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

ARTICLE 1: DEFINITIONS, POLICY, AND PURPOSE 1
ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP 2
ARTICLE 3: MANAGEMENT RIGHTS 3
ARTICLE 4: ASSOCIATION REPRESENTATION 4
ARTICLE 5: HOLIDAYS 5
ARTICLE 6: VACATION 7
ARTICLE 7: SICK LEAVE 9
ARTICLE 8: DONATED LEAVES 13
ARTICLE 9: OTHER LEAVES 16
ARTICLE 10: WAGE RATES 20
ARTICLE 11: SPECIAL DUTY ASSIGNMENTS 23
ARTICLE 12: OVERTIME AND CALLBACK 27
ARTICLE 13: HOURS OF WORK 30
ARTICLE 14: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS 31
ARTICLE 15: MISCELLANEOUS 32
ARTICLE 16: GRIEVANCE PROCEDURE 36
ARTICLE 17: DISCIPLINE AND SUNSET CLAUSE 40
ARTICLE 18: FURLOUGH AND SHIFT ASSIGNMENTS 41
ARTICLE 19: FIREARMS 43
ARTICLE 20: TRAINING AND EDUCATION REIMBURSEMENT 44
ARTICLE 21: SAVINGS CLAUSE 45
ARTICLE 22: WAIVER CLAUSE 46
ARTICLE 23: REDUCTION IN FORCE 47
ARTICLE 24: DURATION 48
APPENDIX A: FIREARMS RE-QUALIFICATION 49
ADDENDUM A: EQUITY AND SOCIAL JUSTICE JOINT LABOR-MANAGEMENT TASK-FORCE

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

AGREEMENT BETWEEN
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DEPARTMENT OF ADULT AND JUVENILE DETENTION
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ARTICLE 1: DEFINITIONS, POLICY, AND PURPOSE

Section 1.1. ***Definitions:***

A. Director: Director of the Department of Adult and Juvenile Detention.

B. Designee: Representative selected by the Director to carry out their duties and responsibilities.

C. Comprehensive leave eligible employee/position: Full-time regular, part-time regular, provisional, probationary and term-limited temporary (TLT) employees.

Section 1.2. ***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 County, and the Adult and Juvenile Detention Uniformed Command Association, hereinafter referred to as the Association. This agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

Section 1.3. ***Purpose:*** The intent and purpose of this Agreement is to set forth the wages, hours, and other working conditions of employees in the bargaining unit, 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.

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ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 2.1. ***Exclusive Recognition:*** The King County Council recognizes the signatory organization as representing Corrections Captains in the Department of Adult and Juvenile Detention.

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

Section 2.3. ***Membership Dues and Deductions/Revocation:*** Upon written receipt from the Association of a voluntary authorization by an employee covered under Section 2.1 of this Article, the County shall have deducted from the pay of such employee, the amount of dues, charges, assessments, and/or fees as set by the Association and shall transmit the same to the Association. If the County receives such authorization directly from an employee, it shall forward such request to the Association as soon as practicable. The County shall end payroll deduction for an employee after it receives confirmation from the Association regarding the employee's revocation; the termination of such deduction shall take place no later than the second payroll after receipt of the confirmation.

Section 2.4. ***Indemnification:*** The Association 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, charges, assessments, and/or fees for the Association. The Association 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 2.5. ***Association Notification:*** The County will supply the Union with the following information within approximately fourteen (14) calendar days of an employee's date of new Association eligibility:

1. First and last name
2. U.S. mailing address
3. Date of hire
4. Rate of pay
5. FTE status

Section 2.6. ***Employment Lists:*** The County will transmit to the Association a current listing of all employees in the bargaining unit within thirty (30) calendar days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, division, and salary.

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ARTICLE 3: MANAGEMENT RIGHTS

It is recognized that the County retains the right to manage the affairs of the County and to direct the work force. Such functions of the County include, but are not limited to 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 County 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 County not specifically abridged, deleted, or modified by this Agreement are recognized by the Association as being retained by the County.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 4: ASSOCIATION REPRESENTATION

Section 4.1. ***Negotiation:*** Up to two (2) employees who are elected to serve on the Association negotiating committee shall be allowed paid release time to attend negotiating meetings with the County when negotiations occur during their regularly scheduled work hours, and with prior approval from the employee's Division Director. A third employee may attend on paid release time when negotiations occur during their regularly scheduled work hours, with prior approval, and provided that backfill is not required.

Section 4.2. ***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.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 5: HOLIDAYS

Section 5.1. ***Holidays:*** All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

HOLIDAYS	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 beginning in 2022
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October beginning in 2022
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

Excluding New Year's Day and Christmas Day, when holidays fall on a Saturday, the Friday before shall be observed as the holiday, and when holidays fall on a Sunday, the Monday following shall be observed as the holiday.

Section 5.2. ***Holiday Observance and Pay:***

A. All employees shall take holidays off using holiday leave on the day of observance unless their work schedule requires otherwise for continuity of services.

B. If an employee works on an observed holiday, pay for such work will be calculated at one and one-half times their base rate, and the employee shall be eligible for an additional eight (8) hours of pay at the straight-time rate.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

C. If a holiday falls on an employee's furlough day, and the employee does not work that day, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time rate or eight (8) hours of leave to be added to their accrued vacation bank, at the employee's option.

D. 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 eight (8) hours of pay at the straight time rate. Leave added to the vacation bank under these provisions will be subject to all of the same provisions as accrued vacation contained in this Agreement, including the maximum carryover accruals provided in Article 6, Section 6.2).

