

**AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY CORRECTIONS GUILD
DEPARTMENT OF ADULT AND JUVENILE DETENTION
[295/Q2]**

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1 **ARTICLE 1: POLICY AND PURPOSE**

2 **Section 1.1. Policy.** These articles constitute an Agreement, the terms of which have been
3 agreed upon by the parties King County, hereinafter referred to as the County, and King County
4 Corrections Guild, hereinafter referred to as the Guild.

5 **Section 1.2. Purpose.** The intent and purpose of this Agreement is to promote the continued
6 improvement of the relationship between the County and its employees by providing a uniform basis
7 for implementing the right of public employees to join organizations of their own choosing; to be
8 represented by such organizations in matters concerning their employment relations with the County;
9 and to set forth the wages, hours, and other working conditions of such employees in appropriate
10 bargaining units, provided the County has authority to act on such matters, and further provided the
11 matter has not been delegated to any civil service commission or personnel board similar in scope,
12 structure, and authority as defined in RCW 41.56.

13 **Section 1.3. Nondiscrimination.**

14 The County and the Guild agree that they will not illegally discriminate against any employee by
15 reason of race, color, age except by minimum age and retirement provisions, sex, sexual orientation,
16 gender, gender identity or expression, marital status, religion, national origin, ancestry, political
17 ideology, status as a family caregiver, military status or status as a veteran who was honorably
18 discharged or who was discharged solely as a result of the person's sexual orientation or gender
19 identity or expression, or the presence of any sensory, mental or physical disability. The parties agree
20 that the County may need to accommodate an employee's disabilities, in accordance with the
21 Americans with Disabilities Act (ADA) or RCW 49.60, and that such an accommodation shall take
22 precedence over any conflicting provisions of this Agreement.

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

2 **Section 2.1. Exclusive Recognition.** The King County Council recognizes the Guild,
3 Certification No. 12491-E-96-2087, as certified on September 10, 1996 by the Public Employment
4 Relations Commission (PERC), as representing regular full-time Corrections Officers and
5 Corrections Sergeants employed by the King County Department of Adult and Juvenile Detention
6 (the Department). If the County decides to use part-time positions to perform work currently
7 performed by Guild represented employees, those part-time employees will be represented by the
8 Guild. The County will bargain with the Guild concerning wages, hours and working conditions for
9 such part-time employees.

10 **Section 2.2. Guild Membership.** All employees covered under the terms of this Agreement
11 may voluntarily join the Guild as a member.

12 **Section 2.3. Dues Deduction.** Upon written receipt from the Guild Secretary of a voluntary
13 authorization by an employee covered under Section 2.1 of this Article, the County shall have
14 deducted from the pay of such employee, the amount of dues, charges, assessments, and/or fees as set
15 by the Guild and shall transmit the same to the treasurer of the Guild. If the County receives such
16 authorization directly from an employee, it shall forward such request to the Guild as soon as
17 practicable. The County shall end payroll deduction for an employee after it receives confirmation
18 from the Guild Secretary regarding the employee’s revocation; the termination of such deduction
19 shall take place no later than the second payroll after receipt of the confirmation.

20 The Guild will indemnify, defend, and hold the County harmless against any claims made and
21 against any suit instituted against the County on account of any check-off of dues, charges,
22 assessments, and/or fees for the Guild. The Guild agrees to refund to the County any amounts paid to
23 it in error on account of the check-off provision upon presentation of proper evidence thereof.

24 **Section 2.4. New Hires.** In accordance with RCW 41.56.037, the Parties agree that the
25 Guild will be provided sixty (60) minutes access to new hires at the Departmental new employee
26 orientation.

1 **Section 2.5. New Hire/Separation Information.** The Department shall supply to the Guild
2 the following information within one (1) month of a new employee’s date of hire or new Guild
3 eligibility:

- 4 • First and last names
- 5 • U.S. mailing address
- 6 • Date of hire
- 7 • Rate of pay
- 8 • FTE status

9 On a monthly basis, the County shall also provide notice to the Guild regarding employee separations
10 which shall contain the name of the employee, date of separation, and the basis of the separation
11 (retirement, resignation, termination, etc.).

12 **Section 2.6. Employment Lists.** The County will transmit to the Guild a current listing of
13 all employees in the bargaining unit within thirty (30) calendar days of request for same but not to
14 exceed twice per calendar year. Such list shall include the name of the employee, classification,
15 division, work location, email address, phone number if the employee provides it, and salary.

16 **Section 2.7. Overtime Reports.** No more than monthly, the Guild may request a report that
17 describes the utilization of overtime on a voluntary and mandatory basis, which the County will
18 thereby provide. The parties agree that copying the Guild on the distribution of the overtime report
19 required by the proviso from County Council satisfies this obligation.

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

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

D. Assign, direct and reduce the work force; develop and modify class specifications and assign positions to such classes; determine the method, materials, and tools to accomplish the work; designate duty stations and assign employees to those duty stations. Except where mutually agreed in writing, management will not replace or reclassify uniform positions with non-uniform positions for the duration of this Agreement;

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

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

G. Video Cameras: to enhance the utility of video cameras, the Department may add a recording capability to video cameras in all facilities. Video recordings shall only be reviewed in connection with a specific concern or a specific incident. An employee who is the subject of an on-shift investigation or IIU investigation into alleged or suspected misconduct including, but not limited to, suspected failure to report a use of force and preliminary investigations being conducted into uses of force, where there is a suspected violation of policy or procedure shall be allowed upon request to

1 privately view the video with a Guild representative prior to their interview concerning the alleged
2 misconduct. Review of video will generally not be allowed in advance of submitting routine reports.
3 Normally routine reports are those reports submitted by the employee prior to going off duty on the
4 shift during which the incident occurred or during the employee’s next scheduled shift.

5 **H.** Unless specifically negotiated otherwise or contradicted in a specific provision of
6 this Agreement, the 2005 King County Personnel Guidelines in effect on March 16, 2009, shall cover
7 all employees and classifications in this bargaining unit except with respect to promotional
8 procedures and with respect to the Guidelines deletion of the word “confidential” in section 13.5
9 describing the Employee Assistance Program.

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1 **ARTICLE 4: GUILD REPRESENTATION**

2 **Section 4.1. Appointment to Guild Position.** An employee elected or appointed to a Guild
3 office which requires a part or all of their time shall be given a leave of absence of up to one (1) year
4 without pay, upon application. This applies to only one (1) employee at any given time.

5 **Section 4.2. Business Leave Bank.** The Guild will establish a business leave bank for Guild
6 activity. The business leave bank hours shall be established through the deduction of two (2) hours
7 of vacation leave annually from each dues-paying member (excluding probationary employees).
8 Employees must inform payroll within two (2) weeks of the notice from the Guild if they wish to
9 have compensatory time or holiday leave used instead of vacation leave. Notification to the
10 employees of this option shall be the responsibility of the Guild. An employee who received a no-
11 pay based on Guild leave bank deductions will not be disciplined. The County agrees to administer
12 the business leave bank account, provided the Guild has the sole discretion to determine who may use
13 the business leave bank and under what circumstances. The release of employees for Guild business
14 leave shall not be unreasonably withheld as long as the employee provides the County with a
15 minimum of two (2) days of notice of intent to use Guild leave, except in emergencies at the request
16 of the Guild President with one (1) day of notice. Members of the Guild Board, inclusive of shift
17 representatives and executive officers, will not be required to work mandatory overtime if doing so
18 would prevent them from attending a Board meeting scheduled pursuant to this section, unless a non-
19 staffing related emergency is occurring. Based on the current business leave process, an employee
20 may request “Guild Business Leave” for Guild business, and each pay period Payroll will send a list
21 to the Guild to approve or deny. Should the Guild deny the use of Guild leave, the employee shall be
22 required to use their own vacation leave or compensatory time off.. An employee on approved Guild
23 business leave shall not be subject to discipline for going into a “no pay” status. Participating Guild
24 represented employees will not be required to use Guild leave to attend Labor/Management meetings.

25 **Section 4.3. Outside Agency Assignment.** An employee selected by the Department of
26 Adult and Juvenile Detention (DAJD) for temporary assignment of up to two (2) years with an

1 outside agency (including, but not limited to the State Academy, State Criminal Justice Training
2 Commission, or the National Institute of Corrections), shall continue to be covered by all applicable
3 Articles of this agreement.

4 The following restrictions shall be placed on assignments that involve personal services
5 contracts with outside agencies.

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

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

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

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

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

15 **Section 4.4. Guild Representatives.** The Department shall afford Guild representatives a
16 reasonable amount of time while in on-duty status to consult with appropriate management officials
17 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees
18 contact their immediate supervisors, indicate the general nature of the business to be conducted, and
19 request necessary time without undue interference with assignment duties. Time spent on such
20 activities shall be recorded by the Guild representatives on a time sheet provided by the supervisor.
21 Guild representatives shall guard against use of excessive time in handling such responsibilities.

22 **Section 4.5. Guild Leave Time.** Guild representatives shall indicate their use of Guild leave
23 time on absence request forms, utilizing appropriate codes, and indicating start and end times of
24 hours used. The Guild shall notify the County in advance of all employees who may be authorized to
25 use Guild leave on a regular basis, as well as notify the County when there are changes that make an
26 employee no longer eligible.

1 **Section 4.6. Seniority.** Seniority is established as the employee’s date of hire for all Officers
2 and the employee’s date of promotion for all Sergeants. For employees with the same date of hire the
3 following criteria will be used to determine seniority:

- 4 1st - Previous DAJD Service;
- 5 2nd - Previous WSCJTC or DOC corrections officer academy graduation date;
- 6 3rd - Previous other adult corrections experience;
- 7 4th - Previous other law enforcement experience;
- 8 5th - Previous King County employment;
- 9 6th - Approved for hire date;
- 10 7th - Application submittal date; and
- 11 8th - Names randomly drawn by the Guild President during an open meeting.

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

15 Employees in a no-pay status for more than ninety (90) consecutive days will have their
16 seniority date adjusted day for day starting on the ninety-first (91st) day. This will cause the employee
17 to fall from an earlier seniority date to a later one. In this instance when an employee falls from an
18 earlier seniority date to a later one resulting in a tie, the employee falling from above will be placed
19 above others with the same seniority. However, an employee who is on an approved worker’s
20 compensation claim shall continue to accrue seniority as normal. Employees who are pending
21 approval for worker’s compensation shall have any lost seniority reinstated if the claim is approved,
22 but the application of any benefits by seniority shall not be retroactive.

23 For employees who leave the bargaining unit for more than two (2) years their seniority date
24 will be the date of their return to the bargaining unit. For employees who leave the bargaining unit
25 for two (2) years or less, they will retain their seniority date, but the number of days out of the
26 bargaining unit will be deducted. This will cause the employee to fall from an earlier seniority date

1 to a later one. In this instance when an employee falls from an earlier seniority date to a later one
2 resulting in a tie, the employee falling from above will be placed below others with the same
3 seniority.

4 A sergeant may request to voluntarily self-demote back to an officer when an officer vacancy
5 exists. Sergeants who are voluntarily or involuntarily demoted or who bump into an officer position
6 through the Reduction-in-Force process shall combine both Officer and Sergeant seniority (original
7 date of hire subject to above adjustments). Sergeants who are recalled through the Reduction-in-
8 Force process shall have their seniority include any previous time spent as Sergeant.

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

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1 **ARTICLE 5: HOLIDAYS**

2 **Section 5.1. Observed Holidays.** The Parties shall observe the following paid holidays:

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4 New Year's Day	January 1
5 Martin Luther King Jr. Day	third Monday of January
6 President's Day	third Monday of February
7 Memorial Day	last Monday of May
8 Juneteenth	June 19
9 Independence Day	July 4
10 Labor Day	first Monday of September
11 Veteran's Day	November 11 (or day of observance as outlined below)
12 Indigenous Peoples' Day	Second Monday in October
13 Thanksgiving Day	fourth Thursday of November
14 Day after Thanksgiving Day	the Friday following Thanksgiving Day
15 Christmas Day	December 25

16

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

18 If November 11 falls on a Sunday, Veteran's Day shall be observed on the following Monday.

19 **Section 5.2. Holiday Observance.** All employees shall take holidays on the day of
 20 observance unless their work schedule requires otherwise, in which event they shall either be paid for
 21 the holiday or, if mutually agreed to by the employee and management, may be scheduled the same
 22 as a vacation day. If the holiday falls on an employee's furlough day and the employee does not
 23 work that day, employee shall accrue 8.17 hours of holiday leave.

24 **Section 5.3. Existing Holiday Banks.** A maximum of 49.02 hours may be carried over from
 25 one calendar year to the next in an employee's holiday leave bank. For employees who are required
 26 to have 49.02 hours or less in their bank at the beginning of a calendar year any hours in excess of

1 49.02 at the end of that calendar year shall be paid in cash. For employees who are grandfathered and
2 allowed to have more than 49.02 hours in their bank at the beginning of a calendar year, those hours
3 above the maximum (49.02) must be reduced by 10% during that calendar year or the remainder of
4 that 10% shall be paid in cash at the end of that calendar year. For the purposes of this section, “the
5 end of the calendar year” shall indicate the end of the pay period that contains December 31, and “the
6 beginning of the calendar year” shall indicate the start of the first full pay period of the new year.

7 **Section 5.4. Personal Holidays.** Each employee shall receive two (2) additional personal
8 holidays to be administered through the vacation plan as follows: employees active on January 15th
9 shall receive two personal holidays to be added to their vacation bank on the paycheck that includes
10 February 1st. New employees who are hired on or before November 15th shall receive two (2)
11 personal holidays to be added to their vacation bank on the last day of the first pay period following
12 their date of hire. These days can be used in the same manner as any vacation day earned. In no
13 event shall there be more than two personal holidays awarded per year.

14 **Section 5.5. Holiday Time Accrual.** An employee’s paycheck will reflect the accrual of
15 holiday time.

16 **Section 5.6. Holiday Premium Pay.** Employees whose work shift begins on the observed
17 holidays set forth in Section 5.1 above, shall receive time-and-one-half (1.5) their Base Rate of pay
18 for all hours worked as a holiday premium in addition to the holiday compensation described in
19 Section 5.2.

20 **Section 5.7. Eligibility.** In order to be eligible for holiday pay or accrual, the employee must
21 be in a paid status on the last regularly scheduled shift prior to and the first regularly scheduled shift
22 after the holiday.

1 ARTICLE 6: VACATION

2 Section 6.1. Accrual Rates.

3 A. Benefit eligible full-time employees working forty (40) hours per week, shall
4 accrue vacation leave benefits as described in and further qualified by this section. Employees shall
5 receive vacation leave benefits based on an hourly accrual rate for each hour in pay status exclusive
6 of overtime up to the maximums indicated in the table below.

