

AGREEMENT

by and between

KING COUNTY, WASHINGTON

And

KING COUNTY SHERIFF’S OFFICE MARSHALS’ GUILD

January 1, 2023, through December 31, 2024

[226 - K2]

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4 This collective bargaining agreement (Agreement) is by and between King County (County),
5 and the King County Sheriff's Office Marshals' Guild, (Guild).

6 **ARTICLE 1: GENERAL**

7 1.1. Purpose - The intent and purpose of this Agreement is to promote the continued
8 improvement of the relationship between the County and its employees and to set forth the wages,
9 hours and other working conditions of such employees provided the County has authority to act on
10 such matters.

11 1.2. Non-Discrimination - The County and the Guild shall not unlawfully discriminate
12 against any individual employees with respect to compensation, terms, conditions or privileges of
13 employment by reason of sex, race, color, national origin, religious affiliation, disability, sexual
14 orientation, gender identity or expression, age except by minimum age and retirement
15 provisions, status as a family caregiver, military status or status as a veteran who was honorably
16 discharged or who was discharged solely as a result of the person's sexual orientation or gender
17 identity or expression. Allegations of unlawful discrimination or alleged violations of this Article
18 shall not be a proper subject for adjudication under Step 4 of the grievance arbitration procedure of
19 Article 14. Grievances that are not resolved through Steps 1 through 3 may be referred by the
20 grievant to the appropriate government agency.

21 1.3. Work Stoppages and County Protection - The County and the Guild agree that the public
22 interest requires efficient and uninterrupted performance of all County services and to this end pledge
23 their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild
24 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
25 any customarily assigned duties, sick leave absence which is not bona fide or other interference with
26 County functions by employees under this Agreement and should same occur, the Guild shall take

1 appropriate steps to end such interference. Any concerted action by any employee in any bargaining
2 unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent
3 without authorized leave shall be considered as an automatic resignation. Such resignation may be
4 rescinded by the Sheriff if the employee presents satisfactory reasons for their absence within three
5 (3) calendar days of the date their automatic resignation became effective.

6 **1.3.1.** Upon notification in writing by the County to the Guild that any employees
7 covered by this Agreement are engaged in a work stoppage, the Guild shall immediately, in writing,
8 order such members to immediately cease engaging in such work stoppage and provide the County
9 with a copy of such order. In addition, if requested by the County, a responsible official of the Guild
10 shall publicly order any employees covered by this Agreement to cease engaging in such a work
11 stoppage.

12 **1.3.2.** Any employee who commits any act prohibited in this Agreement shall be
13 subject, in accordance with the County's rules and procedures, to discharge, suspension or other
14 disciplinary action as may be applicable to such employee.

15 **1.4. Waiver Clause** - The parties acknowledge that each has had the unlimited right within
16 the law and the opportunity to make demands and proposals with respect to any matter deemed a
17 proper subject for collective bargaining. The results of the exercise of that right and opportunity are
18 set forth within this Agreement. Therefore, the County and the Guild, for the duration of this
19 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
20 subject or matter not specifically referred to or covered in this Agreement.

21 **1.5. Savings Clause** - Should any part hereof or any provisions herein contained be rendered
22 or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a
23 court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
24 invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall
25 meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain
26 in full force and effect.

1 **ARTICLE 2: RECOGNITION, GUILD MEMBERSHIP AND DUES DEDUCTION**

2 **2.1. Recognition** - The County recognizes the Guild as the exclusive bargaining
3 representative for those employees whose job classifications are listed in the attached Addendum A,
4 pursuant to PERC Decision 12631 (PECB, 2016).

5 **2.2. Guild Membership** - The County recognizes that employees may, at their discretion,
6 become members of the Guild.

7 **2.3. Membership Payroll Deductions** - Upon authorization by an individual employee to the
8 Guild, the County shall provide for payroll deductions of union dues, initiation fees, assessments, and
9 other fees as certified by the Guild including COPE (or similar funds).

10 **A.** The County will refer all employee inquiries or communications regarding Guild
11 membership to the Guild.

12 **B.** Upon receiving notice of the employee's authorization from the Guild, the County
13 shall deduct from the employee's salary membership dues and remit the amounts to the Guild. The
14 employee's authorization remains in effect until expressly revoked by the employee in accordance
15 with the terms and conditions of the authorization.