Section 5.3. ***Floating Holidays:*** Annually, comprehensive leave eligible employees active on January 15 shall receive two (2) personal holidays, at eight (8) hours for each day, to be added to their vacation bank on the paycheck that includes February 1. New or reinstated employees who are eligible for comprehensive leave benefits who are active on or before November 15th shall receive two (2) personal holidays, at eight (8) hours each, to be added to their vacation bank on the last day of the first pay period following their date of hire. These days can be used in the same manner as any vacation day earned, and are subject to all of the same provisions as accrued vacation contained in this Agreement. In no event shall there be more than two (2) personal holidays awarded per year.

Section 5.4. ***Holiday Eligibility:*** An employee must be in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay or leave. However, an employee who has successfully completed at least five (5) years of service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday will be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 6: VACATION

Section 6.1. ***Accrual Rates:*** Comprehensive leave eligible employees working forty (40) hours per week, shall receive vacation benefits as indicated in the following table:

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year
0	0.04620	12.01200
60	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

Part-time comprehensive leave 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 6.2. ***Vacation Leave Cap:***

A. All comprehensive leave eligible employees hired with the County on or before December 31, 2017 may carryover up to four hundred eighty (480) hours of vacation leave, prorated to reflect their normally scheduled work schedule, into each new calendar year.

B. All comprehensive leave eligible employees hired with the County after December 31, 2017 may carryover up to three hundred twenty (320) hours of vacation leave, prorated to reflect their normally scheduled work schedule, into each new calendar year.

C. Employees shall use vacation leave beyond the maximum carryover 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 carryover amount will result in forfeiture of the vacation leave beyond

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

the maximum amount unless the Director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as may be in the best interest of the County. The Department of Human Resources Director may develop procedures for authorizing carryover above the maximum.

Section 6.3. ***Eligibility for Vacation Leave:*** An employee shall not be granted vacation leave benefits if not previously accrued.

Section 6.4. ***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 6.5. ***Use:*** All vacation requests for approval shall be made at least twenty-four (24) hours in advance. Vacation may only be requested for use in one-half (1/2) hour increments.

Section 6.6. ***Upon Termination:*** Upon termination for any reason, the employee will be paid for unused vacation credit, up to a maximum of three hundred twenty (320) or four hundred and eighty (480) hours, depending on the employee's hire date as defined in Section 6.2.

Section 6.7. ***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 three hundred twenty (320) or four hundred and eighty (480) hours, depending on the employee's hire date as defined in Section 6.2.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 7: SICK LEAVE

Section 7.1. ***Accrual Rate:*** Every employee in a comprehensive leave eligible position shall accrue sick leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive of overtime, up to a maximum of ninety-six (96) hours per year, unless additional leave is required by law. The employee is not entitled to use sick leave until the day after the end of the pay period in which it was accrued.

Section 7.2. ***Eligible Absences:*** Sick leave shall be paid on account of employee absences from the workplace for the following reasons:

A. For self-care or to care for a family member:

1. Due to a mental or physical illness, injury or health condition;
2. To obtain medical diagnosis, care or treatment of mental or physical illnesses, injuries, or health conditions; or
3. To receive preventative care;

B. For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76;

C. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason;

D. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100; or

E. For family and medical leave available under federal law, state law or King County ordinance.

Section 7.3. For purposes of paid sick leave, a "family member" is:

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

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B. The parent of an employee, employee's spouse or employee's domestic partner. Parent includes:

1. A biological parent;

2. An adoptive parent;

3. A de facto parent;

4. A foster parent;

5. A stepparent;

6. A legal guardian; or

7. A person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner;

C. A spouse;

D. A domestic partner;

E. A grandparent;

F. A grandchild; or

G. A sibling.

Section 7.4. ***Incremental Usage:*** Sick leave may only be requested for use in one-quarter (1/4) hour increments.

Section 7.5. ***Maximum Accrual:*** There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year.

Section 7.6. ***Upon Separation:*** Separation from King County employment for any reason except by retirement shall cancel all sick leave accrued by the employee. Should the employee resign in good standing and return to the County within two (2) years of the separation, the employee's previously forfeited sick leave shall be restored.

Section 7.7. ***Cash Out:*** Comprehensive leave eligible employees who have completed at least five (5) 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 for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

employee's base rate, plus longevity if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from a Department of Retirement Services retirement plan immediately upon terminating County employment. If a retiree who cashes out their sick leave is rehired, that employee is not entitled to have any sick leave restored. If the bargaining unit has adopted the Voluntary Employee Beneficiary Association (VEBA), this cash out shall be subject to those provisions.

Section 7.8. ***Worker's Compensation:*** Employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments in a total amount greater than the regular pay of the employee.

Section 7.9. ***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 7.10. ***Use of Sick Leave:*** Captains shall call in at least two (2) hours prior to their assigned shift when calling out sick. Captains, when reasonable, shall notify a member of the Command Staff when intending to leave the shift due to illness or injury prior to leaving the facility.

Section 7.11. An employee must use all of the employee's sick leave before taking unpaid leave for the employee's own health reasons unless the employee has been approved to receive and is currently on Washington State Paid Family Medical Leave (PFML). If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment wage replacement payments with the use of accrued sick leave up to the employee's regular pay.

Section 7.12. When leave is taken to care for a family member, the employee shall choose at

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

the start of the leave whether the particular leave will be paid or unpaid, unless the employee has been approved to receive and is currently on PFML. While taking leave for family reasons, if covered under the Washington State Family Care Act (WSFCA), the employee may also choose the type of paid leave used available to them (e.g., sick leave, vacation). When an employee chooses to take paid leave for family reasons, the employee may set aside a reserve of up to 80 hours of accrued sick leave.

