

**PUBLIC SAFETY EMPLOYEES UNION  
NON-COMMISSIONED PROFESSIONAL EMPLOYEES  
AT THE KING COUNTY  
SHERIFF'S OFFICE**

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1                                   **PUBLIC SAFETY EMPLOYEES UNION**  
2                                   **NON-COMMISSIONED PROFESSIONAL EMPLOYEES**  
3                                   **AT THE KING COUNTY**  
                                      **SHERIFF'S OFFICE**

4           These articles constitute an agreement between King County and Public Safety Employees  
5 Union, the terms of which have been negotiated in good faith, between King County and the  
6 signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance  
7 by the County Council of King County, Washington.

8   **ARTICLE 1: PURPOSE**

9           The intent and purpose of this Agreement is to promote the continued improvement of the  
10 relationship between King County and its employees by providing a uniform basis for implementing  
11 the right of public employees to join organizations of their own choosing, and to be represented by  
12 such organizations in matters concerning their employment relations with King County and to set  
13 forth the wages, hours and other working conditions of such employees in appropriate bargaining  
14 units.

15   **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

16           **Section 1.** The County recognizes the signatory organization as representing those regular  
17 full-time and regular part-time career service, civil service and probationary employees whose job  
18 classifications are listed in attached Addendum A (Wage Rates). The County also recognizes the  
19 signatory organization as representing those temporary and term-limited temporary employees (as  
20 opposed to regular employees) whose job classifications are listed in attached Addendum A (Wage  
21 Rates), and who meet Washington State Public Employment Relations Commission's definition of  
22 "employee".

23           Temporary and term-limited temporary employees (defined in Appendix B (Definitions))  
24 however, are covered only by Article 7 (Wages) Sections 1, 2, 4 and 6 and Addendum A (Wage  
25 Rates) of this collective bargaining agreement. No other provision in this collective bargaining  
26 agreement applies to temporary or term-limited temporary employees. Except that Article 7 Section  
27 6D (Education) applies to TLT employees but not to temporaries.

28           Vacation, sick leave, holidays and health care benefits for temporary and term-limited

1 temporary employees shall be governed by King County Code, Section 3.12.

2       **Section 2. Union Security:** It shall be a condition of employment that all regular full-time,  
3 regular part-time, temporary and term-limited temporary employees who are members of the Union  
4 on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee  
5 to the Union for their representation to the extent permitted by law.

6       It shall be a condition of employment that regular full-time, regular part-time, temporary and  
7 term-limited temporary employees, covered by this Agreement and hired on or after its effective date  
8 shall, on the thirtieth calendar (consecutive) day following such employment, become and remain  
9 members in good standing in the Union, or pay an agency fee to the Union for their representation to  
10 the extent permitted by law.

11       Provided, however, employees who hold genuine religious beliefs or tenets which object to  
12 membership in the Union, as provided by state and federal law, shall not be required to tender those  
13 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an  
14 amount of money equivalent to regular union dues and initiation fee to a non-religious charity  
15 mutually agreed upon between the public employee and the Union. The employee shall furnish  
16 written proof that payment to the agreed upon non-religious charity has been made. If the employee  
17 and the Union cannot agree on the non-religious charity, the Public Employment Relations  
18 Commission shall designate the charitable organization. It shall be the obligation of the employee  
19 requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for  
20 such exemption.

21       All initiation fees and dues paid either to the Union or charity shall be for non-political  
22 purposes.

23       **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a  
24 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
25 of dues as certified by the secretary of the signatory organization and shall transmit the same to the  
26 treasurer of the signatory organization.

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

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

4 **Section 4. Union Membership - Informational Form:** The County will require all new  
5 employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will  
6 inform them of the union's exclusive recognition.

7 **Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current listing  
8 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
9 twice per calendar year. Such list shall include the name of the employee, classification, department  
10 and salary.

11 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

14 A. determining the mission, budget, organization, number of employees, and internal security  
15 practices of the Departments;

16 B. recruiting, examining, evaluating, promoting, training, transferring employees of its  
17 choosing, and determining the time and methods of such action;

18 C. disciplining employees, including the suspension, demotion, or dismissal of employees for  
19 just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance  
20 procedure and just cause provisions of Article 12;

21 D. assigning and directing the work force;

22 E. developing and modifying class specifications;

23 F. determining the method, materials, and tools to accomplish the work;

24 G. designating duty stations and assigning employees to those duty stations;

25 H. reducing the work force;

26 I. establishing reasonable work rules;

27 J. assigning the hours of work;

28 K. taking whatever actions may be necessary to carry out the Department's mission in case of

1 emergency.

2 L. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system  
3 is vested exclusively in King County. Implementation of such system may include, but is not limited  
4 to, the conversion of wages and leave benefits into hourly amounts and changes to scheduled pay  
5 dates. The parties agree that application provisions in the CBA may be re-opened at any time during  
6 the life of this Agreement by the County for the purpose of negotiating these standardized pay  
7 practices, to the extent required by law. The parties recognize King County's exclusive right to make  
8 necessary changes to the payroll system, consistent with Appendix F.

9 M. The departments may change or modify or implement requirements with respect to  
10 uniforms worn by their employees.

11 N. Requiring employees to serve a period of probation that does not exceed one year.

12 O. Assigning bargaining unit work to any member of the bargaining unit, consistent with  
13 other provisions in this collective bargaining agreement.

14 In prescribing policies and procedures relating to personnel and practices, and to the  
15 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,  
16 as appropriate. However, the parties agree that the Employer retains the right to implement any  
17 changes to policies or practices that are not mandatory subjects of bargaining. All of the functions,  
18 rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this  
19 Agreement are recognized by the Union as being retained by the Employer.

20 P. Civil Service and Career Service: King County retains the right to bargain changes or  
21 effects - to the extent required by law - to King County Civil Service Rules and Career  
22 Service/Personnel Guidelines, and may propose such changes at any time. Such proposals may be  
23 discussed in labor/management meetings or any forum acceptable to the parties.

24 Q. Early Intervention Systems (EIS): Consistent with the authority retained in Article 3  
25 Section B supra, King County has the right to develop and implement an EIS system consistent with  
26 King County Sheriff's Office policies and procedures.

27 R. Performance Review: Consistent with the authority retained in Article 3, Section B supra,  
28 King County has the right to develop and implement a performance evaluation system consistent with

1 King County Sheriff's Office policies and procedures.

2 S. Civilian Review: King County has the right to create, develop and implement a system of  
3 civilian review and an Office of Law Enforcement Oversight (KC OLEO) consistent with King  
4 County Ordinances.

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1 **ARTICLE 4: HOLIDAYS**

2 The County shall continue to observe the following paid holidays:

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4 <b>COMMONLY CALLED:</b>	5 <b>DATE OF OBSERVANCE:</b>
6 New Year's Day	7 First day of January
8 Martin Luther King, Jr.'s Birthday	9 Third Monday in January
10 President's Day	11 Third Monday in February
12 Memorial Day	13 Last Monday in May
14 Independence Day	15 Fourth day of July
16 Labor Day	17 First Monday of September
18 Veteran's Day	19 Eleventh day of November
20 Thanksgiving Day	21 Fourth Thursday in November
22 Friday following Thanksgiving Day	
23 Christmas Day	24 Twenty-fifth day of December

25 **Section 1. Date of Observance:** All holidays shall be observed in accordance with  
26 RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour,  
27 seven day per week operation shall observe the following four (4) holidays on the specific dates listed  
28 below. Examples of the twenty-four hour operations are: Automated Fingerprint Identification  
System (AFIS) division of the Sheriff's Office. For these specific named holidays, overtime will be  
paid only on the dates listed below:

29

30 <b>Holiday</b>	31 <b>Date of Observance and Overtime Payment</b>
32 New Year's Day	33 First of January
34 Independence Day	35 Fourth of July
36 Veteran's Day	37 Eleventh of November
38 Christmas Day	39 Twenty-fifth of December

1           **Section 2. If Holiday falls on furlough:** If a holiday (as defined in Section 1) falls on an  
2 eligible employee's furlough day, the employee is entitled to either schedule a day off some other  
3 time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

4           **Section 3. Overtime Payment:** All employees shall take holidays on the day of observance  
5 unless their work schedule requires otherwise for continuity of services, in which event, they shall be  
6 paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in  
7 addition to the regular holiday pay.

8           **Section 4. Floating Holiday:** Each employee shall receive two (2) additional personal  
9 holidays to be administered through the vacation plan. One (1) day shall be granted in the pay-period  
10 that includes the first of October and one (1) day shall be granted in the pay-period that includes the  
11 first of November of each year. These days can be used in the same manner as any vacation day  
12 earned.

13           **Section 5. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to and  
14 the day following a holiday to be eligible for holiday pay.

15           **Section 6. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits  
16 based upon the ratio of hours actually worked (less overtime) to a standard work year.



1 **ARTICLE 5: VACATIONS**

2 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours  
3 per week, shall receive vacation benefits as indicated in the following table:

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<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

23 **Section 1.a. Accrual - 35 Hour Employees:** Regular employees working less than 40 hours  
24 per week shall receive prorated vacation benefits.

25 **Section 2. Monthly Accrual - Vacation Holidays and Sick Leave:** Employees with one or  
26 more continuous years of service shall accrue vacation benefits monthly pursuant to King County  
27 policy and ordinances. Employees shall be charged vacation based on their daily work schedule  
28 (8 hour, 7.5 hour, or 7 hour).

