

**AGREEMENT  
BETWEEN  
KING COUNTY  
AND**

**KING COUNTY CORRECTIONS GUILD  
DEPARTMENT OF ADULT AND JUVENILE DETENTION**

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3   **KING COUNTY**  
4   **AND**

5   **KING COUNTY CORRECTIONS GUILD**  
6   **DEPARTMENT OF ADULT AND JUVENILE DETENTION**

7  
8 **ARTICLE 1: POLICY AND PURPOSE**

9                   **Section 1. Policy.** These articles constitute an Agreement, the terms of which have been  
10 agreed upon by the parties King County, hereinafter referred to as the Employer, and King County  
11 Corrections Guild, hereinafter referred to as the Guild. This Agreement is the result of an interest  
12 arbitration award, and the final form of the agreement shall be subject to approval by ordinance of the  
13 County Council of King County, Washington.333

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

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

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

27                   **Section 1. Exclusive Recognition.** The King County Council recognizes the Guild,  
28 Certification No. 12491-E-96-2087, as certified on September 10, 1996 by the Public Employment

1 Relations Commission, as representing regular full-time Corrections Officers and Corrections  
2 Sergeants employed by King County Department of Adult and Juvenile Detention. If the County  
3 decides to use part-time positions to perform work currently performed by Guild members, those  
4 part-time employees will be represented by the Guild. The County will bargain with the Guild  
5 concerning wages, hours and working conditions for such part-time employees.

6 **Section 2. Guild Membership.** All employees covered under the terms of this Agreement  
7 may voluntarily join the Guild as a member and receive all rights, privileges, and benefits of Guild  
8 membership.

9 **Section 3. Dues Deduction.** Upon receipt of a voluntary, written authorization individually  
10 signed by an employee covered under Section 1 of this Article, the County shall have deducted from  
11 the pay of such employee, the amount of dues, charges, assessments, and/or fees as set by the Guild  
12 and shall transmit the same to the treasurer of the Guild. Such written authorization may be cancelled  
13 by the employee upon giving 30 days written notice to the County and the Guild, to be effective on  
14 the first day of the following month.

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

19 **Section 4. New Hires.** The County will require all new employees, hired in a position  
20 included in the bargaining unit, to sign a form (in triplicate), which will inform them of the Guild's  
21 exclusive recognition. The Guild will be provided access to new hires as set forth in RCW 41.56.037.

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

26 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

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

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

8           D. Assign, direct and reduce the work force; develop and modify class specifications  
9 and assign positions to such classes; determine the method, materials, and tools to accomplish the  
10 work; designate duty stations and assign employees to those duty stations. Management will not  
11 replace or reclassify uniform positions with non-uniform positions for the duration of this Agreement;

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

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

17           G. Video Cameras: to enhance the utility of video cameras, the Department may add  
18 a recording capability to video cameras in all facilities. Video recordings shall only be reviewed in  
19 connection with a specific concern or a specific incident. An employee who is the subject of an on-  
20 shift investigation or IIU investigation into alleged or suspected misconduct including, but not limited  
21 to, suspected failure to report a use of force and preliminary investigations being conducted into uses  
22 of force, where there is a suspected violation of policy or procedure shall be allowed upon request to  
23 privately view the video with a Guild representative prior to his/her interview concerning the alleged  
24 misconduct. Review of video will generally not be allowed in advance of submitting routine reports.  
25 Normally routine reports are those reports submitted by the employee prior to going off duty on the  
26 shift during which the incident occurred or during the employee's next scheduled shift.

27           H. Unless specifically negotiated otherwise or contradicted in a specific provision of  
28 this Agreement, the 2005 King County Personnel Guidelines in effect on March 16, 2009, shall cover

1 all employees and classifications in this bargaining unit except with respect to promotional  
2 procedures and with respect to the Guidelines deletion of the word “confidential” in section 13.5  
3 describing the Employee Assistance Program.

4 **ARTICLE 4: GUILD REPRESENTATION**

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

8 **Section 2. Business Leave Bank.** The Guild will establish a business leave bank for Guild  
9 activity. The bank hours shall be established through the deduction of vacation, compensatory or  
10 holiday hours only (excluding probationary employees). The default deduction shall be from the  
11 employee’s vacation bank unless another leave type is specified by the employee. Employees must  
12 inform payroll within two (2) weeks of the notice from the Guild if they wish to have compensatory  
13 time or holiday leave used. Notification to the employees of this option shall be the responsibility of  
14 the Guild. Up to two (2) hours annually may be deducted from each employee’s leave account to  
15 fund the leave bank. An employee who received a no-pay based on Guild leave bank deductions will  
16 not be disciplined. The Employer agrees to administer the leave bank account, provided the Guild  
17 has the sole discretion to determine who may use the business leave bank and under what  
18 circumstances. The release of employees for Guild business leave shall not be unreasonably withheld  
19 as long as the employee provides the Employer with a minimum of two (2) days of notice of intent to  
20 use Guild leave, except in emergencies at the request of the Guild President with one (1) day of  
21 notice. Members of the Guild Board, inclusive of shift representatives and executive officers, will  
22 not be required to work mandatory overtime if doing so would prevent them from attending a Board  
23 meeting scheduled pursuant to this section, unless a non-staffing related emergency is occurring.

24 Based on the current reimbursement process, an employee may use their accrued vacation,  
25 compensatory, or holiday time off balances as Guild leave and then be reimbursed from the Guild  
26 leave bank. An employee on approved Guild business leave shall not be subject to discipline for  
27 going into a “no pay” status. Participating Guild members will not be required to use Guild leave to  
28 attend Labor/Management meetings.

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

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

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

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

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

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

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

19           **Section 3. Guild Representatives.** The Department shall afford Guild representatives a  
20 reasonable amount of time while in on-duty status to consult with appropriate management officials  
21 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees  
22 contact their immediate supervisors, indicate the general nature of the business to be conducted, and  
23 request necessary time without undue interference with assignment duties. Time spent on such  
24 activities shall be recorded by the Guild representatives on a time sheet provided by the supervisor.  
25 Guild representatives shall guard against use of excessive time in handling such responsibilities.

26           Section 3a. Guild Leave Time. Guild representatives shall indicate their use of Guild leave  
27 time on absence request forms, utilizing appropriate codes, and indicating start and end times of  
28 hours used.

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

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

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

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

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

25           Sergeants who are involuntarily demoted or who bump into an officer position through the  
26 Reduction-in-Force process shall combine both Officer and Sergeant seniority (original date of hire  
27 subject to above adjustments). Sergeants who elect to take a demotion retain only their seniority as  
28 an Officer (original date of hire subject to above adjustments and adjusted for time as Sergeant).



1 Sergeants who are recalled through the Reduction-in-Force process shall have their seniority include  
2 any previous time spent as Sergeant.

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

6 **ARTICLE 5: HOLIDAYS**

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

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

20  
21 If November 11 falls on a Saturday, Veteran's Day shall be observed on the preceding Friday.  
22 If November 11 falls on a Sunday, Veteran's Day shall be observed on the following Monday.

23 **Section 2. Holiday Pay.** All employees shall take holidays on the day of observance unless  
24 their work schedule requires otherwise, in which event they shall either be paid for the holiday or, if  
25 mutually agreed to by the employee and management, may be scheduled the same as a vacation day.  
26 PERS I employees must use all their accrued holiday time prior to retirement. If the holiday falls on  
27 an employee's furlough day and the employee does not work that day, the employee shall accrue 8.17  
28 hours of holiday leave.



1           **Section 2b. Existing Holiday Banks.** A maximum of 49.02 hours may be carried over from  
2 one calendar year to the next in an employee’s holiday leave bank. For employees who are required  
3 to have 49.02 hours or less in their bank at the beginning of a calendar year any hours in excess of  
4 49.02 at the end of that calendar year shall be paid in cash. For employees who are grandfathered and  
5 allowed to have more than 49.02 hours in their bank at the beginning of a calendar year, those hours  
6 above the maximum (49.02) must be reduced by 10% during that calendar year or the remainder of  
7 that 10% shall be paid in cash at the end of that calendar year. For the purposes of this section, “the  
8 end of the calendar year” shall indicate the end of the pay period that contains December 31, and “the  
9 beginning of the calendar year” shall indicate the start of the first full pay period of the new year.

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

15           **Section 4. Holiday Time Accrual.** An employee’s paycheck will reflect the accrual of  
16 holiday time.

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

20           **Section 6. Eligibility.** In order for employees to be eligible for holiday pay or accrual, the  
21 employee must be in a paid status on the last regularly scheduled shift prior to and the first regularly  
22 scheduled shift after the holiday.

23           **ARTICLE 6: VACATION**

24           **Section 1. Accrual Rates.**

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

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

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

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

**D.** Full-time benefit eligible employees may accrue up to sixty (60) (490.2 hours for employees working 8.17 hours per shift) days of vacation leave per year. Part-time benefit eligible employees may accrue vacation leave up to sixty (60) (490.2 hours for employees working 8.17 hours

1 per shift) days per year prorated to reflect their normally scheduled workweek. Such employees shall  
2 use vacation leave beyond the maximum accrual amount prior to the end of the pay period that  
3 includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual  
4 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the  
5 appointing authority has approved a carryover of such vacation leave because of cyclical workloads,  
6 work assignments or other reasons as may be in the best interest of the County. The maximum  
7 vacation accrual amount established in this paragraph shall apply to vacation accruals as of the  
8 effective date of this new benefit, as described in Section 1 (A) above.

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

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

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

21           **H.** In cases of separation from County employment by death of an employee with  
22 accrued vacation leave and who has successfully completed his/her first year of County service,  
23 payment of unused vacation leave up to the maximum accrual amount shall be made to the  
24 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

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

**Section 2a. Vacation Scheduling.** Vacation preference requests for a period beginning April 1st and ending the following March 31st, will be processed after annual rotation with a goal of being completed by the end of February preceding the twelve (12) month period during which the vacation is being requested in order to receive scheduling preference. Vacation preference requests shall be granted based upon seniority within each shift, provided that essential facility operations are properly staffed at all times. Employees shall be advised by April 1st regarding approval or disapproval of their requests.

