. The supplemental appropriation is requested in companion legislation, Proposed Ordinance 2015-0281, which has been referred to the Budget and Fiscal Management Committee.

To expedite the retroactive payments that the bargaining unit members would receive after the new CBA is approved (an average of about \$9,500 per member), KCCG has

¹ Correctional officers are eligible for interest arbitration under state law. RCW 41.56.450, 41.56.030(13)(b). Interest arbitration awards are "final and binding upon both parties, subject to review by the superior court upon the application of either party solely upon the question of whether the decision of the panel was arbitrary or capricious." RCW 41.56.450. According to the Prosecuting Attorney's Office, the time limit for appealing an arbitration award is 30 days from issuance of the award. Since this award was issued on May 18, 2015, the time period for appeal has expired. This explanation is not intended to suggest that there were grounds for an appeal.

asked the Council to take action on Proposed Ordinance 2015-0282 as soon as possible.

BACKGROUND

This bargaining unit’s previous CBA expired at the end of 2012. Wages for the last year of that CBA (i.e., 2012) were decided by an interest arbitration decision that was issued on March 11, 2013. Negotiation of the current CBA (covering the period 2013-2016) began thereafter, but reached an impasse that was certified by the Public Employment Relations Commission on April 15, 2014, thereby beginning the interest arbitration process that resulted in the arbitration award that was issued on May 18, 2015 (Att. 2).

ANALYSIS

A. Contract changes decided in interest arbitration

The May 2015 interest arbitration award required the provisions listed below to be included in the new CBA. The arbitrator’s rationale is explained in the award (Att. 2).

1. Cost-of-living adjustments

The arbitrator awarded the cost-of-living adjustments (COLAs) that are listed in the rightmost column of the table below along with: (1) the County and KCCG arbitration proposals on COLAs and (2) the COLAs agreed upon between the County and the King County Coalition of Unions (Coalition) and between the County and the King County Police Officers Guild (KCPOG), all of which the arbitrator considered in making the award. (Att. 2, pp. 14-32)

	County Proposal	KCCG Proposal	Coalition MOA	KCPOG CBA	Arbitrator’s Award
2013	0%	6%	3.09%	0%	3.09%
2014	1%	6%	1.67%	0% ²	2.67%
2015	2%	3% ³	2.00%	2.00%	2.00%
2016	2%	3% ⁴	2.25%	2.00%	2.50%
Total⁵	5%	18%	9.01%	4.00%⁶	10.26%

² KCPOG received a 1.67% lump sum payment for 2014 (the same amount as the Coalition’s COLA for 2014), but the lump sum payment did not become part of the base pay going forward, as a COLA would have.

³ For 2015 KCCG proposed a formula based on the CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers), with a floor of 3% and a ceiling of 6%. The arbitrator assumed for the sake of analysis that the formula would produce a COLA at the floor of 3% for 2015 and 2016.

⁴ KCCG proposed a three-year agreement (2013-2015) instead of a four-year agreement and therefore did not include a proposed COLA for 2016. The arbitrator assumed for the sake of analysis that the KCCG proposal for 2016 would have used the same formula as for 2015 and would have produced a COLA at the floor of 3%.

2. Contract duration

The arbitrator accepted the County's proposal for a four-year contract running through 2016. (Att. 2, pp. 12-14)

3. Overtime

Although neither state nor federal law requires that sick leave hours be counted as hours worked in calculating eligibility for overtime, the arbitrator agreed with KCCG's argument that sick leave hours should be counted, partly on the basis that the County had agreed to such a provision in collective bargaining agreements with some other county bargaining units. (Att. 2, pp. 32-37)

4. Parking

Under the previous CBA, all officers and sergeants working at the MRJC in Kent receive free parking, as do second-shift (swing shift) and third-shift (graveyard shift) officers and sergeants working at the KCCF in Seattle. KCCG argued that in the interest of equity among bargaining unit employees, officers and sergeants working the first shift (day shift) or the fourth shift (court detail⁷) at the KCCF should also receive free parking. The County proposed that in the interest of both internal equity and environmental protection, no officers or sergeants working at the KCCF should any longer be provided with free parking except when needed as a result of an unexpected reassignment. The arbitrator adopted KCCG's position, in part on the basis that the County provided free parking to the officers and sergeants for all shifts at the MRJC and to some other bargaining units. (Att. 2, pp. 37-41)

5. Ammunition allowance

The County proposed that it be permitted to provide bargaining unit members with 50 rounds of practice ammunition per month instead of the current 250, because of difficulty in obtaining sufficient ammunition to meet the current requirement. This issue affects about half of the bargaining unit members, who are "gun qualified" and must pass a test twice each year to maintain that status. Ammunition is required for practicing firearm skills. The County argued that its proposal was in line with the practices of other local agencies whose employees are required to be armed on a daily basis. The arbitrator decided in favor of the County on this issue. (Att. 2, pp. 41-45)

B. Contract changes decided through negotiation

Listed below are the most significant changes that were negotiated separately from the interest arbitration.

⁵ Does not include compounding from year to year.

⁶ Does not include the 1.67% lump sum payment that KCPOG received for 2014, since it did not become part of base pay going forward.

⁷ The court detail consists of officers who accompany jail inmates to court proceedings.

1. Opportunity to review video recordings

The new CBA formalizes the procedure by which an employee who is the subject of an investigation into alleged misconduct will be allowed, upon request, to privately view any video of the alleged misconduct with a KCCG representative before being interviewed about the alleged misconduct. (Att. 1-A, Art. 3, § G, p. 4)

2. Procedures for allocating overtime

The new CBA includes several changes and clarifications in the process for allocating overtime. (Att. 1-A, Art. 9, §§ 5-8, pp. 21-22)

3. Post assignments

New Section 11 in Article 14 (Att. 1-A, p. 37) establishes a system for allowing officer preferences regarding shift and post assignments to be considered by their supervisors, but does not guarantee that officers will receive their preferred assignments and does not make the assignment decisions subject to the grievance process.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Notes (Atts. 5 and 6) for Proposed Ordinances 2015-0282 (approval of the CBA) and 2015-0281 (making the requested supplemental appropriation) and is summarized in the table below.

	Retroactive	Ongoing 2015-2016	Totals
COLA	4,758,352	9,771,053	14,529,405
Parking	300,000	560,617	860,617
Ammunition Reduction		(111,195)	(111,195)
OT for sick leave hours		97,916	97,916
Totals	5,058,352	10,318,391	15,376,743
	Reserve in DAJD's 2015-2016 Budget:		2,653,450
	Supplemental Appropriation Request:		12,723,293

The reserve in DAJD's 2015-2016 Budget results from an under-expenditure of funds budgeted to cover the previous KCCG CBA. According to executive staff, this was probably due to reductions in staffing. The Office of Performance, Strategy, and Budget (PSB) proposes to use that amount to offset part of the cost of the new KCCG CBA.⁸ To cover the cost of the new CBA that remains after application of the DAJD reserve, PSB allocated \$12,040,258 in the 2015-2016 General Fund reserve. According to PSB, the other \$683,035 that the proposed supplemental appropriation would add to DAJD's budget would come from the General Fund unreserved fund balance.

⁸ According to executive staff, the amount of the DAJD reserve is unrelated to the cost of the new CBA and was not intended as a projection of that cost.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.
(Att. 4: Transmittal letter)

INVITED

1. David Levin, Labor Negotiator, Office of Labor Relations
2. Randy Weaver, President, King County Corrections Guild

ATTACHMENTS

1. Proposed Ordinance 2015-0282
Att. A (Collective Bargaining Agreement)
2. Interest Arbitration Award
3. Checklist and Summary of Changes
4. Transmittal letter
5. Fiscal Note for PO 2015-0282 (CBA)
6. Fiscal Note for PO 2015-0281 (supplemental appropriation)



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 21, 2015

Ordinance

Proposed No. 2015-0282.1

Sponsors Dembowski

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
 9 King County and King County Corrections Guild (Department of Adult and Juvenile
 10 Detention) representing employees in the department of adult and juvenile detention,
 11

12 which is Attachment A to this ordinance, is hereby approved and adopted by this
13 reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2013, through and including December 31, 2016.

16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and King County Corrections Guild Department of Adult and Juvenile Detention

1 AGREEMENT

2 BETWEEN

3 KING COUNTY

4 AND

5 KING COUNTY CORRECTIONS GUILD

6 DEPARTMENT OF ADULT AND JUVENILE DETENTION

7
8 **ARTICLE 1: POLICY AND PURPOSE**

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

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

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

25 **ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP**

26 **Section 1. Exclusive Recognition.** The King County Council recognizes the signatory
27 organization, Certification No. 12491-E-96-2087, as certified on September 10, 1996, as representing
28 regular full-time Correction Officers and Correction Sergeants employed by King County Department

1 of Adult and Juvenile Detention. Provisional employees are not covered by the terms of this
2 Agreement. If the County decides to use part-time positions to perform work currently performed by
3 Guild members, those part-time employees will be represented by the Guild. The County will bargain
4 with the Guild concerning wages, hours and working conditions for such part-time employees.

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

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

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

27 The signatory organization will indemnify, defend, and hold the County harmless against any
28 claims made and against any suit instituted against the County on account of any check-off of dues for

1 the signatory organization. The signatory organization agrees to refund to the County any amounts
2 paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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

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

10 **ARTICLE 3: MANAGEMENT RIGHTS**

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

13 A. determine the mission, budget, organization, number of employees, and internal
14 security practices of the Department of Adult and Juvenile Detention;

15 B. recruit, examine, evaluate, promote, train, transfer employees of its choosing, and
16 determine the time and methods of such action;

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

20 D. assign, direct and reduce the work force; develop and modify class specifications
21 and assign positions to such classes; determine the method, materials, and tools to accomplish the
22 work; designate duty stations and assign employees to those duty stations. Management will not
23 replace or reclassify uniform positions with non-uniform positions for the duration of this Agreement;

24 E. establish reasonable work rules; assign the hours of work and take whatever
25 actions may be necessary to carry out the Department of Adult and Juvenile Detention's mission in
26 case of emergency.

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

1 G. Video Cameras: to enhance the utility of video cameras, the Department may add
2 a recording capability to video cameras in all facilities. Video recordings shall only be reviewed in
3 connection with a specific concern or a specific incident. An employee who is the subject of an on-
4 shift investigation or IIU investigation into alleged or suspected misconduct including, but not limited
5 to, suspected failure to report a use of force and preliminary investigations being conducted into uses
6 of force, where there is a suspected violation of policy or procedure shall be allowed upon request to
7 privately view the video with a Guild representative prior to his/her interview concerning the alleged
8 misconduct. Review of video will generally not be allowed in advance of submitting routine reports.
9 Normally routine reports are those reports submitted by the employee prior to going off duty on the
10 shift during which the incident occurred or during the employee's next scheduled shift.

11 H. Unless specifically negotiated otherwise or contradicted in a specific provision of
12 this Agreement, the 2005 King County Personnel Guidelines in effect on March 16, 2009, shall cover
13 all employees and classifications in this bargaining unit except with respect to promotional
14 procedures and with respect to the Guidelines deletion of the word "confidential" in section 13.5
15 describing the Employee Assistance Program.

16 **ARTICLE 4: GUILD REPRESENTATION**

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

20 **Section 2. Business Leave Bank.** The Guild will establish a business leave bank for Guild
21 activity. The bank hours shall be established through the deduction of vacation, compensatory or
22 holiday hours only (excluding probationary employees). The default deduction shall be from the
23 employee's vacation bank unless another leave type is specified by the employee. Employees must
24 inform payroll within two (2) weeks of the notice from the Guild if they wish to have compensatory
25 time or holiday leave used. Notification to the employees of this option shall be the responsibility of
26 the Guild. Up to two (2) hours annually may be deducted from each employee's leave account to
27 fund the leave bank. An employee who received a no-pay based on Guild leave bank deductions will
28 not be disciplined. The Employer agrees to administer the leave bank account, provided the Guild

1 has the sole discretion to determine who may use the business leave bank and under what
2 circumstances. The release of employees for Guild business leave shall not be unreasonably withheld
3 as long as the employee provides the Employer with a minimum of one (1) day of notice of intent to
4 use Guild leave. Based on the current reimbursement process, an employee may use their accrued
5 vacation, compensatory, or holiday time off balances as Guild leave and then be reimbursed from the
6 Guild leave bank. An employee on approved Guild business leave shall not be subject to discipline
7 for going into a "no pay" status. Participating Guild members will not be required to use Guild leave
8 to attend Labor/Management meetings.

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

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

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

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

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

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

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

27 **Section 3. Guild Representatives.** The Department shall afford Guild representatives a
28 reasonable amount of time while in on-duty status to consult with appropriate management officials

1 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees
2 contact their immediate supervisors, indicate the general nature of the business to be conducted, and
3 request necessary time without undue interference with assignment duties. Time spent on such
4 activities shall be recorded by the Guild representatives on a time sheet provided by the supervisor.
5 Guild representatives shall guard against use of excessive time in handling such responsibilities.

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

- 9 1st - Previous DAJD Service;
- 10 2nd - Previous WSCJTC or DOC corrections officer academy graduation date;
- 11 3rd - Previous other adult corrections experience;
- 12 4th - Previous other law enforcement experience;
- 13 5th - Previous King County employment; and
- 14 6th - Names randomly drawn by the Guild President during an open meeting.

15 Proof of eligibility for each criterion above will be the ultimate responsibility of the employee.
16 For Sergeants with the same date of promotion, the employee with the earlier seniority date as an
17 Officer will be placed ahead of the other(s).

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

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

28 Sergeants who are involuntarily demoted or who bump into an officer position through the

1 Reduction-in-Force process shall combine both Officer and Sergeant seniority (original date of hire
 2 subject to above adjustments). Sergeants who elect to take a demotion retain only their seniority as
 3 an Officer (original date of hire subject to above adjustments and adjusted for time as Sergeant).
 4 Sergeants who are recalled through the Reduction-in-Force process shall have their seniority include
 5 any previous time spent as Sergeant.

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

9 **ARTICLE 5: HOLIDAYS**

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

12	New Year's Day	(January 1)
13	Martin Luther King Day	(third Monday of January)
14	President's Day	(third Monday of February)
15	Memorial Day	(last Monday of May)
16	Independence Day	(July 4)
17	Labor Day	(first Monday of September)
18	Veteran's Day	(November 11 or day of observance as outlined below)
19	Thanksgiving Day	(fourth Thursday of November)
20	Day after Thanksgiving Day	The Friday following Thanksgiving Day
21	Christmas Day	(December 25)
22		

23
 24 If November 11 falls on a Saturday, Veteran's Day shall be observed on the preceding Friday.
 25 If November 11 falls on a Sunday, Veteran's Day shall be observed on the following Monday.

26 **Section 2. Holiday Pay.** All employees shall take holidays on the day of observance unless
 27 their work schedule requires otherwise, in which event they shall either be paid for the holiday or, if
 28 mutually agreed to by the employee and management, may be scheduled the same as a vacation day.

1 PERS I employees must use all their accrued holiday time prior to retirement.

2 **Section 2b. Existing Holiday Banks.** A maximum of 40.85 hours may be carried over from
3 one calendar year to the next in an employee's holiday leave bank. For employees who have less than
4 40.85 hours in their bank at the beginning of a calendar year any hours in excess of 40.85 at the end
5 of that calendar year shall be paid in cash. For employees who have 40.85 hours or more in their
6 bank at the beginning of a calendar year, those hours must be reduced by 10% during that calendar
7 year or the remainder of that 10% shall be paid in cash at the end of that calendar year.

8 **Section 3. Floating Holidays.** Each employee shall receive two (2) additional personal
9 holidays to be administered through the vacation plan. One personal holiday shall be added to the
10 vacation leave bank in the pay-period that includes the first day of October and one personal holiday
11 will be added in the pay-period that includes the first day of November of each year. These days can
12 be used in the same manner as any vacation day earned.

13 **Section 4. Holiday Time Accrual.** An employee's paycheck will reflect the accrual of
14 holiday time.

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

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ARTICLE 6: VACATION**Section 1. Accrual Rates.**

A. Benefit eligible 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.

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

B. Part-time benefit eligible employees shall accrue vacation leave in accordance with the vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual 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 (unless leave usage
25 is for a full day or will exhaust an employee's leave balance), at the discretion of the appointing
26 authority.

