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

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ARTICLE 1: POLICY AND PURPOSE

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

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

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

ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer 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. 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 privately view the video with a Guild representative prior to his/her interview concerning the alleged misconduct. Review of video will generally not be allowed in advance of submitting routine reports. Normally routine reports are those reports submitted by the employee prior to going off duty on the shift during which the incident occurred or during the employee's next scheduled shift.

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

ARTICLE 4: GUILD REPRESENTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

1st - Previous DAJD Service;

2nd - Previous WSCJTC or DOC corrections officer academy graduation date;

3rd - Previous other adult corrections experience;

4th - Previous other law enforcement experience;

5th - Previous King County employment; and

6th - Names randomly drawn by the Guild President during an open meeting.

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

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

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

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

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

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

ARTICLE 5: HOLIDAYS

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

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

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

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

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

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

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

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

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

ARTICLE 6: VACATION

Section 1. Accrual Rates.

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

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

B. Part-time benefit eligible employees shall accrue vacation leave in accordance with the vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual rates shall be prorated (less overtime) to reflect his/her normally scheduled workweek.

C. Employees eligible for vacation leave shall accrue vacation leave from their date of hire. Employees shall not use or be paid for vacation leave until it has accrued, and such use or payment is consistent with the provisions of this section.

D. Full-time benefit eligible employees may accrue up to sixty (60) days vacation leave per year. Part-time benefit eligible employees may accrue vacation leave up to sixty (60) days per year prorated to reflect their normally scheduled workweek. Such employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interest of the County. The maximum vacation accrual amount established in this paragraph shall apply to vacation accruals as of the effective date of this new benefit, as described in Section 1 (A) above.

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

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

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

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

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

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

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

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

KCCF		**N.M. RJC**	
First Shift	10	First Shift	6
Second Shift	10	Second Shift	5
Third Shift	8	Third Shift	4
Fourth Shift *(Court Detail)*	5	Fourth Shift	3

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

490 FTE's = 49 total vacation slots

490.1 FTE's = 50 total vacation slots

500 FTE's = 50 total vacation slots

500.1 FTE's = 51 total vacation slots

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

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

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

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

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

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

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

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

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

ARTICLE 7: SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Exposure to contagious diseases and resulting quarantine.

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

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

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

a. The child is under the age of eighteen;

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

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

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

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

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

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

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

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

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

J. Family Care and Bereavement Leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: WAGE RATES

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

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

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

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

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

Section 6. 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 (5) percent greater than their regular rate for all time so assigned.

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

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

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

parking in connection with their work.

ARTICLE 9: OVERTIME

Section 1. Overtime Definition. Overtime is that work which is directed by management. The parties acknowledge that it is the Department's policy to minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. With respect to the scheduling of compensatory time:

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

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

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

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

Section 14. Daylight Savings Adjustment. The Department will pay one hour of overtime to all employees working a nine-hour shift during the fall daylight saving adjustment period. Employees working during the spring daylight saving time adjustment period will either take one hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of their shift from eight hours to seven.

ARTICLE 10: HOURS OF WORK

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

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

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

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

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

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

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

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

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

ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

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

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

ARTICLE 12: MISCELLANEOUS

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

Section 2. Uniforms. Employees who suffer a loss or damage to personal property and/or personal clothing worn on the body in the line of duty will have same repaired or replaced at Department expense, not to exceed one hundred fifty dollars ($150.00). Any jacket or uniform item damaged in the line of duty (not normal wear and tear) shall be repaired or replaced by the Department upon submission of the damaged uniform item (including any hazardous waste/blood stains). Employees may select the style of jacket (light weight or heavy) that will serve as the replacement jacket. The Department has the right to change any or all of the uniforms worn by its employees.

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

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

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

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

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

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

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

to develop promotional exams within the Corrections bargaining unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13: GRIEVANCE PROCEDURE

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

Section 2. Procedure.

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

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

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

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

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

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

in reaching a decision.