Section 7.13. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

Section 7.14. Failure to return to work by the expiration date of a leave of absence without an approved request for the leave to be extended or abuse of sick leave may be cause for disciplinary action, up to and including, termination of the employee from employment.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 8: DONATED LEAVES

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

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

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

Section 8.4. ***No accruals on donated leave:*** Accrued leave will not accrue on donated leave as it is used.

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

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

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

C. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be three (3) or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in A and B above are met.

D. Vacation leave hours. Except as provided under Section 8.7.B., the amount of donated vacation cannot exceed the donating employee's leave accrual balance at the time of donation.

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

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

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

Section 8.7. ***Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee Donations:***

A. A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 8.5 D. and E. above, to another comprehensive leave eligible employee.

B. Donation limits, as provided under Subsections 8.5 D. and E. above, are exclusive of donations to the Emergency Medical Leave Fund under 8.8.

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

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

A. The County will create a pilot program, whereby a comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave) to an "Emergency Medical Leave Fund" (Fund) that is managed by DHR. At the County's discretion, the pilot program can either be continued as a regular program or discontinued upon 30-day written notice to the Association.

B. Donation of Vacation hours. An employee is limited to donating 80 hours of accrued vacation per calendar year to this Fund unless the employee's department director approves a greater amount.

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

1. The comprehensive leave eligible employee must submit a request to DHR for hours.

2. The maximum donation an employee can receive up to 80 hours based on

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour workweeks, prorated for part-time employees.

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

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

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

Section 8.9. ***Donation of Vacation or Compensatory Hours to Nonprofit Organizations:*** The executive may implement a process providing the opportunity for comprehensive leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

Section 8.10. ***Donation to an Account or Program to Benefit Children of Deceased Employee:*** If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under 23 years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 9: OTHER LEAVES

Section 9.1. ***Military Leave:*** Employees shall receive military leave in accordance with County policy, state and federal law, as amended.

Section 9.2. ***Unpaid Leaves of Absence:***

A. Short-Term Leaves of Absence. A leave of absence without pay, not covered by any other provision of this Agreement, for a period not exceeding thirty (30) consecutive days may be granted to a comprehensive leave eligible employee by the employee's Division Director.

B. Long-Term Leaves of Absence. The Director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than thirty (30) days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than thirty (30) days must be approved by the Director of the Department of Human Resources. Long-term leaves may be unconditional, or conditional with any conditions set forth in writing at the time that the leave is approved with the understanding that barring layoffs, the Department shall reinstate the employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return with no loss of seniority. The layoff, seniority, and bumping rights in Article 23 shall be applied to leaves of absence.

C. Early Return. An employee who is on a leave of absence without pay, not covered by any other provision of this Agreement, may return from the leave before its expiration date if the employee provides the Division Director with a written notice to that effect at least fifteen (15) days before the date of return.

Section 9.3. ***Leave for Volunteer Service:*** Comprehensive leave eligible employees may use up to three days (maximum of eight hours each day) of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per Department leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

volunteer organization or school.

Section 9.4. ***Jury Duty:***

A. A comprehensive leave eligible employee notified to serve on jury duty must inform their supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the date the employee is required to report for jury duty. The supervisor may reassign the employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the hours and days, respectively, the employee is required to report or be available for jury duty.

B. When released from jury duty for the day, and/or when the total required assignment to jury duty has expired, the employee will notify their supervisor. The employee will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before the employee must report back to work and their regular shift and schedule. Comprehensive leave eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services.

C. Employees who are ineligible for comprehensive leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received.

Section 9.5. ***Federal Family and Medical Leave Act:***

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve (12) month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six (26) weeks of paid or unpaid FMLA leave in a single twelve (12) month period to care for

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

the service member with a serious injury or illness.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

C. In order to be eligible for FMLA, an employee must have been employed by the County for at least twelve (12) months and have worked at least 1,250 hours in the twelve (12) month period prior to the commencement of leave.

Section 9.6. ***King County Family and Medical Leave:***

A. As provided by King County Code, as amended, an eligible employee may take up to eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve (12) month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA, or other family and medical leaves available under federal or state law.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and county leaves to the extent allowed, including but not limited to the FMLA, and PFML.

C. In order to be eligible for KCFML under this Article, an employee must have been employed by the County for at least twelve (12) months and have worked at least 1,040 hours in the preceding twelve (12) month period for a forty-hour week employee or 910 hours in the preceding twelve (12) month period for a thirty-five hour week employee.

D. An employee who returns from KCFML within the time provided under this Article is entitled to the same position the employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

Section 9.7. Failure of an employee to return to work by the expiration date of leave under Sections 8.6 or 8.7 may be cause for termination of the employee from County service.

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Section 9.9. ***Bereavement Leave:***

A. Employees eligible for comprehensive leave benefits shall be granted up to five (5) work days, maximum forty (40) hours, (pro-rated for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within one year from the date of the qualifying death.

B. Immediate family shall be defined as:

1. spouse or domestic partner

2. legal guardian, ward, or any person whom the employee has legal custody

3. the following family members of the employee, the employee's spouse, or the employee's domestic partner:

a. a child;

b. a parent; (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis);

c. a grandparent;

d. a son or daughter-in-law;

e. a grandchild; or

f. a sibling

C. Employees who are not eligible for comprehensive paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave with prior Department approval.

D. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

E. The use of additional accrued vacation leave or compensatory time off may be approved by the Department as an extension to bereavement leave.

F. Employees that request bereavement leave may be asked by their supervisor to provide objective information (e.g., obituary newspaper article) related to a death and to describe their relationship to the deceased.