1 Employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they actually  
2 work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

3 **Section 3. Regular Part Time Employees:** Vacation benefits for regular, part-time  
4 employees will be established based upon the ratio of hours actually worked (less overtime) to a  
5 standard work year. For example: If a regular, part-time employee normally works four hours per  
6 day in a department that normally works eight hours per day, then the part-time employee would be  
7 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent  
8 number of years service.

9 **Section 4. No County Employment While on Vacation:** No person shall be permitted to  
10 work for compensation for the County in any capacity during the time when vacation benefits are  
11 being drawn.

12 **Section 5. Leave Increments:** For overtime eligible employees, vacation, sick leave and  
13 unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department  
14 director or his/her appointed designee.

15 **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, a non-  
16 probationary employee will be paid for unused vacation credits up to a maximum allowable  
17 accumulated vacation. Probationary employees who have left King County (except for those who  
18 were terminated for cause) will be paid for unused vacation credits after 6 months of probation.  
19 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in  
20 Addendum A and shall also include longevity incentive pay for those who receive it. The hourly rate  
21 shall be determined by dividing the annual rate of pay by the number of work hours in that year.

22 **Section 7. Payment Upon Death of Employee:** In cases of separation by death, payment of  
23 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided  
24 by RCW, Title 11.

25 **Section 8. Excess Vacation:** All employees may continue to accrue additional vacation  
26 beyond the maximum specified herein if, as a result of cyclical workloads or work assignments,  
27 accrued vacation will be lost. Employees who leave King County employment for any reason will be  
28 paid for their unused vacation up to the maximum specified herein, (480 hours for a 40 hour per week

1 employee), consistent with Section 6 above. Employees must use vacation leave in excess of the  
2 maximum accrual amount on or before the last day of the pay period that includes December 31st of  
3 each year.

4 **Section 9. Vacation Preference:** In accordance with past practice, vacation shall be granted  
5 on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee  
6 with the approval of the Division Commander for the King County Sheriff's Office. Employees who  
7 are transferred involuntarily, and who have already had their vacation request approved as specified  
8 above, will be allowed to retain that vacation period regardless of their seniority within the new shift,  
9 squad, or unit to which they are transferred.

10 **Section 10. Vacation Donation:** Employees may donate accrued vacation hours to other  
11 eligible King County Employees consistent with King County policy and ordinances.

12 **Section 11. Inclement Weather:** In situations involving "unusual occurrences" and/or  
13 inclement weather the standard KCSO policy will be adhered to except that employees who cannot  
14 come to work due to the "unusual occurrence" and/or weather conditions will be allowed to use  
15 compensatory time, vacation time, or leave without pay to cover such absences.

## 16 **ARTICLE 6: SICK LEAVE**

17 **Section 1. Accrual:** Regular full-time employees, and regular part-time employees who  
18 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each  
19 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The  
20 employee is not entitled to sick leave if not previously earned.

21 **Section 2. Sick Leave Extension:** After the first six months of full-time service, a regular  
22 employee may, at the division manager's discretion, be permitted to use up to five days of vacation as  
23 an essential extension of used sick leave. An employee may use vacation leave for sick leave for a  
24 Washington Family Care qualifying event. If an employee does not work a full twelve months, any  
25 vacation credit used for sick leave must be reimbursed to the County upon termination.

26 **Section 3. Increments:** For overtime eligible employees, sick leave may be used in one-  
27 quarter (1/4) hour increments at the discretion of the division manager or department director.

28 **Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits

1 accrued by an employee.

2       **Section 5. Verification of Illness:** Department management is responsible for the proper  
3 administration of the sick leave benefit. Verification of illness from a licensed healthcare provider  
4 may be required for any requested sick leave absence.

5       **Section 6. Separation from Employment:** Separation from County employment except by  
6 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick  
7 leave currently accrued to the employee. Should the employee resign in good standing or be laid off  
8 and return to the County within two years, accrued sick leave shall be restored.

9       **Section 7. Pregnancy Disability:** Accrued sick leave may be used for absence due to  
10 temporary disability caused by pregnancy.

11       **Section 8. Other Than County Employment:** Sick leave because of an employee's physical  
12 incapacity shall not be approved where the injury is directly traceable to employment other than with  
13 the County.

14       **Section 9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have  
15 successfully completed at least five (5) years of County service and who retire as a result of length of  
16 service or who leave the County's employment in good standing after twenty-five (25) years or more  
17 or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW  
18 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick  
19 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment  
20 less mandatory withholdings.

21       **Section 10. Maximum Compensation:** Employees injured on the job may not  
22 simultaneously collect sick leave and workers' compensation payments in a total amount greater than  
23 the net regular pay of the employee. Provided that employees who qualify for workers'  
24 compensation may receive payments equal to net regular pay.

25       **Section 11. Uses of Sick Leave:** Employees are eligible for payment on account of illness  
26 for the following reasons:

27           A. Employee illness;

28           B. Employee disability due to pregnancy or childbirth;

- 1 C. Employee exposure to contagious diseases and resulting quarantine;
- 2 D. Employee keeping medical, dental, or optical appointments;
- 3 E. Employee caring for a child under the age of eighteen (18) with a health condition
- 4 that requires treatment or supervision (pursuant to RCW 49.12.270);
- 5 F. As required under state or federal law;
- 6 G. To volunteer in a child's school for up to a maximum of 3 days on the conditions
- 7 set forth in the King County Personnel Guidelines.

8 **Section 12. Family Care and Bereavement Leave:**

- 9 A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
- 10 of bereavement leave per occurrence due to the death of members of their immediate family.
- 11 B. Regular, full-time employees who have exhausted their bereavement leave, shall
- 12 be entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when
- 13 death occurs to a member of the employee's immediate family.
- 14 C. Bargaining unit members shall be granted benefits consistent with all provisions of
- 15 King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Appendix C.
- 16 This includes but is not limited to eligibility requirements, terms, conditions and restrictions.
- 17 D. In cases of family care where no sick leave benefit is authorized or exists, the
- 18 employee may be granted leave without pay, consistent with the terms of King County's FMLA
- 19 Ordinance, No. 13377, King County Code 3.12.220.

20 E. In the application of any of the foregoing provisions, holidays or regular days off

21 falling within the prescribed period of absence shall not be charged against accrued sick leave.

22 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave

23 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of

24 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)

25 additional hours credited to their vacation account. Employees who have used more than sixteen (16)

26 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their

27 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

28 **Section 14. Prescribed Period of Absence:** Holidays or regular days off falling within the

1 prescribed period of absence will not be charged against accrued sick leave.

2 **ARTICLE 7: WAGE RATES**

3 **Section 1. Rates of Pay:** Wage rates for regular part-time employees shall be prorated based  
4 upon the ratio of hours actually worked to the standard 40-hour workweek.

5 **Section 2.** Effective January 1, 2013 all wage rates in effect for the classifications listed in  
6 Addendum A received a cost of living increase of 3.09%.

7 Effective January 1, 2014, all wage rates in effect for the classifications listed in Addendum A  
8 received a cost of living increase of 1.67%.

9 This Article will open and remain open on the issue of a wage increase for 2015 until the  
10 issue is bargained and ratified with Union Coalition members.

11 **Section 3. Work Out of Class:** King County may assign an employee to work out of class  
12 whenever an employee is assigned, in writing (such assignments must be in writing), by the division  
13 manager or his/her designee, to perform the duties of a higher classification for a period of one full  
14 working day or more, that employee shall be paid at the first step of the higher class or a minimum of  
15 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time  
16 spent while so assigned. Additional compensation shall not exceed the maximum of the salary range  
17 for the assigned classification. King County may assign employees to perform the work of a lower  
18 classification, but while so assigned, the employee will be paid at the rate of his/her normal  
19 classification, consistent with Article 3(O.).

20 **Section 4. Lead Worker Pay:** Employees assigned, in writing, by the division manager or  
21 his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent  
22 (5%) greater than their regular rate for all time so assigned.

23 Assignment of "lead worker" will not confer on an employee any privilege, right of appeal, or  
24 right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may  
25 be revoked at any time at the sole discretion of management at such time as the "lead worker"  
26 designation is removed, the employee's compensation reverts to the rate received prior to the  
27 designation. Except that when revocation of lead worker pay is used as a disciplinary sanction, it  
28 shall be subject to the grievance procedure and requirements of just cause.

1           **Section 5. Salary on Promotions:** Any employee who is promoted to a higher classification  
2 shall receive the beginning step for the higher classification or the next higher salary step as would  
3 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

4           **Section 6. Employee Incentive/Career Development:**

5           **Statement of Intent:** The intent of the parties is that this program is to be funded through  
6 cost savings. It is also the intent of the parties that the cost of this program (employee incentive  
7 program) not exceed 1% of the total base wages of the bargaining unit.

8           The parties agree that in addition to the costs, other factors that will be considered in  
9 evaluating the program include the effectiveness of the program in improving productivity and  
10 efficiencies (consistent with department adopted missions and goals) the ease of administration,  
11 consistency in implementation, difficulties of implementation, effect on employee morale, and  
12 administration costs and demands.

13                   **A. Translation**

14           Regular full-time employees who are formally certified by the State of Washington to perform  
15 interpreting/translation services may request that the Sheriff or Director or his/her designee select the  
16 employee for purposes of placing the employee's name on a list to be published and distributed  
17 annually within the department. Placement on or removal from such list is at the discretion of the  
18 Sheriff, Director or designee.