27 H. In cases of separation from County employment by death of an employee with
28 accrued vacation leave and who has successfully completed his/her first year of County service,

1 payment of unused vacation leave up to the maximum accrual amount shall be made to the
 2 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

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

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

<u>KCCF</u>		<u>N.M. RJC</u>	
First Shift	10	First Shift	6
Second Shift	10	Second Shift	5
Third Shift	8	Third Shift	4
Fourth Shift	5	Fourth Shift	3
<i>(Court Detail)</i>			

20 Additionally, a total leave vacation slot ratio of 1 slot per 10 FTE's will be maintained each
 21 year based on the number of FTE's provided in the annual budget. For example:

- 22 490 FTE's = 49 total vacation slots
- 23 490.1 FTE's = 50 total vacation slots
- 24 500 FTE's = 50 total vacation slots
- 25 500.1 FTE's = 51 total vacation slots

26 Changes in the number of vacation slots will be made in the month of the effective change in staffing
 27 (usually January) of each year. The specific shifts/locations for the additional slots shall be
 28 determined by management after discussing with the Guild in Labor/Management.

1 **Section 1b.** Vacation requests received after annual vacation bidding is completed shall be
2 considered and approved on the basis of date of request. Employees shall be advised within thirty
3 (30) days of the date of the request as to approval or disapproval of the request. All vacation requests
4 after annual vacation bidding is completed shall be requested for approval from the Department at
5 least one (1) hour prior to the time being requested in order to have consideration based upon
6 available slots. Any requests within one (1) hour of the start of the shift or during the shift shall be
7 reviewed for approval on a case-by-case basis at the Captain's discretion.

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

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

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

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

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

25 **Section 5. Vacation Cancellation.** If the Department cancels an employee's vacation once it
26 has been approved and affected employee has incurred non-refundable expenses in planning for said
27 vacation, the employee shall be reimbursed for any non-refunded expenses incurred by the employee.
28 This shall include any additional costs incurred by the employee in returning home early to report to

1 work. This reimbursement shall be conditioned on the employee informing the Department at the
2 time of cancellation notification of the potential non-refundable expenses.

3 **ARTICLE 7: SICK LEAVE**

4 A. Full-time benefit eligible employees shall accrue sick leave benefits at the rate of 0.04616
5 hours for each hour in pay status exclusive of overtime. The employee is not entitled to sick leave if
6 not previously earned.

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

12 C. Sick leave may be used in fifteen (15) minute increments (unless leave usage is for a full
13 day or will exhaust an employee's leave balance), at the discretion of the appointing authority.

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

15 E. Management is responsible for the proper administration of this benefit. Employees shall
16 complete an absence request form on the first day back to work after an illness. Employees will be
17 required to provide a physician's verification of any absence for medical reasons of five (5)
18 consecutive workdays or more. Employees will be required to provide a physician's verification for
19 any absence of less than five (5) consecutive days if there is a specific concern regarding the validity
20 of an employee's absence or ability to safely return to work. Employees will be required to submit an
21 Essential Functions Form prior to returning to work from any absence of five (5) consecutive
22 workdays or more for medical reasons. It shall be the employees' responsibility to notify the
23 Department when submitting their required Leave Request forms if the leave is for a Family Medical
24 Leave qualifying event. If family sick leave is used, a statement explaining the requirement for said
25 leave shall be included with the absence request form. If verification of illness is required, the
26 Employer will make a reasonable effort to inform the employee of the need for such verification prior
27 to his/her return to work. Except in extraordinary circumstances, failure to notify an employee prior
28 to his/her return to work relieves the employee of the responsibility to provide medical verification of

1 illness, if so requested. "Extraordinary circumstances" for the purpose of this Article includes
2 weekends or holidays where administrative staff is not on duty to evaluate sick leave use. In addition,
3 after an absence of three (3) or more days, the County may require the employee to submit a
4 FMLA/KCML certification for leaves that may qualify as family or medical leave pursuant to this
5 Article. Employees required to submit an Essential Functions Form for any absence less than five (5)
6 consecutive days shall be reimbursed for any co-pay expense as a result of submitting said forms.

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

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

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

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

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

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

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

1 3. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **J. Family Care and Bereavement Leave.**

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

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

7 3. Immediate Family for Purposes of Bereavement Leave. Immediate family is
8 construed to mean spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild,
9 sibling, domestic partner and the child, parent, sibling, grandparent or grandchild of the spouse or
10 domestic partner.

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

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

24 6. **King County Family Medical Leave Entitlement.** An employee may take up to a
25 combined total of eighteen (18) weeks of unpaid leave for his/her own serious health condition (as
26 defined by the King County Personnel Guidelines), and for family reasons (as defined in the King
27 County Personnel Guidelines) as provided for in H-1 to H-7 above, within a twelve (12) month
28 period. To be eligible for leave under this Section J-6, an employee must have been employed by

1 King County for twelve (12) months or more and have worked a minimum of one thousand, forty
2 (1040) hours in the preceding twelve (12) months.

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

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

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

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

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

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

28 **M. Worker's Compensation.** Employees injured on the job cannot simultaneously collect

1 sick leave and worker's compensation payments greater than net regular pay of the employee.

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

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

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

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

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

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

25 **ARTICLE 8: WAGE RATES**

26 **Section 1. 2013 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,
27 2013, the base wage rates of bargaining unit members in effect December 31, 2012, shall be increased
28 by 3.09%. This wage increase is reflected in the wage rates listed in Addendum A.

1 **Section 2. 2014 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,
2 2014, the base wage rates of bargaining unit members in effect December 31, 2013, shall be increased
3 by 2.67%.

4 **Section 3. 2015 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,
5 2015, the base wage rates of bargaining unit members in effect December 31, 2014, shall be increased
6 by 2.00%.

7 **Section 4. 2016 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,
8 2016, the base wage rates of bargaining unit members in effect December 31, 2015, shall be increased
9 by 2.50%.

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

18 **Section 6. Field Training Officer (FTO) Pay.** Employees assigned, in writing, by the
19 Department Director or designee to perform FTO duties, shall be compensated at a rate which is five
20 (5) percent greater than their regular rate for all time so assigned.

21 **Section 7. Firearms Qualified Premium.** All bargaining unit employees that are gun
22 qualified shall receive a premium of three percent (3%) of base wage.

23 The Employer shall determine the number of employees that may be gun qualified. Provided
24 however, that the Employer will not limit the number of Sergeants that may attempt to become
25 qualified for the firearms premium. Further agreement on the subject of Firearms Re-Qualification is
26 attached hereto as Appendix 1.

27 **Section 8. Free Parking.** The County shall provide free parking in a King County garage for
28 all employees regardless of their work location. Free parking is provided only to employees who are

1 parking in connection with their work.

2 **ARTICLE 9: OVERTIME**

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

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

7 **Section 2. Payment Rate.** Corrections Officers and Sergeants shall be paid at the rate of
8 time-and-one-half (1-1/2 X) their regular rate for all hours paid in excess of their regularly scheduled
9 shift, inclusive of a one-half (1/2) hour lunch period, or forty (40) hours and fifty (50) minutes per
10 week, consistent with the other provisions of this Article. The "regular rate" shall be that rate
11 required by the Fair Labor Standards Act, regardless of any prior practice of the Employer. It is
12 recognized that the County may not be able to implement this change immediately, but it shall be
13 permitted to do so when ready, provided that it gives the Guild thirty (30) days' written notice before
14 implementation.

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

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

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

25 The Court Detail and Special Assignments whose hours are generally Monday-Friday, 0830 -
26 1630, shall be allowed to attend to doctors/medical appointments in increments of less than 8 hours
27 and have said hours treated as "hours worked" for purpose of determining overtime eligibility.

28 **Section 3. Callout.** A minimum of four (4) hours at the overtime rate shall be allowed for

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

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

20 **Section 5. Overtime Distribution.** Overtime shall be distributed to employees who have
21 signed up to work overtime as follows: The County will make a reasonable effort to offer overtime to
22 the qualified employee with the fewest number of overtime hours worked in the calendar year.

23 **Section 6. Court Detail Overtime.** Any court detail assignment that will extend past the
24 normal 17:00 end of shift work will be assigned to second shift and that shift will be responsible for
25 filling the assignment with current staff or overtime consistent with this agreement. Any hospital or
26 clinic assignments scheduled to extend beyond 14:20 will be filled by second shift. Court detail
27 officers will not be subject to mandatory overtime past 17:00 hours unless they are the least senior
28 person available on the 10 day wheel including first shift officers.

1 **Section 7. Shift 4 Overtime.** Prior to posting the shift roster, whenever reasonably possible,
2 when a Shift 4 Officer has signed up for overtime and is eligible based upon year to date overtime
3 hours, the Captain or Acting captain will verify that the Shift 4 Officer is willing to work. If
4 confirmed, a radio call will be made in an attempt to fill the front part of the shift. If there is a
5 volunteer to cover the front part of the shift, the Shift 4 Officer will be assigned. If no volunteers
6 respond, the Captain will continue on the Voluntary Overtime List. The Captain will notify the Shift
7 4 Officer whether or not they were assigned.

8 **Section 8. Same Day Overtime and Leave Use.** It is agreed that regular and reliable
9 attendance is a requirement of employment. As such, employees shall be prohibited from working
10 overtime and taking leave for their normally scheduled shift of the same day. It is agreed that
11 individual exceptions of this requirement can be approved through the chain of command.

12 **Section 9. Mandatory Overtime.** Mandatory overtime shall be defined as anytime an
13 employee is directed by their supervisor not to leave work at the end of their shift or if the employee
14 is required to stay five (5) minutes or longer after their shift (resulting in overtime) as a result of late
15 relief.

16 **A. Ten (10) Day "Wheel".** Mandatory overtime shall be assigned in reverse seniority
17 order; however, a less senior employee shall not be required to work mandatory overtime within ten
18 (10) days of previously working mandatory overtime as long as there are employees eligible for
19 mandatory overtime on that shift who have not been subject to mandatory overtime within the last ten
20 (10) days (e.g., an employee mandated on April 10 is not eligible for mandatory overtime until April
21 21 unless no one else is eligible).

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

25 **B. Mandatory Overtime Before Vacation Period.** No employee shall be considered
26 for mandatory overtime as an extension of an employee's last shift prior to (1) the employee's
27 furlough days (weekends) or (2) pre-approved vacation of a full day or more in duration.

28 **C. Release from Mandatory Overtime.** Whenever possible, employees shall be

1 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person
2 mandatoried shall be the first eligible to be relieved).

3 **D.** Any employee required to work mandatory overtime within ten (10) days of
4 previously working mandatory overtime shall be paid double time for such mandatory overtime hours
5 worked within ten (10) days of previous mandatory overtime.

6 **E. Tapping.** The parties agree that tapping is an undesirable, but on occasion
7 necessary, practice. By agreeing to this Tapping Rule the parties do not intend to increase the
8 occasions on which employees are tapped. Unless an employee is given oral or written notice prior to
9 being relieved from duty (having left his/her post, or if not assigned to a post, left his/her assigned
10 work area or his/her shift starting-ending floor at the end of his/her shift) that he/she may be held over
11 to work mandatory overtime, the employee shall generally not be required to work mandatory
12 overtime even if the employee is still within the facility. When such a holdover is necessary the
13 employee will be paid an additional one-half time over and above the rate otherwise required by this
14 Agreement. Information on the occurrences of tapping will be available to the Guild upon request.
15 Employees given notice of a potential holdover are required to check in for mandatory overtime
16 before leaving the facility. Management will notify a reasonable number of employees of possible
17 mandatory overtime as early in the shift as possible.

18 **Section 10. Court Appearances.** The following subsections depict the minimum
19 compensation for court appearances, pretrial hearings, or conferences. Any additional time beyond
20 the minimums will be compensated at the overtime rate, as appropriate, consistent with other
21 provisions in this Article.

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

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

27 **C.** Officers/Sergeants on scheduled furlough and subpoenaed for court or called in for
28 court-related hearings, shall receive a minimum of four (4) hours overtime at the rate of time-and-

1 one-half (1-1/2 X) their regular rate of pay.

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

5 **Section 11. Mileage Reimbursement for Court.** The current King County mileage rate will
6 not be paid for attendance at King County Courts.

7 **Section 12. Workweek Definition.** For the purpose of calculating overtime compensation,
8 the workweek shall be defined as beginning at 12:00 a.m. on Saturday of each week and continuing
9 for a total of seven (7) consecutive days through 11:59:59 p.m. the following Friday.

10 **Section 13. Compensatory Time Plan.** In lieu of overtime pay, an employee may request, in
11 writing, compensatory time at the appropriate rate (straight-time, time-and-one half, or double-time)
12 for each hour of overtime that was worked, PROVIDED: all compensatory time use must be
13 authorized by Department management. Under normal conditions the following conditions will apply
14 to the use of compensatory time:

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

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

19 C. Accrued compensatory time may be paid off at the discretion of management.

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

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

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

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

28 2. The scheduling of compensatory time that is requested less than five (5)

1 days in advance of the requested time is unduly burdensome and disruptive (under the FLSA) to
2 County operations.

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

5 **Section 14. Daylight Savings Adjustment.** The Department will pay one hour of overtime
6 to all employees working a nine-hour 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 from eight hours to seven.

10 **ARTICLE 10: HOURS OF WORK**

11 **Section 1. Hours of Work.** The working hours of full-time Corrections Officers and
12 Corrections Sergeants shall be the equivalent of forty (40) hours and fifty (50) minutes per week
13 (except for those who are assigned to work 4/10's that total 40 hours and 40 minutes per week);
14 provided that for the purposes of the Fair Labor Standards Act, the work schedule is based upon a
15 twenty-eight (28) day cycle with a maximum of 171 hours pursuant to the 7(k) exemption.

16 **Section 2. Assignment of Work Schedules.** Except as otherwise provided in Article 9 and
17 Article 10, Section 3, the establishment of reasonable work schedules and starting times is vested
18 solely within the purview of department management and may be changed from time to time provided
19 a two (2) week notice of change is given or the employee may voluntarily waive the notice period),
20 except in those circumstances over which the Department cannot exercise control; provided the
21 required two (2) week notification period shall not commence until the employee has received the
22 written notification (includes email) of the proposed change (or the employee voluntarily waives the
23 notice period. All such schedule changes (either with a notice period or with the employee waiving
24 the notice period) shall be accompanied with the Guild receiving notice of such change. In the
25 exercise of this prerogative, department management will establish schedules to meet the dictates of
26 the workload, however, nothing contained herein will permit split shifts.

27 **Section 3. Schedule Changes Due to Training.** When it becomes necessary to alter work
28 schedules due to training, the Department shall be required to provide two (2) week notice as

1 provided in Section 2, except in emergency, extraordinary or unforeseen circumstances. In the event
2 proper notice is not given, the affected employee shall have the option of refusing to attend the
3 training.

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

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

13 Management and the Guild will meet at least on an annual basis with the Food Services
14 Manager to review the food program and implement any committee approved changes. There may be
15 other participants included upon mutual agreement such as Health Initiative Representatives,
16 dietician, etc.

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

21 **Section 6.** The parties agree to establish an alternative work schedule labor/management
22 committee to discuss alternative work schedules. The committee will consider in good faith
23 alternative schedules that will (1) meet the operational needs of the employer, (2) not impose undue
24 financial burdens on the employer, and (3) enhance the work life and interests of the Guild's
25 membership. This committee shall be comprised of three (3) management representatives and three
26 (3) Guild representatives. It will meet monthly for a minimum of six (6) months. If agreement on an
27 alternative work schedule or schedules is reached, the schedule(s) will be implemented on mutually
28 agreeable terms.

ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

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

Section 2. Medical coverage for retired employees. The County will provide employees who retire an option of purchasing medical coverage if and to the extent that retiree medical coverage is offered through an agreement of the Joint Labor Management Insurance Committee or the King County Code.

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 personal clothing worn on the body in the line of duty will have same repaired or replaced at Department expense, not to exceed one hundred fifty dollars (\$150.00). Any jacket or uniform item damaged in the line of duty (not normal wear and tear) shall be repaired or replaced by the Department upon submission of the damaged uniform item (including any hazardous waste/blood stains). Employees may select the style of jacket (light weight or heavy) that will serve as the replacement jacket. The Department has the right to change any or all of the uniforms worn by its employees.

