



**King County**  
**Metropolitan King County Council**  
**Committee of the Whole**

**STAFF REPORT**

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**Agenda Item No.:** 6

**Date:** 9 Nov 2009

**Ordinance No.:** 2009-0602

**Prepared by:** Nick Wagner

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**A. SUMMARY**

Proposed Ordinance 2009-0602 (Attachment 1, pp. 5-6 of these materials) would approve a collective bargaining agreement (“CBA”) (Attachment 1.a, pp. 7-37 of these materials) and memorandum of agreement (“MOA”) (Attachment 1.b, pp. 39-40 of these materials) between King County and the Uniformed Command Association (“UCA”) (Corrections Jail Captains). These agreements cover 13 employees in the Department of Adult and Juvenile Detention for the three-year period from 1 January 2009 through 31 December 2011.

**1. The Bargaining Unit**

As described by the Executive in his transmittal letter (at p. 49 of these materials):

Employees covered by these agreements are Corrections Captains in the Department of Adult and Juvenile Detention. Captains serve as shift commanders for the adult detention facilities in King County’s jail system. As shift commanders, they have ultimate responsibility for and authority over the operations of the facility during their assigned shift. Captains also serve as section commanders over several operating units in the department, including Internal Investigations, Court Detail, and Intake/Transfer/Release.

**2. Consistency with Labor Policies**

As described in the Contract Summary (pp. 43-45 of these materials), the proposed CBA appears to be consistent with the County’s adopted labor policies, except that negotiations were not completed until more than nine months after the previous CBA had expired. According to the county’s negotiator, this was due in large part to the interest arbitration between the county and the King County Corrections Guild, which occurred during the spring and summer of 2009.

**3. Pay Ranges and COLAs**

The CBA provides for a one-pay-range increase, from Range 68 to Range 69 (2.4%), on the King County Hourly Squared Schedule. (CBA art. 8 § 1, p. 19 of these materials) The increase was justified by a market analysis that considered the compensation of other jurisdictions’ jail shift commanders and by a need to maintain appropriate alignment of the

Captains' salaries with those of the officers in the Captains' chain of command. (Transmittal letter at p. 49 of these materials)

Like the cost-of-living adjustments (COLAs) for the three years covered by the previous CBA, the COLAs for the two additional years covered by the proposed CBA follow the typical county settlement agreed to with other unions. The COLAs are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively, which is consistent with county labor policies. (*See* CBA art. 8, p. 19 of these materials.) According to the Fiscal Note (p. 47 of these materials), the assumed increases are:

2009: 4.88% (retroactive to 1 January 2009)  
2010: 2.00% (projected)

The proposed CBA also provides for contract negotiations to be reopened by 1 October 2010 to negotiate a COLA for 2011. (CBA art. 8 § 3, p. 19 of these materials).

#### **4. Performance Evaluations**

Article 3 of the CBA (p. 10 of these materials) provides in part: "The County may implement a performance evaluation program during the term of the collective bargaining agreement, after meeting and conferring with the Association in advance."

#### **5. Interest Arbitration**

This bargaining unit is eligible for interest arbitration. (Contract Summary, p. 45 of these materials)

#### **6. No-Strike Provision**

According to the Contract Summary (p. 45 of these materials) "By statute, this bargaining unit is specifically prohibited from striking." *See also* RCW 41.56.430.

### **B. NEW CONTRACT PROVISIONS**

The CBA includes the following new provisions, among others:

#### **1. Implementation and Utilization of Video Recordings**

The management rights enumerated in article 3 of the CBA (p. 10 of these materials) now include the right to "[i]mplement and utilize recording video cameras in all facilities excluding Captain's Office space or any other area prohibited by law."

#### **2. Overtime**

The cap on overtime is raised from 37 hours to 45 hours per pay period (CBA, art. 9 § 2, p. 20 of these materials). Time taken as sick leave is excluded in computing overtime (CBA, art. 9 § 1, p. 20 of these materials).

### **3. Special Sick Leave**

The new CBA provides that special sick leave (used to supplement industrial insurance benefits for injuries incurred on the job) is limited to 20 days per injury or per year (CBA art. 7 § 10, p. 17 of these materials).

### **4. Transition to Biweekly Pay**

The MOA (pp. 39-40 of these materials) addresses the process to be used in the transition to biweekly pay.