19           Those employees named on such list are eligible and qualified to perform  
20 translation/interpreting services for the department and are eligible to receive a five hundred dollar  
21 (\$500) (flat monthly rate of \$41.67 converted to an hourly figure) per year premium for such  
22 services. Payment will be made for the calendar year no later than the first pay period in April of the  
23 year. Employees who are placed on the eligibility list after January 1st of any given year shall be  
24 paid a prorated share of the five hundred dollars (\$500) yearly premium (flat monthly rate of \$41.67  
25 converted to an hourly figure). Employees who are placed on the eligibility list after January 1st of  
26 any given year shall be paid such premium the month following placement on such list.

27           The intent of this provision is to compensate employees who may be called upon by their  
28 departments on a regular basis to provide interpreting/translation services. It does not apply to any

1 employee whose class specification or job description requires such skills, and it is not intended that  
2 people who are expected to do casual informal interpreting be placed on the list of employees eligible  
3 for the premium. State Certification is at the employee's expense.

4 The departments agree to use only these employees on the "list" of eligibles to  
5 interpret/translate in the formal manner described above, except in cases of emergency or when, due  
6 to unforeseen circumstances, no one on the list can speak the language required. The departments  
7 retain the right to hire interpreters/translators other than their own employees.

8 Examples of the situations anticipated by this premium include but are not limited to:

- 9 1) A prescheduled witness interview, or;
- 10 2) The translation of a legal document or a written witness statement into either  
11 English or another language.

12 Examples of situations in which the departments would not be restricted to the "list" include  
13 but are not limited to:

- 14 1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking  
15 citizen who walks in off the street;
- 16 2) The same receptionist or another employee giving directions over the phone in a  
17 language other than English.

18 This Section (A. Translation) is not subject to the grievance procedure contained in Article 12  
19 of this collective bargaining agreement, except that the failure to pay the required premium after  
20 placement on the list of eligibles, is subject to such procedure.

## 21 **B. Training**

22 1) Management has the right to appoint a Training Coordinator to perform  
23 group training and to develop plans and processes to meet training needs. An employee so appointed  
24 will receive fifty dollars (\$50) (flat rate converted to hourly figure) premium for each pay period in  
25 which this assignment is made and services are used by the employer.

26 Employees who are selected to train must, in the department's view, have the necessary  
27 skills/training to do formal group training, to assess training needs, develop training plans and to  
28 track whether training needs have been met.



1           Lead workers are not eligible for this premium. This section is not subject to the grievance  
2 procedure, Article 12, except failure to pay the premium is subject to such procedure.

3                       2) Management has the right to assign, in writing, an employee to train other  
4 employees. When an employee is assigned to train one-on-one for one full day or more, such  
5 employee will be paid 5% (five percent) above his/her base pay for that day or days, under the  
6 following conditions:

7                               a) The employee submits a timely request for training pay under this  
8 section. Requests should be submitted consistent with department policies and procedures, and if  
9 possible should be submitted within the pay period in which the training time is worked:

10                              b) The training employee must be part of the evaluation process for the  
11 trainee, and;

12                              c) Leads, and those whose primary job duty is training, are not eligible  
13 for this premium.

#### 14                              **C. Budgetary Savings**

15           Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year as a  
16 “bonus”/performance pay, when an employee demonstrates to the department Director or designee  
17 that she/he has taken action or recommended action that has resulted in cost savings or additional  
18 revenue for the department to which the employee is assigned. Such savings/additional revenue must  
19 be a minimum of \$1,000 to qualify for this, “bonus”/performance pay. Request for such a  
20 “bonus”/performance pay must be made initially with the employee’s immediate supervisor who will  
21 make a written recommendation that will proceed up the chain of command.

22           Request for the “bonus”/performance pay must be made by the employee within sixty (60)  
23 days of the action taken by the employee or within sixty (60) days the budgetary savings is realized  
24 by the particular department, whichever is greater.

25           The employee requesting this “bonus”/performance pay has the burden of providing  
26 documentation as proof to the department that the cost savings was realized and that this employee  
27 was responsible.

28           If a group of employees takes credit for the savings revenue or if more than one employee

1 requests the "bonus" (performance pay) for the same action, the department Director or designee  
2 shall submit to the union a list of those employees the department believes appear to be eligible and  
3 the union will select the employee who will receive the "bonus" or will respond with a  
4 recommendation for dividing up the "bonus".

5 This section is not subject to the Article 12 grievance procedure in this collective bargaining  
6 agreement, except that if the department determines that such action has resulted in  
7 savings/additional revenue of a minimum of one thousand dollars (\$1,000) and the one hundred  
8 dollars (\$100) "bonus" is not paid, this action may be grieved.

#### 9 D. Education

10 The department will pay to qualified employees a premium of thirty to fifty dollars (\$30 to  
11 \$50) per month (see below), provided that the employee has obtained an A.A., B.A. or M.A. degree  
12 from any accredited state college. As with Section A (Translation) such premiums will not be paid if  
13 the degree constitutes a minimum requirement of the position.

14 Associate's Degree	(2 year Degree)	\$30 month premium (converted to hourly figure)
15 Bachelor's Degree	(4 year Degree)	\$40 month premium (converted to hourly figure)
16 Master's Degree		\$50 month premium (converted to hourly figure)

17  
18  
19 This section is subject to the grievance procedure.

20 **Section 7. Longevity Pay:** Employees working in job classifications in the King County  
21 Sheriff's Office, who were receiving longevity pay prior to the date of ratification of this contract by  
22 the King County Council, shall continue to receive longevity pay, including future longevity step  
23 increases, provided that they have not reached the top longevity step of twelve years (\$82.25), so long  
24 as they continue to work in a job classification which was eligible for longevity pay. Those  
25 employees who were hired prior to December 14, 1992 and who are working in job classifications in  
26 the King County Sheriff's Office which would have been eligible for longevity pay shall receive  
27 longevity pay at such time as they would have become eligible for such pay, so long as they remain  
28 in a job classification which was eligible for longevity under the previous collective bargaining

1 agreement that expired on December 31, 1994.

2 A. Those eligible employees, as outlined above, shall earn longevity as follows:

3

4 During the 7th and 8th year of service	\$20.50 per month (converted to hourly figure)
5 During the 9th and 10th year of service	\$41.25 per month (converted to hourly figure)
6 During the 11th and 12th year of service	\$61.50 per month (converted to hourly figure)
7 After 12 years of service	\$82.25 per month (converted to hourly figure)

8

9 B. Longevity shall be paid beginning from the first of the month following the month  
10 the employee first qualified for the program.

11 **Section 8. Shift Differentials:** The value of the shift differential has been rolled over into the  
12 base wage of bargaining unit employees who previously received such differential, and is included in  
13 the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive  
14 shift differential as a separate premium.

15 **Section 9. Reinstated Employees:**

16 A. **Reinstatement Within One Year:** Employees who are reinstated pursuant to  
17 Civil Service Rules within one calendar year of the date they left County service shall, upon  
18 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion  
19 of six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the  
20 same salary step that they were on when they left service plus any step advancement due for the  
21 addition of the current service.

22 B. **Reinstatement Within Two Years:** Employees who are reinstated pursuant to  
23 Civil Service Rules within two (2) calendar years but after one (1) calendar year shall, upon  
24 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion  
25 of twelve (12) months actual service after reinstatement, (or six (6) months for job classifications for  
26 which employees receive a step increase after six (6) months of service) they shall be compensated at  
27 the equivalent of the same salary step that they were on when they left service plus any step  
28 advancement due for the addition of the current service.

1 C. In order to receive credit for prior service under this Section, employees must  
2 receive an overall rating of "Meets Standards" or better on all performance evaluations during the six  
3 (6) month or one (1) year period respectively.

4 **Section 10.** The parties have bargained King County's 2005 proposed changes to the King  
5 County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby  
6 incorporated into this Agreement.

7 **ARTICLE 8: OVERTIME**

8 **Section 1. Overtime:**

9 Overtime shall be payable after working 40 hours in a week.

10

Hours Per Day	Hours Per Week
8.0	40
7.5	37.5
7.0	35

11  
12  
13  
14  
15  
16

17 Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate  
18 calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

19 **Section 2. Callouts:** A callout is defined as an unexpected, unscheduled order to return to  
20 work after the employee has left the facility. Work scheduled in advance shall not be subject to the  
21 provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each  
22 call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall  
23 be allowed at overtime rates.

24 **A. Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall  
25 be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked  
26 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the  
27 purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it  
28 will be considered a shift extension for court. Employees will be compensated for the amount of time

1 spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees  
2 subpoenaed to court while on furlough or vacation.

3 **B. Training:** In the event that the department requires an employee to attend a  
4 mandatory training session, and such training is not directly before or after a shift or during a shift,  
5 then a two (2) hour minimum callout will be paid.

6 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department  
7 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a  
8 regularly scheduled work day for the individual crew.

9 **Section 4. Minimum Standards Set By Law:** If any provision of this article conflicts with  
10 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal  
11 FLSA, then those minimum standards shall apply.

12 **Section 5. Compensatory Time:** In lieu of overtime pay, an employee may request, in  
13 writing, prior to working the overtime, compensatory time at the rate of time and one half for each  
14 hour of overtime that was worked, provided: all comp time must be authorized by Department  
15 management. If denied, the overtime work will be compensated with overtime pay. A denial of a  
16 request to be compensated for overtime hours worked with comp time rather than overtime pay is  
17 within the discretion of management and is not subject to the grievance procedure of this collective  
18 bargaining agreement, but may be discussed in Labor Management Meetings.

19 Under normal conditions, the following conditions will apply to the use of comp time:

20 **A.** A maximum of forty (40) straight time hours may be accrued.

21 **B.** Comp time balances may be carried over from calendar year to calendar year, but  
22 may not go above the referenced forty (40) hour maximum. All overtime hours worked by an  
23 employee whose comp time balance is already at the above-referenced maximum will be  
24 compensated with overtime pay.