16 **C.** An employee may revoke their authorization for payroll deductions of payments to
17 their Guild by written notice to the union in accordance with the terms and conditions of their
18 membership authorization.

19 **D.** Every effort will be made to end the deductions effective on the first payroll, and
20 not later than the second payroll, after receipt by the County of confirmation from the Guild that the
21 terms of the employee's authorization regarding dues deduction revocation have been met.

22 **E.** The Guild shall have the option to transmit to the Employer, by the cut-off date for
23 each payroll period, the name and Employee ID number of employees who have, since the previous
24 payroll cut-off date, provided authorization for deduction of dues and/or COPE, or have changed
25 their authorization for payroll deductions.

1 **2.4. Other Payroll Deductions** - If the County and the Guild enter into an agreement that
2 includes requirements for deductions of other payments, the County will make such deductions upon
3 authorization of the employee.

4 **2.5. Indemnification** - The Guild shall indemnify, defend and hold the County harmless
5 against any claims made and against any suit instituted against the County on account of any
6 checkoff of dues for the Guild. The Guild shall refund to the County any amounts paid to it in error
7 on account of the check-off provision upon presentation of proper evidence thereof.

8 **2.6. Visitation Rights** - Authorized representatives of the Guild may, after notifying the
9 County, visit the work location of employees covered by this Agreement at reasonable times.

10 **2.7. Bulletin Boards** - The County and the Guild shall cooperate to ensure that adequate space
11 on the County's premises is provided for posting of announcements of meetings, election of officers
12 and any other official Guild material.

13 **ARTICLE 3: RIGHTS OF MANAGEMENT**

14 **3.1.** The Guild recognizes the prerogatives of the County to operate and manage its affairs in
15 all respects in accordance with its responsibilities and powers of authority.

16 **3.2.** The County shall have the right to schedule overtime work as required.

17 **3.3.** Every incidental duty is not always specifically described in the job description.

18 **3.4.** The County reserves the right to reprimand, demote, suspend, or discharge regular
19 employees for just cause.

20 **3.5.** The County reserves the right to layoff regular employees for lack of work, lack of
21 funds, or reasons of efficiency.

22 **3.6.** The County shall have the right to determine work shifts and schedules and to establish
23 the methods and processes by which such work is performed.

24 **3.7.** Nothing under this Agreement shall be construed as delegating to others or reduce or
25 abridge the following management responsibilities and rights:

1 A. The responsibility of the County for determining classifications, assigning
2 employees to classifications, determining the status and tenure of employees, establishing work rules,
3 initiating and promoting employees, transferring employees, and certifying payrolls;

4 B. The responsibility of the County governed by charter provisions, ordinances, and
5 Civil Service Rules which include, but are not limited to the following:

- 6 1. To relieve employees from duties because of lack of work, lack of funds or
7 reasons of efficiency,
- 8 2. To determine the methods, means, and employees necessary for operations,
- 9 3. To control the budget, and
- 10 4. To take whatever actions are necessary in emergencies in order to ensure
11 the proper functioning of the County.

12 **3.8. Furlough Reopener** - The County may open this Agreement upon written request any
13 time during the life of this Agreement for the purpose of bargaining, to the extent required by law, the
14 effects of a County decision to impose furlough and/or building closures and/or reduction of hours of
15 operation.

16 **3.9. Work Reopener** - The County retains the right to reopen any provision in this Agreement
17 necessary to bargain, to the extent required by law, the effects of a decision to add work to the Guild
18 bargaining unit. The Guild supports adding work to the unit and will partner with the County to
19 accomplish this goal as expeditiously as possible.

20 **3.10. Performance Reviews** - Consistent with the authority retained in Article 3, the County
21 has the right to develop and implement a performance evaluation system consistent with the County's
22 policies and procedures. *See Addendum C: Performance Evaluation Appeal Process.*

23 **3.11. Early Intervention Systems (EIS)** - Consistent with the authority retained in Article 3,
24 the County has the right to develop and implement an EIS system consistent with the County's
25 policies and procedures.

