AGREEMENT BETWEEN

UNIFORMED COMMAND ASSOCIATION

DEPARTMENT OF ADULT AND JUVENILE DETENTION

AND

KING COUNTY

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ARTICLE 1: POLICY AND PURPOSE

Section 1. ***Policy:*** These articles constitute an Agreement, 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 Adult and Juvenile Detention Uniformed Command Association, hereinafter referred to as Association. 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 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 that 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.

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

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

Section 2. ***Employment Lists:*** The County will transmit to the Association 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 the following: Determine the mission, budget, organization, number of employees, and internal security practices of the Department of Adult and Juvenile Detention; Implement and utilize recording video cameras in

all facilities excluding Captains' Office space or any other area prohibited by law; recruit, examine, promote, train employees of its choosing and determine the time and methods of such action; discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force; develop and modify class specifications; determine the method, manner, materials, and tools to accomplish the work; designate duty stations; and assign employees to those duty stations; establish reasonable work rules; assign hours of work and take whatever actions may be necessary to carry out the Department's mission in the case of emergency. In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with state law to negotiate or meet and confer, as appropriate.

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

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

ARTICLE 4: ASSOCIATION REPRESENTATION

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

Section 2. ***Association Representatives:*** The Department shall afford Association representatives a reasonable amount of time while on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Association 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.

The Department shall have the option of requiring time spent on such activities to be recorded by the Association representatives on a time sheet provided by the supervisor. Association

representative shall guard against use of excessive time in handling such responsibilities.

ARTICLE 5: HOLIDAYS

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

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

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

Section 2. ***Holiday Pay:*** All employees shall take holidays on the day of observance unless their work schedule requires otherwise for continuity of services, in which event, pay for such work will be done at one and one-half times the regular rate and the employee shall be eligible for either an additional 8 hours of pay at the straight-time regular rate or 8 hours of leave to be added to their accrued vacation, at the employee's option. Annually, no later than February 1st, employees shall make a selection for how they want their holiday hours credited for the year (pay or leave). In the

event the employee does not indicate a preference, the time shall be credited as 8 hours of pay. All leave accrued under this section will be administered through the vacation plan (including maximum accruals provided in Article 6, Section 1.2).

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

ARTICLE 6: VACATION

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

Beginning with Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

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

Section 1.2. Full-time benefit eligible employees may accrue up to sixty (60) days (480 hours) of vacation leave. Part-time benefit eligible employees may accrue vacation up to sixty (60) days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes 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 Director of the Department of Adult and Juvenile Detention has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Employer.

Section 2. ***Eligibility for Accrued Vacation:*** An employee shall not be granted vacation benefits if not previously accrued.

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

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

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

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

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

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

ARTICLE 7: SICK LEAVE

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

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

A. Employee illness;

B. Noncompensable injury of an employee (e.g. those injuries generally not eligible for worker's compensation payments);

C. Employee exposure to contagious diseases and resulting quarantine;

D. Employee disability due to pregnancy or childbirth;

E. Employee keeping medical, dental, or optical appointments.

F. Other reasons as required by law, including qualifying family medical leave.

Section 3. ***Vacation Sick Leave:*** A benefit eligible employee may, at management's discretion, be permitted to use up to one-half of his/her accrued vacation (5 days at eight (8) hours per day) as an essential extension of used sick leave. An employee may use accrued vacation, sick or other types of accrued leave for a qualifying leave under the Washington Family Care Act.

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

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

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

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

Association (VEBA), this cash out shall be subject to those provisions.

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

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

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

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

ARTICLE 8: WAGE RATES

Section 1. ***2015 Wage Rates*****:** Effective January 1, 2015 employees shall receive a 2.0% wage adjustment.

Section 2. ***2016 Wage Rates*****:** Effective January 1, 2016 employees shall receive a 2.25% wage adjustment.

Section 3. ***Firearms Qualified Premium:*** All bargaining unit employees that are gun qualified shall receive a premium of three percent (3%) of base wage. For employees to be eligible to

receive the firearms qualified premium, they must have completed and passed the Firearms Training Program, including Defensive Tactics (current gun qualified Captains who have not yet completed Defensive Tactics shall not have that affect their eligibility for the firearms premium), as well as any additional Department required use of force training for gun qualified employees (i.e. Taser training). Further agreement on the subject of Firearms Re-Qualification is attached hereto as an appendix.

Section 4. All Captains shall be paid at Range 71 of the King County Hourly Squared Schedule. All newly-promoted Captains' initial salary-step placement will be at Step 8 of Range 71, King County hourly squared table. Only Steps 5, 8, 9, 10 of Range 71 shall be used for the UCA. For those Captains who have not reached Step 8, upon final adoption of this agreement they shall move to Step 8.