## **C. FISCAL IMPACT**

The fiscal impact of the CBA is described in the Executive's Fiscal Note (p. 47 of these materials). From a base cost of \$1,578,274 for 2008, the CBA would result in:

- 2009: an increase of \$122,727 (2.4% pay range increase and 4.88% COLA, both retroactive to 1 January 2009);
- 2010: an increase of \$34,020 (COLA projected to be 2.0%);
- 2011: contract reopener for negotiation of possible COLA.

## **D. LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

## **INVITEES**

1. Captain Mike Woodbury, President, Uniformed Command Association
2. Rob Sprague, Labor Negotiator, Human Resources Division, DES

## **ATTACHMENTS**

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**Signature Report**

**November 6, 2009**

**Ordinance**

**Proposed No.** 2009-0602.1

**Sponsors** Ferguson and Phillips

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

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

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

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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ATTEST:

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APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

1 AGREEMENT BETWEEN  
2 UNIFORMED COMMAND ASSOCIATION  
3 DEPARTMENT OF ADULT AND JUVENILE DETENTION  
4 AND  
5 KING COUNTY  
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8 ARTICLE 1: POLICY AND PURPOSE..... 1

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28 MEMORANDUM OF AGREEMENT: TRANSITION TO BIWEEKLY PAY

1 **ARTICLE 1: POLICY AND PURPOSE**

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

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

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

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

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

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

1 **ARTICLE 4: ASSOCIATION REPRESENTATION**

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

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

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

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1 **ARTICLE 5: HOLIDAYS**

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

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

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

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

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

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

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1 **ARTICLE 6: VACATION**

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

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

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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 7: SICK LEAVE**

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

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

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

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

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

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

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



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

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

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

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

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

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

1 attendance policy that constitute mandatory subjects of bargaining.

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1 **ARTICLE 8: WAGE RATES**

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

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

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

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

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

1 **ARTICLE 9: OVERTIME AND CALLBACK**

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

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

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

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

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

1 **ARTICLE 10: HOURS OF WORK**

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

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

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

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

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

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1 **ARTICLE 12: MISCELLANEOUS**

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

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

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

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

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

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

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

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



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

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

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

17 **Section 9. Annual Uniform Maintenance Reimbursement:** In April of each year,  
18 employees will also be given four hundred fifty dollars (\$450.00), before appropriate individual  
19 payroll taxes, for the purpose of maintenance.

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 outside normal shift rotating assignments.

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1 **ARTICLE 15: FIREARMS**

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

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

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

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1 **ARTICLE 18: WAIVER CLAUSE**

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

1 **ARTICLE 19: REDUCTION IN FORCE**

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

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

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


1 **ARTICLE 20: DURATION**

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

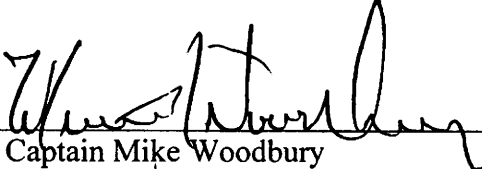
5 Contract negotiations for 2012 may be initiated by either party by providing to the other party  
6 written notice of its desire to begin negotiations, provided that such negotiations may not commence  
7 sooner than May 15, 2011.

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APPROVED this 22nd day of October, 2009.

By:   
King County Executive

For Uniformed Command Association:

  
Captain Mike Woodbury  
President  
Uniformed Command Association

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

**Subject: Transition to Biweekly Pay**

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

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

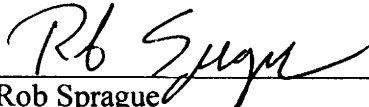
final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to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

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

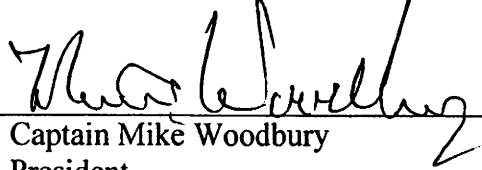
8. The Association acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

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

For King County:

 9/22/09  
\_\_\_\_\_  
Rob Sprague  
Labor Negotiator II

For Uniformed Command Association:

  
\_\_\_\_\_  
Captain Mike Woodbury  
President  
Uniformed Command Association





## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Uniformed Command Association (Corrections Jail Captains - Department of Adult and Juvenile Detention) and Memorandum of Agreement</b>
<b>Labor Negotiator</b>
<b>Rob Sprague</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA? x1</i></b>	<b>Yes</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Three year agreement in effect January 1, 2009 to December 31, 2011, with one range increase from Range 68 to Range 69 on the Squared Table. Standard county COLA of 90% of CPI-W All Cities September to September, minimum of 2% and maximum of 6% in 2009 and 2010. COLA re-opener for 2011.
2. Changed the annual \$200 uniform dry-cleaning reimbursement to a \$450 uniform maintenance.
3. Changed the 20 day special sick leave allotment to be restricted by both an annual limit and per-injury limit of 20 days.
4. Added language that allows the implementation and utilization of video recordings.
5. Clarified overtime language to specifically exclude sick leave and to raise the cap of eligible overtime to be earned per pay period from 37 hours to 45 hours.
6. Added language requiring advance notice for utilization of 2 consecutive days or more of leave.