1 **3.12. Office of Law Enforcement Oversight (OLEO)** - The parties have fully negotiated all
2 bargaining obligations regarding King County Ordinance 18500 and King County Code 2.75. The
3 parties further agree that the County has the right to create, develop, implement, or modify policies
4 and procedures for the Office of Law Enforcement consistent with County Ordinance 18500 and
5 King County Code 2.75. The Guild agrees to adopt the OLEO language that is adopted by ordinance
6 or determined by an arbitrator pursuant to RCW 41.56.450 for the KCPOG Collective Bargaining
7 Agreement.

8 **3.13. Civil Service** - The County retains the right to bargain changes or effects, (to the extent
9 required by law), to King County Civil Service Rules and may propose such changes at any time.
10 Such proposals may be discussed in labor/management meetings or any forum acceptable to the
11 parties.

12 **3.14. Reopener for Standardized Pay Practices** - The parties agree that applicable provisions
13 in this Agreement may be re-opened at any time during the life of this Agreement by the County for
14 the purpose of negotiating standardized pay practices, to the extent required by law.

15 **ARTICLE 4: WAGES AND CONTRACTUAL OVERTIME**

16 **4.1.** The classifications of employees covered by this Agreement and the corresponding rates
17 of pay are set forth within Addendum A which is attached hereto and made a part of this Agreement.

18 **4.2.** Except as otherwise provided in this Article, contractual daily overtime shall be paid to
19 employees who work more than their regularly scheduled work day, inclusive of alternative work
20 schedules, at the contractual overtime rate in effect at the time the overtime work is performed.

21 **4.3.** Contractual weekly overtime shall be paid to employees for all hours worked in excess
22 of forty (40) hours per FLSA workweek at the contractual overtime rate in effect at the time the
23 overtime work is performed.

24 **4.4.** The contractual overtime rate for each overtime hour worked shall be one and one-half
25 times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum
26 A wage table, plus any applicable pay premiums in effect at the time the overtime is worked that are

1 contractually required to be included when calculating the contractual overtime rate. In the event the
2 Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
3 employee shall be paid the higher rate of pay pursuant to the FLSA.

4 **4.5.** A minimum of four (4) hours at the contractual overtime rate shall be paid when a
5 employee is called back to work. Where such overtime exceeds four (4) hours, the actual hours
6 worked shall be paid at the contractual overtime rate.

7 **A.** A call-back is defined as any situation where the employee has left work and is
8 subsequently contacted and required to return to work prior to the employee's next scheduled work
9 shift. Scheduled overtime and a change in an employee's work schedule will not be considered a
10 call-back.

11 **B.** Scheduled work is not a call-back and shall be paid at the straight time rate until
12 the employee qualifies for overtime pursuant to Section 4.2, 4.3, or 4.4. Scheduled work shall
13 include occasions where an employee is required to report to work earlier than their regular assigned
14 shift.

15 **4.6.** All overtime shall be authorized in advance by the Commander/designee, except in
16 emergencies.

17 **4.7. Compensatory Time** - With mutual agreement of the County and the employee,
18 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory
19 time may be accrued to a maximum of sixty (60) hours compensatory time per calendar year.
20 Requests to use compensatory time will be approved at the discretion of the County and in
21 accordance with the law. Compensatory time accrued shall be used during the calendar year in which
22 it is earned unless such utilization is not feasible due to the work demands of the position, in which
23 case the employee may request and the Commander/designee may approve the carryover of a
24 maximum of forty (40) hours of accrued compensatory time to the next calendar year. Carried-over
25 compensatory hours must be used within the first quarter of the new year, or will be cashed out in the
26 pay period that includes March 31.

1 **4.8. Compensatory Time Cash Out** - On each May 31st and November 30th, the County may
2 cash-out some or all of an employee’s accrued compensatory time unless it was approved to be
3 carried-over into the next calendar year, in which case any remaining compensatory time carried over
4 shall be cashed out in the pay period that includes March 31.

5 **4.9. Training** - The County shall endeavor to schedule training during the employee’s regular
6 work shift. In the event that training is scheduled on an employee’s furlough day a minimum of four
7 (4) hours at the contractual overtime rate shall be allowed for each occasion. Where such overtime
8 exceeds four (4) hours, the actual hours worked shall be paid at the contractual overtime rate. Portal-
9 to-portal pay shall be calculated based on the on the most direct route. For Marshals residing more
10 than fifteen (15) miles outside King County, compensable time shall begin/end when the Marshal
11 crosses the fifteen (15) mile threshold.