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

ARTICLE 9: OVERTIME AND CALLBACK

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

Section 2. ***Overtime Cap/Limit:*** Association bargaining unit members will have the first right of refusal to work overtime before the overtime is offered to an employee of a lower classification. Management shall have the right to staff the third shift, Captain's position, on Saturday and Sunday, with an Acting Captain from the Sergeant's classification (with Association bargaining unit members having the first right of refusal). If there is only one UCA volunteer for

third shift on Saturday and/or Sunday, management maintains the right to determine at which facility that employee shall work. It is agreed that regular and reliable attendance is a requirement of employment. As such, employees shall be prohibited from working overtime and correspondingly taking leave for their normally scheduled shift(s). In addition to this specific rule, employees shall be prohibited from taking leave within 24 hours of working four (4) hours or more of overtime and shall be prohibited from working four (4) hours or more of overtime within 24 hours of taking leave. It is agreed that individual exceptions to this specific rule can be approved through the chain of command. Any violation of the general rule or the specific rule may lead to disciplinary action. In addition to the traditional disciplinary actions, employees may be subject to overtime caps, limitations on overtime availability, restrictions on leave use, among other actions.

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

Section 4. ***Daylight Savings Adjustment:*** The Department will pay one hour of overtime to all employees working an hour longer shift during the fall daylight saving adjustment period. Employees working during the spring daylight saving time adjustment period will either take one hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of their shift.

ARTICLE 10: HOURS OF WORK

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

Section 2. ***Assignment of Work Schedules:*** 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, 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 verbal or written notification of the

proposed change. In the exercise of this prerogative, department management will act reasonably and will establish schedules to meet the dictates of the work load, however, nothing contained herein will permit split shifts, rotating or floating shifts.

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

ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

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 Association 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.

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 then approved by ordinance by the King County Council.

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

Section 3. ***Limited Duty:*** Employees who are injured or temporarily disabled may be allowed to work in a "limited duty" status, if possible, while recuperating from such injury, provided said "limited 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.

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

during normal business hours.

Section 5. ***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 Department.

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

When the employee is dismissed from jury duty, either for the day or permanently, the employee is required to contact his/her supervisor immediately. The supervisor will instruct the employee when to report to work. There shall generally be 8 hours before being required to report to work when released for the day, and at least 16 hours before reporting to work after completing a full week, or more, of jury service.

Section 6. ***Bulletin Board:*** The Employer agrees to permit the Association to post on a County bulletin board, the announcement of meetings, election of officers, and any other Association material which is not prohibited by State law or County ordinance.

Section 7. ***Family and Medical Leave:*** Family and medical leave shall be granted as provided by the federal Family Medical Leave Act, the King County Family Medical Leave ordinance and any Washington state or other laws that provide for family medical leave. These laws and ordinances shall control in the event of a conflict with this section. The right to define and implement policy related to the family and medical leave provided under any of the laws cited above is vested exclusively with the County. Policy development and implementation may include, but is not limited to, the use of leave benefits while on legally-required qualified leave, eligibility requirements, medical certifications, and time used to determine eligibility for legally-required family and medical leave.

The County and the Union agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) concurrently, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being

adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks.

Section 8. ***Employer Provided Vehicles and Parking:*** The County shall provide a vehicle of its choosing to the Captains in charge of the Internal Investigation Unit and the Court Detail Unit. Parking said vehicles shall be at County Expense. Commute time while using said vehicles shall be noncompensable. Parking for Captains shall be provided at County expense in a County parking facility.

Section 9. ***Translation Premium:*** Employees selected by management to perform language translation activities shall receive five hundred dollars ($500.00) per each year in which they are requested to perform translation activities. The stipend shall be paid to eligible employees per pay period on a pro-rated basis. The process for selection shall be discussed in the Labor Management Committee.

Section 10. ***Uniforms:*** The employer shall continue the practice of issuing, on or about April of each year, a voucher, equivalent in value to purchase two (2) shirts, two (2) pants and a pair of shoes in whatever is presently designated as the duty uniform. The employer shall also issue a clothing allowance to the Internal Investigations Unit (IIU) Captain, in lieu of a uniform voucher. This clothing allowance shall also be provided to any civilian attired Captains. The amount of the clothing allowance shall be six hundred dollars ($600.00), before appropriate individual payroll taxes, for the purchase and maintenance of authorized appropriate clothing. This allotment shall be made for each year of the assignment. Management maintains the ability to determine the appropriate clothing required for such assignment.