25 **C.** When an employee requests to use accrued comp time, comp time will be  
26 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same  
27 operational and staffing considerations will apply. When such a request is submitted, it will be  
28 granted within a reasonable period of time after such request, unless to do so will "unduly disrupt"

1 the operations of the department.

2           **D.** The parties agree that a “reasonable period” of time, as referred to above, and as  
3 defined by the Fair Labor Standards Act (FLSA), is no longer than six (6) months after the employee  
4 has made the request to use accrued comp time.

5           **E.** Employees will note their comp time balances (as reflected either on their pay  
6 stubs or in payroll) and submit requests for the use of comp time only when they have adequate leave  
7 in their comp time bank to cover the request.

8           The parties share an interest in keeping both the cost and administrative burden of  
9 compensatory time to a minimum. Both factors will be evaluated at the end of the contract period.

10           **Section 6. Voluntary Training:** Employees who request training on a voluntary basis will  
11 not be paid for study time associated with said training, nor will overtime compensation be paid for  
12 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
13 training schedule, provided, however, employees who are required to attend by the Department will  
14 be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the  
15 overtime provisions of this agreement.

16           **Section 7. Executive Leave:** Employees who are both FLSA and contract overtime exempt  
17 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,  
18 consistent with King County policies, rules and procedures for the assignment and use of such leave.  
19 This leave must be taken the year it was awarded, and may not be carried over from year to year.

20           **Section 8.** Overtime-eligible employees who receive work related calls at home on their off  
21 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)  
22 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

23           **Section 9. KCSO Remote call out:** When a KCSO computer-related problem requires an  
24 overtime-eligible employee who is the “on call” person in the Computer Resource Unit (CRU) to log  
25 on to a computer from somewhere other than a King County work site, (including but not limited to  
26 home, car, restaurant, etc.) the employee will receive a minimum two (2) hours of pay (this will be at  
27 the overtime rate as long as it qualifies as overtime under the overtime provisions of the collective  
28 bargaining agreement) for all time on the computer for eight (8) minutes or more. All work

1 performed during that two (2) hours is included in that two-hour minimum, regardless of the number  
2 of calls.

3 If the employee is unable to resolve the problem via “remote call out” on his or her computer,  
4 and it is necessary to report to the work site, the employee will be paid pursuant to Article 8 Section 2  
5 (“Callouts”). Though the parties acknowledge that the commute time to the work site - whether  
6 responding to a “call out” or not - is not work time and thus non compensable under state and federal  
7 minimum wage laws, the parties agree to pay employees for this commute time - pursuant to the  
8 collective bargaining process - under the following limited circumstances: When Computer Resource  
9 Unit employees who are formally placed on the “on call” rotation pursuant to Sheriff’s Office CRU  
10 “on call” policies and are required to respond to the work site in person to resolve or assist with a  
11 computer related issue while “on call,” such employee will be paid for his or her commute time to  
12 and from the work site (“portal to portal”).

13 **ARTICLE 9: HOURS OF WORK**

14 **Section 1.** The working hours of the full-time classifications affected by this Agreement shall  
15 be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

16 **Section 2. Work Schedules:** The establishment of reasonable work schedules and starting  
17 times is vested solely within the purview of department management and may be changed from time  
18 to time provided a two (2) week prior notice of change is given, except in those circumstances over  
19 which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or  
20 ten (10) working days) notification period shall not commence until the employee has received verbal  
21 or written notification of the proposed change.

22 In the exercise of this prerogative, department management will establish schedules to meet  
23 the dictates of the work load, however, nothing contained herein will permit split shifts.

24 Employees with paid meal periods are subject to being called back to work at any time during  
25 a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave  
26 the employer’s facility to which the employee is assigned, during their paid breaks or meal periods.  
27 The employer will schedule break periods to assure adequate coverage.

28 Community Service Officers will be scheduled to work eight (8) hour days that include a paid

1 meal period.

2       **Section 3. Minimum Standards:** If any provision in this article shall conflict with the  
3 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

4       **Section 4. Employee Requests:** Work schedules may be altered, upon written request of the  
5 employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by the  
6 employee and management, for so long as the parties agree in writing.

7       **Section 5. Job Sharing:** If two employees in the same job classification and work site wish  
8 to job share one full-time position, they shall submit such a request in writing to their immediate  
9 supervisor. The immediate supervisor shall submit such request to the Precinct Commander,  
10 Division Chief, or Division Manager. The request shall be transmitted to the Department Director or  
11 Sheriff/Director. The Department Director or Sheriff shall have ninety (90) days from the date he/she  
12 receives the request to review the request and either approve or deny the request for job sharing.

13 Employees who job share one full-time position shall receive pro-rata benefits except medical  
14 benefits shall be granted on the same basis as other half-time County employees. In the event that  
15 one of the job-sharing employees terminates his/her employment (voluntarily or involuntarily), the  
16 County shall have the following options:

17           A. No change to the situation, allowing a half-time position to continue.

18           B. Fill the vacant half-time position with temporary help.

19           C. Expand the half-time position to a full-time position, as long as the employee is  
20 given sixty (60) calendar days notice of the employer's intent to so expand.

21 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

22       King County presently participates in group medical, dental and life insurance programs. The  
23 County agrees to maintain a plan during the term of this Agreement, provided that the Union and  
24 County agree that the County may implement changes to employee insurance benefits to which the  
25 Joint Labor Management Insurance Committee has agreed.

26 **ARTICLE 11: MISCELLANEOUS**

27       **Section 1. Leave of Absence for Union Employment:** An employee elected or appointed to  
28 office in a local of the signatory organization which requires a part or all of his/her time shall be



1 given leave of absence up to one (1) year without pay upon application.

2       **Section 2. Mileage Reimbursement:** All employees who have been authorized to use their  
3 own transportation on County business shall be reimbursed at the rate established by the County  
4 Council by ordinance.

5       **Section 3. Civil Service Hearings:** Employees who are directly involved with proceedings  
6 before the Civil Service Commission may be allowed to attend without loss of pay provided prior  
7 permission is granted by the Employer or his/her designee.

8       **Section 4. Access to Premises:** The Employer administration shall afford Union  
9 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
10 management officials and/or aggrieved employees, provided that the Union representative and/or  
11 aggrieved employees contact their immediate supervisors, indicate the general nature of the business  
12 to be conducted, request necessary time without undue interference with assignment duties. Time  
13 spent on such activities shall be recorded by the Union representative on a time sheet provided by the  
14 supervisor. Union representatives shall guard against use of excessive time in handling such  
15 responsibilities.

16       **Section 5. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of  
17 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at  
18 department expense, not to exceed \$150.00.

19       **Section 6. Mandatory Higher Education:** Employees who are required to obtain additional  
20 formal education beyond that initially required for employment shall be allowed time off from work  
21 with pay to attend classes/seminars with scheduling approval of same at the sole discretion of  
22 management.

23       **Section 7. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
24 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of  
25 time necessary for such assignment. If they have four hours or more left on their shift at the  
26 completion of the jury duty assignment for the day, they shall report to their work location and  
27 complete the day shift. Once the employee is released for the day, or more than one day, then he/she  
28 is required to contact the supervisor who will determine if he/she is required to report for duty,

1 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
2 he/she shall not be required to report for work on that particular day.

3 The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the  
4 Comptroller. The employer may request verification of jury duty service.

5 When an employee is notified to serve on jury duty, he/she will inform his/her immediate  
6 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
7 absence from regular duties. The supervisor will ensure that the employee is relieved of regular  
8 duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

9 When the employee is dismissed from jury duty (completion of jury duty assignment) the  
10 employee is required to contact his/her supervisor immediately. The supervisor will instruct the  
11 employee when to report to work, PROVIDED: there must be a minimum of twelve (12) hours  
12 between the time the employee is dismissed from jury duty and the time he/she must report for  
13 regular duties.

14 **Section 8. Bus passes:** Eligible bargaining unit employees may receive bus passes as  
15 provided by County ordinance, policies, and procedures.

16 **Section 9. Essential Personnel:** The Sheriff's Office has reviewed its policies with respect  
17 to employees considered essential personnel, with the goal of including as few non-commissioned  
18 employees as reasonably necessary to meet the needs of King County and the Sheriff's Office.

19 **Section 10. Promotional Opportunities:** Bargaining unit members may apply for  
20 promotional opportunities within the KCSO. If after applicable Civil Service and County testing,  
21 there is no bargaining unit member within the top-scoring pool of applicants to be considered under  
22 the County's application of the relevant Civil Service rules, then the highest scoring bargaining unit  
23 member shall be added to the pool of applicants eligible for consideration. Should there be a tie for  
24 highest score in that situation, the most senior member shall be placed in the pool.

25 **Section 11. Lateral Transfers:** As outlined in the General Orders Manual (GOM), prior to  
26 the initiation of any selection process to fill a vacant bargaining unit position, regular employees of  
27 the bargaining unit, whose classification is the same as that of the vacant position, shall be given the  
28 opportunity to submit an application for transfer to be considered for the vacant position.

1           **Section 12. Annual Performance Evaluations and Appeal:** If an employee challenges the  
2 fairness or accuracy of their annual performance evaluation, the evaluation may be appealed by the  
3 employee in writing within ten (10) business days of the employee's receipt of such evaluation. It  
4 will then be discussed/reviewed between the supervisor and reviewer. If a suitable solution cannot be  
5 reached, the employee may appeal to the Section Commander/Manager of the unit. The employee  
6 may appeal the Commander/Manager's decision to the third step of the appeal process. At each step  
7 of the process, the employee shall have ten (10) business days in which to appeal to the next step in  
8 writing (from the date of receipt of the decision, or expiration of the timeframe). The Supervisor and  
9 Commander/Manager review should result in a written determination within ten (10) days of  
10 receiving the issue, or the employee may appeal to the next step.