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

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

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

- 490 FTE's = 49 total vacation slots
- 490.1 FTE's = 50 total vacation slots
- 500 FTE's = 50 total vacation slots
- 500.1 FTE's = 51 total vacation slots

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

**Section 2b.** All vacation requests after annual bidding is completed shall be requested for approval from the Department at least seventy-two (72) hours prior to the time being requested in

1 order to have consideration based upon available leave slots. Any requests within seventy-two (72)  
2 hours of the start of the shift or during the shift shall be reviewed for approval on a case-by-case basis  
3 based on available leave slots per current practice and shall be approved unless the approval would  
4 result in mandatory overtime. All requests for vacation leave must be approved by a Supervisor  
5 authorized to approve leave requests.

6 **Section 2c.** Positions that are not backfilled for shall not count against the vacation leave  
7 slots (for example: Policy and Procedures). Employees on approved Guild Leave shall not count  
8 against the vacation leave slots.

9 **Section 2d.** Employees who are transferred involuntarily, and who have already had their  
10 vacation requests approved, will be allowed to retain that vacation period regardless of their seniority  
11 within the shift to which they are transferred.

12 **Section 2e.** Employees who are determined to have inadequate leave hours available to use  
13 for annual vacation bids will be notified of their deficiency and the department will cancel their  
14 annually bid vacation period. The vacant leave slots created due to this cancellation will be offered  
15 to the next employee on the wait list, or posted up for all eligible employees to request.

16 **Section 2f.** Employees wishing to cancel vacation days that were obtained as a result of  
17 annual vacation bidding must notify the department of Cancellation at least seventy-two (72) hours  
18 prior. This requirement does not negate an employee's ability to cancel particular days only of  
19 annually bid vacation periods; but will support the Department's efforts to re-distribute available  
20 leave slots to employees on the stand-by list, or to post up for all eligible employees to request.

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

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

27 **Section 3. Maximum Accrual and PERS I.** PERS I employees who retire will be paid up to  
28 a maximum of 240 hours of accrued vacation. Accrued amounts in excess of 240 hours must be used

1 prior to the date of retirement or they will be lost.

2           **Section 4. Vacation Leave Donations.** Employees in the bargaining unit shall be allowed to  
3 donate vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as  
4 amended.

5           **Section 5. Transfers.** If an employee with approved vacation voluntarily transfers to another  
6 assignment at a time other than annual rotation, his or her vacation request shall be cancelled.  
7 Employees will be notified of this policy prior to approval of the transfer request. The employee  
8 must submit a new vacation request upon transfer. Such request will be evaluated based on vacation  
9 availability at the new assignment.

10           **Section 6. Vacation Cancellation.** If the Department cancels an employee’s vacation once it  
11 has been approved and affected employee has incurred non-refundable expenses in planning for said  
12 vacation, the employee shall be reimbursed for any non-refunded expenses incurred by the employee.  
13 This shall include any additional costs incurred by the employee in returning home early to report to  
14 work. This reimbursement shall be conditioned on the employee informing the Department at the  
15 time of cancellation notification of the potential non-refundable expenses.

16 **ARTICLE 7: SICK LEAVE**

17           **A.** Full-time regular, part-time regular, provisional, probationary and term limited employees  
18 (“employees eligible for comprehensive benefits”) shall accrue sick leave benefits at the rate of  
19 0.04616 hours for each hour in pay status exclusive of overtime, except that if an hourly employee  
20 works in excess of 74 hours in one week, the employee will accrue sick leave at the rate of .025 for  
21 each hour worked in excess of 74 hours. An employee is not entitled to sick leave if not previously  
22 earned.

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

28           **C.** Sick leave may be used in fifteen (15) minute increments.

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

5           **D.** There is no limit to the hours of sick leave accrued by an employee eligible for  
6 comprehensive leave benefits.

7           **E.** Management is responsible for the proper administration of this benefit, in compliance  
8 with King County Ordinances, Washington Law, and Federal law. Employees shall complete an  
9 absence request form on the first day back to work after an illness. Employees may be required to  
10 provide a physician's verification (using currently approved forms) for any absence of more than  
11 three (3) consecutive work days if there is a specific concern regarding the validity of an employee's  
12 absence or ability to safely return to work.

13           It shall be the employees' responsibility to notify the Department when submitting their  
14 required Leave Request forms if the leave is for a Family Medical Leave qualifying event. If family  
15 sick leave is used, a statement explaining the requirement for said leave shall be included with the  
16 absence request form.

17           If verification of illness is required for an employee's absence exceeding three (3) consecutive  
18 work days, the Employer will make a reasonable effort to inform the employee of the need for such  
19 verification prior to his/her return to work. The employee shall be given not less than 10 calendar  
20 days following the first day upon which the employee used paid sick leave to provide the verification.  
21 If the County requires verification and the employee anticipates that the requirement will result in an  
22 unreasonable burden or expense, the employee may provide an oral or written explanation asserting  
23 that the employee's use of paid sick leave was for an authorized purpose and describing how the  
24 County's verification requirement creates an unreasonable burden or expense on the employee. The  
25 County shall consider the employee's explanation as required by Washington law. The County shall  
26 not require that the verification provided by the employee explain the nature of the employee's  
27 condition. The County shall treat any health information about an employee or an employee's family  
28 member in a confidential manner.



1 Except in extraordinary circumstances, failure to notify an employee prior to his/her return to  
2 work relieves the employee of the responsibility to provide medical verification of illness, if so  
3 requested. "Extraordinary circumstances" for the purpose of this Article includes weekends or  
4 holidays where administrative staff is not on duty to evaluate sick leave use.

5 In addition, after an absence of more than three (3) consecutive work days, the County may  
6 require the employee to submit a FMLA/KCML certification for leaves that may qualify as family or  
7 medical leave pursuant to this Article. The limitations stated above regarding verification of illness  
8 apply to the County's request for an FMLA/KCFML certification.

9 **F.** Separation from or termination of County employment except by reason of retirement or  
10 layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the  
11 employee as of the date of separation or termination. Should an employee return to County  
12 employment within two years of separation or termination, accrued sick leave shall be restored.

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

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

- 22 1. An absence resulting from an employee's mental or physical illness, injury, or health  
23 condition: to accommodate the employee's need for medical diagnosis, care, or  
24 treatment of a mental or physical illness, injury, or health condition; or for an  
25 employee's need for preventive medical care;
- 26 2. To allow the employee to provide care for a family member with a mental or physical  
27 illness, injury, or health condition; a family member who needs medical diagnosis,  
28 care, or treatment of a mental or physical illness, injury, or health condition; or a

1 family member who needs preventive medical care;

2 3. When the employee's workplace has been closed by order of a public official for any  
3 health related reason, or when the employee's child's school or place of care has been  
4 closed by order of a public official for any health related reason.

5 4. For absences that qualify for leave under the domestic violence leave act, chapter  
6 49.76 RCW.

7 a. For purposes of sick leave, "Family member" includes the following:

8 i. a child, including a biological, adopted or foster child, stepchild, or a  
9 child to whom the employee stands in loco parentis, is legal guardian,  
10 or is a de facto parent, regardless of age or dependency status;

11 ii. a biological, adoptive, de facto, or foster parent, stepparent, or legal  
12 guardian of an employee or the employee's spouse or registered  
13 domestic partner, or a person who stood in loco parentis when the  
14 employee was a minor child

15 iii. a spouse; registered domestic partner; a grandparent; a grandchild; or  
16 sibling.

17 **I. Sick Leave and Worker's Compensation Payments:**

18 An employee who suffers an occupational illness or who is injured on the job may not  
19 simultaneously collect sick leave and worker's compensation payments in a total amount greater than  
20 the regular pay of the employee.

21 **J. Employees may use sick leave to care for family members if:**

22 a. The employee has been employed by King County for more than eighty-nine  
23 (89) days and the use of sick leave is in accordance with local, state and federal law, including the  
24 Washington Family Care Act.

25 **K. Use of paid sick leave as provided in this Agreement shall not lead to or result in discipline**  
26 **of any employee. The County shall not discriminate or retaliate against any employee for the**  
27 **employee's use of paid sick leave as provided in this Agreement, Washington law, or Federal law.**

28 **L. Family Care and Bereavement Leave.**

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

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

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

10                  4. Written verification for family care may be required by management, as provided  
11 in Section E above.

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

22                  **6. King County Family Medical Leave Entitlement.** An employee may take up to a  
23 total of eighteen (18) weeks of unpaid leave for his/her own serious health condition (as defined by  
24 the King County Personnel Guidelines), and for family reasons (as defined in the King County  
25 Personnel Guidelines) as provided for in sections H and J above, within a twelve (12) month period.  
26 To be eligible for leave under this Section L-6, an employee must have been employed by King  
27 County for twelve (12) months or more and have worked a minimum of one thousand, forty (1040)  
28 hours in the preceding twelve (12) months (for a forty-hour employee).

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

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

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

13                   **8. Washington Family Care Act.** An employee may use accrued vacation or sick  
14 leave for a qualifying event under the Washington Family Care Act. For leave that does not qualify  
15 under the Washington Family Care Act or the Family Medical Leave Act, the following applies: An  
16 employee who has exhausted all of his or her sick leave may use accrued vacation leave as sick leave  
17 before going on leave of absence without pay provided after four (4) days of vacation leave have  
18 been used as an extension of sick leave during each six (6) month period of the calendar year  
19 (January through June, July through December), use of additional vacation leave for this purpose is  
20 subject to the Employer's prior approval.

21                   **M. Accrued Leave Usage.** An employee shall not be required to use all of his or her accrued  
22 sick leave, and any donated sick leave before taking unpaid leave for his or her own health reasons,  
23 before utilizing short-term disability benefits. For a leave for family reasons, the employee shall  
24 choose at the start of the leave whether the particular leave would be paid or unpaid; but when an  
25 employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to  
26 eighty (80) hours of accrued sick leave. An employee who has exhausted all of his or her sick leave  
27 may use accrued vacation leave before going on leave of absence without pay, if approved by his or  
28 her appointing authority, or as provided by Federal law. Use of donated leave shall be counted

1 against the employee's leave entitlement under King County Family and Medical Leave.