12 **4.10 Training Assignment** - Management has the right to assign, in writing, an employee to
13 train other employees. When an employee is assigned to train one-on-one for one full day or more,
14 such employee will be paid five (5) percent above their base pay for that day or days, under the
15 following conditions:

16 **A.** The employee submits a timely request for training pay under this section.
17 Requests should be submitted consistent with department policies and procedures, and if possible
18 should be submitted within the pay period in which the training time is worked;

19 **B.** The trainer must be part of the evaluation process for the trainee, and;

20 **C.** Leads, and those whose primary job duty is training, are not eligible for this
21 premium.

22 **ARTICLE 5: HOURS OF WORK**

23 **5.1.** The standard work schedule for regular full-time employees shall consist of either five
24 (5) consecutive workdays of eight (8) hours each day (5/8), inclusive of a meal period, not to exceed
25 forty (40) hours per week; or four (4) workdays of ten (10) hours each day (4/10), inclusive of a meal
26 period, not to exceed forty (40) hours per week. Each work schedule will include work time for

1 donning and doffing of their uniform, and for reporting to their assigned post. The hours of work of a
2 regular employee may be changed consistent with Sections 5.2 and 5.5.

3 **A.** The County may place an employee or group of employees on a 4/10 work
4 schedule when it decides that it is beneficial and operationally prudent to do so, if each of the
5 following conditions are met:

6 **1.** Any such schedule change will be effective on a date determined in writing
7 for the duration determined in writing by the County,

8 **2.** Personnel assigned to work a 4/10 schedule shall be notified by the County
9 of their precise work schedules and furlough days,

10 **3.** Employees working the 4/10 schedule shall observe the same paid holidays
11 as described in Article 7 of the Agreement,

12 **4.** Vacation, compensatory time, and sick leave shall be used on an hour for
13 hour basis. Example: Employee takes one (1) day vacation since they will be taking ten (10) hours
14 off; ten (10) hours will be subtracted from their vacation week,

15 **5.** The County may cancel the 4/10 schedule with thirty (30) calendar days
16 written notice to the affected employees. If the 4/10 schedule is cancelled, the employee will revert
17 to their prior work schedule, and

18 **6.** The County will notify employees affected by this change of its
19 expectations related to this change in schedule.

20 **B.** Should the County decide to implement a change in building or court hours, the
21 County will meet to discuss the impact of such change on the bargaining unit.

22 **C.** Short-term temporary and term-limited temporary employees will be assigned
23 work location, days and hours of work as needed by the County.

24 **5.2.** The County will assign each regular employee a regular work schedule which can be
25 changed with five (5) days' notice. If the employee is given less than five (5) days' notice of the
26 change to their regular work schedule, the employee will be paid four (4) hours of additional pay on

1 each day worked for which timely notice was not given. The day after notification shall be the first
2 day of notice.

3 **5.3. Annual Post and Shift Assignments** - Employees shall participate in an annual shift bid
4 in which bids shall be selected in seniority order. For example, the most senior employee will make
5 the first selection of available assignments which include: KCCH, MRJC, CFJC, Redmond District
6 Court, Shoreline District Ct., Bellevue District Ct., Auburn District Ct., Issaquah District Ct., and
7 Burien District Ct. Other assignments will be rotated. Operational needs shall be the primary
8 consideration when making post and shift assignments.

9 **5.4.** Pursuant to RCW 49.12.187, the County and the Guild agree to specifically supersede -
10 the state provisions regarding meal and rest periods in accordance with the state statute. While the
11 County will try to provide meal and rest periods during a shift, meal and rest periods may occur at
12 different times due to work requirements.

13 **5.5. Change of Work Schedules** - Upon written request of an employee(s) and with prior
14 written approval of the Commander/designee, a work schedule for an employee(s) may be modified
15 or a shift traded with another employee.

16 **5.6. Alternative Work Schedules** - During the term of the Agreement, the Guild and/or
17 County may desire a work schedule(s) that is different than the standard work schedule provided
18 under Section 5.1 herein. The addition of work schedules is subject to collective bargaining by the
19 parties' authorized representatives.