11           The third and final step in the appeal process is a hearing before a panel of three that includes:  
12 A department representative, labor representative, and a representative from the King County Office  
13 of Alternative Dispute Resolution.

14           See Appendix J.

## 15 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

20           Employees will be unimpeded and free from restraint, interference, coercion, discrimination  
21 or reprisal in seeking adjudication of their grievances.

22           **Section 1. Definition:** Grievance - An issue raised by a party to this Agreement relating to  
23 the interpretation of his/her rights, benefits, or conditions of employment as contained in this  
24 Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance  
25 procedure outlined in this Agreement.

### 26 **Procedure**

27           **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved employee,  
28 or his/her representative if the employee wishes, on a Union grievance form within 14 calendar days

1 of the act or omission giving rise to the grievance, to the employee's immediate supervisor.

2 The grievance must:

- 3 A. fully describe the alleged violation and how the employee was adversely affected;
- 4 B. set forth the section(s) of the Agreement which have been allegedly violated; and
- 5 C. specify the remedy or solution being sought by the employee filing the grievance.

6 The supervisor or administrator shall gain all relevant facts and shall attempt to adjust the  
7 matter and notify the employee within three working days. If a grievance is not pursued to the next  
8 level within three working days, it shall be presumed resolved.

9 ***Step 2 - Division Manager:*** If, after thorough discussion with the immediate supervisor or  
10 administrator, the grievance has not been satisfactorily resolved, the Union shall present the  
11 grievance to the appropriate manager for investigation, discussion and written reply. The appropriate  
12 manager shall be defined as follows: Sheriff's Office - Section Commander. The manager shall  
13 make his/her written decision available to the aggrieved employee within ten (10) working days. If  
14 the grievance is not pursued to the next higher level within five (5) working days, it shall be  
15 presumed resolved.

16 ***Step 3 - Department Director:*** If, after thorough evaluation, the decision of the manager has  
17 not resolved the grievance to the satisfaction of the employee, the Union may present the grievance to  
18 the department director. All letters, memoranda and other written materials previously submitted to  
19 lower levels of supervision shall be made available for the review and consideration of the  
20 department director. He/she may interview the employee and/or his/her representative and receive  
21 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall  
22 make his/her written decision available within ten working days. If the grievance is not pursued to  
23 the next higher level within five working days, it shall be presumed resolved.

24 ***Step 4 - Director of Labor Relations:*** If, after thorough evaluation, the decision of the  
25 department director has not resolved the grievance, the grievance may be presented to a committee  
26 comprised of: one representative from the Union, one representative from the Department, and the  
27 Director of Labor Relations/designee who shall also act as Chair. The Union representative and/or  
28 the Department representative may be subject to challenge for cause.

1 This committee shall convene a hearing for the purpose of resolving the grievance. Both  
2 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall  
3 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
4 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair  
5 fails to render a decision within 15 days the Union may proceed to Step 5 of this grievance procedure  
6 (except verbal or written reprimands, which may not be appealed to Step 5). The proceedings shall  
7 be informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are those  
8 who do not work for King County or for the Union. Rules of evidence do not apply. The purpose  
9 shall be to determine the validity of the grievance and render a decision appropriate to that  
10 determination.

11 By mutual agreement, the parties may call in a mediator in place of the grievance panel and  
12 the Director of Labor Relations/designee and the Sheriff/designee to attempt to resolve the dispute.  
13 The parties shall jointly select the mediator who will hear both sides of the dispute and attempt to  
14 bring the parties to an agreement. The mediator may not bind the parties to any agreement, as  
15 mediation is a voluntary process. Parties are encouraged to participate in good faith mediation and  
16 nothing the mediator says shall be admissible in an arbitration.

17 By mutual agreement the parties may either waive this Step (in writing) or by mutual  
18 agreement the Director of Labor Relations/designee may do a review of the file and the union's  
19 arguments and issue a prompt written decision.

20 All employer grievances shall be initiated at Step 4 of this procedure.

21 **Step 5 - Arbitration:** Either the County or the Union may request arbitration within thirty  
22 (30) days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time  
23 specify the exact question which it wishes arbitrated. The parties shall then select a third  
24 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
25 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the  
26 American Arbitration Association or the Federal Mediation and Conciliation Service, or by another  
27 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County  
28 representative and the Union, each alternately striking a name from the list until one name remains.

1 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a  
2 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

6 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
7 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
8 behalf. Regardless of the outcome, each party is responsible for their own attorney and  
9 representation fees.

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

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

14 Time restrictions may be waived in writing by consent of both parties.

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

19 **Section 3. Just Cause/Progressive Discipline:** No employee may be discharged, suspended  
20 without pay, or disciplined in any way except for just cause. In addition, the County will employ the  
21 concept of progressive discipline in appropriate cases. The County's policy is that discipline is  
22 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may  
23 result in discharge, disciplinary transfer, or other disciplinary action that do not require corrective  
24 action.

25 Written reprimands may not be used for purposes of progressive discipline once three (3)  
26 years have passed from the date the reprimand was issued, and the employer has documented no  
27 similar problems with the employee during this three (3) year time period. In those instances where  
28 disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed

1 discipline involves suspension or termination of the employee, the grievance procedure will begin at  
2 Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will  
3 begin at the next appropriate step.

4 **Section 4. Probationary Period:** All new, and reinstated civil service employees serve a  
5 probationary period of up to one (1) year from the date of their appointment. During this period, the  
6 employee is evaluated as a part of the final selection process; appointment to a Civil Service or  
7 Career Service position is not considered final unless the employee successfully completes a  
8 probationary period.

9 Civil Service employees who are promoted or demoted serve a probationary period from the  
10 date of their change in status. The probationary rules relating to such period are covered by King  
11 County Civil Service Rules.

12 **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and  
13 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

#### 14 **ARTICLE 13: BULLETIN BOARDS**

15 The employer agrees to permit the Union to post on County bulletin boards the announcement  
16 of meetings, election of officers, and any other Union material. Authorized representatives of PSEU  
17 may use the County's e-mail system for legitimate, legal communication in furtherance of good labor  
18 relations, as long as such communication is consistent with King County rules, regulations and  
19 policy, as well as PERC rules.

#### 20 **ARTICLE 14: NON-DISCRIMINATION**

21 The Employer or the Union shall not unlawfully discriminate against any individual with  
22 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
23 religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical disability.

24 The parties agree that personnel actions may be taken to accommodate disabilities, as may be  
25 required under the Americans with Disabilities Act (ADA), and that such an accommodation under  
26 the ADA shall take precedence over any conflicting provisions of this agreement.

27 Grievances under this Article may proceed through Step 4 only and may not go to arbitration.  
28 The employee's right to file a complaint with an administrative agency under the appropriate County,

1 State, or Federal law is not limited by this Article but such rights are subject to the appropriate  
2 statutes of limitations contained in such laws.

3 **ARTICLE 15: SAVINGS CLAUSE**

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

10 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

20 **Section 2. Union Responsibilities:** Upon notification in writing by the County to the  
21 signatory organization that any of its members are engaged in a work stoppage, the signatory  
22 organization shall immediately, in writing, order such members to immediately cease engaging in  
23 such work stoppage and provide the County with a copy of such order. In addition, if requested by  
24 the County, a responsible official of the signatory organization shall publicly order such signatory  
25 organization employees to cease engaging in such a work stoppage.

26 **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this  
27 article will be subject to the following action or penalties:

- 28 1. Discharge.



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

2 **ARTICLE 17: WAIVER CLAUSE**

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

9           The parties agree that in the event they enter into memoranda of understanding during the life  
10 of this agreement, such agreements are binding when signed by authorized representatives of the  
11 parties, and subject to each party's ratification process, if required.

12 **ARTICLE 18: REDUCTION-IN-FORCE**

13           **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be  
14 laid off according to inverse seniority within the classification, with the employee with the least time  
15 being the first to be laid off. In the event there are two (2) or more employees eligible for layoff  
16 within the Department with the same classification seniority, the Department head will determine the  
17 order of layoff based on employee performance, PROVIDED: no regular or probationary employee  
18 shall be laid off while there are temporary employees serving in the class or position for which the  
19 regular or probationary employee is eligible and available. Each employee will have an adjusted  
20 service date based on their length of service within their classification and Department.

21           **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
22 probationary employee may on the basis of classification seniority, bump the least senior employee in  
23 any lower level position (within the department and bargaining unit) formerly held by the employee  
24 designated for layoff, provided that the employee exercising his/her right to bump has more seniority  
25 in the classification than the employee who is being bumped.

26           **Section 3. Re-Employment List:** The names of laid off employees will be placed in order of  
27 layoff (with the employees with the most seniority as defined above placed at the top of the list) on a  
28 Re-employment List for the classification previously occupied. The Re-employment List will remain

1 in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs  
2 first.

### 3 **ARTICLE 19: OFFICE OF LAW ENFORCEMENT OVERSIGHT**

4 The King County Office of Law Enforcement Oversight (OLEO) will provide a professional  
5 presence to help ensure a quality investigation in real time, and visible, independent oversight to  
6 reassure the public.

7 **Section 1.** The OLEO will actively monitor all Sheriff's Office internal investigations. In  
8 addition, OLEO may monitor any incidents involving an officer's use of force, and Critical Incidents.  
9 Critical Incidents include the use of deadly force, officer-involved shootings, uses of force (including  
10 intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization,  
11 and in-custody deaths.