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**CONTRACT SUMMARY**

**CONTRACT:** Uniformed Command Association (Corrections Jail Captains - Department of Adult and Juvenile Detention) and Memorandum of Agreement

**TERM OF CONTRACT:** January 1, 2009, to December 31, 2011

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Employees covered by the Agreement are Corrections Captains in the Department of Adult and Juvenile Detention. Captains serve as shift commanders for the adult detention facilities in King County’s jail system. As shift commanders, they have ultimate responsibility for and authority over the operations of the facility during their assigned shift. Captains also serve as section commanders over several operating units in the Department, including Internal Investigations, Court Detail, and Intake/Transfer/Release.

**NEGOTIATOR:** Rob Sprague

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	This agreement does not modify the previously-bargained layoff provisions. The agreement calls for a seniority-based procedure for layoff and recall.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties used a traditional method of negotiations but utilized a collaborative approach to issues and discussions.
➤ <b>VACATION ACCRUAL &amp; SICK LEAVE CASHOUT:</b>	Vacation accrual and sick leave cash-out provisions remain in compliance with the County Code.
➤ <b>DIVERSITY IN THE COUNTY’S WORKFORCE:</b>	The agreement does not impact the diversity of the county’s workforce.
➤ <b>CONTRACTING OUT OF WORK:</b>	The agreement is in compliance with legal requirements governing the contracting out of bargaining unit work.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The parties conduct regular labor/management meetings and the agreement continues to allow for this process.
➤ <b>DISCIPLINE &amp; GRIEVANCES:</b>	The agreement provides for the concept of progressive discipline based on just cause for post-probationary employees and a grievance procedure for the resolution of contractual disputes.

**CONTRACT SUMMARY**

**CONTRACT:**

**Uniformed Command Association (Corrections Jail Captains - Department of Adult and Juvenile Detention) and Memorandum of Agreement**

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>MEDIATION:</b>	The agreement does not specifically address mediation, but the parties are able to mutually agree to utilize the mediation process to resolve disputes.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A
➤ <b>BENEFITS TRUST PLAN:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The agreement continues to provide that the bargaining unit will receive benefits as agreed to by the county's Joint Labor Management Insurance Committee.
➤ <b>RELEASE TIME:</b>	The agreement does not modify the previously-negotiated provision that provides for up to two employees able to negotiate on county time.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The current agreement expired on December 31, 2008. The parties negotiated in good faith and their ability to reach agreement was impacted by the King County Corrections Guild interest arbitration occurring during the spring and summer of 2009.
➤ <b>TIMELINESS OF IMPLEMENTATION:</b>	This agreement will be implemented as soon as practicable after full approval and its terms will be retroactive to January 1, 2009.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	This agreement does not restrict the right to use temporary and part-time employees.
➤ <b>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</b>	Housekeeping changes were made to make sure that provisions of this agreement are consistent with Federal and State law and are in compliance with County Code and policy.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Uniformed Command Association (Corrections Jail Captains - Department of Adult and Juvenile Detention) and Memorandum of Agreement

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	The parties agreed to a Memorandum of Agreement that specifies how employees in this bargaining unit will transition to biweekly pay.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	Yes, this bargaining unit is interest arbitration eligible.
➤ <b>NO STRIKE PROVISION:</b>	By statute, this bargaining unit is specifically prohibited from striking.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	Employees continue to be provided with 20 days per year of "special sick leave" which may be used to supplement industrial insurance in the event of an on-the-job injury. Special sick leave was modified to be restricted to a per year and per injury basis.
➤ <b>HOURS OF WORK:</b>	The agreement provides for a traditional 40-hour work week with 8-hour work days, with the exception of relief positions which may be scheduled differently to provide for coverage needs.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The agreement provides management with the ability to implement a performance evaluation program.