20 **ARTICLE 6: SENIORITY**

21 **6.1.** Regular employees shall be afforded the right to utilize their classification seniority as
22 hereinafter defined for the purposes specifically provided for within this Agreement.

23 **6.2.** An employee shall be recognized as having attained seniority and regular employment
24 status when such employee shall have successfully completed a probation period of twelve (12)
25 consecutive months. Upon completion of the employee's probation period the employee shall be
26 assigned a classification seniority date which shall be the date when they first commenced their

1 twelve (12) month probation. To the extent permitted by law, the probationary period shall be
2 automatically extended for any absence from work, or any period during which the employee cannot
3 perform all the essential functions of the job, that extends longer than ten (10) consecutive work days.

4 A. In the event that an employee in a regular position is laid off during their twelve
5 (12) month probation period and is subsequently recalled to perform bargaining unit work within
6 ninety (90) calendar days from the employee's date of layoff; the employee shall then be credited
7 with all days previously worked for purposes of satisfying the twelve (12) month probation status and
8 establishing their resultant classification seniority date.

9 B. Regular employees shall continue to accrue seniority during an absence caused by
10 an industrial injury or illness. An employee who is unable to work because of a non-work related
11 injury or illness shall not accumulate seniority during such absence of thirty (30) or longer unpaid
12 calendar days.

13 C. Regular employees on an approved unpaid leave of absence of thirty (30)
14 continuous calendar days or longer shall not accumulate seniority credits during such absence.

15 D. When a regular employee is, or has been, promoted or transferred from the
16 bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee
17 may be returned to the unit by the County and shall resume the seniority held as of the date of
18 promotion or transfer; provided however, any such employee who remains outside of the bargaining
19 unit for a period exceeding twelve (12) months, shall not have their bargaining unit seniority restored
20 upon return to the bargaining unit.

21 **6.3.** Classification seniority shall be defined as a regular employee's total length of service
22 within a classification(s) covered by this Agreement. Classification seniority shall include time spent
23 prior to January 1, 1996, working as a Court Security Officer in the King County Courthouse.
24 Effective January 1, 2003, regular part-time employees will accrue seniority pro-rated based on what
25 a full-time employee earns. Any seniority ties will be determined by hire test scores with the
26 employee having the higher test score being more senior.

1 **6.4.** Seniority rights shall be forfeited for either of the following causes:

2 **A.** Discharge for just cause. However, should said member be reinstated through any
3 legally recognized means with a “make whole remedy”, prior seniority plus the time spend in
4 discharge shall be credited.

5 **B.** Resignation; however, in the event an employee who has completed their twelve
6 (12) month probation period is rehired to a classification covered by this Agreement within twenty-
7 four (24) months from the date of resignation, that employee shall then be credited with all seniority
8 credits previously existing on the last day worked.

9 **6.5. Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
10 shall layoff probationary employees in the inverse order of hire, followed by the regular employee
11 who has the least seniority within the classification. Employees originally hired into the bargaining
12 unit on the same date shall be laid off based on the Section 6.3 seniority tie-breaker provision. Prior
13 to any layoff, all temporary and probationary employees within the bargaining unit shall be laid off
14 first.

15 **6.6. Recall from Layoff** - Employees, including probationary employees, separated due to a
16 reduction-in-force shall be recalled in the inverse order of layoff; namely, those laid off last shall be
17 recalled first subject to their ability to perform the work for which they were recalled, and subject to
18 required background checks.

19 **6.7. Seniority Lists** - The Guild shall maintain the seniority list and it will provide a copy to
20 the County upon written request.

1 **ARTICLE 7: HOLIDAYS**

2 7.1. All regular, probationary and term-limited temporary employees (hereinafter,
3 “comprehensive leave eligible employees”) who work a full-time schedule shall be granted the
4 following holidays with pay:

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| Holiday | Date of Observance |
|------------------------------------|--------------------------|
| New Year’s Day | January 1st |
| Martin Luther King, Jr.’s Birthday | 3rd Monday in January |
| President’s Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19th |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Indigenous People’s Day | 2nd Monday in October |
| Veteran’s Day | November 11th |
| Thanksgiving Day | 4th Thursday in November |
| Day After Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | December 25th |

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20 and any special or limited holidays as declared by the president or governor, and as approved by the
21 Council.