Employees shall be furnished an annual voucher to be used by the end of each calendar year. The voucher allows the employee to select and receive two uniforms from the County contract list including two (2) shirts, two (2) pairs of pants, one (1) pair of boots/shoes, one (1) belt, one (1) tie, one (1) tie clip and associated tailoring and patches. Employees may exchange voucher items for the items of the approved County list in accordance with Appendix 2, which shall be negotiated on an annual basis, beginning in October, by members of the Labor-Management group. In April of each

1 year, employees will also be given four hundred fifty dollars (\$450.00), before appropriate individual
2 payroll taxes, for the purpose of maintenance.

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

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

10 Employees assigned to the Internal Investigations Unit and the Special Investigations Unit
11 shall have the option of the above voucher and maintenance provision or in lieu of the above voucher
12 and maintenance provision shall receive six hundred dollars (\$600.00), before appropriate individual
13 payroll taxes, for the purchase and maintenance of authorized appropriate clothing. This election
14 shall be made for each year of the assignment. Management maintains the ability to determine the
15 appropriate clothing required for such special assignments.

16 **Section 3. Limited Duty.** Employees who are injured and temporarily disabled may be
17 allowed to work in a "transitional duty" status, if possible, while recuperating from such injury,
18 provided said "transitional duty" must be approved by the Facility Commander and, provided further,
19 that all provisions of County Policy PER-22-6 (AEP), "Transitional Duty for Employees with
20 Temporary Medical Restrictions" shall apply. Transitional duty shall consist of "restricted duty" and
21 "alternative duty". Restricted duty consists of the short-term elimination of job functions the
22 employee is unable to perform due to temporary medical restrictions. Alternative duty consists of
23 duties that are not part of the employee's regular body of work. No bargaining unit posts or special
24 assignments shall be available for assignment to any employee other than Corrections Officers or
25 Sergeants.

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

1 to develop promotional exams within the Corrections bargaining unit.

2 **Section 5. Employee Files.** Any/all employee files, except the “background” file, shall be
3 available for review by the employee upon request during normal business hours. No information
4 will be placed in the employee’s personnel file without the employee’s prior knowledge. Employees
5 shall be allowed to make written responses to any materials which are in their personnel files, and
6 such responses shall be maintained in their personnel files. Employees shall have the right to
7 examine and receive a photocopy of any part of their personnel file upon request during normal
8 business hours. Access to an employee’s personnel file by non-departmental employees shall be
9 recorded and included in the personnel file.

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

13 **Section 6. Jury Duty.** An employee required by law to serve on jury duty shall continue to
14 receive salary and shall be relieved of regular duties for the period of time so assigned to jury duty.
15 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the financial
16 manager for the Department of Adult and Juvenile Detention.

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

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

28 **Section 7. Military Leave.** The Department will adhere to all federal laws and regulations

1 concerning military leave. However, the employee has the obligation to notify the Department, at the
2 earliest possible date, regarding military service and training. Employees are required to submit to
3 the Department a copy of all applications for military training, simultaneous with the employee's
4 submittal of the application to the military. Employees are expected to provide the Department with
5 the dates of weekend drills and other scheduled periods of military service as soon as the employee is
6 notified of such dates. Failure to comply with the Department's notification procedures may result in
7 discipline or in denial of the requested leave, unless prohibited by federal or state law.

8 **Section 8. Language Translation.** Employees who translate a language in the workplace
9 identified by management as a language for which translation activity is necessary shall be paid five
10 hundred dollars (\$500) per year, pro-rated into equal per pay period installments. Eligible employees
11 shall be required to pass a language proficiency test administered by the County. The employer
12 retains the discretion to determine the number of employees that may qualify for the premium.

13 **Section 9. Resignations.** The process for submitting and updating notices of resignations by
14 Guild members shall be as follows: The member provides notice of resignation (via O/R, County
15 termination form or other means). The Department will acknowledge receipt and acceptance of the
16 resignation in writing (email will suffice). When the receipt and acceptance has been sent, the
17 employee will no longer have a right to rescind the resignation, but any request to extend or rescind
18 will be treated as a request for reinstatement under reinstatement standards as set out in the County
19 Personnel Guidelines. PROVIDED, the Department shall not disapprove an extension of resignation
20 date or a reinstatement when such is requested for the sole purpose of meeting DRS service
21 requirements for eligibility for retirement, UNLESS just cause exists to do so.

22 **Section 10. Fitness for Duty.** Once the department has determined that a physical or
23 psychological capacities evaluation should occur, any relevant medical history of the employee shall
24 be provided to the examining professional. The examining professional shall issue a written report to
25 the employer, as the client, provided however, the employee shall have the right to receive a copy of
26 that report. If the employee believes the conclusion of the examining professional is in error, the
27 employee may obtain an additional examination at his/her own expense. The employer will provide
28 the employee's examining professional with documents which were utilized by the employer's

1 examining professional. Upon proper written request of the employee, the employer shall release the
2 examination and supporting documents upon which it relies. All time and travel associated with said
3 evaluation(s) shall be paid by the employer.

4 **Section 11. Home Free Guarantee** - The Department agrees to continue to supplement the
5 County's Home Free Guarantee for any "free rides home" over the County-provided eight (8) that are
6 a direct result of mandatory overtime. Employees living outside the coverage area of the County's
7 Home Free Guarantee program shall be reimbursed by the Department for up to \$50 per occurrence
8 for any required travel as a direct result of mandatory overtime.

9 **Section 12. Mobility Devices.** Officers using crutches and/or canes shall be limited to using
10 elevator #1 in Seattle. No officers using crutches and/or canes shall work at the MRJC. Those
11 officers shall be assigned to Seattle. No other mobility devices shall be allowed at either facility.
12 Officers using crutches and/or canes shall not move into the elevator #1 Sally until it is secured.

13 **Section 13. Policies and Procedures.** All policies, procedures, post orders and general
14 directives and/or general memoranda shall be posted and/or stored on the Department Intranet and/or
15 in Department electronic file folders and/or maintained in an accessible "roll call binder." Employees
16 are responsible for understanding and being aware of all such policies, procedures, orders, directives
17 and memoranda. Any such policies, procedures, orders, directives and memoranda that are not posted
18 and/or stored within 45 days of issuance may not be used as the sole sources of discipline for an
19 employee failing to comply.

20 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

24 **Section 2. Procedure.**

25 **Step 1 - Major:** A grievance shall be presented in writing by the aggrieved employee
26 and his/her representative, including but not limited to the legal advisor and/or shift representative if
27 the employee wishes, within 16 calendar days of the occurrence of such grievance, to the Major for
28 investigation, discussion, and written reply. This timeline is based on the agreement that disciplinary

1 actions shall be e-mailed to both the Guild President/designee and Legal Advisor, and timelines start
2 based on such e-mail date. The Major shall make his/her written decision available to the aggrieved
3 employee within twenty (20) working days. If the grievance is not resolved, it shall be advanced to
4 the next step in the grievance process within ten (10) working days.

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

13 **Step 3 - Labor Relations:** If the decision of the Department Director has not resolved
14 the grievance, the grievance may be presented to the Office of Labor Relations, which shall render a
15 decision on the grievance within twenty (20) working days.

16 **Step 4 - Request for Arbitration:** Either the County or the Guild may request
17 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which
18 it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator.
19 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected
20 from a panel of nine (9) arbitrators furnished by the Public Employment Relations Commission. The
21 arbitrator will be selected from the list by both the County representative and the Guild, each
22 alternately striking a name from the list until one name remains. The arbitrator, who shall conduct
23 the arbitration in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render
24 a decision in accordance with those rules and the decision of the arbitrator shall be final and binding
25 on both parties. The Parties shall bear the cost of their own attorneys' fees and costs, regardless of
26 the outcome of the arbitration.

27 The arbitrator shall have no power to change, alter, detract from or add to, the provisions of
28 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement

1 in reaching a decision.

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

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

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

8 **Section 4. Alternative Dispute Resolutions.**

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

13 **B. Mediation:** Either party may request mediation following a Step 3 response that
14 does not resolve the grievance (or after Step 2 for a grievance over discipline). Should both parties
15 agree they will meet with a mediator and try to resolve the grievance. In the event that the grievance
16 is not resolved, the Guild will have thirty (30) calendar days from the close of the mediation session
17 in which to submit a written request for arbitration to the Labor Relations Director of the Office of
18 Labor Relations.

19 **Section 5. Letters of Corrective Counseling.** Letters of corrective counseling are not
20 examples of discipline. An employee who receives a letter of corrective counseling may, within five
21 (5) days of receipt of the letter, request a meeting with the author to discuss the Letter of Corrective
22 Counseling. If the employee chooses, he/she may request to have the meeting with the next higher in
23 command. Within ten (10) days of such meeting, the author will notify the employee of whether or
24 not the Letter of Corrective Counseling will stand as is, be modified, or be rescinded. This appeal
25 shall be limited to either the author or the next higher in command. The decision after this appeal
26 shall be final. The letter shall be removed from all files and shall not be considered for any reason
27 one (1) year after the incident giving rise to the Letter of Corrective Counseling, provided no further
28 incidents of similar conduct have occurred, provided further that should the letter concern harassment

1 or discrimination, the employee must request removal after one (1) year and such requests shall not be
2 unreasonably denied.

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

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

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

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

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

24 **Section 2. Annual Rotation.** The Department will make all reasonable efforts to announce
25 annual Facility/Shift/Furlough assignments not later than noon on the first Friday in December.
26 Employees shall submit a shift request "Dream Sheet" at least two months prior to the date of the
27 annual rotation. The shift request shall allow the employee to identify their preference for shift,
28 furlough and facility of assignment, by using the 1-44 request concept.

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

5 The Department will make all reasonable efforts to perform the annual shift rotation on the
6 last Saturday (or Sunday if that is the first day of the FLSA work week) in January.

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

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

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

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

22 **Section 7. Special Assignments.** All special assignments shall be made at the discretion of
23 management with seniority being but one factor. Advance notice of all special assignments shall be
24 posted and all interested Officers will be allowed to apply. Special assignments are defined as, but
25 not limited to, any non-supervisory assignment, other than the normal rotating shift assignment;
26 provided, however, that such assignment(s) shall not exceed three (3) years except in bona fide
27 emergencies as determined by the Director. Sergeants assigned to IIU, SIU, or SOP shall be selected,
28 at management's complete discretion, after an announced job posting. The employer may assign any

1 employee to these assignments, whether or not the assigned employee has applied for the assignment.
2 Assignments in IIU, SIU and SOP shall last for thirty-six (36) months and may be extended for up to
3 an additional twenty-four (24) months. The time in IIU or SIU may be extended to three (3)
4 additional months if the assigned Sergeant is needed to complete an ongoing investigation. A
5 Sergeant who has served in IIU or SIU may be temporarily reassigned to IIU or SIU at the employer's
6 discretion.

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

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

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

17 **Section 9. Third Shift Weekend Shift Commander's Protocol.**

18 The Guild retains the right to have the third shift Captain's position assigned in an acting
19 capacity to a regularly assigned Sergeant when a Captain is not assigned (on either regular time or
20 overtime). If a Sergeant is assigned as Acting Captain and no other Sergeants are assigned to the
21 shift, a Corrections Officer will be assigned as an Acting Sergeant. This will ensure that a minimum
22 of two (2) supervisors are on duty at all times. If an officer is mandatoried as a result of backfill due
23 to this Agreement, that officer shall only be required to work for four (4) hours. At no time will a
24 corrections officer be assigned in an Acting Captain capacity.

25 **Section 10. Nepotism.** The County and the Guild agree to meet in a Labor-Management
26 Committee setting to attempt to agree on an anti-nepotism policy. If the parties cannot agree on a
27 policy in this setting, then the anti-nepotism policy that was negotiated in the prior labor agreement
28 will be implemented within 30 days from the point at which either side withdraws from the

1 discussion of this topic in the Labor-Management Committee.

2 **Section 11. Post Assignment Preference.** After the dream sheet process has been completed
3 and Officers have been informed of their respective new shift and furlough selections, they will be
4 provided with an opportunity to submit requests for consideration for their top two (2) preferences for
5 assignment. In order to be considered, these requests must be submitted within two (2) weeks of the
6 announcement of the new schedules. The purpose of these requests is to provide a tool for officers to
7 express their assignment preference directly to their supervisors. It is agreed between the parties that
8 these requests for consideration are requests – there is no guarantee that Officers will receive either of
9 their preferences.

10 The County agrees that when the initial assignments are being made, the preferences requested
11 by the Officers will be given reasonable consideration. If an Officer does not receive either of his/her
12 two (2) expressed preferences, he/she may request a written explanation. This request must be made
13 in writing (e-mail is acceptable) and the Officer will receive an explanation in writing. It is agreed
14 that the Shift Commander has the final say in regards to the assignment on the master schedule as
15 well as on a day to day basis. The assignment decision cannot be grieved. The only issues subject to
16 grievance are whether the original request was considered and whether or not a written explanation
17 was provided to an employee who did not get assigned one of their preferences when they requested
18 such an explanation.

19 **ARTICLE 15: FIREARMS**

20 **Section 1.** The Department will make available up to fifty (50) rounds of practice
21 ammunition per month for any authorized caliber weapons for each gun qualified corrections
22 Officer/Sergeant, provided the Officer/Sergeant uses this ammunition at a range under supervised
23 conditions. Gun qualified staff covered by this agreement shall be provided with ammunition
24 appropriate to their weapon and consistent with Department policy. Employees shall, upon request,
25 be issued two (2) months of their allotment of practice ammunition during any sixty (60) day period.

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

28 **Section 3. Vests.** The Department shall provide gun qualified employees with body armor of

1 threat level IIIA, employees at their discretion may elect a level IIA vest. Vests shall be replaced
2 whenever they are defective, but in no case longer than the manufacturer suggested replacement
3 period.

4 **ARTICLE 16: BULLETIN BOARDS**

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

8 **Section 2. Job Announcements.** Job announcements will be posted on appropriate bulletin
9 boards.

10 **ARTICLE 17: TRAINING AND EDUCATION REIMBURSEMENT**

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

- 16 • The employee must have been employed by the Department for at least one full year
17 prior to the reimbursement request.
- 18 • The individual must be pre-approved for the specific degree program and will only
19 be reimbursed for necessary coursework or credits that are taken after approval.
- 20 • Reimbursement will be limited to an amount equal to the rate at the University of
21 Washington.
- 22 • All requests for pre-approval shall be submitted to the Director with copies to the
23 Facility Commander and Finance.
- 24 • Employees partially through a program may submit for pre-approval but shall only
25 be reimbursed for any remaining necessary coursework or credits.
- 26 • All pre-approval requests must be submitted at least 30 calendar days before the start
27 of any coursework subject to reimbursement.
- 28 • Annual limit in accordance with IRS regulations (currently \$5,250.00).

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

8 • The pre-approval request must be submitted at least 60 calendar days before the start
9 of any coursework subject to reimbursement.

10 • The Panel shall convene within 30 calendar days of the request to review the request
11 - including an opportunity to meet with the employee to discuss the merits of their request.

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

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

19 **Section 2. Special Schools/Temporary Assignments.** Notice of special schools, training
20 opportunities and temporary assignments will be posted and all interested and qualified employees
21 will be allowed to apply prior to selection of the candidate(s). Employees who request training shall
22 be given written notification that their request has been received by the required person(s) upon
23 receipt. A list of employees who have requested training shall be provided to the Guild upon request.
24 The Department will consider the job performance, supervisory recommendations and special
25 expertise in making its selection. Probationary employees shall not receive training slots where
26 qualified regular employees have submitted application and been denied. The Director shall have
27 final approval of all selections for special schools, training opportunities and temporary assignments
28 and such decisions shall not be grievable beyond Step 2 (Department Director). A list of all

1 employees selected for training will be posted on appropriate bulletin boards.

2 **ARTICLE 18: PAST PRACTICE**

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

6 **ARTICLE 19: SAVINGS CLAUSE**

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

13 **ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

3 1. Discharge.

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

5 **ARTICLE 21: WAIVER CLAUSE**

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

12 **ARTICLE 22: REDUCTION-IN-FORCE**

13 **Section 1. Order of Layoff.** Employees laid off as a result of a reduction-in-force shall be
14 laid off according to seniority within the classification, with the employee with the least time being
15 the first to be laid off. Employees not scheduled to be laid off may request to be laid off out of
16 seniority order and replace the most senior employee scheduled to be laid off. Ties in classification
17 seniority shall be broken in accordance with the tiebreaker provisions outlined in Article 4, Section 4.