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

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

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

18       **Q. Organ Donor Leave.** Employees shall be eligible for organ donor leave consistent with  
19 King County Code 3.12.215.

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

22       **S.** Paid Parental Leave shall be granted to Employees pursuant to King County Code Section  
23 3.12.219, for the birth of an Employee's child, the Employee's adoption of a child, or the foster-to-  
24 adopt placement of a child with the Employee.

25       **T.** Pre-scheduled use of sick leave for medical appointments shall not count against leave  
26 slots.

27       **U.** Employees needing to attend medical appointments, but who have exhausted their sick  
28 leave due to OJI or FMLA certified reasons may use any available leave banks, or leave without pay

1 if they have no leave balances, to attend these appointments. Medical documentation may be  
2 required to be submitted to DAJD HR upon return to work after these appointments. Such employees  
3 may use vacation leave, holiday leave, or compensatory time off (CTO) for all follow-up  
4 appointments related to those health reasons.

5 **ARTICLE 8: WAGE RATES**

6 **Section 1. 2017 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,  
7 2017, the base wage rates of bargaining unit members in effect December 31, 2016, shall be  
8 increased by 2.25%. This wage increase is reflected in the wage rates listed in Addendum A.

9 **Section 2. 2018 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,  
10 2018, the base wage rates of bargaining unit members in effect December 31, 2017, shall be  
11 increased by 3.00%.

12 **Section 3. 2019 Wage Rates for Corrections Officers and Sergeants.** Effective January 1,  
13 2019, the base wage rates of bargaining unit members in effect December 31, 2018, shall be  
14 increased by 3.00%.

15 **Section 4. Work in Higher Classification.** Whenever an employee is assigned, in writing,  
16 by the Department Director or designee, to perform the duties of a higher classification, that  
17 employee shall be paid five (5) percent over the salary received prior to the assignment, for all time  
18 spent while so assigned. Sergeants working in the capacity of Acting Shift Commander shall be  
19 compensated at the rate of Step 5, of the Captain's pay range. In circumstances where the Captain's  
20 pay range is adjusted and there is a retroactive application of that adjustment, that same application  
21 shall be provided to Acting Shift Commanders for the same period of time.

22 **Section 5. Field Training Officer (FTO) Pay.** Employees assigned, in writing, by the  
23 Department Director or designee to perform FTO duties, shall be compensated at a rate which is five  
24 (5) percent greater than their regular rate for all time so assigned.

25 **Section 6. Firearms Qualified Premium.** All bargaining unit employees that are gun  
26 qualified shall receive a premium of three percent (3%) of base wage.

27 The Employer shall determine the number of employees that may be gun qualified. Provided,  
28 however, that the Employer will not limit the number of Sergeants that may attempt to become

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

3       **Section 7. Free Parking.** The County shall provide free parking in a King County garage for  
4 all employees regardless of their work location. Free parking is provided only to employees who are  
5 parking in connection with their work.

6       **Section 8. No Pay Periods and Incentive Pays.** For pay periods where employees  
7 experience leave without pay, no incentives shall apply to actual hours spent in no pay status.

8       **Section 9. Longevity Pay.** Effective as soon as administratively practicable after the date of  
9 the interest arbitration award, the longevity pay benefit shall be paid based on bi-weekly base wages,  
10 rather than a semi-monthly calculation.

11 **ARTICLE 9: OVERTIME**

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

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

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

28       Overtime shall not be submitted or paid for work of less than five minutes beyond a full shift.



1 The County and the Guild agree that such time is *de minimus* and, therefore is not compensable under  
2 either the Fair Labor Standards Act or the Minimum Wage Act. For overtime worked of five minutes  
3 or more, the following rules shall apply:

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

6 The Court Detail and Special Assignments whose hours are generally Monday-Friday, 0830 -  
7 1630, shall be allowed to attend to doctors/medical appointments in increments of less than 8 hours  
8 and have said hours treated as “hours worked” for purpose of determining overtime eligibility.

9 **Section 3. Callout.** A minimum of four (4) hours at the overtime rate shall be allowed for  
10 each callout. Callouts are mandatory, unscheduled/unexpected orders to return to work. Where such  
11 overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate. The  
12 provisions of this section apply only when an employee, without prior notice, is required to return to  
13 work during a time he/she is not scheduled to work. This does not include scheduled overtime,  
14 meetings, and training sessions requiring a return to work, provided that employees who are assigned  
15 to a shift in which the majority (i.e., five (5) hours) of working hours falls between 11:00 p.m. and  
16 7:00 a.m. shall receive a minimum of two (2) hours at time-and-one-half (1-1/2 X) for meetings  
17 and/or training sessions. If the callout is worked immediately prior to or immediately after the  
18 normal scheduled shift, such callout is considered a shift extension/or “consecutive hours” worked,  
19 not a callout.

20 **Section 4. Overtime Authorization.** All overtime shall be authorized by the Department  
21 Director or his designee in writing. Saturday and Sunday work is not overtime when it is a regularly  
22 scheduled workday. If an employee works overtime, the employee must submit a completed  
23 overtime sheet to his or her supervisor by the end of the employee’s overtime shift. If the employee’s  
24 overtime shift is worked at a location other than the King County Correctional Facility or Regional  
25 Justice Center, the employee must submit a completed time sheet to his or her supervisor within 72  
26 hours after the close of shift on which the overtime was worked. Employees who choose Comp time  
27 for overtime in an Acting Assignment shall receive time-and-a-half at their usual (not Acting) rate.

28 **Section 5. Overtime Distribution.** Overtime shall be distributed to employees who have

1 signed up to work overtime as follows: The County will make a reasonable effort to offer overtime  
2 to the qualified employee with the fewest number of overtime hours worked in the calendar year.

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

9 **Section 6. Court Detail Overtime.** Any court detail assignment that will extend past the  
10 normal 17:00 end of shift work will be assigned to second shift and that shift will be responsible for  
11 filling the assignment with current staff or overtime consistent with this agreement. Any hospital or  
12 clinic assignments scheduled to extend beyond 14:20 will be filled by second shift. Court detail  
13 officers will generally not be subject to mandatory overtime past 17:00 hours, when first or second  
14 shift employees are available, and more junior.

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

22 **Section 8. Same Day Overtime and Leave Use.** It is agreed that regular and reliable  
23 attendance is a requirement of employment. As such, employees shall be prohibited from working  
24 overtime and taking leave for their normally scheduled shift of the same day, unless making an  
25 exception to this rule would benefit the County and employees by preventing an employee from  
26 being mandatoried on overtime.

27 **Section 9. Mandatory Overtime.** Mandatory overtime shall be defined as anytime an  
28 employee is directed by their supervisor not to leave work at the end of their shift or if the employee

1 is required to stay five (5) minutes or longer after their shift (resulting in overtime) as a result of late  
2 relief.

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

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

17 **B. Mandatory Overtime before Furlough Days and Leave.** No employee shall be  
18 considered for mandatory overtime as an extension of an employee’s last shift prior to (1) the  
19 employee’s furlough days (weekends) or (2) pre-approved leave of a full day or more in duration. If  
20 an employee volunteers to work overtime as an extension to the last shift prior to his or her furlough  
21 days, and it relieves another employee from working mandatory overtime, it will count as mandatory  
22 overtime for the volunteer for the purposes of the ten (10) day wheel.

23 **C. Release from Mandatory Overtime.** Whenever possible, employees shall be  
24 relieved from their mandatory overtime shifts in order of reverse mandatory (the last person  
25 mandatoried shall be the first eligible to be relieved).

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

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

14                   **F. Mandatory Overtime Passes.** Each Guild member will be entitled to use up to  
15 two passes per calendar year when his/her name comes up next on the mandatory overtime list. This  
16 section provided an opportunity for the Guild member to use up to two passes per calendar year, but  
17 does not guarantee that any requested pass will be allowed for the shift requested. Passes will be  
18 allowed on the following basis:

- 19                   1. No more than two passes may be used on any one shift, on a seniority basis.
- 20                   2. Use of a pass must be requested at the time of notification of mandatory  
21                   overtime, and the Captain will determine eligibility, no requests for passes will  
22                   be accepted after the schedule has been set by the Captain.
- 23                   3. Passes may not be used on designated County holidays.
- 24                   4. Passes may not be used if the resulting bump down causes another employee to  
25                   be placed on mandatory overtime for the second time in a 10-day period.
- 26                   5. Passes may be denied if a shift commander deems an emergency requiring all  
27                   available officers.
- 28                   6. Grievances of this sub-section shall be limited to Step 3 of the grievance

1 procedure.

2 G. Employees working second shift shall not be required to work overtime pursuant to  
3 this Article on the third shift the day before going on annual Military Leave in accordance with  
4 Article 12.7.

5 H. **Mandatory on Furlough.** An employee who works a voluntary overtime shift on  
6 their furlough day shall not be required to work mandatory overtime on the shift immediately  
7 following.

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

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

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

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

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

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

28 **Section 11. Mileage Reimbursement for Court.** The current King County mileage rate will

1 not be paid for attendance at King County Courts.

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

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

10           **A.** Each bargaining unit employee may accrue (earn) a maximum of 82 hours of  
11 Compensatory Time each year from any mix of voluntary or mandatory overtime. After that 82 hour  
12 maximum has been reached, each bargaining unit employee may continue to accrue Compensatory  
13 Time in that year, but only for voluntary overtime, up to a maximum of 122 hours. Compensatory  
14 Time carries over from year to year, but an employee with 122 hours in his or her Compensatory  
15 Time account at any time, regardless of when that that time was earned, must take overtime  
16 compensation in cash, rather than in Compensatory Time, until the account comes down below 122  
17 hours.

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

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

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

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

26           **F.** With respect to the scheduling of compensatory time:

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

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

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

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

11 **ARTICLE 10: HOURS OF WORK**

12                   **Section 1. Hours of Work.** The working hours of full-time Corrections Officers and  
13 Corrections Sergeants shall be the equivalent of forty (40) hours and fifty (50) minutes per week  
14 (except for those who are assigned to work 4/10's that total 40 hours and 40 minutes per week);  
15 provided that for the purposes of the Fair Labor Standards Act work period, the work period shall be  
16 seven (7) days pursuant to a 7(k) exemption.