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

26 B. Part-time benefit eligible employees shall accrue vacation leave in accordance with

1 the vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual
2 rates shall be prorated (less overtime) to reflect their normally scheduled workweek.

3 C. Employees eligible for vacation leave shall accrue vacation leave from their date
4 of hire. Employees shall not use or be paid for vacation leave until it has accrued, and is reflected on
5 the employee's pay stub, and such use or payment is consistent with the provisions of this section.

6 D. Full-time benefit eligible employees may accrue up to sixty (60) (490.2 hours for
7 employees working 8.17 hours per shift) days of vacation leave per year. Part-time benefit eligible
8 employees may accrue vacation leave up to sixty (60) (490.2 hours for employees working 8.17 hours
9 per shift) days per year prorated to reflect their normally scheduled workweek. Such employees shall
10 use vacation leave beyond the maximum accrual amount prior to the end of the pay period that
11 includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual
12 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
13 Director or designee has approved a carryover of such vacation leave because of cyclical workloads,
14 work assignments or other reasons as may be in the best interest of the County. The maximum
15 vacation accrual amount established in this paragraph shall apply to vacation accruals as of the
16 effective date of this new benefit, as described in Section 6.1(A) above.

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

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

26 G. Vacation leave may be used in fifteen (15) minute increments (unless leave usage

1 is for a full day or will exhaust an employee’s leave balance), at the discretion of the
2 Director/designee.

3 **H.** In cases of separation from County employment by death of an employee with
4 accrued vacation leave and who has successfully completed their first year of County service,
5 payment of unused vacation leave up to the maximum accrual amount shall be made to the
6 employee’s estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

11 **Section 6.2. Vacation Scheduling.**

12 **A.** Vacation preference requests for a period beginning April 1st and ending the
13 following March 31st, will be processed after annual rotation with a goal of being completed by the
14 end of February preceding the twelve (12) month period during which the vacation is being requested
15 in order to receive scheduling preference. Vacation preference requests shall be granted based upon
16 seniority within each shift, provided that essential facility operations are properly staffed at all times.
17 Employees shall be advised by April 1st regarding approval or disapproval of their requests.
18 Vacation approved through the annual bid may not be converted to compensatory time off.

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

	<u>KCCF</u>		<u>N.M. RJC</u>
21	First Shift	10	First Shift 7
22	Second Shift	10	Second Shift 5
23	Third Shift	8	Third Shift 4
24	Fourth Shift	5	Fourth Shift 3
25	<i>(Court Detail)</i>		

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

3 490 FTE's = 49 total vacation slots

4 490.1 FTE's = 50 total vacation slots

5 500 FTE's = 50 total vacation slots

6 500.1 FTE's = 51 total vacation slots

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

10 **B.** All vacation requests after annual bidding is completed shall be requested for
11 approval from the Department at least seventy-two (72) hours prior to the time being requested in
12 order to have consideration based upon available leave slots. Any requests within seventy-two (72)
13 hours of the start of the shift or during the shift shall be reviewed for approval on a case-by-case basis
14 based on available leave slots per current practice and shall be approved unless the approval would
15 result in mandatory overtime. All requests for vacation leave must be approved by a Supervisor
16 authorized to approve leave requests.

17 **C.** Positions that are not backfilled for shall not count against the vacation leave slots
18 (for example: Policy and Procedures). Employees on approved Guild Leave shall not count against
19 the vacation leave slots.

20 **D.** Employees who are transferred involuntarily, and who have already had their
21 vacation requests approved, will be allowed to retain that vacation period regardless of their seniority
22 within the shift to which they are transferred.

23 **E.** Employees who are determined to have inadequate leave hours available to use for
24 annual vacation bids will be notified of their deficiency and the Department will cancel their annually
25 bid vacation period. The vacant leave slots created due to this cancellation will be offered to the next
26 employee on the wait list, or posted up for all eligible employees to request.

1 F. Employees wishing to cancel vacation days that were obtained as a result of annual
2 vacation bidding must notify the Department of cancellation at least seventy-two (72) hours prior.
3 This requirement does not negate an employee’s ability to cancel particular days only of annually bid
4 vacation periods; but will support the Department’s efforts to re-distribute available leave slots to
5 employees on the stand-by list, or to post up for all eligible employees to request.

6 Exceptions to the seventy-two (72) hour rule will be granted if:

- 7 1. Cancelling scheduled vacation would reduce/eliminate overtime for the shift.
- 8 2. Cancelling scheduled vacation would allow another employee on the wait list (in order) to
9 take leave, or another employee to take leave when no one is on the wait list, or
- 10 3. Cancelling scheduled vacation would prevent the employee from going into a no-pay
11 status.

12 **Section 6.3. Transfers.** If an employee with approved vacation voluntarily transfers to
13 another assignment at a time other than annual rotation, their vacation request shall be cancelled.
14 Employees will be notified of this policy prior to approval of the transfer request. The employee
15 must submit a new vacation request upon transfer. Such request will be evaluated based on vacation
16 availability at the new assignment.

17 **Section 6.4. Vacation Cancellation.** If the Department cancels an employee’s vacation once
18 it has been approved and affected employee has incurred non-refundable expenses in planning for
19 said vacation, the employee shall be reimbursed for any non-refunded expenses incurred by the
20 employee. This shall include any additional costs incurred by the employee in returning home early
21 to report to work. This reimbursement shall be conditioned on the employee informing the
22 Department at the time of cancellation notification of the potential non-refundable expenses.

1 **ARTICLE 7: SICK LEAVE**

2 **Section 7.1. Accrual Rates.** Comprehensive leave eligible employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour in pay status, exclusive of overtime, up to a
4 maximum of 3.771 hours per bi-weekly pay period unless additional leave is required by law. An
5 employee is not entitled to sick leave until the first day after the end of the pay period in which it was
6 accrued.

7 **Section 7.2. Vacation as Extension of Sick Leave.** Employees eligible to accrue vacation
8 leave may, with prior approval from the Director’s/designee, use any accrued days of vacation leave
9 as an extension of sick leave. If vacation is approved as an extension of sick leave during the first
10 year of employment, and the employee does not work a full year, any vacation leave used for sick
11 leave must be reimbursed to the County upon termination. The terms of this provision do not apply
12 to employees using accrued vacation leave for a qualifying event under the Washington Family Care
13 Act.

14 **Section 7.3. Increments of Use.** Sick leave may be used in fifteen (15) minute increments
15 (unless leave usage is for a full 8.17 hour day or will exhaust an employee’s leave balance).

16 **Section 7.4. Notice.** Sick calls for all foreseeable absences must be made prior to the shift
17 start time, in accordance with current practice, to facilitate adequate time to seek volunteers to cover
18 posts that must be backfilled. For non-foreseeable absences, sick call must be made as soon as
19 possible before the start of the shift, unless it is not practicable for the employee to do so.

20 **Section 7.5. Limit.** There is no limit to the hours of sick leave accrued by an employee
21 eligible for comprehensive leave benefits.

22 **Section 7.6. Administration of Benefit.** Management is responsible for the proper
23 administration of this benefit, in compliance with King County Ordinances, Washington Law, and
24 Federal law.

25 **A.** Employees shall complete an absence request form on the first day back to work
26 after an illness. Employees may be required to provide a physician’s verification (using currently

1 approved forms) for any absence of more than three (3) consecutive work days if there is a specific
2 concern regarding the validity of an employee’s absence or ability to safely return to work.

3 **B.** It shall be the employees’ responsibility to notify the Department when submitting
4 their required leave request forms if the leave is for a Family Medical Leave (FML) qualifying event.
5 If sick leave is used, a statement explaining the requirement for said leave shall be included with the
6 absence request form.

7 **C.** If verification of illness is required for an employee’s absence exceeding three (3)
8 consecutive work days, the Department will make a reasonable effort to inform the employee of the
9 need for such verification prior to their return to work. If verification is required, the employee shall
10 present the verification upon their return to work, except, the employee will be given up to ten (10)
11 calendar days following the first day upon which the employee used paid sick leave to provide the
12 verification if the employee was not notified during the illness of the requirement to provide
13 verification. If the County requires verification and the employee anticipates that the requirement
14 will result in an unreasonable burden or expense, the employee may provide an oral or written
15 explanation asserting that the employee’s use of paid sick leave was for an authorized purpose and
16 describing how the County’s verification requirement creates an unreasonable burden or expense on
17 the employee. The County shall consider the employee’s explanation as required by Washington law.
18 The County shall not require that the verification provided by the employee explain the nature of the
19 employee’s condition. The County shall treat any health information about an employee or an
20 employee’s family member in a confidential manner.

21 **D.** Except in extraordinary circumstances, failure to notify an employee prior to their
22 return to work relieves the employee of the responsibility to provide medical verification of illness, if
23 so requested. “Extraordinary circumstances” for the purpose of this Article includes weekends or
24 holidays where administrative staff is not on duty to evaluate sick leave use.

25 **E.** In addition, after an absence of more than three (3) consecutive workdays, the
26 County may require the employee to submit a FMLA/KCFML certification for leaves that may

1 qualify as family medical leave pursuant to this Article. The limitations stated above regarding
2 verification of illness apply to the County’s request for an FMLA/KCFML certification.

3 **Section 7.7. Separation from County Employment.**

4 A. Separation from or termination of County employment except by reason of
5 retirement or layoff due to lack of work, funds, or efficiency reasons, shall cancel all sick leave
6 accrued to the employee as of the date of separation or termination. Should an employee return to
7 County employment within two (2) years of separation or termination, accrued sick leave shall be
8 restored.

9 B. Employees eligible for comprehensive leave benefits and who have successfully
10 completed at least five (5) years of County service and who retire as a result of length of service or
11 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title
12 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick
13 leave multiplied by the employee’s Base Rate in effect upon the date of leaving County employment,
14 less mandatory withholdings. This pay out shall be in accordance with the Voluntary Employee
15 Beneficiary Association (VEBA) as long as such remains accepted by the members of this bargaining
16 unit. Retirement as a result of length of service means an employee is eligible, applies for and begins
17 drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon
18 terminating County employment. If a retiree who cashes out their sick leave is rehired, that employee
19 is not entitled to have any sick leave restored.

20 **Section 7.8. Reasons for Use.** Accrued sick leave may be used for the following reasons:

21 A. For self-care or to care for a family member due to mental or physical illness,
22 injury, or health condition, to obtain medical diagnosis, care, or treatment of a mental or physical
23 illness, injury, or health condition; or to receive preventive medical care;

24 B. For family and medical leave available under federal law, state law or as provided
25 for under King County Code, as amended;

26 C. When the employee’s workplace has been closed by order of a public official for

1 any health related reason, or when the employee’s child’s school or place of care has been closed by
2 order of a public official for any health-related reason;

3 **D.** For absences that qualify for leave under the domestic violence leave act, RCW
4 49.76; or

5 **E.** To increase the employee’s or a family member’s safety when the employee or the
6 employee’s family member has been a victim of trafficking under RCW 9A.40.100.

7 **Section 7.9. Definition of Family Member.** For purposes of paid sick leave, “family
8 member” is:

9 **A.** A child, including a biological, adopted or foster child, stepchild, or a child to
10 whom the employee stands in loco parentis, is legal guardian, or is a de facto parent, regardless of age
11 or dependency status, or the child of the employee’s domestic partner;

12 **B.** The parent of an employee, employee’s spouse or employee’s domestic partner.
13 Parent includes a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an
14 employee or the employee’s spouse or registered domestic partner, or a person who stood in loco
15 parentis when the employee was a minor child;

16 **C.** a spouse; domestic partner; a grandparent; a grandchild; or a sibling.

17 **Section 7.10. Worker’s Compensation Payments and Leave Use.** If an injury or illness is
18 compensable under the County’s workers compensation program, then the employee has the option to
19 augment or not augment wage replacement payments with the use of accrued leave. An employee
20 may not simultaneously collect leave and worker’s compensation payments in a total amount greater
21 than the regular pay of the employee. An employee may not collect workers’ compensation wage
22 replacement pay, or augmented leave, for physical incapacity due to any injury or occupational
23 illness that is directly traceable to employment other than with the County.

24 **Section 7.11.** Use of paid sick leave as provided in this Agreement shall not lead to or result
25 in discipline of any employee. The County shall not discriminate or retaliate against any employee
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1 for the employee’s use of paid sick leave as provided in this Agreement, Washington law, or Federal
2 law.

3 **Section 7.12. Bereavement Leave.**

4 **A.** Full-time comprehensive leave eligible employees shall be entitled to up to five (5)
5 days (maximum 40.85 hours for employees on an 8.17 hour work day, and pro-rata for part-time) of
6 bereavement leave per death of a qualifying member of the employee’s immediate family.

7 Bereavement leave must be taken within one (1) year from the date of the qualifying death.

8 **B.** Use of additional paid vacation leave, compensatory time, or unpaid leave may be
9 requested as an extension of bereavement, and approved based on operational needs.

10 **C. Immediate Family for Purposes of Bereavement Leave.** Immediate family shall
11 be defined as:

- 12 1. spouse or domestic partner; or
- 13 2. legal guardian, ward, or any person whom the employee has legal custody;

14 and

15 3. the following family members of the employee, the employee’s spouse, or
16 the employee’s domestic partner:

- 17 a. a child;
- 18 b. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a
19 person who stood or stands in loco parentis);
- 20 c. a grandparent;
- 21 d. a child-in-law;
- 22 e. a grandchild; or
- 23 f. a sibling.

24 **D.** When an observed holiday occurs during the leave, the absence shall be recorded
25 as holiday leave and not as bereavement leave.

26 **E.** Written verification for bereavement leave may be required by management.

1 **Section 7.13. Federal Family and Medical Leave Act (FMLA) Entitlement.** As provided
2 for in the FMLA, an eligible employee may take up to a combined total of twelve (12) weeks of leave
3 for their own serious health condition (as defined by the FMLA) and for the birth or placement by
4 adoption or foster care of a child, or for the serious health condition of an immediate family member
5 (an employee’s child, spouse or parent), within a twelve (12) month period. To be eligible for FMLA
6 leave, an employee must have been employed by the County for twelve (12) months or more and
7 have worked a minimum of one thousand, forty (1040) hours in the preceding twelve (12) months.
8 The leave may be continuous or intermittent. The leave shall run concurrently with King County
9 Family Medical Leave benefit below.

10 **Section 7.14. King County Family and Medical Leave (KCFML) Entitlement.** KCFML
11 is available to all employees pursuant to King County Code 3.12.221, as amended.