18 **Section 2. Demotion in Lieu of Layoff.** In lieu of layoff, a regular or probationary employee
19 within the bargaining unit may request, and shall be granted, demotion to a position in a lower
20 classification formerly held by that employee within the bargaining unit, thereby filling the position
21 (i.e., bumping) held by the employee with the least seniority in the lower classification; provided that
22 the employee requesting demotion (i.e., exercising his/her right to bump) has more seniority in the
23 bargaining unit than the employee who is being bumped (including tiebreakers as outlined in
24 Article 4, Section 4).

25 **Section 3. Recall.** The names of laid off employees will be placed in inverse order of layoff
26 on a Re-employment List for the classification previously occupied. The Re-employment List will
27 remain in effect for a maximum of two years or until all laid off employees are rehired, whichever
28 occurs first. As positions become available, employees on the Re-employment List will be given first

1 opportunity to return to work. Those on the Re-employment List shall be responsible for providing
2 current address and phone numbers to the Employer. After notice of recall, an employee will have
3 two (2) weeks to respond to the notice of recall. An employee refusing a recall opportunity or failing
4 to respond within two weeks shall be removed from the Re-employment List, unless affirmatively
5 requesting to stay on the list. Employees who are recalled shall return to the same wage step and
6 accrual levels they were at when they were laid off.

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

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

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

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

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

24 C. The employee under investigation must at the time of the interview be informed of the
25 name of the officer in charge of the investigation and the name of the officer who will be conducting
26 the interview.

27 D. The employee shall be informed in writing of the nature of the major investigations and
28 whether s/he is a witness or suspect before any interview commences, including information

1 necessary to apprise him/her for the allegations of such complaints.

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

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

9 **G.** Interviewing shall be completed within a reasonable time, and shall be done under
10 circumstances devoid of intimidation or coercion. In all major investigation interviews the employee
11 shall be afforded an opportunity and facilities to contact and consult privately with an attorney of
12 his/her own choosing before being interviewed. The employee shall be entitled to such reasonable
13 intermissions as s/he shall request for personal necessities, meals, telephone calls, and rest periods.

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

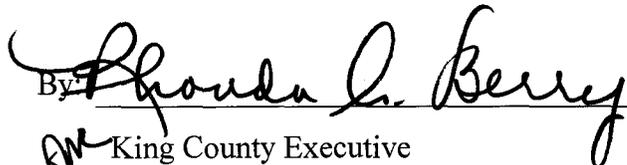
17 **I.** The employee will not be threatened with dismissal or other disciplinary punishment as a
18 guise to attempt to obtain his/her resignation, nor shall s/he be subject to abusive or offensive
19 language or intimidated in other manner. No promises or rewards shall be made as an inducement to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

ARTICLE 24: DURATION

This Agreement and each of its provisions, unless otherwise stated, shall, upon ratification by the King County Council, become effective January 1, 2013 and shall continue in full force and effect through December 31, 2016.

Contract negotiations for the year 2017 may be initiated by either party by providing to the other party written notice of its desire to begin negotiations, provided that such negotiations may not commence sooner than May 15, 2016.

APPROVED this 9th day of July, 2015.

By 
King County Executive

King County Corrections Guild:


Randy Weaver
President

APPENDIX 1 - 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. In order to be cleared for re-qualification (or any subsequent make-up), the employee
8 must be medically cleared to full duty (be able to be assigned to a gun post), provided that employees
9 with an accepted workers compensation claim will be allowed to remain gun qualified, subject to the
10 provisions below.

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

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

1 They will again have the option of voluntarily turning in their Department-issued firearm(s) and
2 related equipment, with the stipulations above, or if they so choose, they will be allowed to attend the
3 next regularly scheduled semi-annual re-qualification session. They will be allowed to retain their
4 Department-issued firearm(s) and related equipment during this time period, and will be allowed to
5 draw practice ammunition.

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

12 5. Staff who are excused from the semi-annual re-qualification session and the make-up shoot
13 for that session, or who fail to obtain a passing score during the make-up shoot, will have their
14 firearms premium discontinued (subject to review on a case-by-case basis), will have the weapons-
15 qualified attribute removed from their name in the RMS, and will not be allowed to work any
16 firearms-required posts. These stipulations take effect on the date that the re-qualifications sessions
17 end. They will be allowed to retain their Department-issued firearm(s) and related equipment and
18 will be authorized to draw practice ammunition up until the next semi-annual re-qualification session,
19 at which time they will be required to re-qualify. Employees who have an accepted workers
20 compensation claim and are excused for medical reasons from the semi-annual requalification and the
21 make-up shoot will remain gun qualified until the next requalification. Employees missing two
22 consecutive requalifications shall no longer be gun qualified. Employees who are excused for
23 medical reasons from the semi-annual requalification and the make-up shoot as well as employees
24 with a workers compensation claim missing two consecutive requalifications will be allowed to fit
25 into the existing schedule for a make-up shoot upon being fully cleared for duty.

26 6. Staff who are excused from a semi-annual re-qualification session and the subsequent
27 make-up shoot, or fail to obtain a passing score during a semi-annual re-qualification session and
28 subsequent make-up shoot, and then are unable to attend the next scheduled semi-annual re-

1 qualification session for whatever reason, or fail to obtain a passing score during a second semi-
2 annual re-qualification session, will no longer be considered firearms qualified. They will no longer
3 receive a firearms premium, will no longer show as weapons qualified in the RMS, and will be
4 required to turn in their Department-issued firearm(s) and related equipment. These staff will be
5 required to apply for, and be approved to attend, a full Basic Firearms Training Course in order to
6 again be firearms qualified. This provision does not apply to those staff with exceptional
7 circumstances such as long-term active military duty, long-term approved medical leave, or other
8 clearly extraordinary reasons for not attending the re-qualification sessions (see #7, below). These
9 cases will be evaluated by the Division Majors and other senior managers and appropriate action
10 taken.

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

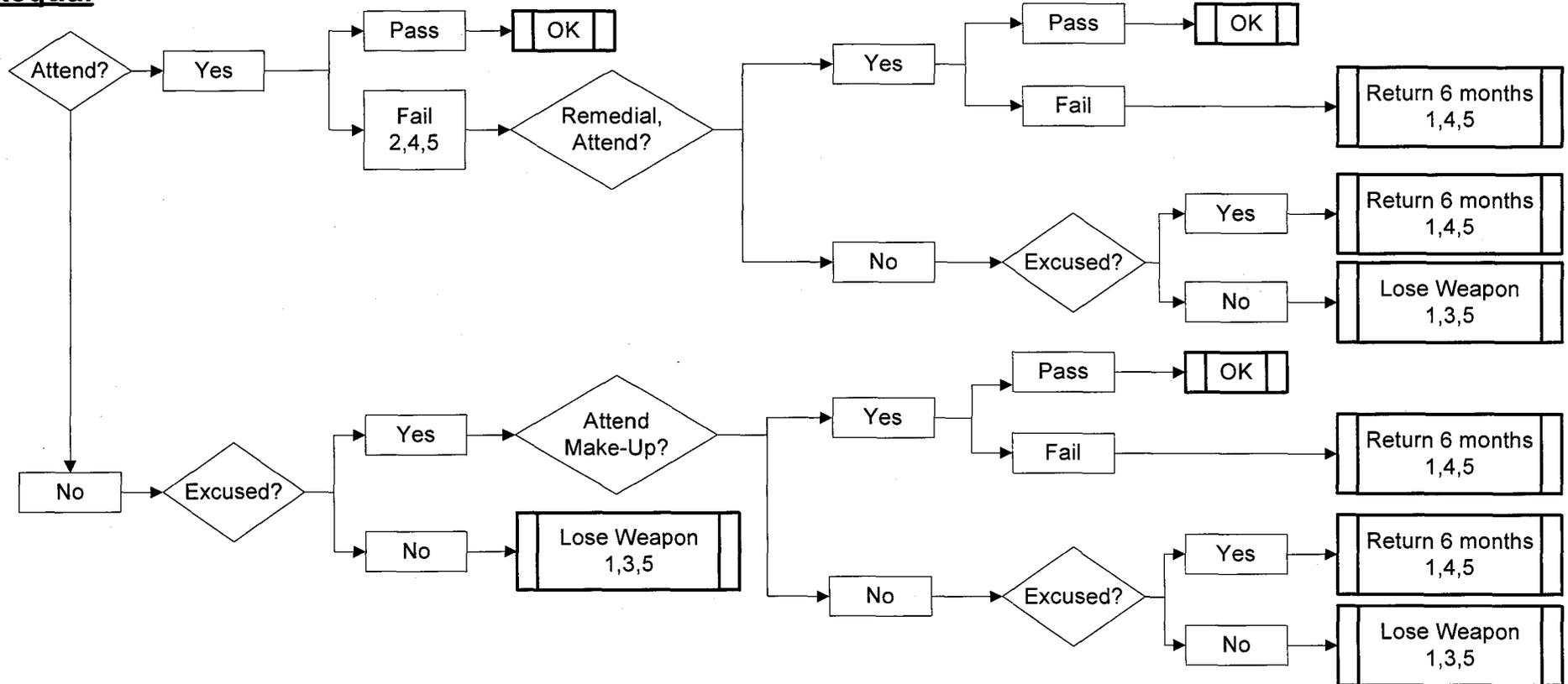
19 8. Numbers 2-7 above are illustrated on the attached Weapons Flowchart.

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

24 10. Management will convey these changes to staff in the re-qualification notices.
25
26
27
28

Appendix 1 - Firearms Re-Qualification Flowchart

1st Requal

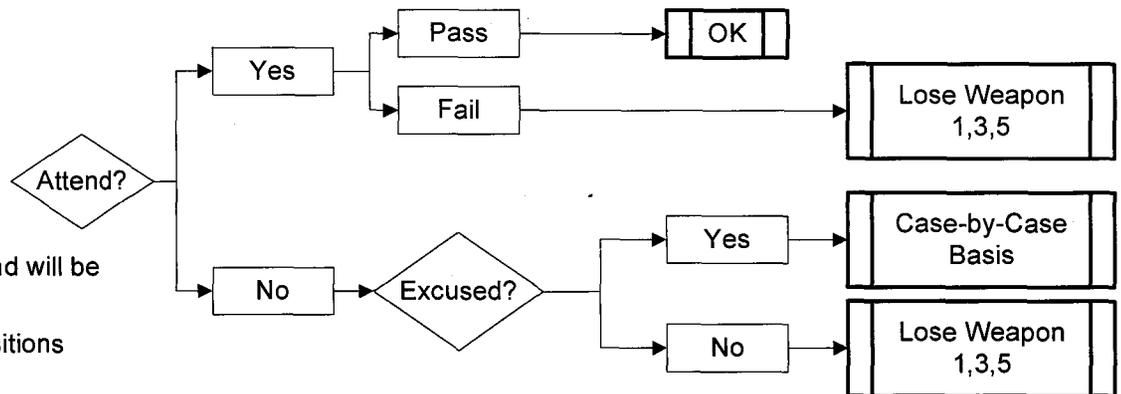


2nd Consecutive Requal

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



ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	Description

UNIFORM SHIRTS

<i>Horace Small Apparel Co.</i>	
HS1224	Men's Shirt, Short Sleeve #660DN, Polyester-Rayon Blend, Dark Navy
HS1126	Men's Shirt, Long Sleeve #520DN, Polyester-Rayon Blend, Dark Navy
HS1279	Women's Shirt, Short Sleeve #670DN, Polyester-Rayon Blend, Dark Navy
HS1178	Women's Shirt, Long Sleeve #530DN, Polyester-Rayon Blend, Dark Navy
ST52NV	Navy Long Sleeve Shirt
7M7SNV	Navy Academy Shirt
<i>Fechheimer</i>	
97R6686	Men's Shirt, Short Sleeve Deluxe Tropical, Dark Navy
47W6686	Men's Shirt, Long Sleeve Deluxe Tropical, Dark Navy
98R3986	Men's Shirt, Short Sleeve "Perfect Match", Dark Navy
48W3986	Men's Shirt, Long Sleeve "Perfect Match", Dark Navy
154R6686	Women's Shirt, Short Sleeve Deluxe Tropical, Dark Navy
104W6686	Women's Shirt, Long Sleeve Deluxe Tropical, Dark Navy
254R3986	Women's Shirt, Short Sleeve "Perfect Match", Dark Navy
	Women's Shirt, Long Sleeve "Perfect Match", Dark Navy
15W5400	Shirt, Long Sleeve, Poly-Cotton Blend, White
UD70R9586	Men's Shirt, Wool, Short Sleeve, Dark Navy
70R9586	Men's Shirt, Wool, Short Sleeve, Dark Navy
UD20W9586	Men's Shirt, Wool, Long Sleeve, Dark Navy
20W9586	Men's Shirt, Wool, Long Sleeve, Dark Navy
UD170R9586	Women's Shirt, Wool, Short Sleeve, Dark Navy
170R9586	Women's Shirt, Wool, Short Sleeve, Dark Navy
UD120W9586	Women's Shirt, Wool, Long Sleeve, Dark Navy
120W9586	Women's Shirt, Wool, Long Sleeve, Dark Navy
<i>Edwards Uniforms Co.</i>	
1212-01	Men's Shirt, Short Sleeve Flyer, Poly-Cotton Blend Light Blue
1262-01	Men's Shirt, Long Sleeve Flyer, Poly-Cotton Blend Light Blue
5212-01	Women's Shirt, Short Sleeve Flyer, Poly-Cotton Blend Light Blue
5262-01	Women's Shirt, Long Sleeve Flyer, Poly-Cotton Blend Light Blue
<i>5.11 Uniforms</i>	
71177-750	Men's Shirt, Short Sleeve, "PDU", Dark Navy
72345-750	Men's Shirt, Long Sleeve, "PDU", Dark Navy
61159-750	Women's Shirt, Short Sleeve, "PDU", Dark Navy
62065-750	Women's Shirt, Long Sleeve, "PDU", Dark Navy

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	Description

UNIFORM PANTS

<i>Horace Small Uniforms</i>	
HS2149	Navy Sentry (Honor Guard)
PT62NV	Navy Academy Pant
<i>Fechheimer</i>	
32230	Men's Pants, Polyester Elastique, Dark Navy
TR070	Men's Pants, Polyester Elastique, Dark Navy
32260	Men's Pants, Dacron-Wool Blend, Dark Navy
39300	Men's Pants, "Perfect Match" Non-Cargo, Dark Navy
39400	Men's Pants, "Perfect Match" Cargo, Dark Navy
32289	Men's Pants, Wool, Dark Navy
32230W	Women's Pants, Polyester Elastique, Dark Navy
TR070W	Women's Pants, Polyester Elastique, Dark Navy
32260W	Women's Pants, Dacron-Wool Blend, Dark Navy
39300W	Women's Pants, "Perfect Match" Non-Cargo, Dark Navy
39400W	Women's Pants, "Perfect Match" Cargo, Dark Navy
32289W	Women's Pants, Wool, Dark Navy
<i>5.11 Uniforms</i>	
74326-750	Men's Pants, "PDU", Dark Navy
64306-750	Women's Pants, "PDU", Dark Navy

UNIFORM COATS, JACKETS, SWEATERS AND WORK WEAR

<i>Fechheimer</i>	
54100	Softshell Jacket, Black
<i>Blauer</i>	
9910Z	Cruiser Jacket, Gortex w/Liner and Gold "S" Buttons, Police Blue
<i>Fechheimer</i>	
SPDBLS02	Dress Coat, w/Gold "S" Buttons, Dark Navy
<i>Red Kap Industries **Or Approved Equal**</i>	
ST62NV	Work Shirt, Short Sleeve, Polyester-Cotton Twill, Navy
ST52NV	Work Shirt, Long Sleeve, Polyester-Cotton Twill, Navy
PT62NV	Work Pants, Polyester-Cotton Twill, Navy
<i>Dickies Industrial Wear</i>	
4879	Coverall, Poly-Cotton Blend, Navy

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	Description

HONOR GUARD APPAREL

	909 Sentry Dress Pant, Horace Small #HS2149, Dark Navy
	1/2" Gold Braid Stripe for Pants
	Tunic, Hope Uniforms #KINGCOADTUNIC, Dark Navy
	Hat, Felt Campaign Style, Stratton Hats #F-40, Seville Blue
	Gold Cord w/Acorns, Stratton Hats #CD-GD
	Dress Gloves, White Dotted, Premier Emblem #P7013
	Duty Belt w/Brass Buckle, Safariland #87-XX-9B, High-Gloss
	Rain Cover f/Campaign Hat, Stratton Hats #RC-MP (129)
	Case, Polymer, f/Campaign Hat, Hat Trap #HAT TRAP
	Polo Jersey, Knit Cotton, Sanmar Corp. #K440
	Trench Coat, "Newport Harbor" Darien Double Breasted #761MT Navy

SHOES, BOOTS & ACCESSORIES

In addition to the listed styles, Vendor shall make available to King County DAJD Officers all styles of Boots and Oxford Shoes from Under Armour, Danner, Converse, Thorogood, New Balance, Rocky, 5.11 Tactical and Weinbrenner, that conform to King County DAJD specifications.