22 7.2. For comprehensive leave eligible employees, whenever a holiday falls on a Saturday, the
23 preceding Friday will be observed as the holiday, and whenever the holiday falls on a Sunday, the
24 following Monday will be observed as the holiday. Work performed on an observed holiday shall be
25 paid at the contractual overtime rate, in addition to the holiday pay. An employee must be eligible for
26 comprehensive leave benefits and in a pay status on the day before and the day following a holiday to

1 be eligible for holiday pay.

2 **7.3.** Annually, comprehensive leave eligible employees active on January 15th shall receive
3 two (2) personal holidays every year to be added to their vacation bank on the paycheck that includes
4 February 1st. New employees eligible for comprehensive leave benefits who are hired on or before
5 November 15th shall receive two personal holidays to be added to their vacation bank on the last day
6 of the first pay period following their date of hire. In no event shall there be more than two (2)
7 personal holidays awarded per year.

8 **7.4.** Comprehensive leave eligible employees who work a part-time schedule and are eligible
9 for holiday pay will receive holiday pay in accordance with Sections 7.1 and 7.3 on those holidays
10 the employee is regularly scheduled for work pro-rated based on their regular work schedule.

11 **7.5.** An employee on a 4/10 work schedule who observes the holiday may use two (2) hours
12 of their accrued vacation leave or compensatory time in order to be compensated ten (10) hours for
13 holidays identified within Article 7 of the CBA. Alternatively, employees may either opt to work an
14 additional two (2) hours within the same FLSA workweek or have their schedule changed to five (5)
15 eight (8) hour days (5/8) during the holiday week with supervisor approval. If use of accrued
16 vacation or compensatory time is not used or unavailable, the two hours on a holiday will be recorded
17 as unpaid. Likewise, if two (2) hours additional hours of work within the same FLSA workweek is
18 not available and approved by employee's supervisor, or if a 5/8 work schedule during a holiday
19 week is not feasible and approved by employee's supervisor, the two hours on a holiday will be
20 recorded as unpaid.

1 **ARTICLE 8: VACATIONS**

2 **8.1. Accrual Rates** - Comprehensive leave eligible employees who work a full-time forty (40)
3 hour schedule, shall receive vacation benefits as indicated in the following schedule:

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

22 **A.** Comprehensive leave eligible employees who work a part-time schedule shall
23 accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such
24 accrual rates shall be prorated to reflect their normally scheduled workweek.

25 **8.2.** For employees employed prior to January 1, 2018, full-time employees may accrue up to
26 sixty (60) days (480 hours) vacation leave per calendar year. For employees employed on or after

1 January 1, 2018, full-time employees may accrue up to forty (40) days (320 hours) vacation leave per
2 calendar year. Part-time employees may accrue vacation prorated to reflect their normally scheduled
3 workweek per calendar year, e.g., a part-time employee hired before January 1, 2018, working half-
4 time, twenty (20) hours, may accrue up to two hundred forty (240 hours) of vacation leave.
5 Employees shall use vacation leave beyond the maximum accrual amount on or before the last pay
6 period that includes December 31st of each year. Failure to use vacation leave beyond the maximum
7 accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
8 Commander/designee has approved a carryover of such vacation leave.

9 **8.3.** An employee shall not be granted vacation leave if not previously accrued. Employees
10 eligible for comprehensive leave benefits shall accrue vacation from their date of hire. Leave eligible
11 employees may use vacation leave hours in a pay period after they are accrued. Employees who
12 leave County employment prior to successfully completing their first six (6) months of County
13 service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions
14 contained in this Agreement.

15 **8.4. County Employment While On Vacation** - No employee shall be permitted to work for
16 compensation for the County in any capacity during the time when vacation leave is being used.

17 **8.5. Incremental Usage** - Vacation may be used in one half (1/2) hour increments at the
18 discretion of the Commander/designee.

19 **8.6. Termination** - Upon termination, the employee shall be paid for any unused vacation
20 leave at their base rate of pay up to the maximum annual vacation leave provided under Section 8.2 if
21 the employee leaves in good standing.

22 **8.7. Death** - In cases of separation by death, payment of unused vacation leave up to the
23 annual maximum provided under Section 8.2 shall be made to the employee's estate, or in applicable
24 cases, as provided by RCW 49.48 and RCW Title 11.