12 **Section 7.15.** KCFML leave may be continuous (which is consecutive days or weeks), or
13 intermittent (which is taken in whole or partial days as needed). Intermittent leave is subject to the
14 following conditions:

15 **A.** When leave is taken after the birth or placement of a child by adoption or foster
16 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
17 the Department Director or designee;

18 **B.** An employee may take leave intermittently or on a reduced schedule when
19 medically necessary due to a serious health condition of the employee or family member of the
20 employee. If this leave is foreseeable based on planned medical treatment, the Department Director
21 or their designee may require the employee to transfer temporarily to an available alternative position
22 for which the employee is qualified and that has equivalent pay and benefits and that accommodates
23 recurring period of leave.

24 **Section 7.16. Washington Family Care Act.** An employee may use accrued vacation or
25 sick leave for a qualifying event under the Washington Family Care Act.

26 **Section 7.17. Accrued Leave Usage.** An employee shall not be required to use all of their

1 accrued sick leave, and any donated sick leave before taking unpaid leave for their own health
2 reasons, at such time the employee begins utilizing short-term disability benefits. For a leave for
3 family reasons, the employee shall choose at the start of the leave whether the particular leave would
4 be paid or unpaid; but when an employee chooses to take paid leave for family reasons they may set
5 aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all
6 of their sick leave may use accrued vacation leave before going on leave of absence without pay, if
7 approved by the Director or designee, or as provided by Federal law. Use of donated leave shall be
8 counted against the employee's leave entitlement under King County Family and Medical Leave.

9 **Section 7.18.** In the application of any of the foregoing provisions, when a qualifying, paid
10 holiday or furlough day falls within the prescribed period of absence, it shall not be charged against
11 sick leave accrual.

12 **Section 7.19. Concurrent Running of Leave.** To the extent permitted by law, the leaves
13 outlined in this Agreement (including leave for industrial injury) shall run concurrently.

14 **Section 7.20. Special Sick Leave.** All newly hired Corrections Officers shall be provided
15 with thirty (30) days (245.1 hours for employees working 8.17 hour work shifts) special sick leave,
16 which shall be used only to supplement the employee's industrial insurance benefit should the
17 employee be injured on the job during their first calendar year on the job. The special sick leave shall
18 not be used until three (3) days (24.51 hours for employees working 8.17 hour work shifts) of regular
19 sick leave have been used for each instance of on the job injury. After the first three (3) days (24.51
20 hours for employees working 8.17 hour work shifts) of leave, the employee must use special sick
21 leave prior to using regular sick leave when on an FMLA qualified industrial injury leave. During
22 the second year of employment, and for all succeeding years, all employees shall be provided with
23 twenty (20) days (163.4 hours for employees working 8.17 hour work shifts) special sick leave which
24 shall only be utilized in the circumstances as herein described. Special sick leave is non-cumulative
25 but is renewable annually.

26 **Section 7.21. Organ Donor Leave.** Employees shall be eligible for organ donor leave

1 consistent with King County Code 3.12.215, as amended.

2 **Section 7.22. Paid Parental Leave.** Paid Parental Leave shall be granted to Employees
3 pursuant to King County Code Section 3.12.219 and 3.12.221, as amended.

4 **Section 7.23.** Pre-scheduled use of sick leave for medical appointments shall not count
5 against leave slots.

6 **Section 7.24.** Employees needing to attend medical appointments, but who have exhausted
7 their sick leave due to an on-the-job-injury (OJI) or FMLA/KCFML certified reasons may use any
8 available leave banks or compensatory time off (CTO), or leave without pay if they have no leave
9 balances, to attend these appointments. Medical documentation may be required to be submitted to
10 DAJD Human Resources upon return to work after these appointments. Such employees may use
11 vacation leave, holiday leave, or CTO for all follow-up appointments related to the OJI or
12 FMLA/KCFML.

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ARTICLE 8: DONATED LEAVES (to be implemented prospectively on January 1, 2023)

8.1. No Solicitation. All donations made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving money or any other compensation or benefits in exchange for a donation of leave hours.

8.2. Approval for Donations. Donations require written approval from the comprehensive leave eligible donating and receiving employees' directors. If approved, the donated leave will be available the next full pay period after notification of the donation is received by Payroll from the Department of Human Resources (DHR).

8.3. No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts and restorations.

8.4. No accruals on donated leave. Vacation and sick leave will not accrue on donated leave as it is used.

8.5. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

A. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave) and compensatory time to use donated leave.

B. The receiving employee can only use donated leave for KCFML and FMLA qualifying reasons.

C. The leave for which the employee is requesting donations must be anticipated to be at least one regular workweek or more.

D. Vacation leave hours. Donated vacation will be converted to sick leave and placed in the receiving employee's donated sick leave bank. The amount of vacation cannot exceed the donating employee's leave accrual balance at the time of donation.

E. Sick leave hours. An employee is limited to donating a total of 25 hours of accrued sick leave per calendar year, provided the donating employee's sick leave balance will be 100 hours or more following the donation.

1 **8.6. Calculation of Donated Leave.** All donated leave hours shall be converted to a dollar
2 value base on the donor’s straight time base hourly rate at the time of the donation. The dollar value
3 will then be divided by the receiving employee’s straight time base hourly rate to determine the
4 actual number of hours received and placed in the receiving employee’s donated sick leave bank.

5 **8.7. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**
6 **Employee Donations.**

7 **A.** A comprehensive leave eligible employee may donate a portion of their accrued
8 vacation and/or sick leave hours, as provided under Subsections 8.5 D. and E. above, to another
9 comprehensive leave eligible employee.

10 **B.** Donation limits, as provided under Subsections 6.6 D. and E. above, are exclusive
11 of donations to the Emergency Medical Leave Fund under 8.8.

12 **C. No Reversion of Donated Leave.** Donated leave hours remain with the recipient
13 and do not revert to the donor.

14 **8.8. Comprehensive Leave Eligible Employee donations to an Emergency Medical**
15 **Leave Fund – Pilot Program.**

16 **A.** The County will create a pilot program whereby a comprehensive leave eligible
17 employee may donate a portion of their accrued leave hours (e.g. vacation and/or sick leave) to an
18 “Emergency Medical Leave Fund” (Fund) that is managed by the Department of Human Resources.
19 At the County’s discretion, the pilot program can either be continued as a regular program or
20 discontinued upon 30-day written notice to the Guild.

21 **B. Donation of Vacation hours.** An employee is limited to donating 80 hours of
22 accrued vacation per calendar year to the Fund unless the employees’ department directors approve a
23 greater amount.

24 **C. Process and Conditions to receive hours from the Emergency Medical Leave**
25 **Fund.**

26 **1.** The comprehensive leave eligible employee must submit a request to DHR

1 for hours.

2 2. The maximum donation an employee can receive per calendar year is up to
3 80 hours or 81.7 hours based on the employee’s normally scheduled hours during the biweekly pay
4 period.

5 3. Hours will be distributed on a first come first serve basis and only awarded
6 prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay
7 status).

8 4. Given there is only a finite number of dollars in the Emergency Medical
9 Leave Fund, there is no guarantee that hours will be awarded.

10 **D. No reversion of donated leave.** Donated hours not used by the receiving
11 employee within 60 calendar days of being awarded will be returned to the Emergency Medical
12 Leave Fund and do not revert to the donor.

13 **8.9. Donation of Vacation Leave or Compensatory Hours to Nonprofit Organizations.**

14 The executive may implement a process providing the opportunity for comprehensive leave eligible
15 employees to convert accrued vacation leave or accumulated compensatory hours, or both, into a cash
16 donation. This process must conform to KCC 3.12.222, as amended.

17 **8.10. Donation to an Account or Program to Benefit Children of Deceased Employee.** If

18 an employee dies during employment, the executive may implement a process providing a one-time
19 opportunity to allow comprehensive leave eligible employees to convert either accrued vacation leave
20 or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased
21 employee who are under 23 years old at the time of the employee’s death. This process must
22 conform to KCC 3.12.224, as amended.

ARTICLE 9: WAGE RATES

Section 9.1. 2022-2024 Wage Rates. The following wage increases shall be applied:

- Effective January 1, 2022, the base wage rates of bargaining unit employees in effect December 31, 2021, shall be increased by 5%.
- Effective January 1, 2023, the base wage rates of bargaining unit employees in effect December 31, 2022, shall be increased by 6%.
- Effective January 1, 2024, the base wage rates of bargaining unit employees in effect December 31, 2023, shall be increased by 4%.

These wage increases are reflected in the wage rates listed in Addendum A.

Section 9.2. One-time Bonus. A one-time bonus equivalent to 1.5% of employee’s gross 2021 wages (based on the 2021 W-2) payable to all employees who are current/active County employees as of the date of full and final ratification by ordinance of the King County Council, and prior employees who retired or were medically separated as of January 1, 2022, or thereafter.

Section 9.3. Working Out of Classification. Whenever an employee is assigned, in writing, by the Department Director or designee, to perform the duties of a higher paid classification, that employee shall be paid five percent (5%) over their Base Rate received prior to the assignment, for all time spent while so assigned. Sergeants working in the capacity of Acting Shift Commander shall be compensated at the rate of Step 1, of the Captain’s pay range.

Section 9.4. Field Training Officer (FTO) Pay. Employees assigned, in writing, by the Department Director or designee to perform FTO duties, shall be compensated at a rate which is five percent (5%) greater than their Base Rate of pay for all time so assigned.

Section 9.5. Firearms Qualified Premium.

A. All bargaining unit employees that are gun qualified shall receive a premium of three point thirty-three percent (3.33%) of their Base Rate.

B. The Department shall determine the number of employees that may be gun qualified. Provided, however, that the Department will not limit the number of Sergeants that may

1 attempt to become qualified for the firearms premium. Further agreement on the subject of Firearms
2 Re-Qualification is attached hereto as Appendix 1.

3 **Section 9.6. Free Parking.** The County shall provide free parking in a King County garage
4 for all employees regardless of their work location. Free parking is provided only to employees who
5 are parking in connection with their work.

6 **Section 9.7. No Pay Periods and Incentive Pays.** For pay periods where employees
7 experience leave without pay, no incentives shall apply to actual hours spent in no pay status.

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1 **ARTICLE 10: OVERTIME AND DEFINITIONS**

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

6 **Section 10.1. Definitions.**

7 **A. Base Rate:** An employee's hourly wage as listed under Addendum A and based on
8 current step, excluding any and all premium pays or other wage modifiers. Wherever this Agreement
9 calls for any multiplier of pay it shall be paid using the employee's Base Rate, unless the Article
10 specifically states otherwise, or the Fair Labor Standards Act (FLSA) requires a higher method of
11 compensation.

12 **B. Regular Rate:** That rate required under the FLSA when computing FLSA-
13 qualified overtime.

14 **C. Contract Overtime:** Overtime required under the terms of the collective bargaining
15 agreement but not required under the FLSA.

16 **D. FLSA Overtime:** Overtime required under the FLSA whether or not required
17 under the collective bargaining agreement.

18 **Section 10.2. Payment Rate.**

19 **A. Contract Overtime.** For Contract Overtime, Corrections Officers and Sergeants
20 shall be paid at the rate of time-and-one-half (1.5) their Base Rate for all hours paid in excess of their
21 regularly scheduled shift, inclusive of a one-half (1/2) hour meal period, or when working on a
22 furlough day, consistent with the other provisions of this Article.

23 **B. FLSA Overtime.** For FLSA Overtime, Officers and Sergeants shall be paid their
24 hours worked, plus one-half (0.5) the FLSA rate (also known as the regular rate). FLSA Overtime
25 compensation shall include all remuneration required under the FLSA which includes, but is not
26 limited to, the Base Rate, firearms qualification, educational incentive, language translation, FTO,

1 work in higher classifications, and longevity compensation provided for under this Agreement.

2 **Section 10.3.** Employees will be paid overtime for actual hours worked in excess of their
3 regularly scheduled shift as long as the extra hours are performed consecutively (immediately before
4 or after, with no break in time) to the work shift. Otherwise, the regularly scheduled weekly
5 threshold will be used.

6 **Section 10.4.** Overtime shall not be submitted or paid for work of less than five minutes
7 beyond a full shift. The County and the Guild agree that such time is *de minimis* and, therefore is not
8 compensable under either the FLSA or the Minimum Wage Act. For overtime worked of five (5)
9 minutes or more, the following rules shall apply:

10 **A.** Five (5) minutes or more, up to fifteen (15) minutes, will be compensated as
11 fifteen (15) minutes of overtime.

12 **B.** Sixteen (16) minutes or more shall be compensated minute-for-minute.

13 **Section 10.5.** The Court Detail and Special Assignments whose hours are generally Monday-
14 Friday, 0830 - 1630, shall be allowed to attend to doctors/medical appointments in increments of less
15 than 8 hours and have said hours treated as “hours worked” for purpose of determining overtime
16 eligibility.

17 **Section 10.6. Callout.** A minimum of four (4) hours at the overtime rate shall be allowed for
18 each callout. Callouts are mandatory, unscheduled/unexpected orders to return to work. Where such
19 overtime worked exceeds four (4) hours, the actual hours worked shall be paid at the overtime rate.
20 The provisions of this section apply only when an employee, without prior notice, is required to
21 return to work during a time they are not scheduled to work. This does not include scheduled
22 overtime, meetings, and training sessions requiring a return to work, provided that employees who
23 are assigned to a shift in which the majority (i.e., five (5) hours) of working hours falls between 11:00
24 p.m. and 7:00 a.m. shall receive a minimum of two (2) hours at time-and-one-half (1-1/2 X) their
25 Base Rate for meetings and/or training sessions. If the callout is worked immediately prior to or
26 immediately after the normal scheduled shift, such callout is considered a shift extension/or

1 “consecutive hours” worked, not a callout.

2 **Section 10.7. Overtime Authorization.** All overtime shall be authorized by the Department
3 Director or designee in writing. Saturday and Sunday work is not overtime when it is a regularly
4 scheduled workday. If an employee works overtime, the employee must submit a completed
5 overtime sheet to their supervisor by the end of the employee’s overtime shift. If the employee’s
6 overtime shift is worked at a location other than the King County Correctional Facility (KCCF) or
7 Maleng Regional Justice Center (MRJC), the employee must submit a completed time sheet to their
8 supervisor within seventy-two (72) hours after the close of shift on which the overtime was worked.
9 Employees who choose compensatory time for overtime in an Acting Assignment shall receive time-
10 and-a-half at their usual (not Acting) rate.

11 **Section 10.8. Voluntary Overtime Distribution.** Overtime shall be distributed to
12 employees who have signed up to work overtime as follows:

13 A. The County will make a reasonable effort to offer overtime to the qualified
14 employee with the fewest number of overtime hours worked in the calendar year.