	<i>Under Armour</i>
1227564-001	Speed Freak
1233291-001	Valsetz Boot, 7"
1236452-001	Women's Valsetz Boot, 7"
	<i>Danner</i>
21210	Acadia
21210W	Women's Acadia
25200	Patrol, 6"
25200W	Women's Patrol, 6"
	<i>Converse</i>
CP8101	Converse Men's Shoe
CP8101	Converse Women's Shoe
	<i>Thorogood</i>
834-6905	Oxford Shoe
834-6906	Chukka Boot
534-6905	Women's Oxford Shoe
534-6906	Women's Chukka Boot
	<i>New Balance</i>
MK706BL	New Balance Oxford Shoe
MW928BK	New Balance Men's Shoe

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT

Blumenthal Part #	Description
WW928BK	New Balance Women's Shoe
	<i>Rocky Shoes</i>
5000	Oxford
5001	Oxford
5005	Chukka Boot
5101	Women's Oxford
5187	Women's Hi-Tec Boot
5248	Women's Hi Tec Stealth Boot
	<i>5.11 Tactical</i>
12002-019	Boot, 6"
12004-019	ATTAC Boot, 6"
12018-019	Women's Boot, 6"
12025-019	Women's ATTAC Boot, 6"

HATS AND CAPS

MI6064	Dress Hat, Superior Uniform Cap Co., LAPD Style w/Navy Elastic Band, 3 Eyelets **Or Approved Equal**
514	Baseball Cap, Richardson Sports, Wool w/Velcro Adjuster, Dark Navy **Or Approved Equal**
CP90	Knit Watch Cap, San Mar, Black w/Embroidered Department Logo **Or Approved Equal**

SOCKS, UNDERGARMENTS AND ATHLETIC WEAR

	<i>Sanmar **Or Approved Equal**</i>
5180	T-Shirt, Beefy-T, White
5180	T-Shirt, Beefy-T, White, with Heat-Stamped Lettering
PC90P	Sweatpants w/Pocket, Dark Navy
PC90P	Sweatshirt, Crewneck, Dark Navy
T-110	Shorts, Dark Navy

BELTS AND INSIGNIA

	<i>Chambers Belt Company **Or Approved Equal**</i>
6605	Belt, Black Basket Weave, 1 1/2"
6606	Belt, Black Basket Weave, 1 3/4"
	<i>Emblem Enterprises **Or Approved Equal**</i>
4490G	Insignia, 5/8" 1-Star, Gold
4470G	Collar Ornament, 1" 1-Star, Gold
4491G	Insignia, 5/8" 2-Stars, Gold

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	Description
4471G	Collar Ornament, 1" 2-Stars, Gold
4492G	Insignia, 5/8" 3-Stars, Gold
4472G	Collar Ornament, 1" 3-Stars, Gold
4412MG	Insignia, Major Leaves, Small, Gold
4427PG	Collar Ornament, 1" Major Leaves, Gold
4411MG	Insignia, Captain's Bars, Small, Gold
4426PG	Collar Ornament, 1" Captain's Bars, Gold
4407MG	Collar Ornament, 1" Sergeant Chevrons, Gold
	<i>Silking Brothers, Int'l. **Or Approved Equal**</i>
	Sergeant Chevron's, 3 1/2" Metallic Gold on Dark Navy Background
	Name Tag, 2 1/2" x 5/8", Glossy Gold w/Cobalt Blue Lettering, Clutch Back
	Custom Department Emblems, Full Size
	Custom Department Emblems, Subdued Size
	Custom Hashmarks

MISCELLANEOUS

	Concealment Holster, Level 2 or Higher, for Glock Model 17
450-XX-61	Clip-On Tie, Samuel Broome, Dark Navy
A367	Tie Clasp, Blackington, Gold Plate w/Department Emblem
66318	Personal Flashlight, MicroStream LED
420094	Batteries, Lithium # 123/2, for MicroStream Flashlight
370009	Flashlight Case, Nylon, for MicroStream Flashlight
560	Key Holder, Leather Black Basket-Weave w/Brass Snap
564	Silent Key Holder, Leather Black Basket-Weave w/Brass Snap
S251	"Fisher" Space Pen
SPR2 / SPR4	Space Pen Re-Fills, Red & Black
372451	Glove Pouch w/CPR Mask

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

Corrections Officer

Job Class Code: 5214100
PeopleSoft Job Code: 001404

**Hourly Wage Rates
Effective:**

	1/1/2013 (+3.09%)	1/1/2014 (+2.67%)	1/1/2015 (+2.00%)	1/1/2016 (+2.50%)
Start	\$25.9475	\$26.6403	\$27.1731	\$27.8524
12 Months	\$27.9930	\$28.7404	\$29.3152	\$30.0481
24 Months	\$29.3015	\$30.0839	\$30.6856	\$31.4527
36 Months	\$30.6521	\$31.4705	\$32.0999	\$32.9024
48 Months	\$31.9453	\$32.7982	\$33.4542	\$34.2906
60 Months	\$33.6123	\$34.5097	\$35.1999	\$36.0799
72 Months	\$34.6207	\$35.5451	\$36.2560	\$37.1624

**Corrections Supervisors
(Sergeant)**

Job Class Code: 0001407
PeopleSoft Job Code: 001407

**Hourly Wage Rates
Effective:**

	1/1/2013 (+3.09%)	1/1/2014 (+2.67%)	1/1/2015 (+2.00%)	1/1/2016 (+2.50%)
Start	\$36.3513	\$37.3219	\$38.0683	\$39.0200
12 Months	\$37.2904	\$38.2861	\$39.0518	\$40.0281
24 Months	\$38.6410	\$39.6727	\$40.4662	\$41.4779
36 Months	\$39.8048	\$40.8676	\$41.6850	\$42.7271
48 Months	\$40.9991	\$42.0938	\$42.9357	\$44.0091
60 Months	\$42.2291	\$43.3566	\$44.2237	\$45.3293

- A. All step increases are based upon satisfactory performance during previous service.
- B. Satisfactory performance shall mean an overall rating of "Meets Standards" 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.

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

Longevity Incentive Pay: Additional compensation added to base monthly salaries of Corrections Officers and Corrections Supervisors. Calculation of same to be on a percentage basis using the employee's current pay step as the base. 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 Incentive Pay: Corrections Officers and Corrections Supervisors (Sergeants) hired prior to 1/1/91.

<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.

The Public Employment Relations Commission certified five issues to Interest Arbitration. They are: Article 8, Wage Rates; Article 9, Section 2, Overtime payment rates; New Section Parking; Article 15, Section 1, Ammunition; and Article 25, Duration.

The Interest Arbitration Panel, consisting of myself as the Neutral Chair, Richard Hayes as the County Partisan Arbitrator, and Linda Holloway as the Guild Partisan Arbitrator, held the Interest Arbitration hearing on September 30, October 1, 2, and 3, 2014, and January 21, and 22, 2015, in Seattle, Washington. The parties filed post-hearing briefs on March 13, 2015. The Interest Arbitration Panel met to deliberate on March 24, and April 1, 2015.

RELEVANT STATUTORY LANGUAGE

RCW 41.56.430

Uniformed personnel – Legislative Declaration.

The intent and purpose chapter 131, Laws of 1973 is to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes; that the uninterrupted and dedicated service of these classes of employees is vital to the welfare and public safety of the state of Washington; that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes.

RCW 41.56.030

Definitions.

As used in this chapter:

* * *

(13) "Uniformed personnel" means:

* * *

(b) correctional employees who are uniformed and nonuniformed, commissioned and noncommissioned security personnel employed in a jail as defined in RCW 70.48.020(9), by a county with a population of seventy thousand or more, and who are trained for and charged with the responsibility of controlling and maintaining custody of inmates in the jail and safeguarding inmates from other inmates;

* * *

RCW 41.56.465

Uniformed personnel - Interest arbitration panel - Determinations - Factors to be considered.

(1) In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and, as additional standards or guidelines to aid it in reaching a decision, the panel shall consider:

(a) The constitutional and statutory authority of the employer;

(b) Stipulations of the parties;

(c) The average consumer prices for goods and services, commonly known as the cost of living;

(d) Changes in any of the circumstances under (a) through (c) of this subsection during the pendency of the proceedings; and

(e) Such other factors, not confined to the factors under (a) through (d) of this subsection, that are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment. ...

(2) For employees listed in *RCW 41.56.030(7) [13] (a) through (d), the panel shall also consider a comparison

of the wages, hours, and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like employers of similar size on the west coast of the United States.

* * *

BACKGROUND

The employer operates a Department of Adult and Juvenile Detention (DAJD) whose "primary mission is to provide safe, humane and responsible housing of inmates for the citizens of King County." The Department has five divisions: Adult detention in Seattle (known as the King County Correctional Facility, or KCC); adult detention in Kent (known as the Maleng Regional Justice Center, or RJC); juvenile detention; community corrections/work release; and administration.

The Guild's bargaining unit consists of 512 corrections officers and 42 Sergeants. (Since the proposals at issue all apply equally to both groups, for the purposes of this Interest Arbitration Award, the corrections officers and Sergeants will be collectively referred to as "officers.") Officers may bid for shifts at the downtown Seattle KCC facility, or at the Kent RJC facility. They bid for a day, swing or night shift, or for a fourth shift "Court Detail" which is a day shift that generally transports inmates if they are required to be outside of the jail facility. If an inmate is hospitalized, an officer is assigned to guard him at the hospital room. Staffing levels are based on inmate population, trials in progress and hospitalizations.

The Guild was formed in 1996. Previously, the officers had been represented by another union since approximately 1975. The Guild's first collective bargaining agreement covered the period of September 1997 through December 1999.

DAJD is one of several county departments that draws its budgeted monies from the employer's general fund. Until 2014, the employer had a budget for one year at a time. In March 2014, it began working on a two year budget. The county's first two year budget covers 2015 - 2016.

The employer's largest source of income is property taxes which generates 43% of the general fund. In 2001, a state statute passed by initiative, limited any county's ability to increase property taxes by only 1% per year, plus new construction. Fifteen percent of the general fund comes from sales taxes. The remaining general fund income is from service contracts and state or Federal grants. Some service contracts are for housing inmates for the state Department of Corrections, the City of Seattle, and other cities.

ANALYSIS

Burden Of Proof

Generally, the burden of proof is on the party proposing a change to either the language in the collective bargaining agreement or to the status quo. Stability is important in labor/management relations. It allows unions and employers to plan responsibly; it gives unions and employers the ability to provide employees predictable wages, hours and working conditions. That is why it

is incumbent upon the party wanting to change current circumstances to establish the need for the change.

In this case, the employer is proposing to reduce the amount of practice ammunition issued. Therefore, the employer has the burden to establish the need for the lower amount. Similarly, the Guild must prove why the new language it is seeking in the overtime article is necessary.

Both parties are seeking a change to the status quo in the parking situation for bargaining unit members. Both parties also have proposed increases to wages, albeit at different levels and for different numbers of years. Therefore, in the present case, each party has an equal burden to establish that its proposal on parking, wages and duration best meets the statutory criteria.

Statutory Criteria

As the Guild points out, consideration of the statutory criteria is mandatory: "Interest arbitration under Chapter 41.56 RCW is a statutory proceeding, not a forum for itinerant philosophers to dispense their own brand of industrial justice." *Cowlitz County*, (Schurke, 2015). The employer offers *City of Pullman*, (Axon, 1992), for the additional reminder that "factors identified in the statute are 'standards or guidelines' which cannot be applied with surgical precision," so that an interest arbitrator has "considerable latitude in determining what are the relevant facts on which to base an award ...".

Following these two precedents, the statutory criteria will be analyzed vis-à-vis the record before us.

Neither party contends that any proposal raises an issue with respect to the employer's constitutional rights. The employer claims that there are statutory limits on its ability to increase taxes. This argument will be evaluated in the wage section below. RCW 41.56.465(1)(a).

The parties made certain stipulations on the record at the hearing regarding specific facts, which the panel has considered. No other stipulations have been brought to the panel's attention. RCW 41.56.465(1)(b).

Both parties presented arguments about the cost of living. These arguments will be evaluated in the analysis of the wage proposals below. RCW 41.56.465(1)(c).

No party argues that there have been changes in the constitution, statutes, or circumstances surrounding the stipulations, or the cost of living during this proceeding which should impact this Award. RCW 41.56.465(1)(d).

The panel is directed by the statute to take into account other factors that are normally or traditionally considered when determining wages, hours and conditions of employment. RCW 41.56.465(1)(e). This section of the statute allows the panel to analyze arguments regarding the employer's ability to pay; internal equity; the local labor market; and the bargaining unit's workload.

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Comparables -

The employer and the Guild use different interpretations of the direction of RCW 41.56.465(2) to compare "like personnel of like employers of similar size on the west coast of the United States."

The Guild contends that comparable employers should be West Coast counties that are in a band of population and assessed value that is 50% below and 50% above that of King County. In accordance with this test, the Guild finds only two other comparable employers on the entire West Coast: Riverside County, California; and Santa Clara County, California.

The Guild only looks at counties because of the statute's statement of comparing "like employers." Since the statute also speaks of employers on the West Coast, the Guild argues that it should go out-of-state since King County is the largest county in the State of Washington, thus having insufficient in-state comparators. Citing, *City of Pasco*, (Wilkinson, 1994). It submits that King County has a population of close to 2 million. It finds no other county, in either Washington or Oregon, with even one-half of King County's population. The Guild admits that including just two other employers, makes a short list of comparables. It stresses, however, that the statute does not set a minimum number of comparators to use. The only statutory requirement is that the other employers be of "similar size."

The Guild also notes that the employer has used Riverside and Santa Clara counties in its list of comparables since 2000. It submits that using only California comparables is not unprecedented. It cites *King County*, (Dorsey, 1985), where the Interest Arbitrator

looked at population and concluded that there were only four comparable West Coast employers - all in California.

The employer submits a list of six comparable county employers: Pierce, Snohomish, and Spokane counties in Washington; Multnomah County in Oregon; and Riverside and Santa Clara counties in California. It defends its list as being the "historical" list used by the last two Interest Arbitrators for these parties. See, *King County*, (Lankford, 2009); and *King County*, (Cavanaugh, 2012). The employer contends that its list of six is now "clear" precedent. It argues that relying on only two California counties unjustifiably inflates wages.

The employer stresses that keeping the historical list of six comparables gives the parties stability and predictability in future negotiations.

The Guild argues that the employer's list of comparables is fundamentally flawed because it ignores the requirement that the other employers be of "similar size." It submits that the Washington and Oregon counties used by the employer fall short of the 50% cut off:

Percentage of King County's population and assessed valuation:

	Pierce	Snohomish	Multnomah	Spokane
Population	41%	37%	38%	24%
Assessed Val.	23%	22%	18%	11%.

It continues to point out that the only statutory requirement is for "similar size"; there is no requirement for geographic proximity. It argues that geographic proximity should only be

relied on when the population and assessed valuation sorts yield an unacceptably large group of comparators. In addition, the Guild asserts that the inclusion of Spokane County, with such low numbers, mocks the similar size standard.

The Panel acknowledges that population and assessed valuation have long been the primary selection criteria when evaluating what are "like" employers. See, *City of Longview*, (Lankford, 2008). A plus or minus 50% standard is also generally acceptable. See, *City of Port Angeles*, (Gaunt, 2004).