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

28                   **Section 3. Schedule Changes Due to Training.** When it becomes necessary to alter work



1 schedules due to training, the Department shall be required to provide two (2) week notice as  
2 provided in Section 2, except in emergency, extraordinary or unforeseen circumstances. In the event  
3 proper notice is not given, the affected employee shall have the option of refusing to attend the  
4 training.

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

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

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

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

22 **Section 6. Holiday and Weekend Court Coverage.** Employees who work on a holiday will  
23 be paid one and one-half times (1 1/2X) only for hours worked on a holiday.

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

27 **B.** Employees are allowed the option of starting their shift when the court assignment  
28 starts instead of their regular court detail assign start time. Staff can finish their 8.17 hours

1 with leave or be available for shift coverage.

2 C. When employees work a holiday court that has a shift start earlier than their normal  
3 start time, the holiday court shall be considered the start of their 8.17 hours for that day.

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

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

7 **Section 1.** King County presently offers insured medical, dental, vision, accidental death and  
8 dismemberment, long-term disability and life insurance programs. The plan designs and plan  
9 features for the insured benefits are negotiated by the Joint Labor Management Insurance Committee  
10 (JLMIC), comprised of representatives of the County and labor organizations, on behalf of JLMIC-  
11 Eligible employees including the Guild. The Guild participates on the JLMIC. The benefits  
12 agreement for 2017 and 2018 and 2019 and 2020 is attached as Addendum B.

13 **Section 2. Medical coverage for retired employees.** The County will provide employees  
14 who retire an option of purchasing medical coverage if and to the extent that retiree medical coverage  
15 is offered through an agreement of the Joint Labor Management Insurance Committee or the King  
16 County Code. Early retirees who chose to participate in the early retiree medical plan will have their  
17 premium costs paid by the County until December 31, 2017 at the contribution level the County paid  
18 in 2016. Retirees shall continue to have access to COBRA medical benefits in place of early retiree  
19 medical access.

20 **ARTICLE 12: MISCELLANEOUS**

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

24 **Section 2. Uniforms.** Employees who suffer a loss or damage to personal property and/or  
25 personal clothing worn on the body in the line of duty will have same repaired or replaced at  
26 Department expense, not to exceed one hundred fifty dollars (\$150.00). Any jacket or uniform item  
27 damaged in the line of duty (not normal wear and tear) shall be repaired or replaced by the  
28 Department upon submission of the damaged uniform item (including any hazardous waste/blood

1 stains). Employees may select the style of jacket (light weight or heavy) that will serve as the  
2 replacement jacket. The Department has the right to change any or all of the uniforms worn by its  
3 employees.

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

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

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

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

25 **Section 3. Limited Duty.** Employees who are injured and temporarily disabled may be  
26 allowed to work in a “transitional duty” status, if possible, while recuperating from such injury,  
27 provided said “transitional duty” must be approved by the Facility Commander and, provided further,  
28 that all provisions of County Policy PER-22-6 (AEP), “Transitional Duty for Employees with

1 Temporary Medical Restrictions” shall apply. Transitional duty shall consist of “restricted duty” and  
2 “alternative duty”. Restricted duty consists of the short-term elimination of job functions the  
3 employee is unable to perform due to temporary medical restrictions. Alternative duty consists of  
4 duties that are not part of the employee’s regular body of work. No bargaining unit posts or special  
5 assignments shall be available for assignment to any employee other than Corrections Officers or  
6 Sergeants.

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

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

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

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

26 When an employee is notified to serve on jury duty, he/she will inform the Administrative  
27 Sergeant as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
28 absence from regular duties. The Administrative Sergeant will ensure that the employee is relieved

1 of regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty and will  
2 reassign the staff member to the 1st shift, with Sunday/Saturday furloughs for the week(s) assigned to  
3 jury duty.

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

9           **Section 7. Military Leave.** The Department will adhere to all federal laws and regulations  
10 concerning military leave. However, the employee has the obligation to notify the Department, at the  
11 earliest possible date, regarding military service and training. Employees are required to submit to  
12 the Department a copy of all applications for military training, simultaneous with the employee's  
13 submittal of the application to the military. Employees are expected to provide the Department with  
14 the dates of weekend drills and other scheduled periods of military service as soon as the employee is  
15 notified of such dates. Failure to comply with the Department's notification procedures may result in  
16 discipline or in denial of the requested leave, unless prohibited by federal or state law.

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

22           **Section 9. Resignations.** The process for submitting and updating notices of resignations by  
23 Guild members shall be as follows: The member provides notice of resignation (via O/R, County  
24 termination form or other means). The Department will acknowledge receipt and acceptance of the  
25 resignation in writing (email will suffice). When the receipt and acceptance has been sent, the  
26 employee will no longer have a right to rescind the resignation, but any request to extend or rescind  
27 will be treated as a request for reinstatement under reinstatement standards as set out in the County  
28 Personnel Guidelines. PROVIDED, the Department shall not disapprove an extension of resignation

1 date or a reinstatement when such is requested for the sole purpose of meeting DRS service  
2 requirements for eligibility for retirement, UNLESS just cause exists to do so.

3 **Section 10. Fitness for Duty.** Once the department has determined that a physical or  
4 psychological capacities evaluation should occur, any relevant medical history of the employee shall  
5 be provided to the examining professional. The examining professional shall issue a written report to  
6 the employer, as the client, provided however, the employee shall have the right to receive a copy of  
7 that report. If the employee believes the conclusion of the examining professional is in error, the  
8 employee may obtain an additional examination at his/her own expense. The employer will provide  
9 the employee's examining professional with documents which were utilized by the employer's  
10 examining professional. Upon proper written request of the employee, the employer shall release the  
11 examination and supporting documents upon which it relies. All time and travel associated with said  
12 evaluation(s) shall be paid by the employer.

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

18 **Section 12. Mobility Devices.** Officers using crutches and/or canes shall be limited to using  
19 elevator #1 in Seattle. Officers using crutches and/or canes shall not move into the elevator #1 Sally  
20 until it is secured. Officers may use crutches and/or canes while working in the floor control rooms at  
21 KCCF; provided they have met the necessary review by their healthcare provider and have filed a  
22 completed Essential Functions Form with the department's Human Resources Office.

23 Officers are permitted to work with crutches and/or canes at the MRJC if there is a reasonable way to  
24 protect the environment of the officers moving between the Roll Call Room and the Housing and  
25 Central Control Rooms and have met the necessary review by their healthcare provider and have filed  
26 a completed Essential Functions Form with the department's Human Resources Office.

27 **Section 13. Policies and Procedures.** All policies, procedures, post orders and general  
28 directives and/or general memoranda shall be posted and/or stored on the Department Intranet and/or

1 in Department electronic file folders and/or maintained in an accessible “roll call binder.” Employees  
2 are responsible for understanding and being aware of all such policies, procedures, orders, directives  
3 and memoranda. Any such policies, procedures, orders, directives and memoranda that are not  
4 posted and/or stored within 45 days of issuance may not be used as the sole sources of discipline for  
5 an employee failing to comply.

6 **Section 14. Probationary Period.** All newly hired and promoted employees must serve a  
7 probationary period. The probationary period is an extension of the hiring process. Sergeants who  
8 are released from probation shall bump back to Corrections Officer.

9 **Section 15. Internet Technology Acceptable Use.** Pursuant to MOAs 295U0209 and  
10 000U0108, all Guild members are to adhere to all County Policy concerning Acceptable Use of  
11 Information Technology Assets.

12 **Section 16. Employee Notification.** The Employer shall acknowledge receipt of an  
13 employee’s request for training, specialty assignment, or promotion within five (5) business days.  
14 The Employer shall notify employees as to approval or not of training requests generally within thirty  
15 (30) business days of the request.

16 **ARTICLE 13: GRIEVANCE PROCEDURE**

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

20 **Section 2. Procedure.**

21 **Step 1 - Major:** A grievance shall be presented in writing by the aggrieved employee  
22 and his/her representative, including but not limited to the legal advisor and/or shift representative if  
23 the employee wishes, within 16 calendar days of the occurrence of such grievance, to the Major for  
24 investigation, discussion, and written reply. This timeline is based on the agreement that disciplinary  
25 actions shall be e-mailed to both the Guild President/designee and Legal Advisor, and timelines start  
26 based on such e-mail date. The Major shall make his/her written decision available to the aggrieved  
27 employee within twenty (20) working days. If the grievance is not resolved, it shall be advanced to  
28 the next step in the grievance process within ten (10) working days.



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

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

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

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

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

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

1 authority to change.

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

4 **Section 4. Alternative Dispute Resolutions.**

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

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

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

27 **Section 6. Multiple Procedures.** If employees have access to multiple procedures for  
28 adjudicating grievances, the selection by the employee of one procedure will preclude access to other

1 procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
2 procedure.

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

11 **Section 8. Probationary Employees.** Grievances involving issues other than discharge of a  
12 probationary officer or demotion of a probationary sergeant may be processed in accordance with this  
13 article.

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

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

18 **Section 2. Annual Rotation.** The Department will make all reasonable efforts to announce  
19 annual Facility/Shift/Furlough assignments not later than noon on the first Friday in December.  
20 Employees shall submit a shift request "Dream Sheet" at least fourteen (14) calendar days prior to the  
21 first Friday in December. The department will provide employees with a "Dream Sheet" at least  
22 thirty (30) calendar days before they are required to submit the form. The shift request shall allow the  
23 employee to identify their preference for shift, furlough and facility of assignment, by using the 1-44  
24 request concept.

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

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

3 All Shift 4 Corrections Sergeants must be gun qualified.

4 At management discretion, vacant posts, or additional post assignments required by changing  
5 circumstances and/or long term vacancies due to medical conditions, may be filled through temporary  
6 assignments of up to 120 days duration. These temporary assignments shall be posted for all eligible  
7 Guild members to make requests for, but assignment will be based on the needs of the Department.  
8 Members on a transfer list shall have the first right of refusal of the temporary assignment. If no  
9 volunteers apply, the Department may assign based on inverse seniority. Employees assigned in this  
10 manner, whether voluntary or involuntary will be paid out of class pay for the duration of the  
11 assignment. This assignment will be done via “double-slotting,” where necessary.