Section 9.10. ***Paid Parental Leave:*** Paid parental leave shall be granted to employees pursuant to King County Code Section 3.12.219, as amended, and 3.12.221, as amended.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 10: WAGE RATES

Section 10.1. ***2021 Wage Rates:*** Effective January 1, 2021 employees shall receive a 1.5% general wage increase.

Section 10.2. ***2022 Wage Rates:*** Effective January 1, 2022 employees shall receive a 3% general wage increase.

Section 10.3. ***2023 Wage Rates:*** Effective January 1, 2023 employees shall receive a 3% general wage increase.

Section 10.4. ***2024 Wage Rates:*** Effective January 1, 2024 employees shall receive a 3% general wage increase.

Section 10.5. ***No Paid Meals or Coffee:*** Employees shall not be provided with meals or coffee in Department facilities at County expense.

Section 10.6. ***Firearms Qualified Premium:*** All bargaining unit employees that are gun qualified shall receive a premium of three point thirty-three percent (3.33%) of their base rate. For employees to be eligible to receive the firearms qualified premium, they must have completed and passed the Firearms Training Program, including Defensive Tactics, 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 10.7. ***Probation, Step Placement, and Increases:*** All newly hired and promoted employees must serve a probationary period as defined in King County Code 3.12.100, as amended. All newly-promoted Captains' initial salary-step placement will be at Step 1 of the Association pay range, or the step that is at least five percent above the former rate of pay (base rate of pay plus longevity, if applicable), whichever is greater. Upon successful completion of the probationary period, as defined in King County Code 3.12.100, as amended, employees shall advance to Step 2. Employees shall progress one step on the following January 1, and every January 1 until they have reached Step 4, except that the second salary increase skips a January 1 when first salary increase following the successful completion of probation is between October 1 and December 31, inclusive. The unique Association pay range is as follows:

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

Year	Step 1	Step 2	Step 3	Step 4
2021	55.8694	59.9663	61.3981	62.8641
2022	57.5455	61.7653	63.2400	64.7500
2023	59.2719	63.6183	65.1372	66.6925
2024	61.0501	65.5268	67.0913	68.6933

Section 10.8. ***Working Out of Classification:***

A. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 calendar days. Employees working-out-of-classification may not be required to perform all of the responsibilities of the higher-level classification.

B. FLSA non-exempt working-out-of-classification assignments must occur in full day/shift increments. FLSA-exempt working-out-of-classification assignments shall be made in full-week increments, from Saturday through Friday.

C. While working-out-of-classification, the employee will receive a 5% working-out-of-classification pay premium. Any overtime earned in a FLSA non-exempt position while working-out-of-classification will include the 5% premium.

D. If a working-out-of-classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.

Section 10.9. ***Longevity Incentive:*** Effective January 1, 2017, UCA members shall be eligible for longevity pay as follows:

After Six (6) Years of DAJD Service	1%
After Eight (8) Years of DAJD Service	2%
After Ten (10) Years of DAJD Service	3%
After Twelve (12) Years of DAJD Service	4%
After Fifteen (15) Years of DAJD Service	5.25%

The additional compensation shall be calculated using the employee's current pay step as the base, which will be added to the base bi-weekly salaries of Corrections Captains.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

Section 10.10. ***One-time Bonus:*** Employees shall receive a one-time $1,000 bonus, less mandatory withholdings, if they 1) are active at the time this Agreement is implemented and 2) worked during 2021. Employees who retired or were medically separated prior to the date of implementation shall receive a prorated bonus if they worked in 2021.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 11: SPECIAL DUTY ASSIGNMENTS

Section 11.1. *Definitions*:

- Special Duty Assignment – When an employee in a regular position is temporarily assigned to a classification with a higher rate of pay, and the higher-level duties comprise the majority of the work performed for a minimum of thirty (30) calendar days.
    - Temporary employees, including TLTs, are not eligible for special duty assignments.
- Base Position – The employee's underlying position while on special duty assignment.
- Base Union – The union that represents the employee's base position.
- Acting Union – The union that represents the special duty position or body of work.

Section 11.2. *Duration*:

A. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five (5) years, as outlined in the following circumstances:

(1) *30 days to 12 Months* – Shall be approved by the Department Director or designee to provide additional staffing:

a. Due to work that exceeds either the volume and/or complexity of what is routine, and is for a limited duration;

b. Due to unforeseen work caused by unique circumstances, which are not expected to reoccur; or

c. Needed to either develop and/or implement, a new function, system, or proposal.

d. To backfill for a vacant regular position.

(2) *Up to Three Years* – Shall be approved by the Director of Human Resources or designee:

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a county function, project or department.

(3) *Up to Five Years* - Shall be approved by the Director of Human Resources or designee:

a. To backfill a regular position, when:

1) An employee is absent because of an extended leave of absence for a medical reason;

2) An employee is absent because of military service; or

3) An employee is absent because of a special duty or other assignment.

b. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

B. FLSA-exempt special duty assignments shall be made in full-week increments, from Saturday through Friday.

C. An employee's special duty assignment will end when the Department becomes aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a 30-day absence, whichever occurs first.

Section 11.3. ***Recruitment:*** Special duty positions shall be posted and a selection process will be conducted for special duty assignments.

A. The County reserves the right to fill with a special duty assignment or working out of class assignment while conducting a selection process.

B. If the special duty position is converted to a regular position and the individual who served in the special duty assignment is hired into the regular position, the employee shall receive credit towards his or her probationary period for the time served in the special duty assignment. If the time served in the special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

Section 11.4. ***Pay:***

A. An employee on special duty will be placed at the first step of the special duty

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

classification pay range or be given a flat 5% above the employee's base rate of pay, whichever is higher.