The Interest Arbitration Panel adopts the list of six comparable employers advanced by the employer. First, that list includes the two California counties that the Guild argues are in line with the statutory requirement of "similar size." Second, it is the list used historically by the parties. As such, it is a relevant "other factor" to be considered under RCW 41.56.465 (1)(e).

The Washington counties on the list are the largest counties immediately after King County. They all share the same Washington state tax structure. Multnomah has historically been on the list, looking at its relative size as the largest county in the State of Oregon.

The decision that the Guild submitted that only used California comparables is 30 years old. Over the past three decades, interest arbitration analyses have not adopted an all out-of-state approach. More Awards preserve a historically used list of comparables.

Keeping the same list of comparables from the two previous interest arbitration proceeding, creates "stability [in the] parties' collective bargaining relationship by encouraging a common basis for their negotiations." *Walla Walla County*, (Krebs, 2003). Further "a party seeking deviation from that prior finding should provide a convincing argument either that there are changed circumstances or that the determination of the prior interest arbitrator was wrong." (*Walla Walla*, above). Using the comparison group of the previous interest arbitration is "prudent and reasonable" as it promotes "stability in bargaining." *City of Moses Lake*, (Kienast, 2001).

Using a consistent group of comparable jurisdictions increases the likelihood of parties reaching a mutually agreeable contract without having to resort to interest arbitration in the future. This is valuable goal.

A list of six other employers gives an adequate group to study for balance. It is the Goldilocks list of "just right" size - not too long, not too short. The Guild did not submit any previous Interest Arbitration Award that based its decision on just two other comparable employers.

Although using comparables outside of the State of Washington has been acknowledged as "somewhat perilous" [*King County*, (Lankford, 2009)] or to be problematic [*King County*, (Cavanaugh, 2013)], the historic list of six comparables remains sound. It provides an appropriate blend of West Coast counties to compare the wages, hours and working conditions of their public employees to those of King County.

ISSUE #1. Article 8, Wage Rates

and

ISSUE #5. Article 25, Duration

The employer and the Guild submit the following wage proposals:

	1-1-2013	1-1-2014	1-1-2015	1-1-2016
Employer	0%	1%	2%	2%
Guild	6%	6%	3% to 6% CPI formula	-- (Proposal for a three year contract only.)

Duration

Duration will be addressed before the wage rates, since to accurately analyze the balance of the package, one must know the length of the contract.

The Guild is proposing a three year bargaining agreement. As such, the contract would end on December 31, 2015. With this Interest Arbitration Award issuing in the spring of 2015, the parties would be back to the bargaining table very shortly.

The Guild welcomes a quick return to negotiations. It believes that there are serious issues that need to be addressed. It argues that mandatory overtime needs to be controlled. It wants to speed up the amount of time that it is taking for internal investigations to be completed. The Guild is also concerned that insurance costs

might increase so that it would need to bargain an off-setting increase in wages to cover the costs.

The employer wants a four year agreement. It wants time to evaluate if the language of the tentative agreements is achieving the intended goals. The employer points out that it meets with the Guild on a monthly basis to address and resolve contract related issues, such as internal investigations, outside of bargaining a full new labor agreement.

The employer also advances that a four year agreement would bring bargaining in-line with the employer's new biennial budget. The current budget covers 2015 and 2016. The employer wishes to coordinate the new contract with the new budget cycle, so it proposes that this contract run through 2016.

The record shows that the parties did reach several tentative agreements in bargaining prior to going through the interest arbitration process. Those tentative agreements have not been implemented. With no experience with the new working conditions that result from the tentative agreements, the parties have no way of knowing if there should be proposals in these areas to tweak the language.

This Interest Arbitration Award is granting a change in the way overtime is calculated. The change, which the Guild was seeking, is awarded based, in part, on the Guild's argument that the new calculation would reduce the amount of mandatory overtime. The parties need the fourth year to see if the data supports that argument. The record also shows that the parties have a binding agreement managing health cost increases through 2016.

A four year agreement would cover more than two years in the past, but it would end December 31, 2016. Since bargaining typically begins six months prior to the expiration date, a four year agreement would give the parties one solid year to live under the new language in the agreement. The Guild's proposal would have this be almost an entirely retroactive agreement. Contracts should be forward looking to provide stability to both parties.

The Interest Arbitration Panel awards the employer's proposal on Article 25, Duration.

Wages

Since the Guild became the exclusive bargaining representative for the corrections officers and sergeants in 1996, the parties have gone through the interest arbitration process where the wages were determined by an Interest Arbitration Award two times. In *King County*, (Lankford, 2009) the Award was for 2007, 2008 and 2009. The wages were established by a formula: 95% of the prior September to September change in the All Cities CPI-W Index, with a minimum of 3% and a maximum of 6%. (Although the employer had used a CPI formula with other bargaining groups, this Award increased the formula from 90% of the CPI to 95% of the CPI.) *King County*, (Cavanaugh, 2013) covered a wage reopener for 2012. It awarded an across the board increase of 3.5%. The Arbitrator reasoned:

This increase is slightly more than halfway between the 5% received by KCPOG and the 1.63% received by most other units in 2012. [F/n 36.] While this wage increase takes account, as it must, of the gap between this unit and KCPOG - just as with Arbiter Lankford's Award, my award

only serves to reduce, by a small amount, the continuing *increase* in that gap from 2008 through 2012 arising from the Deputies' cumulative wage increases during that period of more than 25% compounded. [F/n 36. The wage increase I have awarded is based primarily on internal comparability, a factor which has turned out to be the most important consideration in this precise situation. In considering internal equity, however, both the KCPOG and standard COLA settlements must be taken into account, and because they pull in opposite directions a wage increase for this unit that blends the two is appropriate.] (Italics in original.)

The Panel is now faced with determining the wages for 2013, 2014, 2015 and 2016. To do this, the Panel considered the net hourly wages of the comparable counties, the local labor market, the cost of living, recruitment and retention, and internal comparisons.

Net hourly wages -

Since RCW 41.56.465(2) directs us to compare corrections officers' wages with the wages of "of like personnel of like employers", the Panel will consider the net hourly wage data from the list of comparable employers determined earlier in this Award. A net hourly wage is compensation divided by hours worked. Not unexpectedly, the parties disagree on what should be included in "compensation."

Both parties start with the top step base wage, then add in longevity pay. These are both defensible parts of compensation, since 80% of the bargaining unit is at the top step.

The Guild includes any employer pick-up of an employee's contribution to a Public Employees' Retirement System (PERS)

program, education incentive, and POST certification pay, on the basis that all these premiums are "available" to all employees.

The employer includes the PERS retirement contributions, also. It adds in contributions to employee medical plans as well. It does not calculate in education incentives or POST premiums because they do not meet the criteria set out in the prior Awards.

The employer payment of the employee's share of the PERS contribution will be included in the net hourly wage determination of this Award, as it was in the prior two Interest Arbitration Awards. However, the California law changed in 2013. Public employers are no longer allowed to pick-up an employee's PERS contribution. The employer points out that the elimination of the PERS pick-up in California will maintain King County's position as ahead of the market. This point contains a certain degree of speculation, however, since California counties might replace the pick-up with some other monetary benefit so that their employees do not suffer a financial set back.

The employer also argues that the King County officers actually take home more of their hourly wages than California correction officers who have to pay both Federal and state income taxes. The Guild acknowledges that California has a state income tax, while Washington does not.

While the Guild's argument about education incentive being available to everyone, is attractive, it is not controlling on the record before us. As was addressed in the comparability section above, parties in negotiations have a need for predictability and stability. The last two Interest Arbitration Awards did not

include education incentive under an 80% test, i.e. 80% of the bargaining unit must receive the premium to include it in a net hourly wage calculation. There is no evidence in the record before the Panel that 80% of the bargaining unit is now receiving an education incentive premium.

Both previous Awards did not include employer contributions to employee health care plans in the net hourly wage. The last Interest Arbitrator mused that he might have included medical contributions if the record had more details about the relative benefits of each comparable's plan. The employer argues that it has now given evidence that its PPO and HMO plans fall in line with the plans offered by the comparable counties. It argues that the average employer retirement pick-up is a \$106-per-month benefit, while the comparable employees are paying \$108-per-month for insurance coverage. It reasons then that the fact that the employer does not pick up retirement contributions is offset by the fact that the officers are not charged for health insurance. However, to be an accurate measure, a net hourly wage analysis should include costs to the employer. When other counties' premium share is considered, the costs are roughly the same. On the record before use, neither the Guild nor the employer should be credited or penalized for its health care costs.

The record shows that neither Riverside County nor Santa Clara County, the two California comparables, pay a longevity benefit. The Guild offers a net hourly wage chart for the two California counties that includes education incentive and certification premiums, the two that only Santa Clara County pays, that shows that King County is behind by 4.8% to 7.29%. Without the education

incentive and certification premiums, the Guild's chart shows a 2% lag at top step.

Using the historical list of comparables, the employer offers a calculation of net hourly wages that shows its officers lead the market by 1.5% to 7.4%, at top step including longevity and retirement pick-up but not medical benefits.

The Panel is mindful that the right to conclude negotiations by interest arbitration is given to correction officers because they do not have the right to strike. Employees who have the right to strike will exercise that right for better wages, hours or working conditions. A strike might end with status quo for those elements but very rarely would employees end a strike to slide backwards in those areas. Since the net hourly wage data shows that King County correction officers and Sergeants lead the historic list of comparables, this Award will maintain that status.

Local labor market -

Consideration of the local labor market is generally an inquiry as to who are other employers in the area where an employee lives, and can still have a reasonable commute, to do the same type of work.

The Guild does admit that the local labor market may be considered under the "other factor" standard of RCW 41.56.465(1)(e). It concedes that a labor market analysis is not limited to "like employers". In fact, it contends that a labor market analysis is not even limited to "like employees."

The Guild would expand the inquiry to all law enforcement employers seeking to hire employees from several different applicant pools: Police departments, sheriff departments or the Washington State Patrol. That is not the labor market that the Panel will look at. We will study other employers of correction officers. There could be several and various reasons a person applies to be a correction officer instead of a police officer. One might not want to patrol in a car for the entire shift; one might not want to carry a gun; one might not want the responsibilities that a full commission brings with it. The specialization that corrections work has developed over the past decades makes corrections work now distinctly its own body of duties.

The employer advances that throughout the labor market Deputy Sheriffs are routinely paid more than corrections officers. There is nothing in the record that shows differently. While it is noted that King County is the largest county in the state, the employer emphasizes that its officers are the highest paid corrections officers in the state. This Award intends to maintain that standing.

Cost of Living -

RCW 41.56.465(1)(c) directs the Panel to consider the cost of living. Historically, the parties have used the CPI-W (All Cities) September to September index. From September 2012 to September 2013, this index increased 1%. Thus, the Guild argues that the employer's proposal for 0% increase for 2013 actually creates a reduction in pay for the bargaining unit.

The employer's general fund is the source of money for the corrections officers, the Deputy Sheriffs and the courts, among

other departments. It is limited by a 1% cap on increases in property taxes. The employer argues that the cap then limits growth to the general fund to only 2.5% per year. It should be noted, though, that new construction generates funds initially outside of the cap.

Property values are increasing. In his 2015-2016 budget address, King County Executive Dow Constantine stated, "The Great Recession hit King County hard, but our economy is once again booming. Our population is growing, our housing prices have recovered, and our unemployment rate has fallen to a relatively enviable 4.7 percent." The employer's 2015-2016 budget statement echoed this optimism: "King County's economy is rapidly improving and has recovered from the Great Recession of 2008."

The Guild proposes a cost of living formula to be used to determine wage increases. However, it includes a set "floor" number in the formula. This floor breaks its connection to the cost of living. The employer argues that the Guild's insistence on a floor number has no connection to how the employer obtains its funds. The employer maintains that a floor does not make sense when it is living on a fixed income. The employer very much wants to get away from a cost of living formula by setting fixed numbers for each year of the contract. Switching from a formulaic to a fixed increase greatly aids the employer in budgeting. It did achieve fixed rate wage increases from the Coalition of Unions for 2015 and 2016. (The Coalition represents approximately half of the employer's unionized employees.) While the Deputy Sheriff's accepted 0% for both 2013 and 2014, they received a signing bonus effective July 1, 2015, of 1.67% which looks suspiciously like it was derived from a CPI index. The employer also argues that a

formula with a floor is no longer needed to bring the officers' wages up since they are leading the comparable markets. The employer views its wage proposal as keeping the officers above market while maintaining internal equity.

The Guild is correct, though, in its contention that while the Panel may *formulate* a wage award in terms of increases in the Consumer Price Index, the Panel can base the *need* for a wage increase on factors such as workload and internal equity.

Recruitment and Retention -

Both parties point to the high number of officers - 80% of the bargaining unit - being at the top step of the pay scale. This shows a high retention rate.

The attraction of the job also appears to be strong. The record shows that the department currently has more applicants approved for hire than it has openings.

The Panel concludes that there are no recruitment or retention issues that need to be addressed with unusual awards in wages or working conditions.

Internal comparators -

The Guild looks to the KCPOG as a large employer bargaining unit that is subject to interest arbitration. As such, the Guild contends that particular focus should be given to the KCPOG wage settlements under the "other factor" considerations of the interest arbitration statute.

The Guild also argues that the tough working conditions that its members have to deal with at the work place make their jobs more in-line with the county Deputy Sheriffs, than with any other county employees. The Guild called Dr. Caterina Spinaris, Ph.D, to testify as an expert witness about the physical and psychological burdens of corrections work. Although she did establish that there are long-term deleterious effects on the body and minds of officers, she did not offer a conclusion that increased wages would cure these hazards. The Guild's purpose in presenting the evidence of the adverse working conditions, the risk of on-the-job injury, and the adverse long-term health effects of corrections work is to support its contention that Guild members should not be treated the same as nonuniformed county employees. It advances that the physical and psychological burdens of corrections work, support a finding that officers' wages and benefits should be on par with the wages and benefits of the county's Deputy Sheriffs. The Guild wants to eliminate the wage gap between these two groups.

While the employer values the hard work of the corrections officers and Sergeants, it see those jobs as fundamentally different from the job of a Deputy Sheriff. It points to different training academies; the deputies' academy is three times longer. They have different levels of commission. A corrections officer has a limited commission, attaching only while on duty. A Deputy has a full commission so that, even if off duty, the Deputy must intervene, for example if a robbery occurs while the Deputy is at a gas station.

The employer advances that it is an important goal to maintain internal equity in wage increases, although it looks to a different union - the Coalition of Unions. For the duration that this Award

is granting, the following wage increases or proposals are in place:

	2013	2014	2015	2016	TOTAL
Coalition	3.09%	1.67%	2%	2.25%	9.01%
KCPOG	0%	0%	2%	2%	5.67%
			7-1-15 1.67% signing bonus, not added to the base.		

The employer is proposing the following wage increase for corrections officers:

	2013	2014	2015	2016	TOTAL
	0%	1%	2%	2%	5%

Although this chart represents the time period that the employer is proposing for the new bargaining agreement, it is not representative of the parties' bargaining history.

Since the employer's chart captures the years when the KCPOG received 0% wage increases, an accurate history should also reflect the time when the Guild took a wage freeze. That produces a chart that starts in 2011. In 2011, 91% of unionized county employees received a wage freeze, as well as all non-represented employees.

If the employer wants to capture the deputies' wage freeze, we must look back far enough to capture the Guild's wage freeze also, in order to accurately consider the shared suffering caused by the economic recession.

ARBITRATION AWARD

PAGE 24

	2011	2012	2013	2014	2015	2016	TOTAL
Coalition	0%	1.63%	3.09%	1.67%	2%	2.25%	10.64%
KCPOG	5%	5%	0%	0%	2%	2%	15.67%
				7-1-15	1.67%	signing bonus,	not added to the base.

History with the employer's proposal:

	2011	2012	2013	2014	2015	2016	TOTAL
Guild	0%	3.5%	0%	1%	2%	2%	8.5%*

History with the Guild's proposal:

Guild	0%	3.5%	6%	6%	3%**	3%***	21.5%
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* If adding the .71% increase to longevity granted in 2014, the total would be 9.21%.