12 **Section 3. Shift Changes Other Than Annual Rotation.** Requests for change at a time  
13 other than the annual rotation period (mini-rotations) shall be processed according to the provisions  
14 outlined in Attachment 1, “Transfer Request Procedures,” originally agreed to by the parties April  
15 11, 2000. Mini-rotations shall occur a minimum of twice (2X) per year in the months of May and  
16 September. Additionally, during the month of July each year, employees shall be eligible for an on-  
17 shift adjustment (same shift and facility with different furloughs).

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

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

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

27 **Section 7. Special Assignments.** All special assignments shall be made at the discretion of  
28 management with seniority being but one factor. Advance notice of all special assignments shall be

1 posted and all interested Officers will be allowed to apply. Special assignments are defined as, but  
2 not limited to, any non-supervisory assignment, other than the normal rotating shift assignment;  
3 provided, however, that such assignment(s) shall not exceed three (3) years except in bona fide  
4 emergencies as determined by the Director. Sergeants assigned to IIU, SIU, or SOP shall be selected,  
5 at management's complete discretion, after an announced job posting. The employer may assign any  
6 employee to these assignments, whether or not the assigned employee has applied for the assignment.  
7 Assignments in IIU, SIU and SOP shall last for thirty-six (36) months and may be extended for up to  
8 an additional twenty-four (24) months. The time in IIU or SIU may be extended to three (3)  
9 additional months if the assigned Sergeant is needed to complete an ongoing investigation. A  
10 Sergeant who has served in IIU or SIU may be temporarily reassigned to IIU or SIU at the  
11 employer's discretion.

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

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

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

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

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

1 corrections officer be assigned in an Acting Captain capacity.

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

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

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

24 **ARTICLE 15: FIREARMS**

25           **Section 1.** The Department will make available up to fifty (50) rounds of practice  
26 ammunition per month for any authorized caliber weapons for each gun qualified corrections  
27 Officer/Sergeant, provided the Officer/Sergeant uses this ammunition at a range under supervised  
28 conditions. Gun qualified staff covered by this agreement shall be provided with ammunition

1 appropriate to their weapon and consistent with Department policy. Employees shall, upon request,  
2 be issued two (2) months of their allotment of practice ammunition during any sixty (60) day period.

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

5 **Section 3. Vests.** The Department shall provide gun qualified employees with body armor of  
6 threat level IIIA, employees at their discretion may elect a level IIA vest. Vests shall be replaced  
7 whenever they are defective, but in no case longer than the manufacturer suggested replacement  
8 period.

9 **Section 4. Range Fee Reimbursement.** Gun qualified employees shall be reimbursed up to  
10 \$15 per month for range fees. Such reimbursement may also be made on an annual basis. In order to  
11 be eligible for reimbursement, the employee is required to submit a request accompanied by a receipt.

## 12 **ARTICLE 16: BULLETIN BOARDS**

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

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

## 18 **ARTICLE 17: TRAINING AND EDUCATION REIMBURSEMENT**

19 **Section 1. Educational Reimbursement.** The Employer agrees to reimburse employees for  
20 the cost of tuition and books at an accredited institution for pre-approved degree work for any and all  
21 (e.g. Associates, Bachelors, Masters, PHD) degrees in criminal justice or public administration. The  
22 degree work will be reimbursed provided the employee receives a grade of "C" or better, or a passing  
23 grade if taken as pass/fail. These reimbursements shall be subject to the following conditions:

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

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

28 • Reimbursement will be limited to an amount equal to the rate at the University of



1 Washington.

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

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

6 • All pre-approval requests must be submitted at least 30 calendar days before the start  
7 of any coursework subject to reimbursement.

8 • Annual limit in accordance with IRS regulations (currently \$5,250.00).

9 Employees may submit for pre-approval for reimbursement as outlined above for degrees  
10 outside of Criminal Justice or Public Administration. This request shall be submitted to a standing  
11 panel of three members (two selected by management and one selected by the Guild) who shall  
12 review the request and make a recommendation to the Director. The Director shall make the final  
13 decision. The criteria to determine whether a degree program would be approved for reimbursement  
14 shall be whether or not the program has a direct relationship to the employee's work and provides a  
15 corresponding benefit to the Department. The request shall be processed in the following manner:

16 • The pre-approval request must be submitted at least 60 calendar days before the start  
17 of any coursework subject to reimbursement.

18 • The Panel shall convene within 30 calendar days of the request to review the request  
19 - including an opportunity to meet with the employee to discuss the merits of their request.

20 • The Panel shall make their recommendation to the Director in writing with the  
21 reasons for the recommendation within 14 calendar days of reviewing the request and shall provide a  
22 copy of the recommendation to the employee.

23 • The Director shall make the final decision within 14 calendar days of receiving the  
24 recommendation. This decision shall be in writing and if denied, shall include reasons for the denial.  
25 There shall be an annual limit of forty (40) employees who can receive tuition reimbursement during  
26 any calendar year.

27 **Section 2. Special Schools/Temporary Assignments.** Notice of special schools, training  
28 opportunities and temporary assignments will be posted and all interested and qualified employees

1 will be allowed to apply prior to selection of the candidate(s). Employees who request training shall  
2 be given written notification that their request has been received by the required person(s) upon  
3 receipt. A list of employees who have requested training shall be provided to the Guild upon request.  
4 The Department will consider the job performance, supervisory recommendations and special  
5 expertise in making its selection. Probationary employees shall not receive training slots where  
6 qualified regular employees have submitted application and been denied. The Director shall have  
7 final approval of all selections for special schools, training opportunities and temporary assignments  
8 and such decisions shall not be grievable beyond Step 2 (Department Director). A list of all  
9 employees selected for training will be posted on appropriate bulletin boards.

10 **ARTICLE 18: PAST PRACTICE**

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

15 **ARTICLE 19: SAVINGS CLAUSE**

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

22 **ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION**

23 **Section 1. No Work Stoppage.** The employer and the Guild agree that the public interest  
24 requires efficient and uninterrupted performance of all County services, and to this end, pledge their  
25 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, King County  
26 Corrections Guild shall not cause or condone any work stoppage, including any strike, slowdown, or  
27 refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or  
28 other interference with County functions by employees under this Agreement and should same occur,

1 King County Corrections Guild agrees to take appropriate steps to end such interference. Any  
2 concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of  
3 the above activities have occurred.

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

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

12 1. Discharge.

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

14 **ARTICLE 21: WAIVER CLAUSE**

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

21 **ARTICLE 22: REDUCTION-IN-FORCE**

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

27 **Section 2. Demotion in Lieu of Layoff.** In lieu of layoff, a regular or probationary  
28 employee within the bargaining unit may request, and shall be granted, demotion to a position in a

1 lower classification formerly held by that employee within the bargaining unit, thereby filling the  
2 position (i.e., bumping) held by the employee with the least seniority in the lower classification;  
3 provided that the employee requesting demotion (i.e., exercising his/her right to bump) has more  
4 seniority in the bargaining unit than the employee who is being bumped (including tiebreakers as  
5 outlined in  
6 Article 4, Section 4).

7 **Section 3. Recall.** The names of laid off employees will be placed in inverse order of layoff  
8 on a Re-employment List for the classification previously occupied. The Re-employment List will  
9 remain in effect for a maximum of two years or until all laid off employees are rehired, whichever  
10 occurs first. As positions become available, employees on the Re-employment List will be given first  
11 opportunity to return to work. Those on the Re-employment List shall be responsible for providing  
12 current address and phone numbers to the Employer. After notice of recall, an employee will have  
13 two (2) weeks to respond to the notice of recall. An employee refusing a recall opportunity or failing  
14 to respond within two weeks shall be removed from the Re-employment List, unless affirmatively  
15 requesting to stay on the list. Employees who are recalled shall return to the same wage step and  
16 accrual levels they were at when they were laid off.

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

21 **ARTICLE 23: EMPLOYEE BILL OF RIGHTS**

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

- 24 **1.** Committing a criminal offense;
- 25 **2.** Misconduct that would be grounds for termination, suspension, or other  
26 disciplinary action; or
- 27 **3.** That s/he may not be qualified for continued employment with the Department.

28 **B.** Any employee who becomes the subject of a criminal investigation may have legal

1 counsel present during all interviews. This representation by counsel is confined to counseling and  
2 not actual participation in the investigation. A criminal investigation as used herein shall be  
3 interpreted as any action which could result in the filing of a criminal charge. A major investigation  
4 as used elsewhere in this motion shall be interpreted as any action which could result in dismissal  
5 from the Department or the filing of a criminal charge.

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

9 **D.** The employee shall be informed in writing of the nature of the major investigations and  
10 whether s/he is a witness or suspect before any interview commences, including information  
11 necessary to apprise him/her for the allegations of such complaints.

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

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

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

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

27 **I.** The employee will not be threatened with dismissal or other disciplinary punishment as a  
28 guide to attempt to obtain his/her resignation, nor shall s/he be subject to abusive or offensive

1 language or intimidated in any other manner. No promises or rewards shall be made as an  
2 inducement to answer questions.

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

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1 ARTICLE 24: DURATION

2 This Agreement and each of its provisions, unless otherwise stated, shall, upon ratification by  
3 the King County Council, become effective January 1, 2017 and shall continue in full force and effect  
4 through December 31, 2019.

5 Contract negotiations for the year 2020 may be initiated by either party by providing to the  
6 other party written notice of its desire to begin negotiations.

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APPROVED this 12 day of JUNE, 2020.