12 Periodically, the King County Council may certify an issue outside the scope of authority  
13 outlined above. The Council may certify such issue by majority vote if events or facts highlight the  
14 issue as one of concern to the public.

15 **Section 2.** The OLEO may receive complaints from any complaining party, including,  
16 without limitation, citizens or employees of the Sheriff's Office. The OLEO will forward all  
17 complaints to the Internal Investigations Unit (IIU) within three business days for processing and,  
18 when appropriate, investigation. The OLEO will not conduct independent disciplinary investigations,  
19 but may participate in interviews as provided herein.

20 **Section 3.** OLEO staff shall be timely notified of and have the opportunity to attend scenes of  
21 Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the  
22 Administrative investigation team. OLEO staff shall be stationed at the Command Post and interact  
23 with the Administrative team as liaison with the CID. After the initial investigation is complete and  
24 scene secured, a representative from the CID will escort the OLEO representative through the scene.

25 **Section 4.** OLEO staff shall have the opportunity to attend shooting review or use of force  
26 review boards as a non-voting member. If a driving review board involves a Critical Incident, OLEO  
27 staff may attend such review boards as a non-voting member.

28 **Section 5.** In addition to complaints received by the OLEO, IIU will provide copies of all

1 other complaints to the OLEO within three business days. Once the case is closed, the OLEO will  
2 return all case file materials and any other records to IIU for retention, including copies. The OLEO  
3 will have subsequent access to closed cases for up to two years solely for reporting purpose, unless  
4 there is a legitimate business necessity to review older files.

5 **Section 6.** The OLEO will have the opportunity to make a recommendation for mediation to  
6 the Sheriff, prior to investigation. In the event the Sheriff's Office, the complainant and the officer  
7 all agree to mediation, that process will be utilized rather than sending the matter on for investigation.  
8 Assuming the officer participates in good faith during the mediation process, the officer will not be  
9 subject to discipline and the complaint will be administratively dismissed. Good faith means that the  
10 officer listens and considers the issues raised by the complainant, and acts and responds  
11 appropriately. Agreement with either the complainant or the mediator is not a requirement of good  
12 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to  
13 participate, the officer will be considered to have participated in good faith. Moreover, any records  
14 related to mediation (other than a mediation settlement agreement) shall not be admissible in any  
15 proceeding except to enforce this section.

16 **Section 7.** Once any complaint is received by the IIU, it shall be submitted to the chain of  
17 command for review pursuant to the King County General Orders Manual Policy. When either the  
18 Sheriff or her/his designee determines that the allegations warrant investigation, such investigation  
19 shall be approved, and IIU will initiate the investigative process.

20 **Section 8.** IIU will notify the OLEO of all administrative interviews on all complaints of a  
21 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints  
22 originating at the OLEO. A single OLEO representative from the OLEO may attend and observe  
23 interviews, and will be given the opportunity to ask questions that are within the scope of permissible  
24 investigative questioning after the completion of questioning by the Sheriff's Office. The OLEO will  
25 not participate in criminal investigations of Sheriff's Office employees in any way, and will not be  
26 notified of any part of the criminal investigation until the criminal investigation is concluded. At that  
27 point, the file shall be provided to the OLEO.

28 **Section 9.** Upon completion of internal investigations, IIU will forward a complete copy of

1 the case file to the OLEO for review. The OLEO will determine, in writing, whether the  
2 investigation was thorough and objective in the opinion of the Director of the OLEO.

3 **Section 10.** As a part of the review process, the Director of the OLEO may believe that  
4 additional investigation is needed on issues he/she deems material to the outcome. If there is any  
5 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or  
6 materiality of the requested additional investigation, the IIU Commander will determine whether  
7 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the  
8 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director  
9 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the  
10 King County Executive, whose decision will be final. Once the matter has been referred to and  
11 resolved by the Executive, the investigation will be completed consistent with the determination by  
12 the Executive. After completion of the additional investigation, or the conclusion that no further  
13 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the  
14 Director of the OLEO, the internal investigation was thorough and objective. This determination will  
15 be made within five (5) business days. Once the above finding is entered in the investigation, the  
16 OLEO will not be involved further in the processing of that case except as provided herein.

17 **Section 11.** All final disciplinary decisions will be made by the Sheriff.

18 **Section 12.** The OLEO will be provided a copy of any letter or other notification to an officer  
19 informing them of actual discipline imposed as a result of an internal affairs investigation or the  
20 Notice of Finding in the event that the complaint is not sustained.

21 **Section 13.** The OLEO will be notified by IIU within five (5) business days of case closure  
22 of all complaints of a Serious Matter and all complaints originally filed with the OLEO. The OLEO,  
23 in addition to the Sheriff's Office's written Notice of Finding letter to the complainant, may send a  
24 closing letter to the complainant. The letter may summarize the case findings within the context of  
25 this Article.

26 **Section 14.** Any complaining party who is not satisfied with the findings of the Sheriff's  
27 Office concerning their complaint may contact the OLEO to discuss the matter further. However,  
28 unless persuasive and probative new information is provided, the investigation will remain closed. In

1 accordance with established arbitral case law, employees may not be subject to discipline twice for  
2 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate  
3 burden of establishing compliance with this section rests with the County in any subsequent  
4 challenge to the discipline.

5       **Section 15.** In addition to the investigative process, the OLEO will have unimpeded access to  
6 all complaint and investigative files for auditing and reporting purposes. The OLEO shall not retain  
7 investigative files beyond one year and will return the same to IIU for safekeeping. At all times and  
8 including, without limitation, issuing written reports, no employee of the OLEO will release the  
9 name(s) of employees or other individuals involved in incidents or investigations nor any other  
10 personally identifying information. The OLEO may make statistical observations regarding the  
11 disciplinary results of sustained internal investigations, but shall not take issue with discipline  
12 imposed by the Sheriff in specific cases.

13       **Section 16.** The OLEO may recommend policies and procedures for the review and/or audit  
14 of the complaint resolution process, and review and recommend changes in Sheriff's Office policies  
15 to improve the quality of police investigations and practices. Nothing herein shall be construed as a  
16 waiver of the Bargaining Unit's right to require the County to engage in collective bargaining as  
17 authorized by law.

1 ARTICLE 20: DURATION

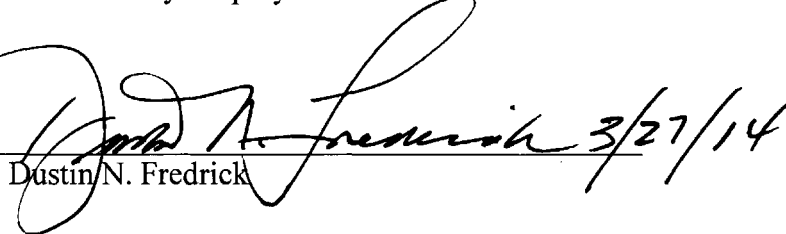
2 This Agreement shall be effective from January 1, 2013 after ratification by both parties, and  
3 remain effective through December 31, 2015. Written notice of desire to modify this agreement shall  
4 be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely  
5 October 31, 2015.

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APPROVED this 28 day of APRIL, 2014.

By:   
King County Executive

Public Safety Employees Union:

  
Dustin N. Fredrick 3/27/14

1 **APPENDIX A**

2 **STEP PROGRESSION**

3  
4 1. All step increases are based upon a satisfactory or higher performance rating. Merit pay  
5 above top step is in accordance with the County's Performance Appraisal and Merit Pay System  
6 Manual (Merit Plan), as amended, and shall be effective for eligible employees January 1, 2015 based  
7 on their 2014 performance rating.

8 2. Employees covered by this CBA who start at Step 1, shall automatically (consistent with  
9 other provisions of this CBA and the wage chart attached) advance from Step 1 to Step 2 upon  
10 completion of six (6) months of service regardless of the length of probation. Thereafter, the  
11 employee will receive a step increase according to the wage addendum based on a satisfactory or  
12 higher performance rating until they have reached the top step of their range, and are eligible for  
13 merit pay in accordance with the Merit Plan. The KCSO has the right to place employees on  
14 probation for a period of up to one (1) year.

15 3. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds  
16 Standards" on the employee performance evaluation utilized by the KCSO.

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

20 5. The employee, if denied a step increase, shall be placed on either monthly or quarterly  
21 evaluations and at such time that the employee's performance becomes "Satisfactory" or higher, the  
22 employee shall receive the previously denied step increase the first of the month following attaining a  
23 "Satisfactory" or higher evaluation. The date on which an employee would be entitled to a future  
24 step increase will not be affected by the above action.

25 6. Term-Limited Temporary Employees shall also automatically advance through the steps of  
26 their salary range. Temporaries shall not receive step increases. Term-limited temporary and  
27 temporary employees are employed at will and are not subject to the just cause requirement under the  
28 CBA.

1           7. New Career Service or Civil Service employees, who have relevant experience as either a  
2 term-limited temporary or temporary employee with the County in the same classification to which  
3 they are hired, should be given appropriate credit for such prior service with respect to step  
4 placement.

5           8. The parties agree that the County has discretion to place employees with or without prior  
6 County service in a classification at the step the County believes is appropriate, consistent with other  
7 CBA provisions and County rules. This applies whether the employee is a new employee, a lateral  
8 hire, a new Civil Service or Career Service employee, a transferred or a promoted employee.

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1 **APPENDIX B**

2 **DEFINITIONS**

3 For the purpose of this Agreement, the following definitions will apply:

4 **1. Immediate Family:**

5 "Immediate Family" as defined in King County's Family and Medical Leave Ordinance  
6 # 13377, means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling,  
7 domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic  
8 partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse  
9 or domestic partner.