15 B. The Department may schedule overtime assignments for shift vacancies three (3)
16 days in advance, drawing from the overtime sign up lists and using the lowest year to date overtime
17 hours three (3) days prior to the vacant shift. Vacant shifts in excess of employees signed up on the
18 list, or within three (3) days of the vacancy may be filled by available volunteers. If more than one
19 employee volunteers for the same shift vacancy during this period, lowest year to date overtime hours
20 will be used to determine assignment.

21 **Section 10.9. Court Detail Overtime.** Any court detail assignment that will extend past the
22 normal 17:00 end of shift work will be assigned to second shift and that shift will be responsible for
23 filling the assignment with current staff or overtime consistent with this agreement. Any hospital or
24 clinic assignments scheduled to extend beyond 14:20 will be filled by second shift. Court detail
25 officers will generally not be subject to mandatory overtime past 17:00 hours, when first or second
26 shift employees are available, and more junior.

1 **Section 10.10. Same Day Overtime and Leave Use.** It is agreed that regular and reliable
2 attendance is a requirement of employment. As such, employees shall be prohibited from working
3 overtime and taking leave for their normally scheduled shift of the same day, unless making an
4 exception to this rule would benefit the County and employees by preventing an employee from
5 being mandatoried on overtime.

6 **Section 10.11. Mandatory Overtime.** Mandatory overtime shall be defined as anytime an
7 employee is directed by their supervisor not to leave work at the end of their shift or if the employee
8 is required to stay five (5) minutes or longer after their shift (resulting in overtime) as a result of late
9 relief.

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

16 In cases where all eligible officers have worked mandatory overtime during the ten (10) day
17 period, mandatory overtime assignment shall be based first on number of times hit for mandatory
18 overtime (Example, all eligible shall be hit once before any are hit twice), with reverse seniority as
19 the tiebreaker. Sergeants will not be required to work mandatory overtime more than once in a ten
20 (10) day period. Sergeants may be mandatoried to fill an Acting Shift Commander vacancy once in
21 the same ten (10) day period as above, where no Captain can be utilized. A Sergeant who is
22 mandatoried a maximum of twice with the above combination of Sergeant and Acting Shift
23 Commander shall be paid double time for the second mandatory assignment.

24 **B. Mandatory Overtime before Furlough and Leave Days.** No employee shall be
25 considered for mandatory overtime as an extension of an employee’s last shift prior to (1) the
26 employee’s furlough days (weekends) or (2) pre-approved leave of a full day or more in duration.

1 **C. Voluntary Overtime Before Furlough.** If an employee volunteers to work
2 overtime as an extension to the last shift prior to their furlough days, and it relieves another employee
3 from working mandatory overtime, it will count as mandatory overtime for the volunteer for the
4 purposes of the ten (10) day wheel.

5 **D. Release from Mandatory Overtime.** Whenever possible, employees shall be
6 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person
7 mandatoried shall be the first eligible to be relieved).

8 **E. Double Time for 2nd Occurrence of Mandatory Overtime.** Any employee
9 required to work mandatory overtime within ten (10) days of previously working at least one (1) hour
10 of mandatory overtime shall be paid double time for such mandatory overtime hours worked within
11 ten (10) days of the previous mandatory overtime.

12 **F. Tapping and Mandatory Overtime Out of Seniority Order.** The parties agree
13 that tapping is an undesirable, but, on occasion, a necessary practice. By agreeing to this Tapping
14 Rule the parties do not intend to increase the occasions on which employees are tapped. Unless an
15 employee is given oral or written notice prior to being relieved from duty (having left their post, or if
16 not assigned to a post, left their assigned work area or their shift starting-ending floor at the end of
17 their shift) that they may be held over to work mandatory overtime, the employee shall generally not
18 be required to work mandatory overtime even if the employee is still within the facility. When
19 Tapping is necessary, or when an employee is required to work mandatory overtime out of seniority
20 order, the employee will be paid an additional one-half time over and above the rate otherwise
21 required by this Agreement. Information on the occurrences of tapping will be available to the Guild
22 upon request. Employees given notice of a potential holdover are required to check in for mandatory
23 overtime before leaving the facility. Management will notify a reasonable number of employees of
24 possible mandatory overtime as early in the shift as possible.

25 **G. Mandatory Overtime Passes.** Each employee will be entitled to use up to two (2)
26 passes per calendar year when their name comes up next on the mandatory overtime list. This section

1 provides an opportunity for the employee to use up to two (2) passes per calendar year, but does not
2 guarantee that any requested pass will be allowed for the shift requested. Passes will be allowed on
3 the following basis:

- 4 1. No more than two (2) passes may be used on any one (1) shift, on a seniority
5 basis.
- 6 2. Use of a pass must be requested at the time of notification of mandatory
7 overtime, and the Captain will determine eligibility, no requests for passes will
8 be accepted after the schedule has been set by the Captain.
- 9 3. Passes may not be used on designated County holidays.
- 10 4. Passes may be denied if a shift commander deems an emergency requiring all
11 available officers.
- 12 5. Grievances of this sub-section shall be limited to Step 3 of the grievance
13 procedure.

14 **H. Employees working second shift shall not be required to work overtime pursuant to**
15 **this Article on the third shift the day before going on annual Military Leave in accordance with**
16 **Article 13.7.**

17 **I. Mandatory on Furlough.** An employee who works a voluntary overtime shift on
18 their furlough day shall not be required to work mandatory overtime on the shift immediately
19 following.

20 **Section 10.12. Cancellation of Overtime.** Employees shall provide at least eight (8) hours of
21 notice before cancelling their scheduled voluntary overtime shifts, with reasonable exceptions on a
22 case-by-case basis. Cancellation of more than three (3) scheduled overtime shifts in a two (2) week
23 period may result in an employee's removal from the voluntary overtime list for a reasonable period
24 not to exceed thirty (30) calendar days.

25 **Section 10.13. Court Appearances.** The following subsections depict the minimum
26 compensation for court appearances, pretrial hearings, or conferences. Any additional time beyond

1 the minimums will be compensated at the overtime rate, as appropriate, consistent with other
2 provisions in this Article.

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

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

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

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

14 **Section 10.14. Mileage Reimbursement for Court.** The current King County mileage rate
15 will not be paid for attendance at King County Courts.

16 **Section 10.15. Workweek Definition.** For the purpose of calculating FLSA overtime
17 compensation, the seven (7) day FLSA 7(k) work period shall begin at 12:00 a.m. on Saturday of
18 each week and continue for a total of seven (7) consecutive days through 11:59:59 p.m. the following
19 Friday.

20 **Section 10.16. Compensatory Time Plan.** In lieu of overtime pay, an employee may
21 request, in writing, compensatory time at the appropriate rate (straight-time, time-and-one half, or
22 double-time) for each hour of overtime that was worked, provided: all compensatory time use must
23 be authorized by Department management. Under normal conditions the following conditions will
24 apply to the use of compensatory time:

25 A. Each bargaining unit employee may accrue (earn) a maximum of eighty-two (82)
26 hours of compensatory time each year from any mix of voluntary or mandatory overtime. After that

1 82 hour maximum has been reached, each bargaining unit employee may continue to accrue
2 compensatory time in that year, but only for voluntary overtime, up to a maximum of one hundred
3 and twenty-two (122) hours. Employees who have accrued hours in their compensatory time bank
4 beyond these limits in the calendar year must take overtime compensation in cash, rather than in
5 compensatory time.

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

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

9 **D.** The County will provide accrued leave balances on paychecks.

10 **E.** With respect to the scheduling of compensatory time:

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

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

16 **3.** The scheduling of compensatory time shall use a leave slot pursuant to
17 Article 6, Section 6.2B.

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

20 **Section 10.17. Daylight Savings Adjustment.** The Department will pay overtime to all
21 employees who are required to work beyond their normal work hours to accommodate the fall
22 daylight saving adjustment period. Employees working during the spring daylight saving time
23 adjustment period will either take one (1) hour of vacation or compensatory time, or one hour of
24 leave without pay, to cover the reduction of their shift by one (1) hour.

1 **ARTICLE 11: HOURS OF WORK**

2 **Section 11.1. Hours of Work.** The working hours of full-time Corrections Officers and
3 Corrections Sergeants shall be equivalent to forty (40) hours and fifty (50) minutes per week (except
4 for those who are assigned to work 4/10's that total 40 hours and 40 minutes per week); provided that
5 for the purposes of the FLSA work period, the work period shall be seven (7) days pursuant to a 7(k)
6 exemption.

7 **Section 11.2. Assignment of Work Schedules.** Except as otherwise provided in Article 10
8 and Article 11, Section 11.3, the establishment of reasonable work schedules and starting times is
9 vested solely within the purview of Department management and may be changed from time to time
10 provided a two (2) week notice of change is given (or the employee voluntarily waives the notice
11 period), except in those circumstances over which the Department cannot exercise control. The
12 required two (2) week notification period shall not commence until the employee has received the
13 written notification (includes email) of the proposed change (or the employee voluntarily waives the
14 notice period. All such schedule changes (either with a notice period or with the employee waiving
15 the notice period) shall be accompanied with the Guild receiving notice of such change. In the
16 exercise of this prerogative, Department management will establish schedules to meet the dictates of
17 the workload, however, nothing contained herein will permit split shifts.

18 **Section 11.3. Schedule Changes Due to Training.** When it becomes necessary to alter
19 work schedules due to training, the Department shall be required to provide two (2) week's notice as
20 provided in Section 11.2, except in emergency, extraordinary or unforeseen circumstances. In the
21 event proper notice is not given, the affected employee shall have the option of refusing to attend the
22 training.

23 **Section 11.4. Rest and Meal Periods.** There shall be provided to each on-duty employee, at
24 employer expense, two fifteen (15) minute rest periods, inclusive of travel time, and a thirty (30)
25 minute meal break per shift, during which time the employee shall remain available for duty. One (1)
26 rest period shall be provided after approximately two (2) hours of the shift have elapsed, the other

1 after approximately six (6) shift hours have elapsed. The meal break and meal shall be provided at
2 the approximate midpoint of the shift.

3 Employees are paid for the meal period and may be required to work during the meal period.
4 Employees shall be provided with meals when on-duty and assigned to work at the KCCF or MRJC.
5 Employees shall be entitled to up to a \$9.50 food stipend or voucher when required to work hospital
6 guard duty or transport assignments which occur during their regularly scheduled meal period, per
7 current practice. For travel outside of King County, employees shall be reimbursed for meals and
8 expenses as authorized by King County’s “Authorized Travel, Meal, and Expense Reimbursement for
9 County Employees” policy, as amended.

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

14 **Section 11.5. Roll Call.** Corrections Officers and Sergeants will be required to report to
15 work ten (10) minutes prior to the hour, or half-hour, as scheduled, for briefing, and such time is to be
16 part of the daily work shift and compensated by the negotiated base wage rate. The County will limit
17 the roll call to 5 minutes to allow Officers travel time to their duty assignments.

18 **Section 11.6. Holiday and Weekend Court Coverage.** Employees who work on a holiday
19 will be paid one and one-half times (1 1/2X) their Base Rate only for hours worked on a holiday.

20 **A.** When employees work a holiday court, they will have the option of working the
21 shift to complete their 8.17 hours even if no slot is available or choose to take leave. If an employee
22 chooses to stay, they are required to report to the shift commander for assignment.

23 **B.** Employees are allowed the option of starting their shift when the court assignment
24 starts instead of their regular court detail assign start time. Employees can finish their 8.17 hours
25 with leave or be available for shift coverage.

26 **C.** When employees work a holiday court that has a shift start earlier than their normal

1 start time, the holiday court shall be considered the start of their 8.17 hours for that day.

2 **D.** Weekend court will be treated as a call-out with a corresponding minimum of four
3 (4) hours.

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1 **ARTICLE 12: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 King County presently offers insured medical, dental, vision, accidental death and dismemberment,
3 disability, and life insurance programs. The plan designs and plan features for the insured benefits
4 are negotiated by the Joint Labor Management Insurance Committee (JLMIC), comprised of
5 representatives of the County and labor organizations, on behalf of JLMIC-eligible employees
6 including the Guild. The Guild participates on the JLMIC and adopts all terms and conditions of any
7 JLMIC Agreements.

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1 **ARTICLE 13: MISCELLANEOUS**

2 **Section 13.1. Mileage Reimbursement.** All employees who have been authorized by
3 management to use their own transportation on King County business shall be reimbursed at the rate
4 approved by ordinance by the King County Council.

5 **Section 13.2. Uniforms.**

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

13 **B.** Employees shall be furnished an annual voucher to be used by the end of each
14 calendar year. The voucher allows the employee to select and receive two uniforms from the County
15 contract list including two (2) shirts, two (2) pairs of pants, one (1) pair of boots/shoes, one (1) belt,
16 one (1) tie, one (1) tie clip and associated tailoring and patches. Employees may exchange voucher
17 items for the items of the approved County list in accordance with Appendix 2, which shall be
18 negotiated on an annual basis, beginning in October, by members of the Labor-Management group.
19 In April of each year, employees will also be given four hundred fifty dollars (\$450.00), before
20 appropriate individual payroll taxes, for the purpose of maintenance.

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

26 **D.** Any uniform replacement as outlined above shall first be accomplished by

1 utilizing existing inventory before a new purchase is made.

2 **E.** Employees assigned to the Internal Investigations Unit and the Special
3 Investigations Unit shall have the option of the above voucher and maintenance provision or in lieu
4 of the above voucher and maintenance provision shall receive six hundred dollars (\$600.00), before
5 appropriate individual payroll taxes, for the purchase and maintenance of authorized appropriate
6 clothing. This election shall be made for each year of the assignment. Management maintains the
7 ability to determine the appropriate clothing required for such special assignments.

8 **Section 13.3. Transitional Duty.** Employees who are injured and temporarily disabled may
9 be allowed to work in a “transitional duty” status, if possible, while recuperating from such injury,
10 provided said “transitional duty” must be approved by the Facility Commander and, provided further,
11 that all provisions of King County Policy PER-22-6 (AEP), “Transitional Duty for Employees with
12 Temporary Medical Restrictions” shall apply. Transitional duty shall consist of “restricted duty” and
13 “alternative duty”. Restricted duty consists of the short-term elimination of job functions the
14 employee is unable to perform due to temporary medical restrictions. Alternative duty consists of
15 duties that are not part of the employee’s regular body of work. No bargaining unit posts or special
16 assignments shall be available for assignment to any employee other than Corrections Officers or
17 Sergeants.

18 **Section 13.4. Promotional Examinations.** The County will adhere to the King County
19 Personnel Guidelines when conducting promotional examinations within the Corrections bargaining
20 unit and the County will consult and confer with a Department joint labor/management committee to
21 develop promotional exams within the Guild’s bargaining unit.

