

**Memorandum of Agreement
By and Between
King County
and
King County Corrections Guild**

Subject: Use of Automated Vehicle Location System and Electronic Card Reader Data

This Memorandum of Agreement is entered into by and between the King County Corrections Guild (the Guild) and King County (the County) on behalf of the Department of Adult and Juvenile Detention (the Department).

RECITALS

1. The Guild and the County are parties to a Collective Bargaining Agreement (CBA) effective from January 1, 2013, to December 31, 2016, and are in the process of negotiating a successor agreement.
2. The Guild and the County have discussed the County's acquisition, installation, and use of a singular Automated Vehicle Location (AVL) system, as well as the ongoing use of installed Electronic Card Readers, and agree that rules governing the use of the data generated by these systems in determining employee discipline need to be defined. The parties have reached the following agreement regarding these systems.

AGREEMENT

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

1. The parties agree to operate according to the following language, which the parties also agree to incorporate into the successor CBA after the completion of the upcoming interest arbitration process:
 - A. The County agrees that neither AVL data, card reader data, nor a combination of the two will constitute the sole documentation used to determine discipline imposed on an employee.
 - B. The County expressly agrees that any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions.
 - C. The County will not request copies of AVL data and/or card reader data from the Department of Information Technology (KCIT) or otherwise access that data for the purpose of

disciplinary action unless there is a documented good-faith reason to do so, based upon a reasonable suspicion that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data or card reader data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action (i.e., no fishing expeditions). The Human Resources Manager or Employee and Labor Relations Representative for the Department must preapprove all requests to view AVL and/or card reader data.

D. If the County is aware of AVL data and/or card reader data that may pertain to an investigation, as defined in (A) and (C) above, the employee who is subject to the investigation and/or the Guild will have the right to view the AVL data and/or card reader data before an investigatory interview is conducted by the Department. If the County refuses a request by an employee and/or the Guild to view AVL data and/or card reader data prior to conducting an investigatory interview, the data will not be used as evidence in any manner pertaining to the determination or implementation of discipline. Furthermore, the AVL data and/or card reader data will not be used as evidence under just cause and will not be introduced as evidence during any step of the grievance procedure, up to and including arbitration.

E. The County agrees to comply with requests from the employee and/or the Guild for access to AVL data and/or card reader data, where discipline or the potential to issue discipline exists.

2. This Agreement will take effect immediately upon signature by both parties, and will expire at such time as the successor CBA incorporating this language has been legislated and is in effect.

For the King County Corrections Guild:

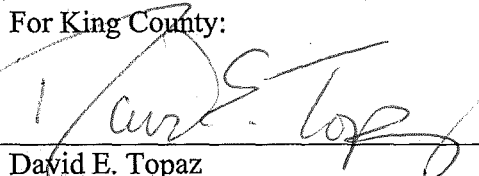


David Richardson
President

MAY 1, 18

Date

For King County:



David E. Topaz
Labor Relations Negotiator Senior
Office of Labor Relations
King County Executive Office

5/2/18

Date