10 **2. Party:**

11 One of two parties to this collective bargaining agreement, King County or Public Safety  
12 Employees Union.

13 **3. Human Resources Division Directory:**

14 "Human Resources Division Director" means the Director of the Human Resources Division  
15 of the Department of Executive Services.

16 **4. Regular Full-Time Position:**

17 "Regular Full-Time Position" means a regular position which has an established work  
18 schedule of not less than thirty-five (35) hours per week in those work units in which a  
19 thirty-five (35) hour week is standard, or of not less than forty (40) hours per week in those work  
20 units in which a forty (40) hour week is standard.

21 **5. Regular Part-Time Position:**

22 "Regular Part-Time Position" means a regular position in which the part-time regular  
23 employee is employed for at least nine hundred and ten (910) hours but less than a full time basis in a  
24 calendar year in a work unit in which a thirty-five (35) hour week is standard or for at least one  
25 thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which  
26 a forty hour work week is standard. Where the standard work week falls between thirty-five (35) and  
27 forty (40), the Director, in consultation with the Department, is responsible for determining what hour  
28 threshold will apply.

1           **6. Temporary Position:**

2           “Temporary Position” means a position which is not a regular position as defined in this  
3 Addendum and excludes administrative intern. Temporary positions include both term-limited  
4 temporary positions as defined in this Addendum and short-term (normally less than six months)  
5 temporary positions in which a temporary employee works less than nine hundred ten (910) hours in  
6 a calendar year in a work unit in which a thirty-five (35) hour work week is standard or less than one  
7 thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is  
8 standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the  
9 Director, in consultation with the department, is responsible for determining what hour threshold will  
10 apply.

11           **7. Temporary Employee:**

12           “Temporary employee” means an employee employed in a temporary position and, in  
13 addition, includes an employee serving a probationary period or under provisional appointment.  
14 Under Section 550 of the charter, temporary employees are not members of the career service or civil  
15 service.

16           **8. Term-Limited Temporary Position:**

17           “Term-Limited Temporary Position” means a temporary position with work related to a  
18 specific grant, capital improvement project, information systems technology project, or other non-  
19 routine, substantial body of work, for a period greater than six months.

20           **9. Term-Limited Temporary Employee:**

21           “Term-Limited Temporary Employee” means a temporary employee who is employed in a  
22 term-limited temporary position. Term-limited temporary employees are not members of the career  
23 service or civil service.

24           Term-limited temporary employees may not be employed in term-limited temporary positions  
25 longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital  
26 improvement projects, and information systems technology projects the maximum period may be  
27 extended up to five years upon approval of the director. The director shall maintain a current list of  
28 all term-limited temporary employees by department.

**APPENDIX C**  
**FAMILY MEDICAL LEAVE**

**King County Code**

**3.12.220 - 3.12.223 PERSONNEL**

**3.12.220 Sick leave and time off for medical and family reasons:**

A. Except for employees covered by K.C.C. 3.12.220G, employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment.

The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. Employees may use vacation leave as an extension of sick leave for a Washington Family Care Act qualifying event. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.

C. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the appointing authority.

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

E. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for nondisciplinary medical reason or be laid off, and return to county employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in term-limited temporary position.

F. Except employees covered by K.C.C. 3.12.220G, employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving

1 county employment less mandatory withholdings. This provision is predicated on the requirement  
2 that, except with the written approval of the executive, the position, if vacated by a non-represented  
3 employee, shall not be filled until salary savings for such position are accumulated in an amount  
4 sufficient to pay the cost of the cashout.

5 G. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for  
6 disability retirement under RCW 41.26.120.

7 H. An employee must use all of his or her accrued sick leave and any donated sick leave  
8 before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable  
9 under the county's workers compensation program, then the employee has the option to augment or  
10 not augment time loss payments with the use of accrued sick leave. For a leave for family reasons,  
11 the employee shall choose at the start of the leave whether the particular leave would be paid or  
12 unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a  
13 reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her  
14 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
15 by his or her appointing authority. Sick leave shall be used for the following reasons:

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

19 2. The employee's incapacitating injury, but:

20 a. an employee injured on the job may not simultaneously collect sick leave and worker's  
21 compensation payments in a total amount greater than the net regular pay of the employee; though an  
22 employee who chooses not to augment his or her worker's compensation time loss pay through the  
23 use of sick leave shall be deemed on unpaid leave status;

24 b. an employee who chooses to augment workers' compensation payments with the use of  
25 accrued sick leave shall notify the safety and workers' compensation program office in writing at the  
26 beginning of the leave;

27 c. an employee may not collect sick leave and workers' compensation time loss payments  
28 for physical incapacity due to any injury or occupational illness which is directly traceable to  
employment other than with the county;

3. The employee's exposure to contagious diseases and resulting quarantine;

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

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

3           6. To care for the employee's child as defined in this chapter if the child has an illness or  
4 health condition which requires treatment or supervision from the employee; or

5           7. To care for other family members, if:

6           a. the employee has been employed by the county for twelve months or more and has  
7 worked a minimum of nine hundred ten hours (thirty-five-hour employee) or one thousand forty  
8 hours (forty-hour employee) in the preceding twelve months;

9           b. the family member is the employee's spouse or domestic partner, the employee's child,  
10 a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse  
11 or domestic partner or an individual who stands or stood in loco parentis to the employee, the  
12 employee's spouse or domestic partner; and

13           c. the reason for the leave is one of the following:

14           (1) the birth of a son or daughter and care of the newborn child, or placement with the  
15 employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months  
16 of the birth, adoption or placement;

17           (2) the care of the employee's child or child of the employee's spouse or domestic partner  
18 whose illness or health condition requires treatment or supervision by the employee; or

19           (3) care of a family member who suffers from a serious health condition.

20           I. An employee may take a total of up to eighteen work weeks unpaid leave for his or her  
21 own serious health condition, and for family reasons as provided in K.C.C. 3.12.220H.6 and K.C.C.  
22 3.12.220H.7, combined, within a twelve-month period. The leave may be continuous, which is  
23 consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.

24           Intermittent leave is subject to the following conditions:

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

28           2. An employee may take leave intermittently or on a reduced schedule when medically  
necessary due to a serious health condition of the employee or a family member of the employee; and

          3. If an employee requests intermittent leave or leave on a reduced leave schedule under  
K.C.C. 3.12.220I.2 that is foreseeable based on planned medical treatment, the appointing authority  
may require the employee to transfer temporarily to an available alternative position for which the

1 employee is qualified and that has equivalent pay and benefits and that better accommodates  
2 recurring periods of leave than the regular position of the employee.

3 J. Use of donated leave shall run concurrently with the eighteen work week family medical  
4 leave entitlement.

5 K. The county shall continue its contribution toward health care benefits during any unpaid  
6 leave taken under K.C.C. 3.12.220I.

7 L. Department management is responsible for the proper administration of the sick leave  
8 benefit. Verification from a licensed health care provider may be required to substantiate the health  
9 condition of the employee or family member for leave requests.

10 M. An employee who returns from unpaid family or medical leave within the time provided  
11 in this ordinance section is entitled, subject to bona fide layoff provisions, to:

12 1.a. the same position he or she held when the leave commenced; or

13 b. a position with equivalent status, benefits, pay and other terms and conditions of  
14 employment; and

15 2. The same seniority accrued before the date on which the leave commenced.

16 N. Failure to return to work by the expiration date of a leave of absence may be cause for  
17 removal and result in termination of the employee from county service. (Ord. 13377 § 3, 1998: Ord.  
18 12943 § 7, 1997: Ord. 12422 § 2, 1996: Ord. 12014 § 21, 1995).

1 **APPENDIX D**

2 **OUT-OF-CLASS WORK**

3 1. King County retains the right (as negotiated between the parties) to transfer or assign  
4 employees to higher classifications and equal classifications, as long as the conditions of Article 7  
5 Section 3 are met.

6 2. Whether an out-of-class assignment is defined as an assignment to a higher, lower or  
7 lateral classification depends solely on the pay for those classifications.

8 3. King County also retains the right (as negotiated between the parties) to transfer or assign  
9 employees to lower classifications as long as the following conditions are met:

10 a. An employee so assigned shall continue to be paid according to the wage scale  
11 assigned to his/her regular classification for the duration of the lower classification assignment.

12 b. The Department is responsible for seeing that all employees are adequately trained  
13 and are qualified to perform the work they are required to perform.

14 c. The Department recognizes that there is a limit as to the number of job duties one  
15 employee can perform satisfactorily in a given period of time. It is not the intent of the Department  
16 to require one employee to complete each and every duty of two full-time jobs at one time. When an  
17 employee is asked to temporarily perform the duties of another classification both the department and  
18 the employee have the duty to keep the other informed of work assignment priorities and completion  
19 dates.

20 d. When out-of-class work is available due to the absence of a regular employee or  
21 some other reason, the precinct will notify employees (through a posting at the precinct where the  
22 work is located, or posting in the G.I.B., or through any other forum the department selects), and will  
23 consider employees who volunteer for this assignment. If the Department determines that there are  
24 no qualified volunteers available, the Department will select another qualified employee.

25 e. Employees who are assigned to do lower class work will be assigned on a  
26 temporary basis, and shall not be used to permanently supplant employees in the lower  
27 classifications. Thus, such assignments will generally be of short duration, limited to no more than  
28 three (3) consecutive months per employee per instance, unless both King County and the Union  
agree to extend this time period in a particular case.

f. The parties recognize that some employees wish to work out of class and some  
employees do not. The parties, through this agreement, have attempted to meet the concerns of  
employees, and the needs of the Department for adequate staffing and flexibility. The parties also  
recognize King County Civil Service Rules and expressly acknowledge that this Agreement takes  
precedence over any civil service rules.