By:   
King County Executive

King County Corrections Guild:

  
Dennis Folk  
President



**APPENDIX 1 - FIREARMS RE-QUALIFICATION**

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

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

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

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

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

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

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

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

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

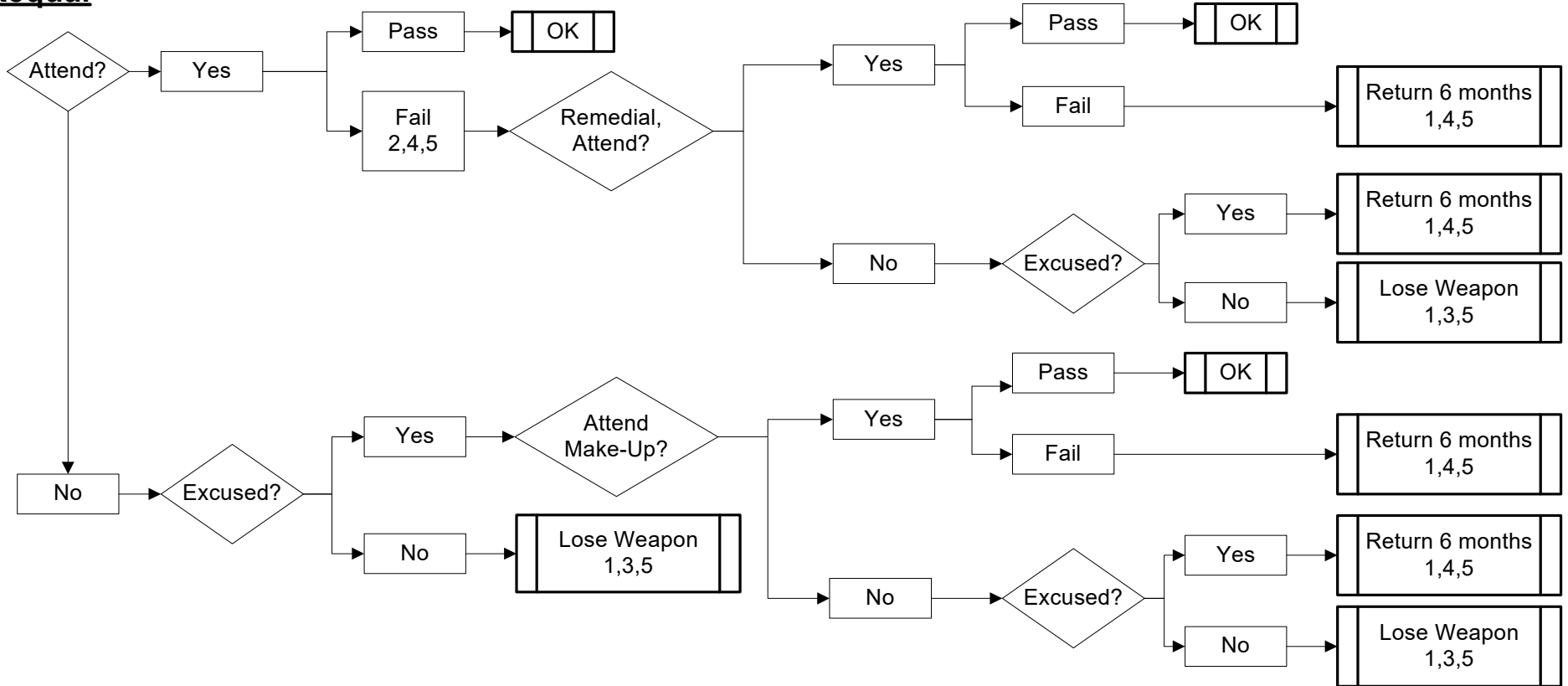
19           8. Numbers 2-7 above are illustrated on the attached Weapons Flowchart.

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

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

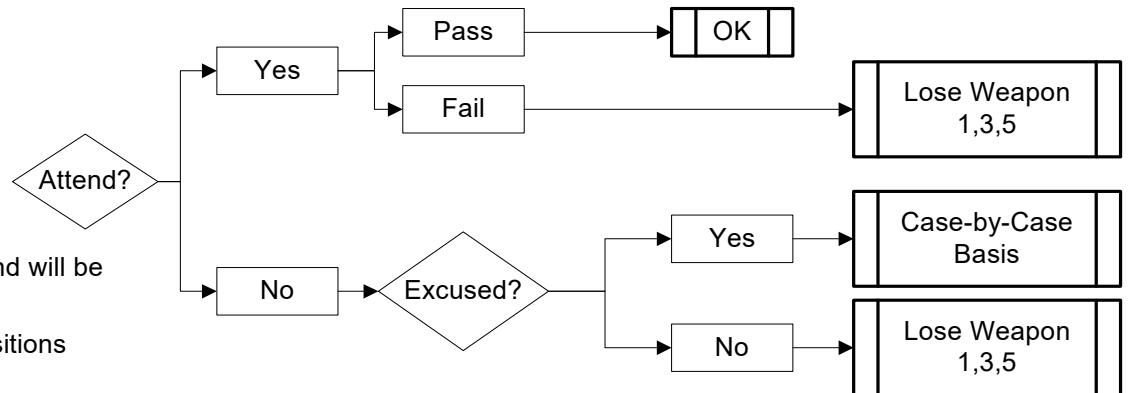
# Appendix 1 - Firearms Re-Qualification Flowchart

## 1st Requal



## 2nd Consecutive Requal

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



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

**APPENDIX 2 – UNIFORMS**

**ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT**

<b>Blumenthal Part #</b>	<b>Description</b>
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**UNIFORM SHIRTS**

***Horace Small Apparel Co.***

HS1224	Men’s Shirt, Short Sleeve #660DN, Polyester-Rayon Blend, Dark Navy
HS1126	Men’s Shirt, Long Sleeve #520DN, Polyester-Rayon Blend, Dark Navy
HS1279	Women’s Shirt, Short Sleeve #670DN, Polyester-Rayon Blend, Dark Navy
HS1178	Women’s Shirt, Long Sleeve #530DN, Polyester-Rayon Blend, Dark Navy
ST52NV	Navy Long Sleeve Shirt
7M7SNV	Navy Academy Shirt

***Fechheimer***

97R6686	Men’s Shirt, Short Sleeve Deluxe Tropical, Dark Navy
47W6686	Men’s Shirt, Long Sleeve Deluxe Tropical, Dark Navy
98R3986	Men’s Shirt, Short Sleeve “Perfect Match”, Dark Navy
48W3986	Men’s Shirt, Long Sleeve “Perfect Match”, Dark Navy
154R6686	Women’s Shirt, Short Sleeve Deluxe Tropical, Dark Navy
104W6686	Women’s Shirt, Long Sleeve Deluxe Tropical, Dark Navy
254R3986	Women’s Shirt, Short Sleeve “Perfect Match”, Dark Navy
	Women’s Shirt, Long Sleeve “Perfect Match”, Dark Navy
15W5400	Shirt, Long Sleeve, Poly-Cotton Blend, White

**ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT**

<b>Blumenthal Part #</b>	<b>Description</b>
70R9586	Men's Shirt, Wool, Short Sleeve, Dark Navy
20W9586	Men's Shirt, Wool, Long Sleeve, Dark Navy
170R9586	Women's Shirt, Wool, Short Sleeve, Dark Navy
120W9586	Women's Shirt, Wool, Long Sleeve, Dark Navy
<b><i>Edwards Uniforms Co.</i></b>	
1212-01	Men's Shirt, Short Sleeve Flyer, Poly-Cotton Blend Light Blue
1262-01	Men's Shirt, Long Sleeve Flyer, Poly-Cotton Blend Light Blue
5212-01	Women's Shirt, Short Sleeve Flyer, Poly-Cotton Blend Light Blue
5262-01	Women's Shirt, Long Sleeve Flyer, Poly-Cotton Blend Light Blue
<b><i>5.11 Uniforms</i></b>	
71177-750	Men's Shirt, Short Sleeve, "PDU", Dark Navy
72345-750	Men's Shirt, Long Sleeve, "PDU", Dark Navy
61159-750	Women's Shirt, Short Sleeve, "PDU", Dark Navy
62065-750	Women's Shirt, Long Sleeve, "PDU", Dark Navy
<b><u>UNIFORM PANTS</u></b>	
<b><i>Horace Small Uniforms</i></b>	
HS2149	Navy Sentry (Honor Guard)
74003	New Academy Pant
<b><i>Fechheimer</i></b>	

**ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT**

<b>Blumenthal Part #</b>	<b>Description</b>
32230	Men's Pants, Polyester Elastique, Dark Navy
TR070	Men's Pants, Polyester Elastique, Dark Navy
32260	Men's Pants, Dacron-Wool Blend, Dark Navy
39300	Men's Pants, "Perfect Match" Non-Cargo, Dark Navy
39400	Men's Pants, "Perfect Match" Cargo, Dark Navy
32289	Men's Pants, Wool, Dark Navy
32230W	Women's Pants, Polyester Elastique, Dark Navy
TR070W	Women's Pants, Polyester Elastique, Dark Navy
32260W	Women's Pants, Dacron-Wool Blend, Dark Navy
39300W	Women's Pants, "Perfect Match" Non-Cargo, Dark Navy
39400W	Women's Pants, "Perfect Match" Cargo, Dark Navy
32289W	Women's Pants, Wool, Dark Navy

***5.11 Uniforms***

74326-750	Men's Pants, "PDU", Dark Navy
64306-750	Women's Pants, "PDU", Dark Navy

**UNIFORM COATS, JACKETS, SWEATERS AND WORK WEAR**

***Fechheimer***

54100	Softshell Jacket, Black
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***Blauer***

9910Z	Cruiser Jacket, Gortex w/Liner and Gold "S" Buttons, Police Blue
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***Fechheimer***

SPDBLS02	Dress Coat, w/Gold "S" Buttons, Dark Navy
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***Red Kap Industries \*\*Or Approved Equal\*\****



**ADULT DIVISION APPROVED UNIFORMS AND EQUIPMENT**

<b>Blumenthal Part #</b>	<b>Description</b>
ST62NV	Work Shirt, Short Sleeve, Polyester-Cotton Twill, Navy
ST52NV	Work Shirt, Long Sleeve, Polyester-Cotton Twill, Navy
PT62NV	Work Pants, Polyester Cotton Twill, Navy
	<b><i>Dickies Industrial Wear</i></b>
4879	Coverall, Poly-Cotton Blend, Navy

**HONOR GUARD APPAREL**

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

**SHOES, BOOTS & ACCESSORIES**

***Under Armour***

3021034 Valsetz Boot, 7"

3021037 Women's Valsetz Boot, 7"

***Danner***

21210 Acadia

21210W Women's Acadia

25200 Patrol, 6"

25200W Women's Patrol, 6"