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

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

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

Section 4. Alternative Dispute Resolutions.

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

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

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

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

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

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

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

ARTICLE 14: FURLOUGH AND SHIFT ASSIGNMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

discussion of this topic in the Labor-Management Committee.

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

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

ARTICLE 15: FIREARMS

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

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

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

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

ARTICLE 16: BULLETIN BOARDS

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

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

ARTICLE 17: TRAINING AND EDUCATION REIMBURSEMENT

Section 1. Educational Reimbursement. The Employer 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 will be limited to an amount equal to the 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 30 calendar days before the start of any coursework subject to reimbursement.
- Annual limit in accordance with IRS regulations (currently $5,250.00).

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

- The pre-approval request must be submitted at least 60 calendar days before the start of any coursework subject to reimbursement.
- The Panel shall convene within 30 calendar days of the request to review the request - including an opportunity to meet with the employee to discuss the merits of their request.
- The Panel shall make their recommendation to the Director in writing with the reasons for the recommendation within 14 calendar days of reviewing the request and shall provide a copy of the recommendation to the employee.
- The Director shall make the final decision within 14 calendar days of receiving the recommendation. This decision shall be in writing and if denied, shall include reasons for the denial. There shall be an annual limit of forty (40) employees who can receive tuition reimbursement during any calendar year.

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

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

ARTICLE 18: PAST PRACTICE

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

ARTICLE 19: SAVINGS CLAUSE

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

ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

ARTICLE 21: WAIVER CLAUSE

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

ARTICLE 22: REDUCTION-IN-FORCE

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

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

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

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

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

ARTICLE 23: EMPLOYEE BILL OF RIGHTS

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

1. Committing a criminal offense;

2. Misconduct that would be grounds for termination, suspension, or other disciplinary action; or

3. That s/he may not be qualified for continued employment with the Department.

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

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

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

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

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

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

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

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

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

ARTICLE 24: DURATION

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

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

APPROVED this 9th day of July, 2015.

By: Rhonda L. Berry
for King County Executive

King County Corrections Guild:

Randy Weaver
President

APPENDIX 1 - FIREARMS RE-QUALIFICATION

1. Staff who have a legitimate reason to be excused from a semi-annual re-qualification session must document that reason, in writing, to their Division Major at least 14 days in advance of the re-qualification session. (Except staff on approved leave during the re-qualification period.) Staff requesting to be excused from a re-qualification session due to medical reasons not already known to the Department may be required to provide written verification in the form requested by the Department. In order to be cleared for re-qualification (or any subsequent make-up), the employee must be medically cleared to full duty (be able to be assigned to a gun post), provided that employees with an accepted workers compensation claim will be allowed to remain gun qualified, subject to the provisions below.