22 **Section 13.5. Employee Files.** Any/all employee files, except the “background” file, shall be
23 available for review by the employee upon request during normal business hours. No information
24 will be placed in the employee’s personnel file without the employee’s prior knowledge. Employees
25 shall be allowed to make written responses to any materials which are in their personnel files, and
26 such responses shall be maintained in their personnel files. Employees shall have the right to

1 examine and receive a photocopy of any part of their personnel file upon request during normal
2 business hours. Access to an employee’s personnel file by non-departmental employees shall be
3 recorded and included in the personnel file.

4 All medical records and psychological evaluations shall be kept in separate files as required
5 by law. Records related to internal investigations and/or criminal investigations shall be kept in
6 separate files in accordance with Department policy.

7 **Section 13.6. Jury Duty.**

8 A. An employee required by law to serve on jury duty shall continue to receive their
9 normal pay and shall be relieved of regular duties for the period of time so assigned to jury duty. The
10 fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the financial manager
11 for the Department of Adult and Juvenile Detention.

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

18 C. When released by the Court for the day, and/or when the total required assignment
19 to jury duty has expired, the employee will report to the 1st Shift Commander for either assignment
20 to 1st Shift or Court Detail until they should return to normal shift and furloughs, provided: there
21 must be a minimum of sixteen (16) hours between the time the employee is dismissed from jury duty
22 and the time they must report to normal shift and furloughs.

23 **Section 13.7. Military Leave.** The Department will adhere to all federal laws and
24 regulations concerning military leave. However, the employee has the obligation to notify the
25 Department, at the earliest possible date, regarding military service and training. Employees are
26 required to submit to the Department a copy of all applications for military training, simultaneous

1 with the employee's submittal of the application to the military. Employees are expected to provide
2 the Department with the dates of weekend drills and other scheduled periods of military service as
3 soon as the employee is notified of such dates. Failure to comply with the Department's notification
4 procedures may result in discipline or in denial of the requested leave, unless prohibited by federal or
5 state law.

6 **Section 13.8. Language Translation.** Employees who translate a language in the workplace
7 identified by management as a language for which translation activity is necessary shall be paid
8 \$19.24 per bi-weekly pay period. Eligible employees shall be required to pass a language proficiency
9 test administered by the County. The County retains the discretion to determine the number of
10 employees that may qualify for the premium.

11 **Section 13.9. Resignations.** The process for submitting and updating notices of resignations
12 by employees shall be as follows: The employee provides written notice of resignation (via officer
13 report, County termination form or other means). The Department will acknowledge receipt and
14 acceptance of the resignation in writing (email will suffice). When the receipt and acceptance has
15 been sent, the employee will no longer have a right to rescind the resignation, but any request to
16 extend or rescind will be treated as a request for reinstatement under reinstatement standards as set
17 out in the County Personnel Guidelines. provided, the Department shall not disapprove an extension
18 of resignation date or a reinstatement when such is requested for the sole purpose of meeting
19 Department of Retirement Services (DRS) service requirements for eligibility for retirement, unless
20 just cause exists to do so.

21 **Section 13.10. Fitness for Duty.** Once the Department has determined that a physical or
22 psychological capacities evaluation should occur, any relevant medical history of the employee shall
23 be provided to the examining professional. The examining professional shall issue a written report to
24 the County, as the client, provided however, the employee shall have the right to receive a copy of
25 that report. If the employee believes the conclusion of the examining professional is in error, the
26 employee may obtain an additional examination at their own expense. The County will provide the

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

5 **Section 13.11. Home Free Guarantee.** The Department agrees to continue to supplement
6 the King County Home Free Guarantee program for any “free rides home” over the County-provided
7 eight (8) that are a direct result of mandatory overtime. Employees living outside the coverage area
8 of the King County Home Free Guarantee program shall be reimbursed by the Department for up to
9 fifty dollars (\$50) per occurrence for any required travel as a direct result of mandatory overtime.

10 **Section 13.12. Mobility Devices.** Officers using crutches and/or canes shall be limited to
11 using elevator #1 in Seattle. Officers using crutches and/or canes shall not move into the elevator #1
12 Sally until it is secured. Officers may use crutches and/or canes while working in the floor control
13 rooms at KCCF; provided they have met the necessary review by their healthcare provider and have
14 filed a completed Essential Functions Form with the Department’s Human Resources Office.
15 Officers are permitted to work with crutches and/or canes at the MRJC if there is a reasonable way to
16 protect the environment of the officers moving between the Roll Call Room and the Housing and
17 Central Control Rooms and have met the necessary review by their healthcare provider and have filed
18 a completed Essential Functions Form with the Department’s Human Resources Office.

19 **Section 13.13. Policies and Procedures.** All policies, procedures, post orders and general
20 directives and/or general memoranda shall be posted and/or stored on the Department Intranet and/or
21 in Department electronic file folders and/or maintained in an accessible “roll call binder.” Employees
22 are responsible for understanding and being aware of all such policies, procedures, orders, directives
23 and memoranda. Any such policies, procedures, orders, directives and memoranda that are not
24 posted and/or stored within forty-five (45) days of issuance may not be used as the sole sources of
25 discipline for an employee failing to comply.

26 **Section 13.14. Probationary Period.** All newly hired and promoted employees must serve a

1 probationary period. The probationary period is an extension of the hiring process. Sergeants who
2 are released from probation shall bump back to Corrections Officer.

3 **Section 13.15. Acceptable Use of Information Assets.** Pursuant to Memorandums of
4 Agreement (MOAs) 295U0209 and 000U0108, all employees are to adhere to all County Policy
5 concerning Acceptable Use of Information Technology Assets.

6 **Section 13.16. Employee Notification.** The County shall acknowledge receipt of an
7 employee’s request for training, specialty assignment, or promotion within seven (7) calendar days.
8 The County shall notify employees as to approval or not of training requests generally within forty-
9 five (45) calendar days of the request.

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1 **ARTICLE 14: GRIEVANCE PROCEDURE**

2 **Section 14.1. Definitions and Conditions.**

3 **A. Definition.** A grievance is defined as a dispute as to the interpretation or
4 application of an express term of this Agreement.

5 **B.** Copies of all written reprimands, suspensions, disciplinary demotions or
6 discharges issued to an employee in the bargaining unit shall concurrently be forwarded to the Guild.

7 **C.** The Guild must initially file a grievance in writing within sixteen (16) calendar
8 days of the event or knowledge of the event. The written grievance shall describe the event or
9 circumstances being grieved, the provision(s) of the Agreement that have allegedly been violated, and
10 the remedy sought.

11 **D.** The Guild will not be required to press employee grievances if in the Guild's
12 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
13 grievance, including hearings and final decision of any Arbitrator, the Guild will be the exclusive
14 representative of the employee.

15 **E. Probationary Employees.** Grievances involving issues other than termination of
16 a probationary officer or demotion of a probationary sergeant may be processed in accordance with
17 this article.

18 **F. Written Reprimands.** Written reprimands are not subject to Step 4 of the
19 grievance procedure outlined in this Article.

20 **G. LOCCs.** Letters of corrective counseling (LOCCs) are not discipline, and may not
21 be grieved under any just cause provision in this Agreement.

22 **H. Compensatory Time.** Pursuant to Article 10, Section 10.16(F), management's
23 decisions in the application or granting of compensatory time shall not be subject to the grievance
24 procedure.

25 **I.** Unless otherwise agreed to by both parties in writing, all grievances shall begin at
26 Step 1 with the following exceptions:

1 1. Grievances related to discipline issued by the Department Deputy Director
2 will begin at Step 2 and will be heard by the Department Director; grievances related to discipline
3 issued by the Department Director shall begin at Step 3.

4 **Section 14.2. Procedure.**

5 **Step 1 – Commander or Designee:** The Commander shall thoroughly evaluate the
6 grievance and make their written decision available to the Guild within thirty (30) calendar days. If
7 the Guild does not advance the grievance to Step 2 within fifteen (15) calendar days after receiving
8 the Division’s written decision, the grievance will be precluded from further appeal.

9 **Step 2 - Department Director or Designee:** The Director or designee shall thoroughly
10 evaluate the grievance and make their written decision available within thirty (30) calendar days. If
11 the Guild does not advance the grievance to Step 3 within fifteen (15) calendar days after receiving
12 the Division’s written decision, the grievance will be precluded from further appeal.

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 thirty (30) calendar days.

16 **Step 4 - Request for Arbitration:** Either the County or the Guild may request
17 arbitration within thirty (30) calendar days of the issuance of the Step 3 response, and must specify
18 the exact question which it wishes arbitrated. The Guild must submit its Step 4 request in writing to
19 the Office of Labor Relations. If the parties do not advance the grievance to Step 4 within thirty (30)
20 calendar days, the grievance will be precluded from further appeal. The parties shall then select a
21 third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree
22 upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9) arbitrators furnished
23 by the PERC. The arbitrator will be selected from the list by both the County representative and the
24 Guild, each alternately striking a name from the list until one name remains. The arbitrator, who
25 shall conduct the arbitration in accordance with the voluntary rules for labor arbitration, shall be
26 asked to render a decision in accordance with those rules and the decision of the arbitrator shall be

1 final and binding on both parties. The Parties shall bear the cost of their own attorneys' fees and
2 costs, regardless of the outcome of the arbitration.

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

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

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

10 **Section 14.3. Timelines.** Time restrictions may be waived or extended by consent of both
11 parties.

12 **Section 14.4. Alternative Dispute Resolutions.**

13 **A. Unfair Labor Practice.** The parties agree that thirty (30) calendar days prior to
14 filing an unfair labor practice (ULP) charge with the PERC, the complaining party will notify the
15 other party, in writing, meet, and make a good faith attempt to resolve the matter unless the deadline
16 for filing with the PERC would otherwise pass or the complaining party is seeking a temporary
17 restraining order (TRO) as relief. The complaining party seeking a TRO will give the other party at
18 least twenty-four (24) hours' notice and promptly serve a copy of all written material on the other
19 party prior to the TRO hearing.

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

25 **Section 14.5. Letters of Corrective Counseling.** Letters of corrective counseling are not
26 discipline. An employee who receives a letter of corrective counseling may, within five (5) calendar

1 days of receipt of the letter, request a meeting with the author to discuss the letter. If the employee
2 chooses, they may request to have the meeting with the next higher in command. Within ten (10)
3 calendar days of such meeting, the author will notify the employee of whether or not the letter of
4 corrective counseling will stand as is, be modified, or be rescinded. This appeal shall be limited to
5 either the author or the next higher in command. The decision after this appeal shall be final. The
6 letter shall not be considered for any reason one (1) year after the incident giving rise to the letter of
7 corrective counseling, provided no further incidents of similar conduct have occurred.

8 **Section 14.6. Multiple Procedures.** If employees have access to multiple procedures for
9 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
10 procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
11 procedure.

12 **Section 14.7. Just Cause/Progressive Discipline.** No employee may be discharged,
13 suspended without pay, or disciplined in any way except for just cause, provided that other provisions
14 in this contract may modify this provision. Just cause shall be defined as cause which is based upon
15 reasonable grounds and must be a fair and honest cause or reason, regulated by good faith. In
16 addition, the County will employ the concept of progressive discipline in appropriate cases. The
17 County’s policy is that discipline is corrective, rather than punitive in nature. It is understood that
18 there may be egregious cases that result in discharge, disciplinary transfer or other disciplinary action
19 that do not require corrective action.

1 **ARTICLE 15: FURLOUGH AND SHIFT ASSIGNMENTS**

2 **Section 15.1. Request for Shift Change.** Employees who desire to change their current shift
3 or furlough assignment may request the same by submitting a written request to their immediate
4 supervisor.

5 **Section 15.2. Annual Rotation.** The Department will make all reasonable efforts to
6 announce annual Facility/Shift/Furlough assignments not later than noon on the first Friday in
7 December. Employees shall submit a shift request “Dream Sheet” at least fourteen (14) calendar
8 days prior to the first Friday in December. The Department will provide employees with a “Dream
9 Sheet” at least thirty (30) calendar days before they are required to submit the form. The shift request
10 shall allow the employee to identify their preference for shift, furlough and facility of assignment, by
11 using the 1-44 request concept.

12 All requests shall be considered, and a determination made on the basis of the operational
13 needs of the Department, the seniority of the employee and their classification and previous furlough
14 assignments, provided that all three preferences for furlough assignments submitted by a senior
15 employee shall be considered prior to granting preference of a more junior employee.

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

18 All Shift 4 Corrections Sergeants must be gun qualified.

19 At management discretion, vacant posts, or additional post assignments required by changing
20 circumstances and/or long term vacancies due to medical conditions, may be filled through temporary
21 assignments of up to 120 days duration. These temporary assignments shall be posted for all eligible
22 employees to make requests for, but assignment will be based on the needs of the Department.

23 Employees on a transfer list shall have the first right of refusal of the temporary assignment. If no
24 volunteers apply, the Department may assign based on inverse seniority. Employees assigned in this
25 manner, whether voluntary or involuntary will be paid out of class pay pursuant to Section 9.3 for the
26 duration of the assignment when working in a higher paid classification. This assignment will be

1 done via “double-slotting,” where necessary.

2 **Section 15.3. Shift Changes Other Than Annual Rotation.** Requests for change at a time
3 other than the annual rotation period (mini-rotations) shall be processed according to the provisions
4 outlined in Attachment 1, Mini-Rotation and On-Shift Adjustment Procedures. Mini-rotations shall
5 occur a minimum of twice (2X) per calendar year in the months of May and September.

6 Additionally, during the month of July each year, employees shall be eligible for an on-shift
7 adjustment (same shift and facility with different furloughs).

8 **Section 15.4. Management Decisions.** Management decisions regarding requests for shift
9 change or furlough assignment shall not be subject to the grievance procedure beyond the
10 Department Director level and the Director’s decision shall be final.

11 **Section 15.5. Probationary Employees.** All probationary employees, either new hires or
12 promotional, shall be subject to mandatory shift/assignment rotation during the probationary period.

13 **Section 15.6. Involuntary Transfers.** If an employee is transferred or reassigned
14 involuntarily and such transfer or reassignment provides significant hardship on the employee or their
15 family due to transportation problems, expense or other factors, the Department will give full
16 consideration to these factors and respond to viable alternatives proposed by the employee or the
17 Guild.