***Converse***

CP8101 Converse Men's Shoe

RB110 Converse Women's Shoe

***Thorogood***

834-6905 Oxford Shoe

834-6906 Chukka Boot

534-6905 Women's Oxford Shoe

534-6906 Women's Chukka Boot

***New Balance***

MK706BL New Balance Oxford Shoe

MW928BK New Balance Men's Shoe

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WW928BK	New Balance Women's Shoe
<b><i>Rocky Shoes</i></b>	
5000	Oxford
5001	Oxford
5005	Chukka Boot
5101	Women's Oxford
<b><i>5.11 Tactical</i></b>	
12002-019	Boot, 6"
12004-019	ATTAC Boot, 6"
12018-019	Women's Boot, 6"
12025-019	Women's ATTAC Boot, 6"
<b><u>HATS AND CAPS</u></b>	
MI6064	Dress Hat, Superior Uniform Cap Co., LAPD Style w/Navy Elastic Band, 3 Eyelets <b>**Or Approved Equal**</b>
514	Baseball Cap, Richardson Sports, Wool w/Velcro Adjuster, Dark Navy <b>**Or Approved Equal**</b>
CP90	Knit Watch Cap, San Mar, Black w/Embroidered Department Logo <b>**Or Approved Equal**</b>
<b><u>SOCKS, UNDERGARMENTS AND ATHLETIC WEAR</u></b>	
<b><i>Sanmar **Or Approved Equal**</i></b>	
5180	T-Shirt, Beefy-T, White
5180	T-Shirt, Beefy-T, White, with Heat-Stamped Lettering
9731M	Sweatpants w/Pocket, Dark Navy

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PC90P	Sweatshirt, Crewneck, Dark Navy
ST310	Shorts, Dark Navy
<b><u>BELTS AND INSIGNIA</u></b>	
<b><i>Chambers Belt Company **Or Approved Equal**</i></b>	
6605	Belt, Black Basket Weave, 1 1/2"
6606	Belt, Black Basket Weave, 1 3/4"
<b><i>Emblem Enterprises **Or Approved Equal**</i></b>	
4490G	Insignia, 5/8" 1-Star, Gold
4470G	Collar Ornament, 1" 1-Star, Gold
4491G	Insignia, 5/8" 2-Stars, Gold
4471G	Collar Ornament, 1" 2-Stars, Gold
4492G	Insignia, 5/8" 3-Stars, Gold
4472G	Collar Ornament, 1" 3-Stars, Gold
4412MG	Insignia, Major Leaves, Small, Gold
4427PG	Collar Ornament, 1" Major Leaves, Gold
4411MG	Insignia, Captain's Bars, Small, Gold
4426PG	Collar Ornament, 1" Captain's Bars, Gold
4407MG	Collar Ornament, 1" Sergeant Chevrons, Gold
<b><i>Silking Brothers, Int'l. **Or Approved Equal**</i></b>	
X201905A	Sergeant Chevron's, 3 1/2" Metallic Gold on Dark Navy Background
08LE	Name Tag, 2 1/2" x 5/8", Glossy Gold w/Cobalt Blue Lettering, Clutch Back
X157134G	Custom Department Emblems, Full Size
X157134B	Custom Department Emblems, Subdued Size
KCJHashmark#2GOLD	Custom Hashmarks

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**MISCELLANEOUS**

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

**ADDENDUM A  
KING COUNTY CORRECTIONS GUILD  
WAGE RATES**

**Corrections Officer**

Job Class Code: 5214100  
PeopleSoft Job Code: 001404

**Hourly Wage Rates  
Effective:**

	<b>1/1/2017 (+2.25%)</b>	<b>1/1/2018 (+3.00%)</b>	<b>1/1/2019 (+3.00%)</b>
Start	\$28.4791	\$29.3335	\$30.2135
12 Months	\$30.7242	\$31.6459	\$32.5953
24 Months	\$32.1604	\$33.1252	\$34.1190
36 Months	\$33.6427	\$34.6520	\$35.6916
48 Months	\$35.0621	\$36.1140	\$37.1974
60 Months	\$36.8917	\$37.9985	\$39.1385
72 Months	\$37.9986	\$39.1386	\$40.3128

**Corrections Supervisors  
(Sergeant)**

Job Class Code: 0001407  
PeopleSoft Job Code: 001407

**Hourly Wage Rates  
Effective:**

	<b>1/1/2017 (+2.25%)</b>	<b>1/1/2018 (+3.00%)</b>	<b>1/1/2019 (+3.00%)</b>
Start	\$39.8980	\$41.0949	\$42.3277
12 Months	\$40.9287	\$42.1566	\$43.4213
24 Months	\$42.4112	\$43.6835	\$44.9940
36 Months	\$43.6885	\$44.9992	\$46.3492
48 Months	\$44.9993	\$46.3493	\$47.7398
60 Months	\$46.3492	\$47.7397	\$49.1719

- A. All step increases are based upon satisfactory performance during previous service.
- B. Satisfactory performance shall mean an overall rating of "Meets Standards" or "Exceeds Standards" on the Employee Work Performance Review Report.
- C. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.
- D. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attainment of a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.

**ADDENDUM A  
KING COUNTY CORRECTIONS GUILD  
WAGE RATES**

Longevity Incentive Pay: Additional compensation added to base bi-weekly salaries of Corrections Officers and Corrections Supervisors.

Calculation of same to be on a percentage basis using the employee's current pay step as the base. Amounts as follows:

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

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

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

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



## ADDENDUM B

### MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND KING COUNTY CORRECTIONS GUILD

**Subject: Joint Labor Management Insurance Committee (JLMIC) Insured Benefits Agreements for 2017-2018 and 2019-2020**

This Memorandum of Agreement is entered into by and between King County (County) and the King County Corrections Guild (Guild).

#### **I. RECITALS**

**A.** The County and the Guild (Parties) are in the process of bargaining a collective bargaining agreement (CBA) that is the successor to the Parties' 2013-2016 CBA.

**B.** Article 11: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS of the 2013-2016 CBA provides:

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

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

**C.** The Joint Labor Management Insurance Committee (JLMIC) has bargained insured benefits agreements for the benefit years of 2017-2018. The JLMIC made changes to the 2013-2016 employee insurance benefits for the 2017-2018 benefits agreement which includes eliminating subsidized medical coverage for early retirees, changed the definition of domestic partner that qualifies for insurance coverage, added a third medical plan option, and increased the emergency room copay. Since the 2013-2016 CBA had expired, the County maintained the dynamic status quo for insured benefits whereby the Guild was covered under the 2017-2018 JLMIC insured benefits agreements, including the plan changes identified herein. In addition, by agreement of the Parties, subsidized medical coverage for early retirees was extended through 2017.

**D.** The JLMIC recently bargained insured benefits for the 2019-2020 benefits years. The benefits agreement continued the 2018 plan designs for the 2019-2020 benefits years and made additional changes to reinstate the subsidized medical coverage for early retirees, increase the

**ADDENDUM B**

hardware allowance under the vision plan, reduce the waiting period for long-term disability and add an optional, voluntary short-term disability plan paid by employees.

E. With the addition of the voluntary short-term disability plan option beginning in 2019, the Parties recognized that Article 7, Section K would prohibit employees from fully enjoying this new benefit since the terms of the benefit plan conflicts with the terms of the CBA, i.e., requiring an employee to exhaust their sick leave before taking an unpaid leave of absence.

**II. AGREEMENT**

In consideration of the above, NOW THEREFORE, the parties agree to the following:

1. The Guild accepts all the terms and conditions of the 2017-2018 JLMIC insured benefits agreement and agrees to sign the attached document to become a signatory thereof.

2. The Guild agrees to the 2019-2020 JLMIC insured benefits agreement and agrees to be a signatory thereto.

3. The Guild agrees to continue the current contract provision for Article 11, provided under Recital B herein, into the successor to the 2013-2016 CBA.

4. The Parties agree to modify Article 7, Section K and include it in the Parties' successor CBA as follows:

An employee shall not be required to ~~must~~ use all of his or her accrued sick leave and any donated leave before taking unpaid leave for his or her own health reasons before utilizing short-term disability benefits.

5. This Agreement shall be in effect, following its execution, through December 31, 2020.

For the King County Corrections Guild:



David Richardson  
President

NOV 9. '18

Date

For King County:



Robert S. Railton  
Labor Relations Manager  
Office of Labor Relations

11/9/18

Date

## ADDENDUM B

**MEMORANDUM OF AGREEMENT  
Regarding Insured Benefits  
January 1, 2017 through December 31, 2018  
For Represented Benefits-Eligible Employees  
By and Between King County**

**And**

**The Joint Labor Management Insurance Committee Unions**

WHEREAS, certain designated representatives of King County (“County”) and the Unions signatory to this Memorandum of Agreement (“Agreement”) have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee (“JLMIC”) for the purposes of negotiating the plan provisions and funding of the County’s fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs (“insured benefits”); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of the County that a sustainable compensation package be achieved by reducing the year-over-year growth rate of the county’s overall employee compensation budget to align with the county’s population-adjusted inflation rate; and

WHEREAS, the total compensation budget includes, but is not limited to, adopted expenditures for all wages, leaves, retirement contributions, and insured benefits for active employees; and

WHEREAS, the County provides total compensation in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan (“HMO”), and a Preferred Provider Organization Plan (“PPO”); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose health care that is more effective and produces better health outcomes;

## ADDENDUM B

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all county employees represented by the Unions signatory hereto (“the Parties”), with the exception of employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers’ Guild. In addition, this Agreement shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees to which this Agreement applies shall be referred to as “JLMIC-Eligible Employees.”
2. **Continuation of JLMIC Protected Fund Reserve.** The balance of the 2016 JLMIC Protected Fund Reserve (“PFR”) shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases to the cost of those insured benefits for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.
3. **County Funding Rate.**
  - A. **2017.** Commencing on January 1, 2017, the County shall maintain the same funding rate contributed in 2016 (i.e., \$1,465 per month) on behalf of each JLMIC-Eligible Employee.
  - B. **2018.** Commencing on January 1, 2018, the County shall contribute four percent (4%) more than was contributed in the prior year (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
4. **Insufficient County Funding.** To the extent that the County’s funding rate identified in Paragraph 3, and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, are at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
5. **Excess County Funding.** To the extent that the County’s funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provide greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.