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

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

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

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

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

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

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

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

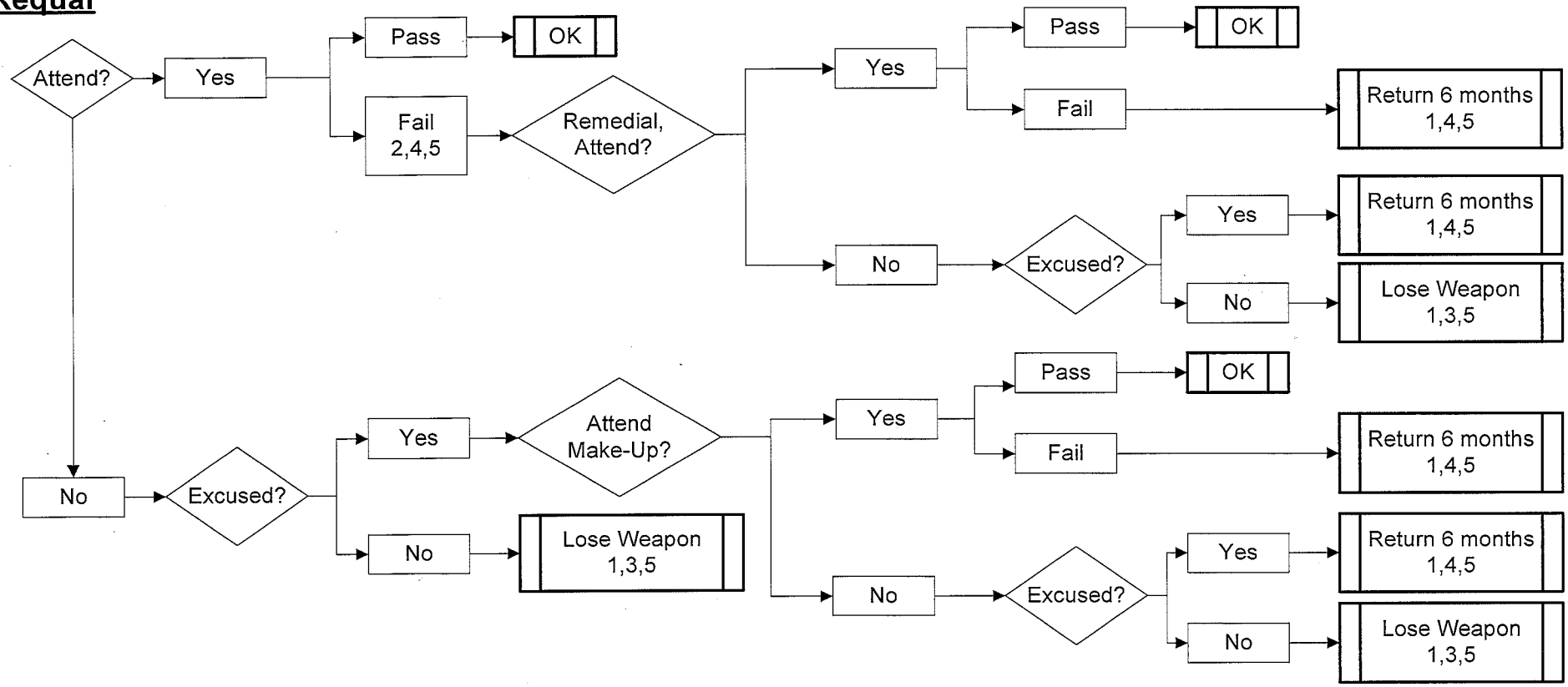
8. Numbers 2-7 above are illustrated on the attached Weapons Flowchart.

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

10. Management will convey these changes to staff in the re-qualification notices.

Appendix 1 - Firearms Re-Qualification Flowchart

1st Requal

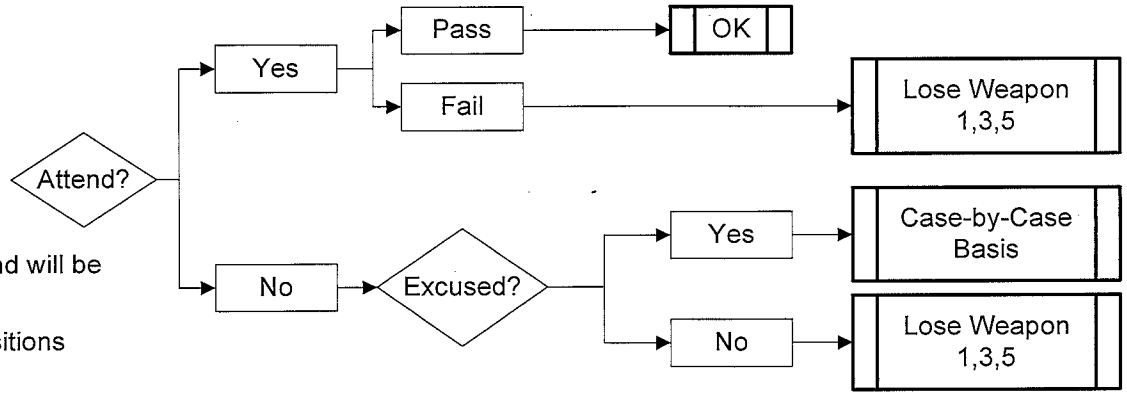


2nd Consecutive Requal

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

___Requal or make-up shoot as determined by the Department
___Keep $$$, no gun positions until offered the chance to shoot
___Make-up shoots will be treated as the shooter's "1st Requal" and will be subject to the guidelines listed above