1 **APPENDIX E**

2 **CLERICAL WORK AND KING COUNTY SHERIFF'S OFFICE**

3 **CONTRACT CITIES**

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5 The parties recognize that it is in their mutual best interest to maintain some flexibility in the  
6 assignment of work so that the contracting relationship continues to be a positive relationship for all  
7 parties.

8 The County agrees that PSEU members shall continue to be the employees responsible for  
9 KCSO (police related) clerical work for the KCSO contract cities. Each contract city will be served  
10 by either a full time dedicated KCSO PSEU employee or a precinct-based pool of KCSO PSEU  
11 employees, based on the service model selected by the city under the terms of the inter-local  
12 agreement to perform such duties.

13 The Union agrees that a contract city that wishes to supplement the work that the Public  
14 Safety Employees Union-represented administrative support employees perform, by hiring city  
15 employees to assist with and perform clerical work, may do so.



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**APPENDIX F**

**TRANSITION TO BIWEEKLY PAY**

1. The County provided timely notice to the Union of its intent to implement a biweekly payroll schedule for employees represented by the Union who are currently paid on a semi-monthly schedule.

2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Union. The affected employees are members of the Public Safety Employees Union.

3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.

4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.

5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to Union representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

8. The Union acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

1 APPENDIX G

2 PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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4 1. **Payment practice:** For as long as the King County Sheriff's Office is paid on a semi-  
5 monthly basis, the Union knowingly acknowledges that the County may reasonably pay as follows.  
6 Overtime pay, and holiday pay for hours worked on the 1st through the 15th will be paid by the 1st pay  
7 date of the following month and for hours worked from the 16th through the end of the month by the 2nd  
8 pay date of the following month. An employee who on the 1st through the 15th of a month submits a  
9 request for compensation in accordance with King County Sheriff's Office policies for "acting" pay will  
10 be paid his or her pay by the 1st pay date of the following month. If this request is submitted on the 16th  
11 through the end of the month, the pay will be paid on the 2nd pay date of the following month. This  
12 section shall not apply when there is a bona fide dispute as to the underlying pay.

13 2. **Authorized Employee:** Within 30 days following the effective date of an ordinance to  
14 appropriate funds for settlement of *Covey, et al v. King County*, King County Superior Court Cause No.  
15 02-2-08317-0 SEA, the King County Sheriff's Office will designate an employee responsible for the  
16 investigation ("Authorized Employee") and resolution of employee complaints regarding the payment of  
17 wages. Written complaints will be submitted in accordance with King County Sheriff's Office policies.  
18 A response will be provided to the employee within ten (10) business days from the date the complaint is  
19 received by the Authorized Employee. If the employee complied with the King County Sheriff's Office  
20 policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the  
21 Authorized Employee will award one hour of straight time pay for each incident of overtime that is paid  
22 one pay period beyond the date noted in Paragraph 1 above, and may issue an appropriate additional  
23 remedy for late payment beyond one pay period up to a total maximum amount equal to the underlying  
24 pay at issue. If the employee does not agree with the resolution of the complaint, the employee may, if  
25 within ten (10) business days of receipt of the response from the Authorized Employee, submit the issue  
26 to the Payroll Review Board.

27 3. **The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief  
28 appointed by the Sheriff and one union representative from the bargaining unit representing the

1 employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board  
2 the facts relating to the complaint. If the Board finds that the employee complied with the King County  
3 Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as  
4 necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid  
5 one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized  
6 Employee, and may issue an appropriate additional remedy for late payment beyond one pay period, if  
7 not previously awarded by the Authorized Employee, up to a total maximum amount equal to the  
8 underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by  
9 the Authorized Employee must be unanimous. A decision on each case presented to this Board must be  
10 issued within five (5) business days of the presentation by the Authorized Employee. The Authorized  
11 Employee will communicate the decision of the Board to the employee who filed the complaint. If the  
12 Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a  
13 mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review  
14 Board is unable to agree on a third person, the winner of a coin toss will select the third person.

15 4. The remedies afforded in paragraphs 2 and 3 do not apply if there is a bona fide dispute  
16 concerning the underlying pay.

17 5. **Collective Bargaining Agreement:** The Payroll Review Process is separate from and not  
18 subject to the grievance process outlined in the collective bargaining agreements covering the employees  
19 represented by the Union. Matters submitted to the Payroll Review Board may not be submitted to the  
20 collective bargaining agreement grievance process. Disputes arising out of the collective bargaining  
21 agreement, that meet the contractual definition of a "grievance", remain subject to the contractual  
22 grievance process.

23 6. This agreement, along with the collective bargaining agreements as modified by this  
24 agreement, and relevant current MOUs modifying the collective bargaining agreement, constitute the  
25 full and complete agreement between the parties with respect to payment of wages in the KCSO, and a  
26 payroll dispute resolution process in the KCSO.

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**APPENDIX H**

**SICK LEAVE AND OVERTIME**

1. The King County Sheriff's Office has a longstanding past practice of including paid leave as "hours worked" for purposes of calculating hourly overtime compensation rates, but excluding paid sick leave from such calculation. The exclusion of sick leave in calculating this rate is mandated by the last sentence of Article 8 section 1 ("Actual hours worked" excludes all sick leave.)

2. Due to the payroll related difficulties of implementing this particular language with respect to the exclusion of sick leave from the overtime rate calculation, the parties agree to a temporary suspension of this language.

3. The effect of this temporary suspension is that the hourly overtime rate for members of this bargaining unit will assume "Actual hours worked" include paid sick leave.

4. This agreement does not constitute a change in contract language, but merely a temporary change in practice, or a suspension of the contract language in question. The "status quo," for purposes of collective bargaining, remains the current language found in Article 8 Section 1.

1 APPENDIX I

2 5/2 – 5/3 WORK SCHEDULE IN DATA UNIT

3 **Facts:**

- 4 1. The average number of workdays per year in a 5/2-5/3 schedule is 243.3.  
5 260.7.  
6 2. The average number of workdays in a normal 5/2 schedule with twelve (12) holidays is  
7 260.7.  
8 3. The differential of seventeen-point-four (17.4) days off is made up by including the ten  
9 (10) legal holidays and two (2) personal holidays into the 5/2-5/3 furlough schedule.  
10 4. After inclusion of these holidays there remains a differential of five-point-four (5.4)  
11 additional days off. This differential is recovered (made up) by requiring the affected employees to  
12 work the five (5) extra days during the calendar year as factored into their assigned shift/furlough  
13 schedule.

14 Article 9, Section 4 of the PSEU Non Commissioned Professional Employees collective  
15 bargaining agreement (CBA) provides for agreements with respect to “alternative work schedules”  
16 “mutually agreed to” by the employee and management, “for so long as the parties agree, in writing”.  
17 This Agreement is consistent with this provision.

18 The following terms apply to all agreements regarding alternative work schedules:

- 19 1. Management will clearly outline the hours the employee is expected to work.  
20 2. The alternative work schedule must not increase the need for overtime, and employee  
21 availability to work overtime must not be reduced.  
22 3. Vacation and sick leave shall be used on an hour for hour basis.  
23 4. Overtime continues to be paid after forty (40) hours in a week, consistent with the terms of  
24 the current CBA.  
25 5. The employer may cancel the alternative work schedule arrangement and revert back to the  
26 traditional 5/2 schedule for any reason with thirty (30) calendar days written notice to the affected  
27 employee. The decision to take an employee off the alternative work schedule and put him/her back  
28 on a 5/2 schedule may not be grieved under Article 12 Grievance Procedure of the applicable CBA.  
29 6. The following terms apply to the experimental 5/2 5/3 schedule in the KCSO Data Unit:  
30 a. KCSO will put together a schedule consistent with the numbers outlined in Facts  
31 above.

32 b. Holidays: The current CBA Article 4, sections 2 and 4, will not be applied to  
33 employees working a 5/2 5/3 schedule. The ten (10) legal holidays and two (2) floating holidays are  
34 included in the total number of furlough days of the 5/ 2 5/3 schedule and thus the current contractual  
35 provisions relating to holidays that fall on furlough and floating holidays do not apply. Holiday leave  
36 shall be applied to the employees working the 5/2 5/3 schedules in the following manner:

37 If holiday falls on a scheduled workday, the employee receives four (4) hours extra pay per  
38 employee.

39 If holiday falls on a scheduled furlough day, the employee receives zero hours extra pay per  
40 employee.

41 This Agreement is not intended to supplement Article 9, section 4 of the current CBA. It does  
42 not replace any provision of the current CBA.

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**APPENDIX J**  
**PERFORMANCE EVALUATION APPEAL PROCEDURES**

The employee must specifically point out to the panel which parts of the evaluation are being appealed. A copy of the evaluation and identification of the specific portions of the evaluation that are the subject of the appeal shall be provided via email to panel members in advance of the hearing, as agreed by the panel. Additional documentation may be provided by the reviewer or appellant for the panel's consideration, and should be provided in advance of the hearing if possible.

Anyone involved in the review of the appeal may not sit on the panel. The employee shall be solely responsible for presenting his/her perspective of the appraisal to the panel. The individual responsible for evaluating the employee shall be solely responsible for presenting his/her perspective to the panel.

The panel may issue an oral opinion at the time of the hearing, or deliver its opinion in writing within seven working days to the parties via email. The panel reviews the relevant evidence and votes to either modify the appraisal or preserve the original appraisal.