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# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Three year contract		
<b>Title:</b>	Uniformed Command Association (Corrections Jail Captains - Department of Adult and Juvenile Detention)		
<b>Effective Date:</b>	1/1/2009 - 12/31/2011		
<b>Affected Agency and/or Agencies:</b>	Department of Adult and Juvenile Detention		
<b>Note Prepared by:</b>	John McCoy, Labor Relations Analyst, HRD	<b>Phone:</b> 205-5398	
<b>Department Sign Off:</b>	Pat Presson, Finance Manager, DAJD	<b>Phone:</b> 296-3410	
<b>Note Reviewed by: Supplemental Required?</b>	Jo Anne Fox, Budget Analyst	<b>Phone:</b> 263-9696	
NO <input type="checkbox"/>	YES <input type="checkbox"/>		

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2009	2010	2011
CX	10	DAJD	\$ 122,727	\$ 34,020	
<b>TOTAL</b>			<b>\$ 122,727</b>	<b>\$ 34,020</b>	

## EXPENDITURE BY CATEGORIES:

Expense Type	Department	2008 Base	2009	2010	2011
Salaries	DAJD	\$ 1,212,325	\$ 94,877	\$ 26,144	NA
OT		\$ 160,087	\$ 11,842	\$ 3,439	NA
Taxes		\$ 205,862	\$ 16,008	\$ 4,437	NA
<b>TOTAL</b>		<b>\$ 1,578,274</b>	<b>\$ 122,727</b>	<b>\$ 34,020</b>	NA

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

- Contract Period (s):** 3 year contract from 1/1/2009 to 12/31/2011.
- Wage Adjustments & Effective Dates:**
  - COLA:** COLA of 4.88% for 2009, and 90% of all-cities CPI-W, Sept. – Sept. (minimum 2%, maximum 6%) for 2010 (assumed to be 2%). Re-opener on 2011 COLA.
  - Other:** One range (2.4%) market based increase effective 1/1/2009.
  - Retro/Lump Sum Payment:** COLA retroactive to 1/1/2009.
- Other Wage-Related Factors:**
  - Step Increase Movement:** Contract provisions unchanged.
  - PERS/FICA:** Payroll taxes estimated to be 15%.
  - Overtime:** Projected using previous years' data.
- Other Cost Factors:** Increases in uniform allowance and reimbursement amounts for personal items damaged in the line of duty.

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October 26, 2009

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

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the Uniformed Command Association (Corrections Jail Captains) Collective Bargaining Agreement and Memorandum of Agreement for the period of January 1, 2009, through December 31, 2011. These agreements cover thirteen employees in the Department of Adult and Juvenile Detention.

Employees covered by these agreements are Corrections Captains in the Department of Adult and Juvenile Detention. Captains serve as shift commanders for the adult detention facilities in King County's jail system. As shift commanders, they have ultimate responsibility for and authority over the operations of the facility during their assigned shift. Captains also serve as section commanders over several operating units in the department, including Internal Investigations, Court Detail, and Intake/Transfer/Release.

The Collective Bargaining Agreement provides for a cost of living formula that is 90% of the All-Cities CPI-W index, September to September, with a floor of 2% and a ceiling of 6% which follows the standard county settlement agreed to with other labor organizations. This cost of living formula is in place for adjustments in 2009 and 2010 with a re-opener clause for cost of living adjustment, if any, for 2011. The agreement also provides for a one range increase from a Range 68 to Range 69 on the King County Squared Salary Table. This increase is justified by market comparisons to other jurisdictions Jail Shift Commanders and maintains appropriate alignment of salaries with the Captains' chain of command.

These agreements allows the department to implement and utilize video recordings; provides for reliability and clarity to leave and overtime practices; addresses the process to be utilized in transition to biweekly pay; incorporates the most recent King County Personnel Guidelines

The Honorable Dow Constantine

October 26, 2009

Page 2

utilized by almost all other county employees; and creates uniformity and consistency within the department.

The settlement reached is a product of good-faith collective bargaining between King County and the Association. 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.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,

Kurt Triplett  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Interim Chief of Staff  
          Anne Noris, Clerk of the Council  
          Frank Abe, Communications Director  
Beth Goldberg, Deputy Director, Office of Management and Budget  
Bob Cowan, Acting County Administrative Officer, Department of Executive Services (DES)  
Anita Whitfield, Director, Human Resources Division (HRD), DES  
Michael Frawley, Deputy Director, HRD, DES  
James J. Johnson, Interim Labor Relations Manager, HRD, DES