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



APPENDIX 2 - UNIFORMS

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	**Description**

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
UD70R9586	Men's Shirt, Wool, Short Sleeve, Dark Navy
70R9586	Men's Shirt, Wool, Short Sleeve, Dark Navy
UD20W9586	Men's Shirt, Wool, Long Sleeve, Dark Navy
20W9586	Men's Shirt, Wool, Long Sleeve, Dark Navy
UD170R9586	Women's Shirt, Wool, Short Sleeve, Dark Navy
170R9586	Women's Shirt, Wool, Short Sleeve, Dark Navy
UD120W9586	Women's Shirt, Wool, Long Sleeve, Dark Navy
120W9586	Women's Shirt, Wool, Long Sleeve, Dark Navy
	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
62065-750	Women's Shirt, Long Sleeve, "PDU", Dark Navy

APPENDIX 2 - UNIFORMS

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	**Description**

UNIFORM PANTS

	Horace Small Uniforms
HS2149	Navy Sentry (Honor Guard)
PT62NV	Navy 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
PT62NV	Work Pants, Polyester-Cotton Twill, Navy
	Dickies Industrial Wear
4879	Coverall, Poly-Cotton Blend, Navy

APPENDIX 2 - UNIFORMS

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	**Description**

HONOR GUARD APPAREL

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

SHOES, BOOTS & ACCESSORIES

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

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

APPENDIX 2 - UNIFORMS

ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT	
Blumenthal Part #	**Description**
WW928BK	New Balance Women's Shoe
	Rocky Shoes
5000	Oxford
5001	Oxford
5005	Chukka Boot
5101	Women's Oxford
5187	Women's Hi-Tec Boot
5248	Women's Hi Tec Stealth Boot
	5.11 Tactical
12002-019	Boot, 6"
12004-019	ATTAC Boot, 6"
12018-019	Women's Boot, 6"
12025-019	Women's ATTAC Boot, 6"

HATS AND CAPS

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

SOCKS, UNDERGARMENTS AND ATHLETIC WEAR

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

BELTS AND INSIGNIA

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

APPENDIX 2 - UNIFORMS

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

MISCELLANEOUS

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

cba Code: 295

Union Code: Q2

ADDENDUM A
KING COUNTY CORRECTIONS GUILD
WAGE RATES

Corrections Officer

Job Class Code: 5214100
PeopleSoft Job Code: 001404

Hourly Wage Rates
Effective:

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

Corrections Supervisors (Sergeant)

Job Class Code: 0001407
PeopleSoft Job Code: 001407

Hourly Wage Rates
Effective:

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

A. All step increases are based upon satisfactory performance during previous service.

B. Satisfactory performance shall mean an overall rating of "Meets Standards" or "Exceeds Standards" on the Employee Work Performance Review Report.

C. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

D. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attainment of a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.

ADDENDUM A
KING COUNTY CORRECTIONS GUILD
WAGE RATES

Longevity Incentive Pay: Additional compensation added to base monthly salaries of Corrections Officers and Corrections Supervisors. Calculation of same to be on a percentage basis using the employee's current pay step as the base. Amounts as follows:

After 6 years of service:	1%
After 8 years of service:	2%
After 10 years of service:	3%
After 12 years of service:	4%
After 15 years of service:	5%

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

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 shall be paid beginning the first of the month following the month in which the employee first qualifies for the incentive(s). Employees will not be allowed to receive educational incentive pay and tuition reimbursement as referenced in Article 17. Participation in the Tuition Reimbursement Program cancels all rights to education incentive pay.