18 **Section 15.7. Special Assignments.** All special assignments shall be made at the discretion
19 of management with seniority being but one factor. Advance notice of all special assignments shall
20 be posted, and all interested Officers will be allowed to apply. Special assignments are defined as,
21 but not limited to, any non-supervisory assignment, other than the normal rotating shift assignment;
22 provided, however, that such assignment(s) shall not exceed three (3) years except in bona fide
23 emergencies as determined by the Director. Sergeants assigned to IIU, SIU, or SOP shall be selected,
24 at management’s complete discretion, after an announced job posting. The employer may assign any
25 employee to these assignments, whether or not the assigned employee has applied for the assignment.
26 Assignments in IIU, SIU and SOP shall last for thirty-six (36) months and may be extended for up to

1 an additional twenty-four (24) months. The time in IIU or SIU may be extended to three (3)
2 additional months if the assigned Sergeant is needed to complete an ongoing investigation. A
3 Sergeant who has served in IIU or SIU may be temporarily reassigned to IIU or SIU at the
4 employer's discretion.

5 **Section 15.8. Acting Shift Commander's Protocol.** Acting Shift Commanders shall be
6 appointed to cover for an absent regular Shift Commander (Captain) on a shift-by-shift basis, when
7 there is no other Captain available or when all available Captains have exercised the right of refusal
8 to work the shift for the absent regular Shift Commander on overtime.

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

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

15 **Section 15.9. Third Shift Weekend Shift Commander's Protocol.** The Guild retains the
16 right to have the third shift Captain's position assigned in an acting capacity to a regularly assigned
17 Sergeant when a Captain is not assigned (on either regular time or overtime). If a Sergeant is
18 assigned as Acting Captain and no other Sergeants are assigned to the shift, a Corrections Officer will
19 be assigned as an Acting Sergeant. This will ensure that a minimum of two (2) supervisors are on
20 duty at all times. If an officer is mandatoried as a result of backfill due to this Agreement, that officer
21 shall only be required to work for four (4) hours. At no time will a corrections officer be assigned in
22 an Acting Captain capacity.

23 **Section 15.10. Conflicts of Interest Policy.** All employees shall adhere to the King County
24 Employment Conflicts of Interest Policy, as amended, and in accordance with MOA 295U0120.

25 **Section 15.11. Post Assignment Preference.** After the dream sheet process has been
26 completed and Officers have been informed of their respective new shift and furlough selections, they

1 will be provided with an opportunity to submit requests for consideration for their top two (2)
2 preferences for assignment. In order to be considered, these requests must be submitted within two
3 (2) weeks of the announcement of the new schedules. The purpose of these requests is to provide a
4 tool for officers to express their assignment preference directly to their supervisors. It is agreed
5 between the parties that these requests for consideration are requests – there is no guarantee that
6 Officers will receive either of their preferences.

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

1 **ARTICLE 16: FIREARMS**

2 **Section 16.1.** The Department will make available up to six hundred (600) rounds of practice
3 ammunition annually for any Department authorized caliber weapons for each gun qualified
4 corrections Officer/Sergeant, provided the Officer/Sergeant uses this ammunition at a range under
5 supervised conditions. Gun qualified employees covered by this agreement shall be provided with
6 ammunition appropriate to their weapon and consistent with Department policy.

7 **Section 16.2. Course of Fire.** The Department shall meet and confer with the Guild prior to
8 any changes to the Course(s) of fire for gun qualification.

9 **Section 16.3. Vests.** The Department shall provide gun qualified employees with body
10 armor of threat level IIIA, employees at their discretion may elect a level IIA vest. Vests shall be
11 replaced whenever they are defective, but in no case longer than the manufacturer suggested
12 replacement period.

13 **Section 16.4. Range Fee Reimbursement.** Gun qualified employees shall be reimbursed up
14 to \$15 per month for range fees. Such reimbursement may also be made on an annual basis. In order
15 to be eligible for reimbursement, the employee is required to submit a request accompanied by a
16 receipt.

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1 **ARTICLE 17: BULLETIN BOARDS**

2 **Section 17.1. Postings.** The County agrees to permit the Guild to post on County bulletin
3 boards, the announcement of meetings, election of officers, and any other Guild material which is not
4 prohibited by state law or County ordinance.

5 **Section 17.2. Job Announcements.** Job announcements will be posted on appropriate
6 bulletin boards.

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ARTICLE 18: TRAINING AND EDUCATION REIMBURSEMENT

Section 18.1. Educational Reimbursement. The County agrees to reimburse employees for the cost of tuition and books at an accredited institution for pre-approved degree work for any and all (e.g. Associates, Bachelors, Masters, PhD) degrees in criminal justice or public administration. The degree work will be reimbursed provided the employee receives a grade of “C” or better, or a passing grade if taken as pass/fail. These reimbursements shall be subject to the following conditions:

- The employee must have been employed by the Department for at least one full year prior to the reimbursement request.

- The individual must be pre-approved for the specific degree program and will only be reimbursed for necessary coursework or credits that are taken after approval.

- Reimbursement may be limited to an amount equal to the in-state tuition rate at the University of Washington.

- All requests for pre-approval shall be submitted to the Director with copies to the Facility Commander and Finance.

- Employees partially through a program may submit for pre-approval but shall only be reimbursed for any remaining necessary coursework or credits.

- All pre-approval requests must be submitted at least thirty (30) calendar days before the start of any coursework subject to reimbursement.

- Annual limit for non-taxable Employer provided education in accordance with IRS regulations for the tax year at the time the reimbursement is made by the County, up to a maximum of \$5,250.00. Requests for reimbursement must be submitted no later than ninety (90) calendar days following successful completion of the class.

Employees may submit for pre-approval for reimbursement as outlined above for degrees outside of Criminal Justice or Public Administration. This request shall be submitted to a standing panel of three members (two selected by management and one selected by the Guild) who shall review the request and make a recommendation to the Director. The Director shall make the final

1 decision. The criteria to determine whether a degree program would be approved for reimbursement
2 shall be whether or not the program has a direct relationship to the employee's work and provides a
3 corresponding benefit to the Department. The request shall be processed in the following manner:

4 • The pre-approval request must be submitted at least sixty (60) calendar days before
5 the start of any coursework subject to reimbursement.

6 • The Panel shall convene within thirty (30) calendar days of the request to review the
7 request - including an opportunity to meet with the employee to discuss the merits of their request.

8 • The Panel shall make their recommendation to the Director in writing with the
9 reasons for the recommendation within fourteen (14) calendar days of reviewing the request and shall
10 provide a copy of the recommendation to the employee.

11 • The Director shall make the final decision within fourteen (14) calendar days of
12 receiving the recommendation. This decision shall be in writing and if denied, shall include reasons
13 for the denial.

14 There shall be an annual limit of forty (40) employees who can receive tuition reimbursement during
15 any calendar year.

16 **Section 18.2. Special Schools/Temporary Assignments.** Notice of special schools, training
17 opportunities and temporary assignments will be posted, and all interested and qualified employees
18 will be allowed to apply prior to selection of the candidate(s). Employees who request training shall
19 be given written notification that their request has been received by the required person(s) upon
20 receipt. A list of employees who have requested training shall be provided to the Guild upon request.
21 The Department will consider the job performance, supervisory recommendations and special
22 expertise in making its selection. Probationary employees shall not receive training slots where
23 qualified regular employees have submitted application and been denied. The Director shall have
24 final approval of all selections for special schools, training opportunities and temporary assignments
25 and such decisions shall not be grievable beyond Step 2 (Department Director/designee). A list of all
26 employees selected for training will be shared in General Information Bulletins sent via email.

1 **ARTICLE 19: PAST PRACTICE**

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

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1 **ARTICLE 20: SAVINGS CLAUSE**

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

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1 **ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 21.1. No Work Stoppage.** The County and the Guild agree that the public interest
3 requires efficient and uninterrupted performance of all County services, and to this end, pledge their
4 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and should same occur, the Guild agrees to
8 take appropriate steps to end such interference. Any concerted action by any employees in the
9 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

10 **Section 21.2. Guild Responsibility.** Upon notification in writing by the County to the Guild
11 that any of its represented employees are engaged in a work stoppage, the Guild shall immediately, in
12 writing, order such employee to immediately cease engaging in such work stoppage and provide the
13 County with a copy of such order. In addition, if requested by the County, a responsible official of
14 the Guild shall publicly order such employees to cease engaging in such a work stoppage.

15 **Section 21.3. Penalties.** Any employee who commits any act prohibited in this article will
16 be subject to the following action or penalties:

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

1 **ARTICLE 22: WAIVER CLAUSE**

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

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1 **ARTICLE 23: REDUCTION-IN-FORCE**

2 **Section 23.1. Order of Layoff.** Employees laid off as a result of a reduction-in-force shall
3 be laid off according to seniority within the classification, with the employee with the least time
4 being the first to be laid off. Employees not scheduled to be laid off may request to be laid off out of
5 seniority order and replace the most senior employee scheduled to be laid off. Ties in classification
6 seniority shall be broken in accordance with the tiebreaker provisions outlined in Article 4, Section
7 4.6.

8 **Section 23.2. Demotion in Lieu of Layoff.** In lieu of layoff, a regular or probationary
9 employee within the bargaining unit may request, and shall be granted, demotion to a position in a
10 lower classification formerly held by that employee within the bargaining unit, thereby filling the
11 position (i.e., bumping) held by the employee with the least seniority in the lower classification;
12 provided that the employee requesting demotion (i.e., exercising their right to bump) has more
13 seniority in the bargaining unit than the employee who is being bumped (including tiebreakers as
14 outlined in Article 4, Section 4.6).

15 **Section 23.3. Recall.** The names of laid off employees will be placed in inverse order of
16 layoff on a Re-employment List for the classification previously occupied. The Re-employment List
17 will remain in effect for a maximum of two years or until all laid off employees are rehired,
18 whichever occurs first. As positions become available, employees on the Re-employment List who
19 can meet eligibility requirements will be given first opportunity to return to work. Those on the Re-
20 employment List shall be responsible for providing current address and phone numbers to the
21 County. After notice of recall, an employee will have two (2) weeks to respond to the notice of
22 recall. An employee refusing a recall opportunity or failing to respond within two weeks shall be
23 removed from the Re-employment List, unless affirmatively requesting to stay on the list.
24 Employees who are recalled shall return to the same wage step and accrual levels they were at when
25 they were laid off.

26 **Section 23.4. Layoff Notification.** The County will notify the affected employees at least

1 thirty (30) calendar days in advance of the effective date of any layoff. When providing layoff
2 notification to affected employees, the Department shall provide and make available to the employee
3 information about the County's Layoff and Recall program.

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1 **ARTICLE 24: EMPLOYEE BILL OF RIGHTS**

2 A. Every employee who becomes the subject of an internal investigation shall be advised at
3 the time of the interview that they are suspected of:

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

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

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

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

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

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

1 **G.** Interviewing shall be completed within a reasonable time, and shall be done under
2 circumstances devoid of intimidation or coercion. In all major investigation interviews the employee
3 shall be afforded an opportunity and facilities to contact and consult privately with an attorney of
4 their own choosing before being interviewed. The employee shall be entitled to such reasonable
5 intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods.

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

9 **I.** The employee will not be threatened with dismissal or other disciplinary punishment as a
10 guide to attempt to obtain their resignation, nor shall they be subject to abusive or offensive language
11 or intimidated in any other manner. No promises or rewards shall be made as an inducement to
12 answer questions.

13 **J.** Administrative Investigations are intended to be concluded within 180 days from intake of
14 the complaint. When an investigation must take longer than 180 days, the County will notify the
15 Guild, and inform them of the reasons causing the delay in completion.

1 **ARTICLE 25: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated, shall, upon full and final
3 ratification by ordinance of the King County Council, become effective January 1, 2022 and shall
4 continue in full force and effect through December 31, 2024.

5 Contract negotiations for the year 2025 may be initiated by either party by providing to the
6 other party written notice of its desire to begin negotiations.

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9 APPROVED this _____ day of _____, 2022.

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By: _____

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King County Executive

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King County Corrections Guild:

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Dennis Folk
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Dennis Folk
President

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[Signature]
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Ryan Lufkin
Legal Advisor

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APPENDIX 1 - FIREARMS RE-QUALIFICATION

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2 1. Employees 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 fourteen (14) days in
4 advance of the re-qualification session. (Except employees on approved leave during the re-
5 qualification period.) Employees requesting to be excused from a re-qualification session due to
6 medical reasons not already known to the Department may be required to provide written verification
7 in the form requested by the Department. In order to be cleared for re-qualification (or any
8 subsequent make-up), the employee must be medically cleared to full duty (be able to be assigned to
9 a gun post), provided that employees with an accepted workers compensation claim will be allowed
10 to remain gun qualified, subject to the 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 employees excused will be forwarded to the Firearms
13 Instructors. Those not excused will be notified by the Division Majors and will be required to sign-
14 up and attend the re-qualification session. Employees who are not excused from and fail to attend a
15 semi-annual re-qualification session without a legitimate reason will be disciplined for failure to
16 follow a directive and will not be allowed to participate in a make-up shoot. They will no longer be
17 considered firearms qualified. They will no longer receive a firearms premium, will no longer show
18 as weapons qualified in the Roster Management System (RMS), and will be required to turn in their
19 Department-issued firearm(s) and related equipment.

20 3. Employees attending a semi-annual re-qualification session and failing to obtain a passing
21 score 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
24 employees choose, they will be offered a chance to obtain a passing score during a four-hour
25 remedial class scheduled shortly after their re-qualification session. (They will not be assigned to
26 carry a firearm during the intervening time period.) If they fail to obtain a passing score during the

1 re-qualification session and subsequent remedial class, they will no longer be considered firearms
2 qualified. They will no longer receive a firearms premium and will no longer show as weapons
3 qualified in the RMS. They will again have the option of voluntarily turning in their Department-
4 issued firearm(s) and related equipment, with the stipulations above, or if they so choose, they will be
5 allowed to attend the next regularly scheduled semi-annual re-qualification session. They will be
6 allowed to retain their Department-issued firearm(s) and related equipment during this time period,
7 and will be allowed to draw practice ammunition.

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

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

1 be allowed to fit into the existing schedule for a make-up shoot upon being fully cleared for duty.

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

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

24 8. Numbers 2-7 above are illustrated on the attached Firearms Re-Qualification Flowchart.