** Assuming the CPI formula produces the proposed floor of 3%.

*** Assuming the CPI formula continues and that it would produce the proposed floor of 3%.

An immense wage gap began with the Deputy Sheriffs' 2008 contract settlement. The employer offered a 5% wage increase each year for five years, beginning in 2008. In exchange, the KCPOG agreed to be subject to review by a civilian committee, the Office of Law Enforcement Oversight (OLEO). The employer was under considerable public pressure to bring in citizens to examine how deputies were performing. The KCPOG strenuously fought the citizen review. The arrival of OLEO in exchange for a 25% increase over five years, was a true quid pro quo. This quid pro quo was driven by political factors, not economic or merit-based

considerations. Even though the Guild has offered to be under a citizen review committee, the employer has not shown interest in such a process for corrections officers.

In 2007, there was a wage differential between corrections officers and deputies of just under 7%. By 2012, the deputies' wages had increased, with compounding, by 27.6%. Even after the 2009 Interest Arbitration Award, the differential was roughly 22%. After the 2012 Interest Arbitration Award, the Guild claims that it still lagged 18.36% behind the deputies due to their five years of 5% wage increases and the fact that the Guild took a wage freeze in 2011. There is no indication that the Guild factored in the 2011 .71% increase in longevity pay when determining the 18.36% gap.

The Guild looks back to the history of the parties in the 1980's and 1990's when there was a close wage parity between the deputies and corrections. We need not look that far back to establish today's wages. It is safe to conclude that most, if not all, of the officers who were working in the 1980's, are no longer working as corrections officers. Whatever give and take that was made to establish their wages, hours and working conditions should retire with them. The Guild changed bargaining representatives in 1996; that seems a more logical place to start the historical timeline. Suffice it is to say that the Guild desires parity with the Deputy Sheriffs.

The Guild also cites the higher wage rates of the Classification Specialists as another reason for its wage proposal. In addition to the officers working in the county jails, the employer has Corrections Program Specialists, commonly called Classification

Specialists, at the jails. A Classification Specialist studies an incoming inmate's history, charges and demeanor to determine the inmate's correct housing placement. The Classification Specialist also considers the inmate's security risk and needed level of attention. With the exception of holding segregation hearings, corrections officers used to do the duties of the current Classification Specialists.

Classification Specialists work in a separate office. They do not have continuous contact with inmates. If an inmate becomes belligerent in the Specialist's office, a corrections officer is called to handle the situation. Classification Specialists can work a 4-10 or a 5-8 work week; they are never called for mandatory overtime.

Classification Specialists do not earn longevity. In 2014, a top step classification Specialist earned \$6,612.10/month while a 15 year corrections officer receiving a 5% longevity premium earned \$6,239.10 - almost 6% less.

Corrections officers have applied for, and been hired as, Classification Specialists.

The employer believes that the differences between the two jobs support different pay rates. The record supports a finding that a Classification Specialist is a different, nonuniform career path from a corrections officer. On this record, for the internal equity argument which is driving this Award, it makes more sense to look at the deputies.

Employer Proposal

The employer bases its wage proposal on three main concepts. First, due to the statutory limits on its ability to increase property taxes, it wants to have a fixed wage rate in the bargaining agreement. It advances that tying wage increases to a cost of living formula no longer makes sense when its own funding is not connected the cost of living scale. Second, it finds that the wages of its officers are higher than those of any of the comparators. Finally, the employer claims that its fixed rate increases offer parity with its internal comparators.

Given the county's financial limitations and the comparables' lower wages, the employer contends that any wage increase should be modest. It contends that its offer of 0% in 2013 and 1% in 2014 would keep the officers ahead of the external comparables without causing undue strain on the employer's budget.

Union Proposal

The Guild has one goal in its wage proposal: Close the wage gap between the officers and the Deputy Sheriffs.

The Guild relies on the Interest Arbitration Award for 2009-2011 that used a CPI based formula to determine wages: 95% of the increase in the CPI-W (All Cities) from September to September, with a minimum of 3% and a maximum of 6%. The formula was used because of comparability data which showed that "the Guild is too far behind to accept the same COLA deal that the County had worked out with its non-interest arbitral employees." *King County*, (Lankford, 2009).

The Guild uses this same formula for 2015, the third year of the contract. It claims that there were no errors in the Interest Arbitrator's reasoning, nor have there been any relevant changed circumstances since that Interest Arbitration Award. It also argues that its wage proposal reflects the officers' work load, the nature of corrections work, recovering parity with the deputies as well as covering increases in the cost of living.

Analysis of Wage Proposals

Since the stated purpose of the interest arbitration statute is "to recognize that there exists a public policy in the state of Washington against strikes by uniformed personnel as a means of settling their labor disputes ... that to promote such dedicated and uninterrupted public service there should exist an effective and adequate alternative means of settling disputes", the Panel is mindful that this proceeding is an extension of the bargaining process. Interest arbitration is not a way to bypass meaningful negotiations. It is a way to put the parties where they would be if the employees had the right to strike.

As the employer stresses, an award on wages should not be a compromise for the sake of compromise. Such an approach would encourage parties to take extreme positions with the hope of benefiting from 'splitting the difference'. *City of Kent*, (LaCugna, 1980) and *City of Bellingham*, (Latsch, 1996).

The employer could not run its criminal justice system without corrections officers. Corrections officers are professional. Unquestionably corrections work is hard work. Breaking up inmate fights is stressful and dangerous. Being attacked by an inmate

can leave an officer exposed to diseases that the officer then brings home to family members.

The Guild desperately wants to be equal to the Deputy Sheriffs and reap the benefit of their 25% increases over five years that started in 2008. Nevertheless, it produced no other county comparator where the road deputies and the corrections officers are paid the same wages. However, both prior Interest Arbitration Awards for the corrections officers did consider the Deputy Sheriffs as a close internal comparator. Given that the external comparables are so few and/or lag so far behind King County in generally accepted measurements, internal comparables become much more significant.

Since the Deputy Sheriffs took a wage freeze in 2013 and 2014, the employer emphasizes that any wage gap has not grown since the 2012 Interest Arbitration Award, which worked to narrow the gap. It continues to argue that the gap will not grow during the term of the contract because its wage offer to the Guild is the same or larger than that granted to the deputies. The employer asserts in its closing brief that the value of the 1% it offered the Guild for 2014 is greater than the 1.67% signing bonus for the deputies, due to overtime and compounding effects. There is no data in the record supporting this; the chart shows that the employer granted 5.67% in total increases to the deputies' pay and is proposing 5% total increases for the corrections wages.

The employer costs the Guild's wage proposal for three years as triple what other county employees will receive over four years. The employer argues that front loading the wages as the Guild proposes at 6% for 2013 and 6% for 2014 would cause massive

compounding effects in the later years. It costs the Guild's wage proposal at over \$17 million.

Given its market lead, the employer argues that the 2% increase it proposes in 2015 and 2016 would maintain the officers receiving above market for the remainder of the contract. This is, in part, speculation since the Panel was not supplied with 2015 and 2016 wage settlements for the comparable employers. The employer also advances that inflation has been at, or less than, 2% in recent years. Using the net hourly wage components of this Award, one may convert the employer's calculations to show that its proposed 1% increase for 2014 would keep the corrections officers 7.4% above, and the Corrections Sergeants 1.5% above, the comparable market.

As the Guild reminds us, when times were tough, the Guild stepped up and accepted a wage freeze for 2011. It concludes that the economy now has recovered. It asserts that King County has maintained and increased, healthy financial reserves above the minimum required by its own budgeting policies. However, the Panel understands that reserve funds are not to be casually dipped into to fund on-going wage costs. Maintaining healthy reserves is important as it allows the employer to retain its AAA bond rating, which carries the lowest interest rate.

The Guild wants to use internal equity consideration to achieve parity with the Deputy Sheriffs; the employer argues for the officers to be compared to the Coalition of Unions, a group that does not have access to interest arbitration. History shows that the corrections officers' wage settlements have been somewhere

between those two unions. This Interest Arbitration Award will maintain that relationship.

Award on Wages

YEAR	1-1-2013	1-1-2014	1-1-2015	1-1-2016	TOTAL
WAGE INCREASE	3.09%	2.67%	2%	2.5%	10.26%

The employer has agreed to a 2013 wage increase of 3.09% for most of its employees; it proposes 0% for the Guild. We agree with the Guild that given the CPI increased 1% by the 2013 measures, the employer's proposal for a wage freeze in 2013 creates a financial reduction for the bargaining unit members. The 3.09% number for 2013 should be one that the employer can live with for the corrections bargaining unit since it settled for that amount with the union which represents a majority of its unionized workforce.

Additionally, the employer has settled wages for 2014 with the Coalition with an increase of 1.67%, but it has only offered a 1% increase to the Guild. We see the 1.67% number again in the Deputies settlement, albeit as a signing bonus. In order to address, but not close, the gap between the corrections officers and their strong internal comparator, Deputy Sheriffs, the employer's offer to the officers is awarded with an additional 1.67%.

The employer's offer of 2% in 2015 is awarded. It is above what the deputies received. Since it is added to the base, it will be the gift that keeps on giving.

Changing from a formulaic to a fixed wage increase would greatly benefit the employer in budgeting. Using a set number for an outbound year puts the Guild at risk of possibly not getting a wage increase that will keep up with inflation. If the employer wants to break from a CPI formula and wants a fourth year in the agreement, it needs to give the Guild something that the Guild wants - to work toward closing the wage gap with the Deputy Sheriffs. Therefore, a 2.5% wage increase is awarded for 2016. This should not be read as banning CPI formulas forever. The parties' experience with the economics of 2016, along with the number of years they may propose for the duration of their next collective bargaining agreement, might well lead them back to a CPI formula.

ISSUE #2. Article 9, Section 2, Overtime Payment Rates

The Guild is proposing a change to the Overtime article of the collective bargaining agreement. Currently, if an officer is scheduled to work Monday through Friday, but took one day of sick leave on Tuesday, then was requested to work on Saturday, the officer would not get overtime pay for the Saturday hours worked. Additionally, if the officer volunteers for an overtime shift on Sunday before his or her workweek begins, then takes a sick day during the week, the officer forfeits the overtime pay for the Sunday work. The Guild wants to have scheduled work hours where the bargaining unit member took sick leave, thus not coming to work, be counted toward the threshold for overtime.

The Guild contends that its proposal would correct a problem. In the above situation, the officer would not volunteer to fill an

open shift on his or her days off because the officer would not receive time and one-half compensation. If no one volunteers to fill the open shift, the employer may be required to "mandatory" an officer to fill the shift. If an officer is "mandatoried" two times in 10 days, the employer has to pay double time for each hour of the second mandatory day.

The employer counters that the proposal would not solve the problem because the officers would rather be home with their families instead of volunteering for overtime shifts. Thus the employer questions why an officer would volunteer, under the new language, for a time and one-half overtime shift during a week when he or she called in sick.

The employer points out that no federal or state law requires that sick leave be counted as hours worked for overtime purposes.

Bargaining History

Prior to the Guild being formed in 1996, the corrections officers were represented by a different union. Under that union's prior collective bargaining agreement, all paid leave was counted as work hours for overtime calculations. In the Guild's first contract, the employer proposed that no paid leave - sick leave, vacation, or comp time - be used as hours worked for the purposes of overtime.

The Guild submits that its acquiescence to the employer's rigid bargaining position on this issue was due in part to the fact that it lacked funds during its startup days to take the matter to interest arbitration. The employer counters that the Guild gave

up this proposal to get a higher wage settlement. Over the years, during negotiations, the Guild has continually proposed to have paid leave restored to the overtime calculation.

In 2000, the employer wanted to be able to have certain prisoners booked into the Kent City Jail. In exchange for this flexibility, the employer agreed to restore all paid leave - except sick leave - to the threshold of hours counted as worked for overtime purposes.

Comparables

Both of the Guild's West Coast comparables, Riverside County and Santa Clara County, consider sick leave as hours worked for the purpose of calculating when overtime should begin.

Additionally, all three of the Washington counties that the employer uses as comparable employers - Pierce, Snohomish and Spokane - count sick leave toward the overtime threshold. Only Multnomah County, Oregon does not.

Other King County Employees

Currently, King County has agreements with certain other bargaining units to count sick leave hours used to calculate when overtime begins. In some other cases, the employer has agreed that any work on a regular day off will be paid at the overtime rate.

Other employer bargaining units that follow the Guild's concept are:

- The Amalgamated Transit Union, Local 587, collective bargaining agreement (covering approximately 4,000 members) requires payment of overtime for all hours worked on a regular day off.
- The Teamsters, Local 117, contract (covering approximately 600 members) has overtime awarded after a member is compensated for 40 hours in a work week.
- The Joint Crafts Council agreement (covering approximately 450 members) calls for overtime to be paid for all compensated hours in excess of eight per day or 40 per week.
- Marshals, represented by the King County Court Protection Guild, and the Facilities Management Division Security Guards both receive overtime compensation for hours worked over their scheduled work week, even if they used sick leave during the week.

The KCPOG ratified a tentative agreement that it had reached with the employer during this interest arbitration proceeding. In that tentative agreement, the parties changed the way overtime was calculated. They deleted the daily and weekly overtime thresholds. The contract language now requires that time and one-half overtime be paid "for all hours worked inclusive of lunch period, outside of the employee's regularly scheduled shift."

However, two other agreements for bargaining units that are within the DAJD do not include sick leave as hours worked for purposes of overtime. The parties stipulated that the juvenile detention contract does not count sick leave for overtime. Additionally, the Captains' contract does not include sick leave as hours worked.

Cost

The Guild contends that the cost of its proposal is modest. In a response to an information request by the Guild, the employer answered that in 2012 overtime hours paid at straight time totaled \$43,509. If that overtime had been paid at time and one-half, it would have cost \$65,263. The increased cost of including sick leave in overtime compensation for 2012, would have been \$21,754.

Since the employer offered no evidence on the cost of this proposal, the Guild argues that its contention that the cost is low is accurate and undisputed.

Conclusion

The Guild has established that a problem exists: Getting officers to volunteer fill open shifts. The employer characterizes the Guild's proposal as too speculative; it does not believe that including sick leave hours would incentivize officers to volunteer to work their days off. Ironically, the employer's argument here is also based on speculation. Certainly, if an officer has taken sick leave during the work week, there is little incentive to give up a day off for straight time pay. The employer argues that there are more targeted ways for the parties to address the issue than changing the contractual treatment of sick leave. However, the employer is not proposing a more targeted solution; it is proposing to maintain the current contract language.

Consideration of similar employers supports the Guild's proposal. With the exception of the one Oregon county, comparable counties proposed by both parties to this Interest Arbitration count sick

leave hours when calculating the overtime threshold. The concept is not an anathema to the employer since it follows the Guild's proposal with certain other bargaining units; this is not a "reasoned principle" issue. The employer has continued to resist contract language here that it has accepted in other collective bargaining agreements. In fact, the employer counted sick leave hours toward the overtime calculation for this bargaining unit prior to the members changing to be represented by the Guild. The Guild's proposal fixes a problem for a relatively low cost.

The Arbitration Panel awards the Guild's proposal on Article 9, Section 2, Overtime Payment Rates.

ISSUE #3. New section: Parking

Current parking practices differ for the members of the bargaining unit. If an officer bids any shift at the MRJC jail in Kent, that officer does not have to pay for parking. (The City of Kent has an ordinance banning paying for parking; all parking in Kent must be free.) If an officer bids the second or third for the downtown KCC jail, that officer does not have to pay for parking. If an officer bids first shift (day shift) or fourth shift (day time court detail), in the downtown KCC jail that officer *does* have to pay for parking.

The Guild is proposing that no officer should pay for parking. Specifically, it proposes adding to Article 8, Wage Rates, a new "Section 9. Free Parking. The County shall provide free parking for all employees regardless of their work location." The Guild explains the intent of its proposal is to have the employer provide

free parking in its garage only, so that officers could not park anywhere they wanted to and have the employer reimburse them for the parking expense.

The employer proposes that a new section be added to Article 12 Miscellaneous, which would read:

The County shall reimburse employees for parking expenses at County managed lots when such expenses are incurred as a direct result of an unexpected reassignment. Except as provide in this paragraph, the County shall not be obligated to pay for employee parking. Bargaining unit employees shall be permitted to purchase parking in County managed lots in accordance with the County's parking ordinance at the rates consistent with the rates paid by other County employees.

The employer wants to change the status quo to have all officers working in the downtown jail pay for parking, unless the officer is working a mandatory overtime shift.