## ADDENDUM B

6. **Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachments A and B, including but not limited to maintaining the 2016 JLMIC-Eligible Employees' out-of-pocket costs for the PPO Plan and HMO Plan, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The parties hereby agree to make the following modifications:
  - a. Effective January 1, 2018, the definition of domestic partner shall be conformed to match State law;
  - b. Effective January 1, 2017, the JLMIC will no longer subsidize the cost of medical benefits for those eligible for early retirement; provided that, if the Affordable Care Act is repealed or substantially modified, the parties agree to reopen negotiations to address this Section 6(b).
7. **Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
8. **Supplemental Medical Plans and Healthy Incentives.** During the term of this Agreement, the JLMIC will add supplemental plan options beyond the PPO Plan and the HMO Plan for the 2018 benefit year. In addition, the JLMIC agrees to negotiate changes to the Healthy Incentives program to be effective for the 2018 benefit year; provided that, in the absence of agreement to the contrary, the County will absorb any additional cost above the status quo 2016 cost associated with those changes for the life of this Agreement.
9. **Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a "true-up meeting" no later than April 15 of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
10. **Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below fifteen million dollars (\$15,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Unions signatory hereto, and one expert selected jointly by the two selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. The Panel shall be empowered to make plan design changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be shared equally by the Parties.

## ADDENDUM B

11. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2019) no later than January of 2018.
12. **Agreement To All Provisions.** This Agreement supersedes any statutory or contractual provision in any existing contract that in any way conflicts with this Agreement.
13. **Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees consistent with the program parameters outlined in the attached Memorandum of Agreement (Attachment C).
14. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party that is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
15. **Term.** This Agreement shall be in effect, upon approval of the King County Council, from January 1, 2017, through December 31, 2018.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
King County Executive

**Attachment A**

<i>Summary</i>	<b>KingCare<sup>SM</sup> Gold</b>	<b>KingCare<sup>SM</sup> Silver</b>	<b>KingCare<sup>SM</sup> Bronze</b>
<i>Annual Deductible</i>	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
<i>Coinsurance (Medical)</i>	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
<i>Emergency Room Copay</i>	\$200	\$200	\$200
<i>Annual Out-of-Pocket Maximum Medical (Includes deductibles and coinsurance)</i>	Network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family	Network: \$1,600/person \$3,800/family Out-of-network: \$2,400/person \$5,400/family	Network: \$2,000/person \$4,800/family Out-of-network: \$2,800/person \$6,400/family
<i>Retail Prescription Drug</i>	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand
<i>Annual Out-of-Pocket Maximum (Rx)</i>	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family
<i>Lifetime Maximum</i>	No limit	No limit	No limit
<i>BAF</i>	\$100 per month	\$100 per month	\$100 per month

APPENDUM B



**Attachment B**

<i>Summary</i>	<i>Group Health Gold</i>	<i>Group Health Silver</i>	<i>Group Health Bronze</i>
<i>Annual Deductible</i>	\$0	\$0	\$0
<i>Office visit Copay</i>	\$20	\$35	\$50
<i>Network Emergency Room Copay</i>	\$100	\$100	\$100
<i>Inpatient Hospital Copay</i>	\$200 then 100%	\$400 then 100%	\$600 then 100%
<i>Annual Out-of-Pocket Maximum</i>	\$1,000/person \$2,000/family Rx copay does not count towards annual out-of- pocket max	\$2,000/person \$4,000/family Rx copay does not count towards annual out-of- pocket max	\$3,000/person \$6,000/family Rx copay does not count towards annual out-of- pocket max
<i>Retail Prescription Drug</i>	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand
<i>Lifetime maximum</i>	No limit	No limit	No limit

APPENDUM B

**ADDENDUM B  
ATTACHMENT C  
MEMORANDUM OF AGREEMENT**

**By and Between**

**King County and the Joint Labor Management Insurance Committee**

**Regarding**

**HRA VEBA**

**Elections and Health Benefits for 2015 and 2016**

**For Represented Benefits-Eligible Employees**

**Whereas**, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

**Whereas**, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

**Whereas**, the parties have negotiated in good faith; now

**Therefore**, the parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it. Prior to having access to HRA VEBA contributions, the employee must complete and submit an HRA VEBA enrollment packet to Benefits, Payroll and Retirement Operations (BPROS).

The following options are currently available to participating bargaining units:

**ADDENDUM B**  
**ATTACHMENT C**

**a. Sick Leave Cash Out at Retirement VEBA Option:** If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

**b. Vacation Cash Out at Retirement Option:** If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The following conditions (as well as any additional conditions required by law) apply to this Option:

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.
- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.
- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.

**ADDENDUM B**  
**ATTACHMENT C**

- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
  - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
  - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

A *Qualified Group Health Plan* is defined as a health plan that meets the minimum value requirements of the Affordable Care Act (ACA) law. For example, these may include plans sponsored by an employer or group of employers, coverage through a former employer and TRICARE but do not usually include Medicare, Medicaid, Veterans Administration (VA) coverage or individual plans purchased through the Health Insurance Marketplace (exchange).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2014 and 2015, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

**ADDENDUM B**  
**ATTACHMENT C**

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2015, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

**2. Irrevocability.** Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

**3.** The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may contribute to the efficiency of this process.

**4. Total Agreement.** This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.

**5. Severability.** The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**6. Term.** This Agreement shall be effective January 1, 2014, through December 31, 2016, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

# Attachment -1

## TRANSFER REQUEST PROCEDURES

### PURPOSE

Transfer request procedures were established for the purpose of providing fair and consistent guidelines for the process of employee's requests for transfer to different furlough and/or facility/shift.

### SCOPE

The procedures apply to requests for transfers arising from:

1. An employee's desire to change facility/shift and/or furloughs or;
2. Transfers required due to completion of term of a selected (special) assignment.
3. The procedures may not apply to probationary employees since they are subject to shift rotation and available furloughs during their probationary year.

### STAFF RESPONSIBILITIES

**Corrections Officer:** Corrections officers desiring to transfer are to complete an officers report and submit the request to the Administrative Sergeant at their facility. If request is submitted for reasons of hardship, an officers report should be attached explaining situation necessitating the need for transfer.

**Administrative Sergeant:** Administrative Sergeant will add the Officer's request to the transfer request file. The file will then be processed to determine current transfer order. A transfer request roster will be posted and maintained showing furloughs and/or facility/shift requests pending.

**Facility Commander:** The Facility Commander shall consider requests submitted for reason(s) of hardship and approve or deny request based on merit and department needs.

### PROCESSING METHODOLOGY

Processing Order:

1. Subsequent to Annual Rotation Assignment, officers who are transferred by the department due to changes in shift staffing levels or furlough distribution, shall have first consideration for assigned furloughs and/or facility/shift held prior to transfer.
2. Requests for change of furloughs shall be processed before requests for change of shift.
3. All requests will be processed on a first-come/first served basis as determined by request submittal date. If multiple requests are submitted on the same date, an employee's seniority will be used to determine processing order.
4. An employee will be given their highest preference (choice) available at time of processing

### AVAILABLE OPENINGS

The department shall determine if a furlough or shift opening exists and when the opening is to be filled.

## Attachment -1

### OPEN TRANSFER REQUEST PERIOD

An open request period of thirty (30) days shall be established subsequent to posting of the Annual Assignment Roster (Dream Sheet Report). All requests received during this period will be given the same request submittal date. Processing order for these requests will be based on an Officer's seniority.

An announcement of this open transfer request period will be posted indicating the period's start and end date. All requests received following the close of this period will be given a request submittal date as verified by the Administrative Sergeant.

### PROCEDURAL OUTLINE

- I. Request Submittal
  - A. Open Transfer Request Period
    1. Period is thirty (30) days in length.
    2. All requests received are given same submittal date.
  - B. Subsequent Requests (post open period)
    1. Submittal date is the date received and verified by the Administrative Sergeant.
- II. Data Processing-Recording Request
  - A. Request Limit- A limit of three requests will be maintained per employee, one request per shift.
  - B. Requests received regarding a shift currently on file will cause the deletion of the old request. The submittal date for the shift will reflect the latest request date.
  - C. Furloughs requested will be entered in order of preference (choice) shown on transfer request form (Officer's Report).
  - D. Requests received shall be maintained on file in order of date received to provide a backup record system.
- III. Transfer Processing Order
  - A. All requests on file will be ordered as follows:
    1. Requests concerning a specific facility/shift, i.e., 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup>.
    2. Requests for change of furloughs only on specific shift.
      - a. Ordered by request submittal date.
      - b. Ordered by seniority if same submittal date.
    3. Requests for change to specific shift.
      - a. Ordered by request submittal date.
      - b. Ordered by seniority if same submittal date.
  - B. All requests for change of furloughs from employees on shift will be processed before requests from employees requesting transfer to the shift.
  - C. Requests from employees with multiple requests will be processed in the following order:
    1. A request for furlough change only.
    2. The earliest request date of change.
    3. If same request date, order listed on transfer request submittal.



## Attachment -1

### IV.. Furlough/Shift Assignment

- A. Based on available openings and decision to fill these openings, employees requesting furlough changes only will be assigned their highest preference available at the time of processing.
- B. Following furlough processing, officers will be assigned their highest preference of shift available at the time of processing.
- C. Following processing of shift changes, secondary reviews of requests for furlough and shift changes will be performed in order to fill opening created by shift transfer.

### V. Purging of Transfer Request File

- A. Automatic Purging: A request will be automatically purged provided:
  - 1. An employee has received or is currently on the shift for which the request refers, and;
  - 2. The employee has received the furloughs for which highest preference (choice) was noted.
- B. Purge at Employees Request: An employee may purge a request on file by submitting an officers report to the Administrative Sergeant.
- C. End of Calendar Year Purge: All requests on file will be purged following completion of the calendar year.

### VI. Transfer Request Roster

- A. A transfer request roster shall be posted and maintained showing current transfer requests on file. This roster shall be presented in Transfer Processing Order as discussed in Section III, A., above.