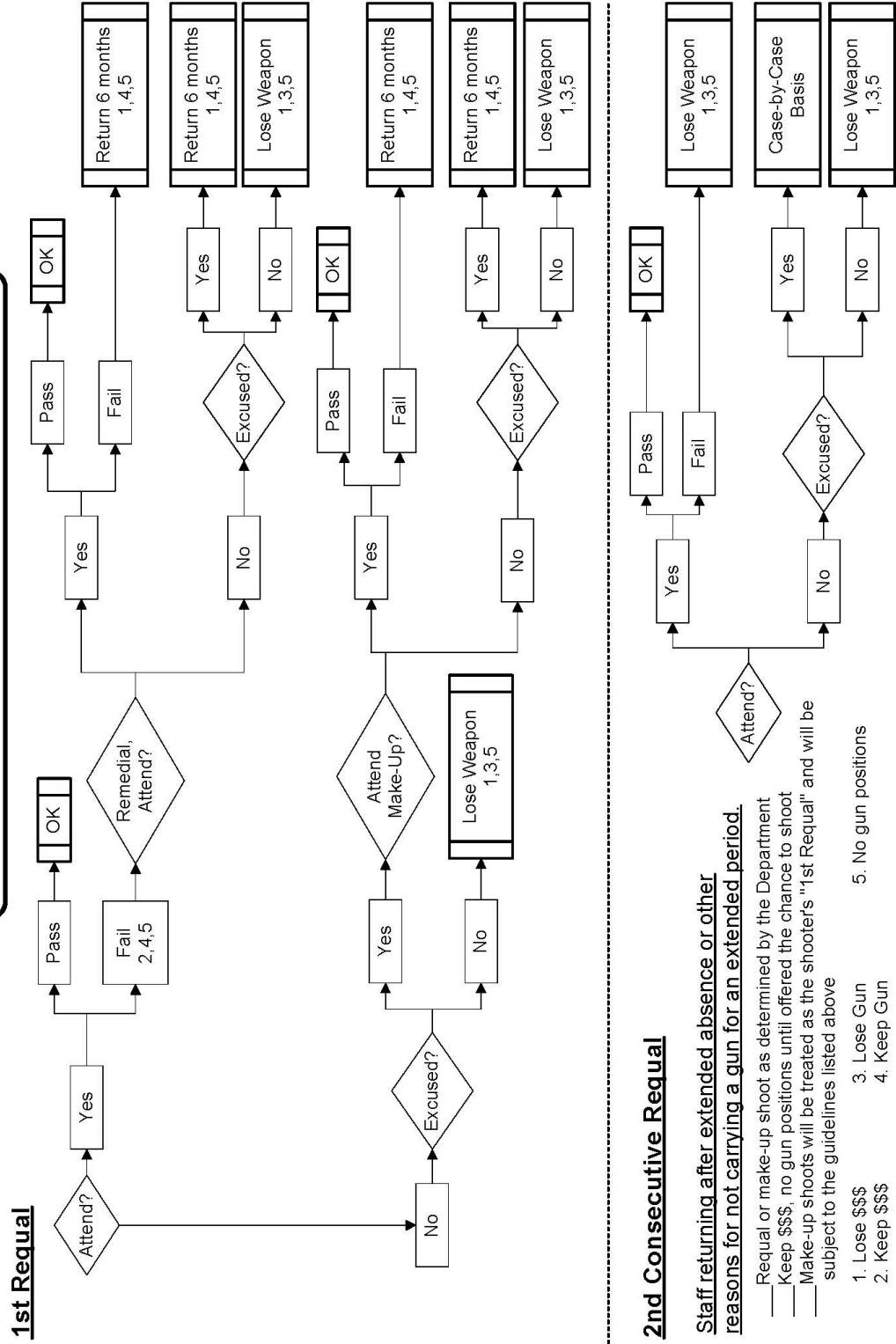
25 9. Following each semi-annual re-qualification session, the senior Firearms Instructor will be
26 responsible for ensuring that the names of employees who did not qualify (and the circumstances), or

1 who failed to attend the session are forwarded to the Division Majors. The names will be reviewed
2 by the Division Majors and other senior managers and appropriate action taken.

3 **10.** Management will convey these changes to employees in the re-qualification notices.
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Appendix 1 - Firearms Re-Qualification Flowchart



2nd Consecutive Requal

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

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

APPENDIX 2 – UNIFORMS

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT

Blumenthal Part #	Description
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UNIFORM SHIRTS*Horace Small Apparel Co.*

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

Fechheimer

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
70R9586	Men's Shirt, Wool, Short Sleeve, Dark Navy
20W9586	Men's Shirt, Wool, Long Sleeve, Dark Navy
170R9586	Women's Shirt, Wool, Short Sleeve, Dark Navy
120W9586	Women's Shirt, Wool, Long Sleeve, Dark Navy

Edwards Uniforms Co.

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

5.11 Uniforms

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

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT

Blumenthal Part #

Description

62065-750

Women's Shirt, Long Sleeve, "PDU", Dark Navy

UNIFORM PANTS

Horace Small Uniforms

HS2149

Navy Sentry (Honor Guard)

74003

New Academy Pant

Fechheimer

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

5.11 Uniforms

74326-750

Men's Pants, "PDU", Dark Navy

64306-750

Women's Pants, "PDU", Dark Navy

UNIFORM COATS, JACKETS, SWEATERS AND WORK WEAR

Fechheimer

54100

Softshell Jacket, Black

Blauer

9910Z

Cruiser Jacket, Gortex w/Liner and Gold "S" Buttons, Police Blue

Fechheimer

SPDBLS02

Dress Coat, w/Gold "S" Buttons, Dark Navy

Red Kap Industries **Or Approved Equal**

ST62NV

Work Shirt, Short Sleeve, Polyester-Cotton Twill, Navy

ST52NV

Work Shirt, Long Sleeve, Polyester-Cotton Twill, Navy

King County Corrections Guild - Department of Adult and Juvenile Detention [295/Q2]

January 1, 2022 to December 31, 2024

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1	PT62NV	Work Pants, Polyester Cotton Twill, Navy
2		Dickies Industrial Wear
3	4879	Coverall, Poly-Cotton Blend, Navy

HONOR GUARD APPAREL

5		909 Sentry Dress Pant, Horace Small #HS2149, Dark Navy
6		1/2" Gold Braid Stripe for Pants
7		Tunic, Hope Uniforms #KINGCOADTUNIC, Dark Navy
8		Hat, Felt Campaign Style, Stratton Hats #F-40, Seville Blue
9		Gold Cord w/Acorns, Stratton Hats #CD-GD
10		Dress Gloves, White Dotted, Premier Emblem #P7013
11		Duty Belt w/Brass Buckle, Safariland #87-XX-9B, High-Gloss
12		Rain Cover f/Campaign Hat, Stratton Hats #RC-MP (129)
13		Case, Polymer, f/Campaign Hat, Hat Trap #HAT TRAP
14		Polo Jersey, Knit Cotton, Sanmar Corp. #K440
15		Trench Coat, "Newport Harbor" Darien Double Breasted #761MT Navy

SHOES, BOOTS & ACCESSORIES

16		Under Armour
17	3021034	Valsetz Boot, 7"
18	3021037	Women's Valsetz Boot, 7"
19		Danner
20	21210	Acadia
21	21210W	Women's Acadia
22	25200	Patrol, 6"
23	25200W	Women's Patrol, 6"
24		Converse
25	CP8101	Converse Men's Shoe
26	RB110	Converse Women's Shoe
27		Thorogood
28	834-6905	Oxford Shoe
29	834-6906	Chukka Boot
30	534-6905	Women's Oxford Shoe
31	534-6906	Women's Chukka Boot
32		New Balance
33	MK706BL	New Balance Oxford Shoe
34	MW928BK	New Balance Men's Shoe
35	WW928BK	New Balance Women's Shoe

1		Rocky Shoes
2	5000	Oxford
	5001	Oxford
3	5005	Chukka Boot
4	5101	Women's Oxford
5		5.11 Tactical
	12002-019	Boot, 6"
6	12004-019	ATTAC Boot, 6"
	12018-019	Women's Boot, 6"
7	12025-019	Women's ATTAC Boot, 6"

HATS AND CAPS

9	MI6064	Dress Hat, Superior Uniform Cap Co., LAPD Style w/Navy Elastic Band, 3 Eyelets **Or Approved Equal**
10	514	Baseball Cap, Richardson Sports, Wool w/Velcro Adjuster, Dark Navy **Or Approved Equal**
11	CP90	Knit Watch Cap, San Mar, Black w/Embroidered Department Logo **Or Approved Equal**

SOCKS, UNDERGARMENTS AND ATHLETIC WEAR

14		Sanmar **Or Approved Equal**
15	5180	T-Shirt, Beefy-T, White
	5180	T-Shirt, Beefy-T, White, with Heat-Stamped Lettering
16	9731M	Sweatpants w/Pocket, Dark Navy
17	PC90P	Sweatshirt, Crewneck, Dark Navy
	ST310	Shorts, Dark Navy

BELTS AND INSIGNIA

19		Chambers Belt Company **Or Approved Equal**
20	6605	Belt, Black Basket Weave, 1 1/2"
21	6606	Belt, Black Basket Weave, 1 3/4"
22		Emblem Enterprises **Or Approved Equal**
	4490G	Insignia, 5/8" 1-Star, Gold
23	4470G	Collar Ornament, 1" 1-Star, Gold
	4491G	Insignia, 5/8" 2-Stars, Gold
24	4471G	Collar Ornament, 1" 2-Stars, Gold
	4492G	Insignia, 5/8" 3-Stars, Gold
25	4472G	Collar Ornament, 1" 3-Stars, Gold
26	4412MG	Insignia, Major Leaves, Small, Gold

1	4427PG	Collar Ornament, 1" Major Leaves, Gold
	4411MG	Insignia, Captain's Bars, Small, Gold
2	4426PG	Collar Ornament, 1" Captain's Bars, Gold
	4407MG	Collar Ornament, 1" Sergeant Chevrons, Gold
3		<i>Silking Brothers, Int'l. **Or Approved Equal**</i>
4	X201905A	Sergeant Chevron's, 3 1/2" Metallic Gold on Dark Navy Background
5	08LE	Name Tag, 2 1/2" x 5/8", Glossy Gold w/Cobalt Blue Lettering, Clutch Back
6	X157134G	Custom Department Emblems, Full Size
	X157134B	Custom Department Emblems, Subdued Size
7	KCJHashmark#2	Custom Hashmarks
8	GOLD	

9 **MISCELLANEOUS**

10		Concealment Holster, Level 2 or Higher, for Glock Model 17
	45015	Clip-On Tie, Samuel Broome, Dark Navy
11	A367	Tie Clasp, Blackington, Gold Plate w/Department Emblem
	66318	Personal Flashlight, MicroStream LED
12	SF123A	No Strike
	560	Key Holder, Leather Black Basket-Weave w/Brass Snap
13	564	Silent Key Holder, Leather Black Basket-Weave w/Brass Snap
	S251	"Fisher" Space Pen
14	SPR2 / SPR4	Space Pen Re-Fills, Red & Black
15	372451	Glove Pouch w/CPR Mask

ADDENDUM A – WAGES**Corrections Officer**

Job Class Code: 5214100

PeopleSoft Job Code: 001404

Hourly Wage Rates Effective:

	1/1/2022 (+5.0%)	1/1/2023 (+6.0%)	1/1/2024 (+4.0%)
Start	\$32.4380	\$34.3843	\$35.7597
12 Months	\$34.9951	\$37.0948	\$38.5786
24 Months	\$36.6310	\$38.8289	\$40.3821
36 Months	\$38.3194	\$40.6186	\$42.2433
48 Months	\$39.9360	\$42.3322	\$44.0255
60 Months	\$42.0201	\$44.5413	\$46.3230
72 Months	\$43.2808	\$45.8776	\$47.7127

Corrections Supervisors (Sergeant)

Job Class Code: 0001407

PeopleSoft Job Code: 0001407

Hourly Wage Rates Effective:

	1/1/2022 (+5.0%)	1/1/2023 (+6.0%)	1/1/2024 (+4.0%)
Start	\$45.4441	\$48.1707	\$50.0975
12 Months	\$46.6182	\$49.4153	\$51.3919
24 Months	\$48.3067	\$51.2051	\$53.2533
36 Months	\$49.7617	\$52.7474	\$54.8573
48 Months	\$51.2546	\$54.3299	\$56.5031
60 Months	\$52.7922	\$55.9597	\$58.1981

- 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.

King County Corrections Guild - Department of Adult and Juvenile Detention [295/Q2]
*January 1, 2022 to December 31, 2024**295C0122**Page 79*

Longevity Incentive Pay: Additional compensation added to base bi-weekly 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	5.25%

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

Associate	Bachelors	Major Subject
\$31 per month	\$62 per month	Psychology Sociology Criminology Police Science Admin. Of Justice Related Field of Study

Longevity and/or Education Incentive Pays 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 18. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.

1 ATTACHMENT 1

2 **Mini-Rotation and On-Shift Adjustment Procedures**

3
4 **PURPOSE**

5 Pursuant to Article 15, Section 15.3 of the Collective Bargaining Agreement (CBA), these procedures
6 are intended to provide fair and consistent guidelines for processing requests by employees
7 represented by the King County Corrections Guild to transfer to a different
8 facility/shift/furloughs during mini-rotations and on-shift adjustments.

9 **GUIDELINES**

- 10 • Mini-rotations and on-shift adjustments will occur as dictated in the CBA. Additional Mini-
11 Rotations and on-shift adjustments may occur throughout the year as directed by
12 management and shall follow the same methods and procedures as outlined in the CBA and
13 this document.
- 14 • Mini-rotation and on-shift adjustment periods are optional for employees. Only
15 those employees wanting to change their current assignments should submit transfer requests.
- 16 • Only requests submitted during the current open period will be processed, requests
17 submitted during previous openings will be discarded.
- 18 • Transfer request submittal periods will be open for a minimum of twenty-one (21) days.
- 19 • If the Department decides to fill a vacancy with less than twenty-one (21) days' notice, then
20 the Department shall provide notice to employees with a deadline to respond. The most
21 senior qualified employee who responds shall be selected as a temporary vacancy fill. The
22 employee wishing to bid for this temporary vacancy fill must agree to waive any notice of
23 transfer to and from the position. This temporary vacancy position shall last for a period of
24 time no longer than sixty (60) days to allow time for a full mini-rotation to occur.
- 25 • There will be a two-week period between the date the results are announced and the time
26 they take effect unless waived by any involved employee.

- 1 • Transfer requests will be processed based on seniority. A more senior employee will be
2 eligible for all their choices before moving on the next senior employee.

3 **EMPLOYEE RESPONSIBILITIES**

4 **Management:**

- 5 • Determine what openings exist and when, or if, the opening will be filled.

6 **Admin Sergeants:**

- 7 • Announce opening, closing, and effective dates of mini-rotations and on-shift adjustment
8 opportunities.
- 9 • Process transfer requests based on openings to be filled.
- 10 • Announce the results after processing all requests.
- 11 • Keep all other concerned employees informed of any issues that arise during processing.

12 **Employees:**

- 13 • Employees wanting to participate in mini-rotation or on-shift adjustment opportunities must
14 submit a request before the cutoff date to their Administrative Sergeant or their request will not
15 be processed.