Annually, employees will also be given four hundred fifty dollars ($450.00), to be paid in equal installments of $17.31 per pay period, before appropriate individual payroll taxes, for the purpose of maintenance.

Section 11. ***Disability Accommodation in Employment:*** The provisions of Executive policy PER-22-4-2 (AEP), "Disability Accommodation in Employment" shall apply to all bargaining unit employees.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 1. ***Intent:*** King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Section 2. ***Definition:*** A grievance shall be defined as an express violation of a provision of this Agreement.

Section 3. ***Procedure:***

Step 1 - A grievance shall be presented in writing by the aggrieved employee, and his/her Association representative, within ten (10) working days of the occurrence of such grievance, to the Facility Commander. The Facility Commander shall gain all relevant facts and shall attempt to investigate, discuss, adjust the matter and provide a written reply. The Facility Commander's written decision shall be made available to the aggrieved employee within twenty (20) working days. If a grievance is not pursued to the next level within five (5) working days, it shall be presumed resolved.

Step 2 - If, after thorough evaluation, the decision of the Facility Commander has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Director. The Department Director will have twenty (20) working days to review the statement(s), letters, memoranda and other written materials previously submitted. The Director may also interview the employee and/or his/her Association representative and receive any additional related evidence he/she may deem pertinent to the grievance to resolve the issue. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

Step 3 - If the decision of the Director has not resolved the grievance, the grievance may be presented to the Office of Labor Relations, and a hearing may be held to review the parties' positions, OLR shall render a decision on the grievance within twenty (20) working days.

Step 4 - (Arbitration). The Association may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes to arbitrate. 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 Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected from a list by both the County representative and the Association, each alternately striking a name from the list until one name remains. The arbitrator, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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 the 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 witnesses appearing on the party's behalf. Each party shall bear the cost of preparation and presentation of the matter and all costs associated with the hiring of attorneys in presenting the parties case.

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

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

Time restrictions may be waived by consent of both parties.

Section 4. ***Multiple Procedures:*** If employees have access to multiple County 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 the Step 2 of this grievance procedure.

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

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

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

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

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

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

ARTICLE 14: FURLOUGH AND SHIFT ASSIGNMENTS

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

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

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 work assignments.

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

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

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 Association.

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

ARTICLE 15: FIREARMS

Section 1. ***Ammunition:*** Employer agrees to continue to provide practice ammunition to weapons-qualified Corrections Captains in the amount of 50 rounds per month.

Section 2. ***Workplace Violence Prevention:*** The parties agree to the adoption and implementation of the Workplace Violence Prevention Policy as to members of the Association, provided that Section 6.3 of this policy shall not apply to Association members who bring a firearm into the King County Correctional Facility, the detention area of the Regional Justice Center, or the Court Detail area of the Courthouse for storage in a gun locker. Such employees may also bring a firearm into a County building to the extent necessary to travel between the work areas described above and their personal vehicles or other means of transportation to and from work. Notwithstanding the above, any employees who are not legally authorized to possess a firearm are not permitted to bring a firearm onto County property. All other Department or County policies, regulations and procedures which govern the use of gun lockers or the possession of weapons within the King County Corrections Facility or the detention area of the Regional Justice Center will continue to apply.

ARTICLE 16: TRAINING AND EDUCATION REIMBURSEMENT

Section 1. ***General:*** The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 2. ***Training Opportunities:*** Notice of special schools and general training

opportunities will be posted and all interested personnel will be allowed to apply for these opportunities prior to any final selection. In addition, the department will continue its practice of sending notices of specialized training opportunities to applicable personnel.

Employees shall be eligible to be paid their regular wages while attending approved and job-related in-service, meetings, educational workshops and/or seminars plus travel expenses in accordance with the County travel reimbursement policies.

ARTICLE 17: 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 to renegotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 18: WAIVER CLAUSE

The parties acknowledge that each has had 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 Association, 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 19: 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 go. In the event there are two or more employees eligible for layoff with the Department with the same classification and seniority, the Department Director will determine the order of the layoff based on employee performance.

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

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

ARTICLE 20: DURATION

This Agreement and each of its provisions, unless otherwise stated shall become effective upon ratification by the Association and the King County Council and shall continue in full force and effect from January 1, 2015 through December 31, 2016.

Contract negotiations for 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 21 day of SEPTEMBER 2015.

By: _____

King County Executive

For Uniformed Command Association:

_____

Captain Mike Woodbury
President
Uniformed Command Association

APPENDIX A - 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.

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 allowed 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 #2 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 carry a firearm while on duty. 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 are excused for medical reasons from the semi-annual requalification and the make-up shoot 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 allowed to carry a firearm while on duty 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 #3 above if a passing score is not obtained.

8. 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.

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