Approximately 114 of the 550 Guild members pay for parking, either on sporadic days, or monthly by payroll deduction. The county owned Goat Hill Parking Garage is across the street from the downtown jail. Parking at the Goat Hill garage costs \$15.00 per day or \$290.00 per month. The \$290.00 fee represents approximately 4.9% of a top step corrections officers' monthly pay. In 2013, 49 Guild members used payroll deduction to pay for monthly parking fees; the fees of the 49 officers totaled \$91,935.75. Through July of 2014, 43 Guild members had paid \$43,769.50 for parking by payroll deduction.

The Goat Hill Parking Garage is open to members of the public to park their vehicles. The employer operates the Goat Hill facility at a profit. That garage returned approximately \$300,000 net revenues to the county's general fund. There are 782 parking spaces in Goat Hill; the garage is generally 85% full between 9:00 a.m. and 2:00 p.m. on weekdays.

Officers working Shift 1 or Shift 4, both day shifts, are the ones that can be assigned mandatory overtime on short notice. Guild President Weaver testified that if an officer knows that he is in the top 10 for a mandatory overtime assignment, the officer will drive to work to avoid the inconvenience of having to rearrange his commuting schedule. Weaver also testified that the pay-for-parking situation influences how some officers bid for shifts.

The employer emphasizes its commitment to protecting the environment and to reducing congestion by limiting the number of cars being driven into the city. It gives an Orca Pass, which allows free bus or train rides, to county employees including Guild members. It also subsidizes a Van Pool program which is available to Guild members. Weaver, himself, is in a Van Pool. He pointed out that the cost of gasoline to commute to work every day would be more than the cost of the Van Pool.

By ordinance, the employer provides free parking in county parking facilities to Deputy Sheriffs for their patrol cars, or if they are required to drive their personal vehicle downtown for county business. Other jail employees, such as the Jail Health Services employees and supervisors, are able to park their cars in the downtown jail building for free. The employer provides free

parking for it sheriff's marshals and juvenile detention employees, although the detention workers do not work downtown. In its collective bargaining agreement with the King County Security Guild, the employer agreed to language stating: "The County agrees to provide County garage parking at no cost to bargaining unit employees who are assigned to work in the Downtown Courthouse Complex.

The employer suggests that if free parking was offered, many more day shift officers would drive into the city. Such speculation cannot be a reason to allow a gross inequity to continue.

The employer should be commended on taking steps toward protecting the environment. Its commitment to encouraging the use of mass transit through its Orca Pass cards and the Van Pool program is a great benefit to current and future generations of citizens. The employer, however, does tolerate other employee groups having free parking. The employer should also be concerned about a potential morale issue between day shift employees at KCC and those at RJC.

The parties' current practices about parking fees have created a significant inequity among bargaining unit members. The Guild's proposal corrects this inequity. The employer's proposal increases the imbalance. Obviously, an officer working at the MRJC jail takes home more money than one working day shift in the downtown Seattle jail who is paying for parking.

An employer and a union should share a goal of having employees who do the same work also having the same working conditions. The Guild's proposal does that. The employer's proposal drives a

bigger wedge into the bargaining unit. The employer sees its proposal as treating everyone who works downtown the same. This view ignores a significant impact of the proposal: It would have a negative effect on employees on two out of four shifts downtown. There is not enough justification in the record to call for such a financial step backward.

The panel awards the Guild' proposal, with language to be included that reflects the Guild's intent that employer is to provide free parking in its garages only.

ISSUE #4. Article 15, Section 1, Ammunition

Under current contract language, the employer is required to supply up to 250 rounds of practice ammunition per month for each "gun qualified" corrections officer/sergeant for use at a range under supervised conditions. Gun qualified employees may ask to have two months' worth of ammunition issued at one time, during any sixty day period.

The employer is proposing to change the allocation of practice ammunition from 250 rounds to 50 rounds per month. The Guild wants to maintain the current language. In the Guild's first collective bargaining agreement, covering 1997 - 1999, the issuing of practice ammunition was increased from 100 rounds to the current 250 rounds.

Of the 550 bargaining unit members, approximately 280 officers and sergeants are gun qualified. Once gun qualified, the employee receives a 3% pay premium for all hours worked. The premium is

given whether or not the officer's daily assignment requires that the officer be armed. The employer controls how many employees may be recognized as gun qualified at any one time; an officer may not, on his or her own volition, become gun qualified and demand the 3% premium.

The purpose of supplying practice ammunition is to have officers who have already gained their gun qualification, maintain their proficiency through practice at gun ranges. The employer has seen a national shortage of practice ammunition. It has struggled to maintain enough rounds to meet its contractual obligation.

Two times a year, a gun qualified officer must be tested to insure that his or her skill level is being maintained. The test consists of firing 50 rounds of duty ammunition, supplied by the employer, from various places at the gun range. To retain the qualification, the officer must score 80%. The actual passage rate is higher, coming in at over 92%.

If an officer does not pass the test, the employer offers an immediate retry. If the officer fails to pass again, he or she must go through a remedial course of training. The Guild offered an exhibit that showed approximately 6% of gun qualified officers need remedial training. After the training course, the officer is given a third, and fourth if needed, test to qualify. If the officer fails to pass the fourth test, he or she loses the 3% pay premium, but continues to be able to draw ammunition to practice for requalifying in six months.

The employer argues that the current 250 round requirement is higher than what other agencies in the area supply, even where

employees are required to be armed on a daily basis. The employer offers: King County Sheriff's Deputies receive 100 rounds per month; Seattle Police Officers receive 50 rounds per month; Pierce County Sheriff's Deputies receive 120 rounds per year; and Snohomish County does not provide any practice ammunition for its corrections officers.

The employer costs the 250 round requirement at \$152,900 annually. (It offers that a 50 round box costs \$8.44.) The employer submits that changing the requirement to one 50 round box per month would cost \$30,500 per year. Thus, it claims that it would realize a savings of over \$120,000. The Guild claims that this cost is exaggerated since it assumes that each gun qualified officer will draw the full 250 rounds every month for the year. However, the Panel finds that the employer is justified in calculating its total exposure to expenses set out in contract language.

The Guild contends that the employer has benefited from its acknowledged "remarkable improvement in both marksmanship and weapons handling", citing a General Information Bulletin (GIB) issued August 14, 2014. The GIB attributed the improvement to three factors. First, the department's Firearms Instructors who "contribute a great deal of their own time and resources helping officers improve." Second, the "effort and positive attitude put forth by the firearms qualified officer." And third, the fact that gun qualified officers are "drawing practice ammunition at a greater rate than ever before".

It is ironic that the Guild objects to the employer using the King County Deputy Sheriffs as a comparable on this issue, but it wants to compare to the deputies for wages. The Guild acknowledges that

the reduction in practice ammunition would save the employer money, but characterizes the savings as "trivial."

The Guild offered two witnesses, Firearms Instructor David Kirk and Corrections Officer Fred McKinney, who testified that if the practice ammunition was reduced to 50 rounds per month, that the number of officers failing the qualification course and needing remedial training would increase. Although, at this point, this is speculation, the employer would be well served to track this number and offer the 250 rounds to employees needing remedial training.

The employer argues that the 250 round practice ammunition requirement is excessive, unnecessary and an imprudent use of resources. The employer points out that its records show that gun qualified officers have proven their proficiency on the shooting course. Further, the record shows that officers are not using all of the allotted ammunition, yet the employer has to have it available by contract language. The employer asserts that the Guild acknowledges that the quality of practice is more important than the quantity of rounds shot because the rote practice of bad habits ingrains them to the officer's detriment.

The employer has met its burden of proof to change the current contract language. There is no record that the Guild's comparables, or the comparable counties in Washington and Oregon, supply practice ammunition at 250 rounds per month. The employer's proposal will not change the 3% pay premium for being gun qualified for all hours worked. Nor will it change the employee's ability to draw two months' worth of practice ammunition at a time. It is a better use of the employer's money

to have the savings here to go fund across the board wage increases for the benefit of the entire bargaining unit.

INTEREST ARBITRATION AWARD

Both the county partisan panel member and the Guild partisan panel member were passionate advocates for their interests during the Panel's deliberations, as well as when reviewing drafts of the Award. It has been my pleasure and honor to serve with them on this Interest Arbitration Panel.

Any arguments presented in briefs not cited within this decision were found to be non-persuasive or immaterial. In addition to incorporating all of the tentative agreements that the parties reached during negotiations, the parties' 2013-2016 collective bargaining agreement will include the resolutions of the issues as detailed above. The resolution of the five issues certified to Interest Arbitration is summarized below.

ISSUE #1. Article 8, Wage Rates and **ISSUE #5.** Article 25, Duration:

YEAR	1-1-2013	1-1-2014	1-1-2015	1-1-2016
WAGE INCREASE	3.09%	2.67%	2%	2.5%.

ISSUE #2. Article 9, Section 2, Overtime Payment Rates:

The Guild's proposal to include sick leave hours in the calculation of overtime is awarded.

ISSUE #3. New section Parking:

The status quo will continue with the addition of the Guild's proposal that "The County shall provide free parking for all employees regardless of their work location" with additional language to be included that reflects the Guild's intent that employer is to provide free parking in its garages only.

ISSUE #4. Article 15, Section 1, Ammunition: The employer's proposal to change the allocation of practice ammunition from 250 rounds to 50 rounds per month is awarded.

ISSUED in Chehalis, Washington, this 18th day of May, 2015.


KATRINA I. BOEDECKER, Arbitrator

The employer's Partisan Arbitrator dissents from this Award and therefore has not signed onto the Award.

RICHARD HAYES, County Partisan

The Guild's Partisan Arbitrator concurs with the Award. She signs in absentia.

LINDA HOLLOWAY, Guild Partisan

CERTIFICATION OF MAILING

I certify that on this ___18th___ day of ___May___, _2015_, I served the foregoing arbitration award upon the parties listed below, by U.S. postal service, **certified mail**, postage prepaid, a true, exact and full copy thereof to :

Mr. Henry Farber
Attorney at Law
Davis Wright Tremaine LLP
777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149

Mr. David A. Snyder
Attorney at Law
Snyder & Hoag LLC
3759 NE MLK Jr. Blvd.
Portland, OR 97212-1112

I certify that on this ___18th___ day of ___May___, _2015_, I served the foregoing arbitration award upon the parties listed below, by U.S. postal service, postage prepaid, a true, exact and full copy thereof to :

Executive Director Mike Sellars
Public Employment Relations Commission
P.O. Box 40919
Olympia, WA 98504

Ms. Paula Simon
Attorney at Law
Davis Wright Tremaine LLP
777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149

Mr. Wesley Foreman
Attorney at Law
Triad Law Group
209 Dayton St., Suite 105
Edmonds, WA 98020



Katrina I. Boedecker
Arbitrator



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
King County Corrections Guild (Department of Adult and Juvenile Detention)
Labor Negotiator
David Levin

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Consistency Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	N/A

<i>Six Point Summary of changes to the attached agreement:</i>
1. Wage increases of 3.09% (2013), 2.67% (2014), 2.00% (2015), and 2.50% (2016), as ordered by the interest arbitration panel.
2. King County must provide free parking in its parking garage to all employees, regardless of their shift or work location, as ordered by the interest arbitration panel.
3. The number of practice rounds of ammunition is reduced from 250 to 50 per month, as ordered by the interest arbitration panel.
4. Sick leave is counted toward the overtime threshold, as ordered by the interest arbitration panel.
5. "Enriched rate" pay, which was instituted as a stopgap measure during the County's transition to the new PeopleSoft payroll system, will end.
6. Various changes to terms and conditions of employment were negotiated at the bargaining table and were not part of the interest arbitration panel's decision.

July 7, 2015

The Honorable Larry Phillips
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Phillips:

The enclosed ordinance, if approved, will ratify the King County Corrections Guild (Department of Adult and Juvenile Detention) collective bargaining agreement for the period of January 1, 2013, through December 31, 2016, which will enable King County to continue to provide corrections services to the residents of King County.

This agreement covers approximately 530 employees in the Department of Adult and Juvenile Detention. This bargaining unit consists of Corrections Officers and Corrections Sergeants who work in the King County Corrections Facility and the Maleng Regional Justice Center. These are the uniformed officers who supervise the jail populations at the County's two corrections facilities.

Collective bargaining between King County and the King County Corrections Guild was a long process that ultimately cumulated in an interest arbitration decision and award, issued on May 18, 2015. Prior to being certified for interest arbitration, the parties reached various tentative agreements on portions of language that have been incorporated into the new contract. However, they remained deadlocked on issues of wage increases, parking for day shift employees of the downtown jail, whether sick leave should count toward the overtime threshold, the practice ammunition allowance and the duration of the contract.

The arbitration panel's decision and award concluded the collective bargaining process. The collective bargaining agreement has incorporated both the tentative agreements that were reached by the parties at the bargaining table and the results of the interest arbitration decision and award. At the bargaining table, the parties were able to make some changes to terms and conditions of employment that will provide greater certainty and predictability on issues like overtime assignments and shift rotations, among other things. The interest

The Honorable Larry Phillips
July 7, 2015
Page 2

arbitration panel decided the issue of wage increases for the four year contract term. Wage increases will be 3.09% for 2013, 2.67% for 2014, 2.00% for 2015 and 2.50% for 2016.

This agreement furthers the goals of the County's Strategic Plan by supporting the department's mission of ensuring that offending individuals are appropriately detained or sanctioned.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help King County residents because it will allow King County to staff its corrections facilities. I encourage you to support this ordinance.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-263-2878.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Carolyn Busch, Chief of Staff
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement - Implementation of Interest Arbitration Award and Resulting Salary Schedule		
Title:	King County Corrections Guild (Department of Adult and Juvenile Detention)		
Effective Date:	1/1/13 to 12/31/16		
Affected Agency and/or Agencies:	Department of Adult and Juvenile Detention		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone:	263-1966
Department Sign Off:	Pat Presson, Finance Manager, DAJD	Phone:	477-2350
Note Reviewed by: Supplemental Required?	Jo Anne Fox, Budget Analyst	Phone:	263-9696
NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>		

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2013 Retro	2014 Retro	2015	2016
CX	10		\$ 1,576,292	\$ 3,482,060	\$ 4,333,949	\$ 1,650,493
<i>TOTAL: Increase FM previous year</i>			<i>\$ 1,576,292</i>	<i>\$ 3,482,060</i>	<i>\$ 4,333,949</i>	<i>\$ 1,650,493</i>
<i>TOTAL: Cumulative</i>			<i>\$ 1,576,292</i>	<i>\$ 5,058,352</i>	<i>\$ 4,333,949</i>	<i>\$ 5,984,442</i>

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2013 Retro	2014 Retro	2013 Base	2015	2016
Salaries			\$ 1,176,135	\$ 2,252,375	\$ 38,062,611	\$ 3,029,538	\$ 1,027,304
OT			\$ 165,105	\$ 455,185	\$ 5,343,205	\$ 425,285	\$ 144,212
PSERS & FICA			\$ 235,052	\$ 474,500	\$ 7,606,869	\$ 605,457	\$ 205,308
Parking				\$ 300,000		\$ 273,669	\$ 273,669
<i>TOTAL: Increase FM previous year</i>			<i>\$ 1,576,292</i>	<i>\$ 3,482,060</i>	<i>\$ 51,012,685</i>	<i>\$ 4,333,949</i>	<i>\$ 1,650,493</i>
<i>TOTAL: Cumulative</i>			<i>\$ 1,576,292</i>	<i>\$ 5,058,352</i>		<i>\$ 4,333,949</i>	<i>\$ 5,984,442</i>

ASSUMPTIONS:

Assumptions used in estimating expenditure include:	
1. Contract Period(s):	1/1/2013 – 12/31/2016
2. Wage Adjustments & Effective Dates:	
COLA:	3.09% in 2013, 2.67% in 2014, 2.00% in 2015, and 2.50% in 2016.
Other:	
Retro/Lump Sum Payment:	For 2013 and 2014 retro pay is estimated to be \$4,758,352. This does not include retro for parking. Retro for parking is estimated to be \$300,000 for 2013 through mid year 2015.
3. Other Wage-Related Factors:	
Step Increase Movement:	
PSERS/FICA:	17.53%
Overtime:	Sick leave goes towards hours when determining OT threshold.
4. Other Cost Factors:	
	Free parking for KCCG assigned Officers and Sergeants. Reduction in monthly rounds of ammunition from 250 to 50.