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**Memorandum of Agreement
By and Between
King County
and
King County Corrections Guild
Department of Adult and Juvenile Detention
[295/Q2]**

SUBJECT: Staffing Mission Critical Operations in the County Jails

Background

1. King County (the County) and the King County Corrections Guild (the Guild) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2020, through December 31, 2021. The Guild represents both Corrections Officers (COs) and Corrections Sergeants (Sergeants) working in the Department of Adult and Juvenile Detention (the Department). The Parties are currently in the process of ratifying a tentative agreement on a successor CBA for the period of January 1, 2022, through December 31, 2024.

2. Due to an abnormally high vacancy rate, and impacts from the COVID-19 pandemic, the County has faced significant and unprecedented challenges in maintaining basic essential jail operations and services, even after utilizing all available employees for voluntary and mandatory overtime. These challenges include an inability to staff posts that are required in order to maintain safe, secure and humane jail facilities. They have also led to very high rates of mandatory overtime that have negatively impacted portions of the workforce.

3. The Parties have discussed the issue and enter into this Agreement as part of their overall agreement to conclude bargaining a successor CBA.

Agreements

1. When an employee in the bargaining unit volunteers to work time that qualifies for an overtime payment rate of time-and-one-half (1.5) their Base Rate under CBA Article 10, Section 10.2.A, the employee shall instead be entitled to 2.25x their Base Rate of pay for the time worked under the following conditions:

A) The employee was on the volunteer overtime list and/or volunteered at least four (4) hours prior to the start of overtime worked except that the volunteer shall qualify if the overtime slot became newly available with less than four hours' notice.

B) Mandatory Overtime, or other overtime that pays higher than the 1.5x rate in Article 10, Section 10.2.A, shall not be eligible for the 2.25x rate of pay under this Agreement. Nothing herein shall alter the terms of the current or successor CBA, payment rates, or current recognized past-practices or procedures for when an employee is assigned to mandatory overtime.

C) This premium shall apply only to posts in jail operations related to the custody and control of inmates or performing escorting functions where mandatory overtime may be required, and shall not apply to volunteer overtime where the work performed is related to a loan-out or special assignment (e.g., work performed at the Washington State Criminal Justice

Training Center, at recruitment fairs, or in office settings like the Internal Investigations or Training Unit).

D) If an employee volunteers to work a minimum of four consecutive overtime hours the employee's name will be move to the bottom of the mandatory overtime list as though they had worked mandatory overtime. However, Section 10.11.C shall not apply while this 2.25x rate provision is in effect, and employees shall receive no additional benefit for volunteering as an extension of their last shift prior to their furlough days.

E) Per the CBA, employees may request compensatory time to be earned at the appropriate rate, including the new 2.25x rate authorized under this MOA, however nothing herein will alter any terms related to the earning or use of compensatory time, including the maximum annual cap.

F) All other CBA provisions, recognized past-practices, and procedures regarding voluntary overtime that are not expressly changed in this agreement or the CBA shall continue to apply.

G) This provision shall begin at the start of the first roster (Shift 1/Day Shift) in the first FLSA workweek (as defined under CBA Article 9, Section 9.16) following notice to the County of ratification of the successor CBA by the bargaining unit. However, should this Agreement or the successor CBA not be fully ratified by the King County Council, this Agreement and the successor CBA shall be null and void, and the provision of the 2.25x pay shall immediately end.

H) The provision of overtime at the 2.25x rate under this Agreement shall end no later than December 31, 2024, regardless of whether the Parties have completed bargaining or ratification of a successor CBA beginning in 2025. In addition, the provision of overtime at the 2.25x rate under this Agreement shall be permanently sunset prior to December 31, 2024 if the County maintains 473 filled CO FTE positions for a period of ninety (90) calendar days. The County is currently funded for 503 full-time equivalent (FTE) COs.

2. To maintain essential functions and to relieve staffing shortages and related overtime burdens on staff, the County may make the following operational changes without further bargaining between the parties:

A) The elimination of inmate-performed laundry service and related laundry collection and distribution tasks and therefore the elimination of laundry officer posts needed to supervise inmates doing laundry. The County will retain a third-party to launder inmates' clothing off site so that the security function performed by laundry officers is no longer necessary, and may use other non-bargaining unit personnel for related functions as needed.

B) The use of non-bargaining unit personnel (either County employees or third-party contractors) to perform all of the work associated with the policy and procedure officer function and therefore the elimination of the policy and procedure officer post.


C) COs or Sergeants previously assigned to a post that is eliminated or replaced by non-bargaining unit personnel pursuant to this Agreement will be reassigned within the bargaining unit. No bargaining unit employees will be laid off as a result of implementing the operational changes above.

3. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the Parties using the grievance procedures of the CBA.


4. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

5. Except as provided in Paragraph 1.G. above, this Agreement shall be effective on the date it is fully ratified by both parties.

For the King County Corrections Guild:


DocuSigned by:

7D69C6966F464E3...
Dennis Folk
President

8/11/2022
Date

DocuSigned by:

27BD002EA2214D9...
Ryan Lufkin
Legal Advisor

8/11/2022
Date

For King County:

DocuSigned by:

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Diana Joy, Labor Relations Manager
Office of Labor Relations, King County Executive Office

8/11/2022
Date

**Memorandum of Agreement
By and Between
King County
and
King County Corrections Guild
Department of Adult and Juvenile Detention
[295/Q2]**

SUBJECT: Staffing Study and Alternative Work Schedules

Background

1. King County (the County) and the King County Corrections Guild (the Guild) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2020, through December 31, 2021. The Guild represents both Corrections Officers (COs) and Corrections Sergeants (Sergeants) working in the Department of Adult and Juvenile Detention (the Department). The Parties are currently in the process of ratifying a tentative agreement on a successor CBA for the period of January 1, 2022, through December 31, 2024.

2. In the course of bargaining a successor CBA, the Guild made proposals that were not agreed to by the County related to a staffing study and alternative work schedules. However, the Parties discussed these issues, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

Agreements

1. **Staffing Study.** The County agrees to fund a staffing study with a consultant, via the procurement process that has already begun, and shall negotiate a scope of work with the consultant based on the initial draft that was reviewed with the Guild for input. The County and Guild shall participate in a committee that reviews the work and results of the County-procured staffing study and provides input to the project consultant. The Committee shall be made up of equal numbers of representatives from the Guild and the County, not to exceed two employee representatives. The Committee shall review the study and related materials and provide input to the project consultant, but shall have no authority to bargain.

2. Review of Alternative Work Schedules.

A. No later four months following full and final ratification of the successor CBA by the King County Council, the County will retain an expert (consultant) to identify and evaluate potential alternative schedules that would be suitable for all or portions of the department's operations. The expert will be given the Staffing Study report for consideration, but will not be constrained by its recommendations. The Guild will be given the opportunity to review and comment on the scope of work for the expert.

B. The parties will establish a joint committee to evaluate alternative schedule options identified by the expert to determine which options, if any, should be presented to employees in a survey of interest. In evaluating options, the committee will consider staffing requirements, limitations within the workforce (e.g., inability of existing staff to work the hours required by an alternative schedule), cost and operational impediments to ensure that all recommended options could be realistically piloted and/or implemented in part or all of the Department's operations. The committee will prepare and conduct an employee survey to gauge employee support for recommended alternatives, and will consider survey results in identifying one or more pilot tests of one or more recommended alternative schedule(s). The parties will reopen the Agreement and/or engage in additional bargaining to address any issues created by a proposed pilot schedule test and to determine the scope and duration of the pilot test(s).

C. In the event that an alternative schedule being piloted results in unforeseen additional operating costs or other operational problems, either party may reopen the Agreement for the purpose of negotiating additional changes to the schedule. The parties will negotiate in good faith to resolve the cost or operational issues that resulted in reopening the agreement. If the parties have not reached a mutual agreement to continue the alternate schedule in its original form or subject to agreed changes within thirty (30) days of reopening the agreement, either party can trigger a return to the 5/8 schedule by providing written notice to the other party. Unless otherwise agreed, the parties will return to a 5/8 schedule no later than forty-five (45) days following notice.

D. Prior to the scheduled conclusion of a pilot schedule test, the parties will meet to bargain over whether the pilot schedule will continue in its current form, continue in a revised form (e.g., widening or narrowing the scope of operations covered, changing elements of the schedule, etc.) or be allowed to expire. Unless the parties agree to continue an alternate schedule in its original or an adjusted form following the scheduled end of the pilot schedule test, the pilot will end and the operations subject to the alternate schedule will return to a 5/8 schedule on the end date of the pilot schedule test.

3. This Agreement is dependent on the Guild's bargaining unit and the King County Council ratifying the tentative agreement for a successor CBA that was reached by the Parties on July 23, 2022. Should this Agreement or the successor CBA not be ratified by the Guild's bargaining unit or the King County Council, this Agreement and the successor CBA shall be null and void.

4. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the applicable collective bargaining agreement.

5. This Agreement is effective upon signature by all parties. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

For the King County Corrections Guild:

DocuSigned by:


7D59C6066E154E3

Dennis Folk
President

8/11/2022

Date

For the King County Corrections Guild:


DocuSigned by:

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Ryan Lufkin
Legal Advisor

8/11/2022

Date

For King County:

DocuSigned by:

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Diana Joy
Labor Relations Manager
Office of Labor Relations
King County Executive Office

8/11/2022

Date

**Memorandum of Agreement
By and Between
King County
and
King County Corrections Guild
Department of Adult and Juvenile Detention
[295/Q2]**

SUBJECT: Sergeant Support of Corrections Officers Posts (Extension of MOA 295U0722)

Background

1. King County (the County) and the King County Corrections Guild (the Guild) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2020, through December 31, 2021. The Guild represents both Corrections Officers (COs) and Corrections Sergeants (Sergeants) working in the Department of Adult and Juvenile Detention (the Department). The Parties are currently in the process of ratifying a tentative agreement on a successor CBA for the period of January 1, 2022, through December 31, 2024.

2. Due to an abnormally high vacancy rate, and impacts from the COVID-19 pandemic, the County has faced significant and unprecedented challenges in maintaining basic essential jail operations and services, even after utilizing all available employees for voluntary and mandatory overtime. These challenges include an inability to staff posts that are required in order to maintain safe, secure and humane jail facilities. They have also led to very high rates of mandatory overtime that have negatively impacted portions of the workforce.

3. On September 29, 2021, the Parties entered into an MOA (295U0321-2) which provided for ways in which Sergeants could work in support of CO functions. The Parties' Agreement was modified and renewed on February 3, 2022 (MOA 295U0322) and on May 20, 2022 (MOA 295U0722).

4. In the course of bargaining a successor CBA, the Parties reviewed these prior MOAs, and enter into this one-time Agreement as part of their overall tentative agreement to conclude bargaining.

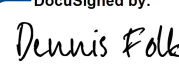
Agreements

1. The Department will continue to have the discretion to assign available on-duty sergeants to cover escorting functions on construction projects being performed by non-FMD employees, which are typically performed by COs, when the shift has (or would otherwise have) mandatory overtime for COs.

2. Sergeants may voluntarily sign up for overtime to work any vacant CO posts when 1) no COs have volunteered for the overtime, and 2) it would otherwise cause MOT for a CO. Sergeants shall not have preference on post assignment over COs, or the ability to choose their own post. All post assignments shall be determined by the Shift Commander.

3. The Department shall not assign Sergeants to a CO a post if there remain available CO volunteers on overtime to perform the work.
4. The Parties agree that the intent is to reduce MOT, and the Department shall not assign a Sergeant to a CO post when it has knowledge at the time that doing so would, in-of-itself, create additional MOT for COs (e.g., by requiring COs to backfill Sergeants on MOT).
5. Upon request, the Department shall forward to the Guild a copy of the roster where Sergeants have covered CO posts.
6. This Agreement shall not establish a practice or precedent in any way.
7. In addition to the applicable collective bargaining agreements, this MOA is the full and final agreement of the parties related to the subject of Sergeants covering CO posts.
8. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the parties using the grievance procedures of the applicable collective bargaining agreement.
9. This Agreement is dependent on the Guild's bargaining unit and the King County Council ratifying the tentative agreement for a successor CBA that was reached by the Parties on July 23, 2022. The provisions of this Agreement shall begin following notice to the County of ratification of the successor CBA by the bargaining unit. However, should this Agreement or the successor CBA not be ratified by the King County Council, this Agreement and the successor CBA shall be null and void, and the provisions of this Agreement shall immediately end.
10. This Agreement shall expire no later than December 31, 2024, regardless of whether the Parties have completed bargaining or ratification of a successor CBA beginning in 2025. In addition, this Agreement shall be permanently sunset prior to December 31, 2024 if the 2.25x overtime rate that is in effect under MOA295U1122 is also permanently sunset under the terms of that agreement.
11. This Agreement is effective upon signature by all parties. Electronic signatures will have the same force and effect as does an original signature on this document. This Agreement may be signed in counterparts, which together shall constitute the entire agreement.

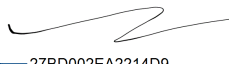
For the King County Corrections Guild:

DocuSigned by:

7D59C6066E154E3
Dennis Folk
President

8/11/2022

Date

For the King County Corrections Guild:

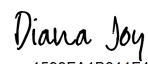
DocuSigned by:

27BD002EA2214D9

Ryan Lufkin
Legal Advisor

8/11/2022

Date

For King County:

DocuSigned by:

1599FA1B311F404...

Diana Joy
Labor Relations Manager
Office of Labor Relations
King County Executive Office

8/11/2022

Date

Certificate Of Completion

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Source Envelope:	
Document Pages: 92	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 198.49.222.20

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Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

Signer Events

Ryan Lufkin
 ryan@psglawyers.com
 Security Level: Email, Account Authentication (None)

Signature

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 Using IP Address: 72.2.239.73
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 Signed: 8/11/2022 5:17:39 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/11/2022 5:15:51 PM
 ID: 2c559586-8dc5-4316-b907-1ee846b48443

Dennis Folk
 dennis.folk@kccguild.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 7D59C066F154E3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 146.129.225.89

Sent: 8/11/2022 5:17:41 PM
 Viewed: 8/11/2022 9:56:19 PM
 Signed: 8/11/2022 9:56:25 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/19/2020 12:57:57 PM
 ID: 9c8a25c8-ba68-4fab-9108-cac1cea9f38c

Dow Constantine
 Dow.Constantine@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Sent: 8/11/2022 9:56:28 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/13/2022 3:05:37 PM
 ID: 8b56b26c-e323-4ac2-885c-e542817797d8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/11/2022 4:25:04 PM
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Payment Events	Status	Timestamps
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