14783

Attachment C

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE KING COUNTY PROTECTION GUILD REGARDING PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS FOR THE KING COUNTY SHERIFF'S OFFICE

2003-411

The parties, King County represented by Robert S. Railton, and the King County Protection Guild (hereinafter, Guild), represented by Jared Karstetter, have bargained issues relating to the payment of premiums and overtime payments to bargaining unit members. The parties share an interest in the efficient operation of the King County Sheriff's Office and the payment of its employees. In furtherance of that shared interest, the parties have agreed to reasonable pay periods for Guild employees, and to a dispute resolution process relating to these payments.

The parties agree as follows:

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

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

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

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

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

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

7. This agreement is effective from the date of the last signature below through December 31, 2006.

8. This agreement is contingent upon ratification of this agreement by the King County Council, and upon adoption by the King County Council and the King County Superior Court of the settlement agreement in *Covey et al v. King County*, King County Superior Court Cause No. 02-2-08317-0 SEA.

For King County:

Ron Sims, King County Executive — Date: 8-24-2003

For King County Protection Guild:

Jared Karstetter, Legal Counsel — Date: 12 August 03