B. If an employee's pay in their base position includes longevity pay, pay for the employee's special duty assignment is calculated using the longevity pay, however in no case shall the employee's pay rate exceed 5% above the top step of the special duty classification pay range.

C. An employee on special duty will continue to advance through the salary steps of his or her base pay range while on special duty. If the employee is at their top step in the base classification, the employee will be eligible to advance in the steps of the special duty classification under the terms of the Agreement for that position, or Personnel Guidelines, whichever is applicable.

D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination as a result of promotion or reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations.

E. If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.

G. Compensation, hours of work, and applicable contractual working conditions (with the exception of union pension contributions) shall be consistent with the acting special duty union's collective bargaining agreement, or Personnel Guidelines if serving special duty in a non-represented position, from the time the employee is placed in the assignment until the time the employee returns to their base position. Limited contractual provisions relating to the base position (i.e., reduction in force, seniority, discipline) shall continue to apply during the special duty assignment.

Section 11.5. ***Paid Leave While On Special Duty:*** Paid leave taken while on a special duty assignment shall be at the employee's special duty pay rate.

Section 11.6. ***Compensatory Time While on Special Duty:*** All accrued compensatory time shall be cashed out when an employee begins a Special Duty Assignment.

Section 11.7. ***FLSA Status Change:***

Below summarizes how compensatory time and executive leave are handled when there is an

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FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	The employee may be eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 12: OVERTIME AND CALLBACK

Section 12.1. Definitions:

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

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

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

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

Section 12.2. *Overtime Payment Rate:*

A. Contract Overtime. Employees will be paid at the rate of time-and-one-half their base rate of pay for all consecutive (immediately before or after, with no break in time) hours worked in excess of their normal scheduled work day or work week (e.g. employees regularly assigned to work an 8-hour, 10-hour, or 16-hour day shall accrue overtime after the 8th, 10th, or 16th consecutive hour, respectively), or for all hours worked on a furlough day. Sick leave use shall not count as hours worked for overtime eligibility.

B. FLSA Overtime. For the purpose of calculating FLSA overtime, the work period shall begin at 12:00 a.m. on Saturday of each week and continue for a total of seven (7) consecutive days through 11:59:59 p.m. the following Friday. For FLSA Overtime, employees shall be paid their hours worked, plus one-half (0.5) the FLSA rate (also known as the regular rate). FLSA Overtime compensation shall include all remuneration required under the FLSA which includes, but is not limited to, the base rate, firearms qualification, language translation, work in higher classifications, and longevity compensation provided for under this Agreement.

Section 12.3. *Overtime Cap/Limit:* Association bargaining unit members will have the first

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

right of refusal to work overtime before the overtime is offered to an employee of a lower classification. Management maintains the right to determine at which facility an employee shall work based on exigent operational needs. 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 twenty-four (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 12.4. *Compensatory Time*:

A. Upon approval, employees may accrue (earn) a maximum of eighty (80) hours of compensatory time each calendar year. Employees who have reached the annual maximum of eighty (80) hours of compensatory time must take overtime compensation in pay, except that employees may continue to accrue an additional forty (40) hours of compensatory time (up to 120 hours total) when volunteering for overtime that prevents a Sergeant from being subject to mandatory overtime as a Captain. Employees who have reached the annual maximum of 120 hours of compensatory time must take all overtime compensation in pay.

B. Compensatory time may be cashed out at any time at the discretion of management, and will be cashed out each year in the pay period that includes December 31st.

C. Compensatory time may only be requested for use in one-half (1/2) hour increments.

D. Requests to use compensatory time shall be made at least seventy-two (72) hours prior to the time being requested. Any requests within seventy-two (72) hours of the start of the shift shall be reviewed for approval on a case-by-case basis, and may not be approved if the approval would result in mandatory overtime for an officer or sergeant.

E. Requests to use compensatory time on a legal or contract holiday is unduly

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

burdensome and disruptive to operations, and shall not be approved.

F. Management's decisions in the application or granting of compensatory time shall not be subject to the provisions of Article 16, Grievance Procedure.

Section 12.5. ***Daylight Savings Adjustment:*** The Department will pay one (1) 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 (1) hour of vacation or compensatory time, or one hour of leave without pay, to cover the reduction of their shift.

Section 12.6. ***Cancellation of Voluntary Overtime:*** Captains shall cancel overtime for which they have volunteered with a minimum of eight (8) hours of notice, with reasonable exceptions.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 13: HOURS OF WORK

Section 13.1. ***Hours of Work:*** The normal working hours of Correction Captains shall be the equivalent of forty (40) hours per week.

Section 13.2. ***Assignment of Work Schedules:*** The establishment of reasonable work schedules (days of work, hours of work, and/or work locations) 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 cases of emergency or 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 13.3. ***Work Schedules:*** The County 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.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 14: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

The County presently participates in insured medical, dental, vision, and life insurance programs. The plan designs and plan features for the insured benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations, including the Association. The Association participates on the JLMIC, and adopts all terms and conditions of any JLMIC Agreements.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 15: MISCELLANEOUS

Section 15.1. ***Mileage Reimbursement:*** All employees who have been authorized by management to use their own transportation on County business shall be reimbursed at the rate established through ordinance by the King County Council. The current King County mileage rate will not be paid for attendance at King County Courts.

Section 15.2. ***Damage to Personal Items:*** 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 15.3. ***Transitional (Limited) Duty and Reasonable Accommodation:*** The County's "Transitional Duty for Employees with Temporary Medical Restrictions" Policy (PER 22-6-1-EP), as amended, and "Reasonable Accommodation in Employment for Individuals with Disabilities" Policy (PER-22-4-3-EP), as amended, shall apply to all Association bargaining unit employees.

Section 15.4. ***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 15. 5. **Acceptable Use of Information Assets*:*** All employees shall adhere to the County's "Acceptable Use of Information Technology Assets" Policy, as amended.

Section 15.6. ***Bulletin Board:*** The County agrees to provide bulletin boards in areas accessible to the members for the use of Association officers and representatives to post announcement of meetings, election of officers, and any other Association materials. No materials of a political nature can be posted.

Section 15.7. ***Electronic Devices:*** The County will permit Association officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Association business related to the County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations, or result in additional expense to the County. The parties

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

Section 15.8. ***Background Checks for Access to Criminal Justice Databases:*** The Department is an authorized participant in the ACCESS/WACIC system run by the Washington State Patrol and is required to conform to all established policies and procedures established by the Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall conduct a background re-investigation every five years for all employees who use or work on the connection to these systems.

Section 15.9. ***Employer Provided Vehicles and Parking:***

A. Automated Vehicle Location (AVL) System. County vehicles may be equipped with an Automated Vehicle Location (AVL) system. The County's "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:

1. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.

2. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions.

3. The County will not access data for the purpose of disciplinary action unless there is a documented good-faith reason to believe that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action (i.e., no fishing expeditions).

4. If the County is aware of AVL data that may pertain to an investigation, as defined above, the employee who is subject to the investigation and/or the Association will have the right to view the AVL data before an investigatory interview is conducted by the Department.

5. The County will comply with requests from the employee and/or the Association for access to AVL data, where discipline or the potential to issue discipline exists.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

6. All Public Disclosure Requests related to AVL data on Department employees will be forwarded to Department Public Disclosure officials for response pursuant to the Department's policies and procedures.

B. Unit Vehicles. 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 for said vehicles shall be at County Expense. Commute time while using said vehicles shall be non-compensable. Employees shall be taxed on parking benefits beyond the maximum allowable limits, and for personal trips using take home vehicles, pursuant to federal law.

C. Parking. Parking for employees shall be provided at County expense in a County parking facility.

D. The County agrees to maintain the current public transportation pass benefit and free ride home program for the eligible employees for the term of this Agreement.

Section 15.10. ***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. Eligible employees shall be required to pass a language proficiency test administered by the County. The County retains the discretion to determine the number of employees that may qualify for the premium.

Section 15.11. ***Uniforms:***

A. The County 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 County 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.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

B. 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 15.12. ***Conflicts of Interest Policy:*** All employees shall adhere to the King County Employment Conflicts of Interest Policy, as amended, in accordance with MOA 380U0120.

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

ARTICLE 16. GRIEVANCE PROCEDURE

Section 16.1. ***Purpose:*** The County and the Association recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Association will extend every effort to settle grievances at the lowest possible level of supervision.

Section 16.2. ***No Discrimination:*** Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

Section 16.3. ***Grievance Definition:*** A grievance is defined as an allegation by either party to this Agreement that an express violation of one or more terms of this Agreement has occurred.

Section 16.4. ***Election of Remedies:*** A regular employee who is covered by this Agreement has access to either to the grievance procedure herein, or the grievance procedure contained in the King County Personnel Guidelines, as amended. Selection of one procedure will preclude access to the other to resolve the grievance. Selection must be made at the conclusion of Step 1 of the procedure set forth in the Personnel Guidelines, as amended, or at the conclusion of Step 2 of the grievance procedure in this Article. The employee's selection is final.

Section 16.5. ***Exclusive Representative:*** The Association will not be required to press employee grievances if in the Association's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Association will be the exclusive representative of the employee. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Association's legal obligations for representation, unless the employee and Association mutually agree otherwise.

Section 16.6. ***Access to Grievance Procedure:*** Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.

STEP 1 – Facility commander/designee- A grievance must be presented in writing by the Association representative within thirty (30) calendar days of the occurrence or employee/Association knowledge of such grievance. The grievance shall be presented to the facility

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

commander or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

(1.) The facility commander/designee will meet with the employee and Association representative to discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 1 grievance.

(2.) The supervisor/designee will issue a written decision to the Association within fifteen (15) calendar days following the discussion.

(3.) If the Association does not pursue the grievance to STEP 2 within fifteen (15) calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

STEP 2 - Department Director/designee - The grievance will be presented in writing to the Director for investigation, discussion, and written reply.

(1.) The Director will meet with the employee and Association to discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 2 grievance.

(2.) The Director will issue a written decision to the Association within fifteen (15) calendar days following the discussion.

(3.) If the Association does not pursue the grievance to STEP 3 within fifteen (15) calendar days after receiving the Director's written decision, the grievance will be precluded from further appeal.

STEP 3 - Office of Labor Relations/Labor Relations Negotiator

(1.) The Labor Relations Negotiator will meet and/or discuss the grievance with the Association within fifteen (15) calendar days of the receipt of the STEP 3 grievance.

(2.) The Labor Relations Negotiator will issue a written decision to the Association within fifteen (15) calendar days following the discussion.

(3.) If the Association does not pursue the grievance to STEP 4 - Arbitration within fifteen (15) calendar days after receiving the Labor Relations Negotiator's written decision, the grievance will be precluded from further appeal.

STEP 4 - Arbitration - Should the decision of the Labor Relations Negotiator at STEP

DocuSign Envelope ID: E352F264-F99C-4123-8784-64093905D86E

3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

(1.) Selection Process. The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of eleven (11) names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County representative and the Association representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

(2.) Arbitrator's Authority Limited. The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

(3.) Arbitration Expenses. The arbitrator's fee and expenses will be paid equally by the County and the Association. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Association. Each party will pay the full costs and fees of its representatives, including attorneys' fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

Section 16.7. ***Mediation:*** Any party, at any time, can request mediation as a form of alternative dispute resolution. If both parties agree to mediate, an impartial mediator will be selected by mutual agreement.

Section 16.8. ***Timelines:*** Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday or

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on a day the Department's Office is closed for business, the next following normal day of business will be considered the final calendar day.

Section 16.9. ***Grievances of Disciplinary Action:***

A. Regular employees are subject to a just cause standard for discipline.

B. Grievances of disciplinary action involving suspension, demotion, or termination shall enter the grievance process at STEP 2.

C. Verbal, written performance or counseling documents shall not be considered discipline and may not be appealed to any level of this process.

D. Written reprimands are not subject to Step 4 of the grievance procedure outlined in this Article.

Section 16.10. ***At Will:*** The provisions of this Article will not apply to probationary, temporary, provisional and TLT employees if they are disciplined or discharged because said employees are "at will" and not covered by the "just cause" requirement of this Agreement. 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.

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ARTICLE 17: DISCIPLINE AND SUNSET CLAUSE

Section 17.1. No regular employee shall be disciplined except for just cause. 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 may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

Section 17.2. Written reprimands, suspensions, demotions or discharges must be given by registered, certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Association.

Section 17.3. Letters of reprimand shall not be used for progressive discipline after a period of eighteen months (18) months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the eighteen months (18) months.

Section 17.4. Investigations will typically be completed within ninety (90) calendar days after the Department Director is made aware of a credible allegation of misconduct. The time to complete the investigation may be extended by the Department if another agency is investigating the event (e.g., police agency, Ombudsman) or if evidence necessary to complete the investigation is not reasonably available to complete the investigation during the ninety (90) calendar day investigation period. If the investigation time period is extended, the Department will notify the employee(s) under investigation and the Association and both will be provided with the basis for the extension and the expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be executed within thirty (30) calendar days following conclusion of the investigation, unless otherwise mutually agreed to by the parties.

B. Following the County's notice of intent to suspend or discharge, a Loudermill hearing should be offered and a decision made within thirty (30) calendar days of the notice, unless otherwise mutually agreed to by the parties.

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ARTICLE 18: FURLOUGH AND SHIFT ASSIGNMENTS

Section 18.1. ***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 18.2. ***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 their classification and previous work assignments.

Section 18.3. ***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 18.4. ***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 18.5. ***First Year Captains:*** All first year Captains shall be subject to mandatory shift/assignment rotation.

Section 18.6. ***Involuntary Transfers:*** If an employee is transferred or reassigned involuntarily and such transfer or reassignment provides significant hardship on the employee or their 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 18.7. ***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

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assign any employee to the assignment. Operational assignments are defined as any duty or project outside normal shift rotating assignments.

Section 18.8. ***Long Term Acting Captain Assignments:*** Captain vacancies of greater than twenty-nine (29) consecutive days may be filled with a Special Duty Assignment, in accordance with KCC 3.15.140, as amended, and applicable collective bargaining agreements.

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ARTICLE 19: FIREARMS

Section 19.1. ***Ammunition:*** The Department will make available up to six hundred (600) rounds of practice ammunition annually for weapons-qualified employees provided the employee uses this ammunition at licensed shooting ranges. Rounds of ammunition shall only be provided for Department authorized caliber weapons, appropriate to their on-duty weapon, and consistent with Department policy.

Section 19.2. ***Workplace Violence Prevention:*** The County's "Workplace Violence Prevention" Policy (PER 18-8 AEP), as amended, shall apply to all Association members, with the following exception:

A. Employees shall be exempted from Section 6.3 of the policy when engaged in official duties as assigned by the County. Section 6.3 of this policy shall also not apply to Association employees who bring a firearm into the King County Correctional Facility (KCCF), the detention area of the Maleng Regional Justice Center (MRJC), 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 KCCF or the detention area of the MRJC will continue to apply.

Section 19.3. ***Range Fee Reimbursement:*** Gun qualified employees shall be reimbursed up to $15 per month for range fees. Such reimbursement may also be made on an annual basis. In order to be eligible for reimbursement, the employee is required to submit a request for reimbursement no later than December 21 of each calendar year, accompanied by a receipt.

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ARTICLE 20: TRAINING AND EDUCATION REIMBURSEMENT

Section 20.1. ***General:*** The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 20.2. ***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.

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ARTICLE 21: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted state or federal 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 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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ARTICLE 22: 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.

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ARTICLE 23: REDUCTION IN FORCE

Section 23.1. ***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 23.2. ***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 23.3. ***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 their 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.

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ARTICLE 24: DURATION

This Agreement, in its entirety, is the full and final Agreement between the parties. This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2021 through December 31, 2024.

Contract negotiations for 2025 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, 2024.

APPROVED this 13th day of April, 2022.

By: DocuSigned by: Dow Constantine 4EBCAB8196AE4C6...

King County Executive

For Uniformed Command Association:

DocuSigned by: Michael Allen 6AF2525D9AA54FB...

Captain Michael Allen
President
Uniformed Command Association

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APPENDIX A - FIREARMS RE-QUALIFICATION

1. Employees 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 employees on approved leave during the re-qualification period.) Employees 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 employees 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. Employees 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. Employees 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 employees 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

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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. Employees 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. Employees 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. Employees 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. Employees 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 employees 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 employees with exceptional

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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. Employees 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 employees will be required to attend a make-up shoot to be scheduled by the Department, usually within 30 days of the employee'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 employee's semi-annual re-qualification session and the employee will be subject to the guidelines outlined in #3 above if a passing score is not obtained.

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

9. Following each semi-annual re-qualification session, the senior Firearms Instructor will be responsible for ensuring that the names of employees 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 employees in the re-qualification notices.

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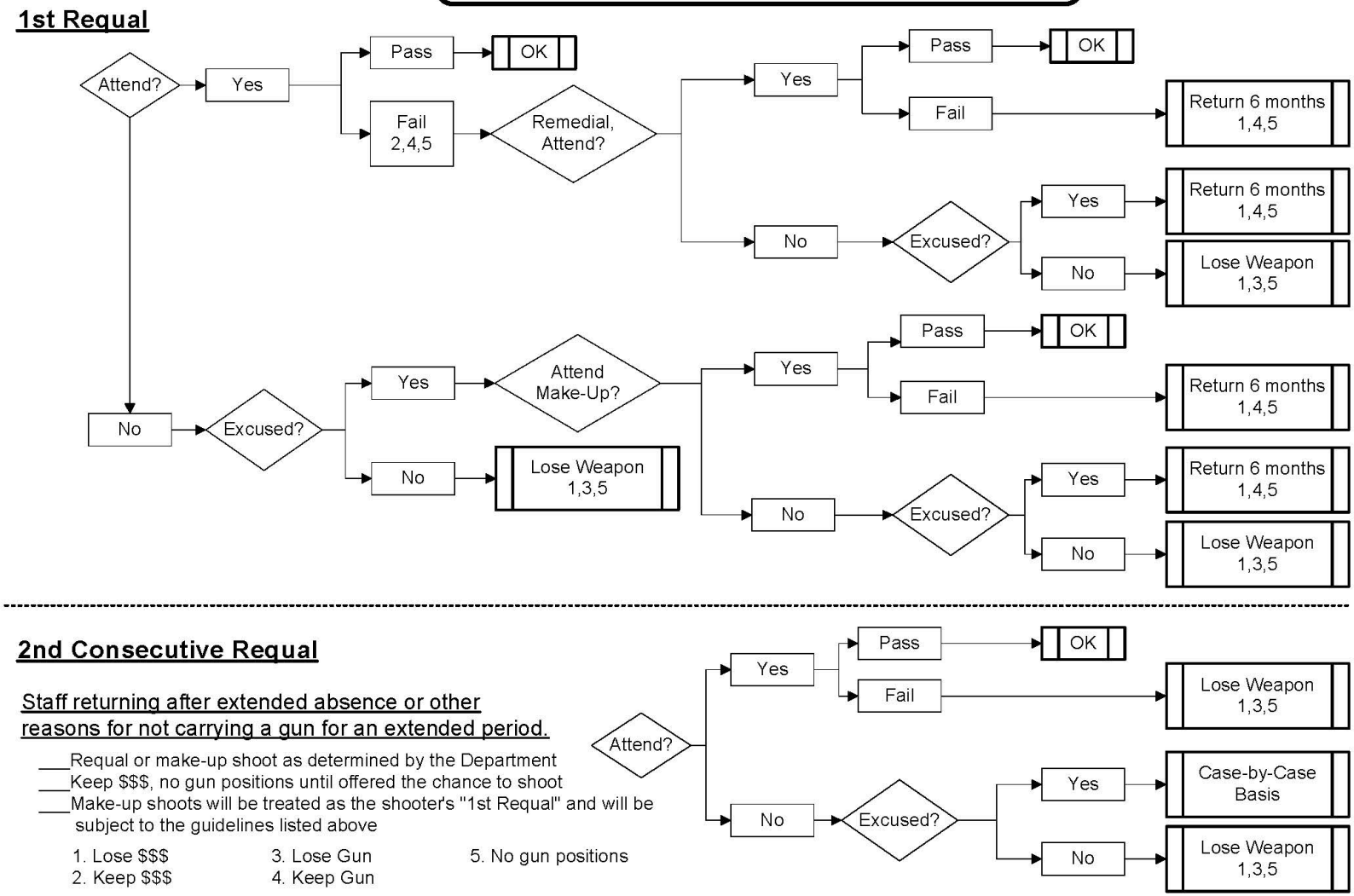
Appendix 1 - Firearms Re-Qualification Flowchart



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

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ADDENDUM A

EQUITY AND SOCIAL JUSTICE

JOINT LABOR-MANAGEMENT TASK-FORCE

The County and the Association share a common interest in advancing equity and anti-racism in collective bargaining agreements for the County workforce. This interest stems from the recognition that legacy rules reflect intentional and unintentional bias against people of color.

To meet this interest, the parties will convene a joint labor-management task force to study options for reflecting the County's anti-racism values in the parties collective bargaining agreement. The joint task force shall be made up of equal numbers of representatives from the Association and the County.

The task force shall meet no less than once a month, commencing on a mutually agreed date. The task force shall provide a written report to parties bargaining representatives with concrete recommendations for how the parties can advance equity, no later than December 31, 2022, or later, by mutual agreement. The representatives will meet before the commencement of successor contract negotiations to discuss the parties' interests relative to these recommendations.

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2022 8:25:37 AM
Certified Delivered	Security Checked	4/13/2022 11:51:19 AM
Signing Complete	Security Checked	4/13/2022 3:05:08 PM
Completed	Security Checked	4/13/2022 3:05:08 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bmcconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmcconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.