25 **8.8. Vacation Scheduling** – Annual vacations shall be scheduled up through April 1st of each
26 year on a seniority basis within each major work site (KCCH, MRJC, CCFJC). An Annual vacation

1 shall consist of no less than four (4) or five (5) continuous workdays, depending on work schedules
2 (i.e., 4/10 or 5/8). Vacation requests submitted after April 1st shall be approved on a first come first
3 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be
4 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be
5 requested two (2) weeks in advance. If the need arises, an individual may contact their
6 Commander/designee and request emergency vacation. Approval of emergency vacation shall be at
7 the discretion of the Commander/designee.

8 A. All vacation requests shall receive a definite written yes or no response as soon as
9 possible from the submission of same. Once approved the County shall not rescind the vacation
10 unless an emergency exists. If the County cancels vacation once vacation has been approved and the
11 affected employee has incurred non-refundable expenses in planning for same, the employee shall be
12 reimbursed by the County for those expenses. Any employee called back to duty once vacation has
13 begun shall be reimbursed for round trip transportation costs in returning to duty.

14 **ARTICLE 9: SICK LEAVE**

15 9.1. Sick Leave - Regular, probationary and term-limited temporary employees will accrue
16 sick leave at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a
17 maximum of 3.6928 hours for employees on bi-weekly pay. The employee is not entitled to sick
18 leave if not previously earned. If an hourly employee works in excess of seventy-four (74) hours in
19 one week, the employee shall accrue sick leave at the rate of 0.025 hours for each hour worked in
20 excess of seventy-four (74) hours. There shall be no limit to the number of sick leave hours that an
21 employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year.

22 A. Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours
23 for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick
24 leave to the following calendar year. At the end of the pay period that includes December 31st, all
25 accrued sick leave over 40 hours will be forfeited.

1 **9.2. Vacation as an Extension of Sick Leave** - During the first six (6) months of service in a
2 leave eligible position, employees may, at the Commander/designee's discretion, use any accrued
3 days of vacation leave as an extension of sick leave. If an employee does not work a full six (6)
4 months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the
5 County upon termination unless the use of vacation leave was for a qualifying event under the
6 Washington State Family Leave Act.

7 **9.3. Partial Day Increments** - Sick leave may be used in one-half (1/2) hour increments at the
8 discretion of the Commander/designee.

9 **9.4. Unlimited Accrual** - There will be no limit to the hours of sick leave accrued by a leave
10 eligible employee.

11 **9.5. Restoration following Separation** - Separation from employment except by reason of
12 retirement, layoff, or separation for non-disciplinary medical reasons, will cancel all sick leave
13 accrued to the leave eligible employee as of the date of separation. Should a regular employee resign
14 in good standing, be laid off or separated for non-disciplinary medical reasons and return to County
15 employment within two (2) years, their accrued sick leave will be restored.

16 **A.** If a retiree who cashes out their sick leave is rehired within 12 months, that
17 employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who
18 returns to work will not be entitled to any cash out of their restored sick leave balance when they
19 leave County employment.

20 **9.6. Pay upon Separation** - A regular employee who has successfully completed at least five
21 (5) years of County service and who retires as a result of length of service, or completed five (5)
22 years of continuous service as a Marshal, is at least sixty-five (65) years of age and is disqualified
23 from participating in a Washington State retirement plan, or who separates by reason of death will be
24 paid, or their estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five
25 (35) percent of their unused, accumulated sick leave multiplied by their base rate of pay in effect
26 upon the date of leaving County employment, less mandatory withholdings. Retire because of length

1 of service means an employee is eligible, applies for and begins drawing a pension from PERS,
2 PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

3 **9.7. Leave Without Pay for Health Reasons** - An employee must use all their sick leave
4 before taking unpaid leave for their own health reasons. If the injury is compensable under the
5 County's workers compensation program, then the employee has the option to augment or not
6 augment time loss payments with the use of accrued sick leave.

7 **9.8. Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
8 will choose at the start of the leave whether the particular leave would be paid or unpaid, unless the
9 employee has been approved to receive and is currently on PFML. While taking leave for family
10 reasons, if covered under the PFML, the employee may also choose the type of paid leave used
11 available to them (e.g., sick leave, vacation). When an employee chooses to take paid leave for
12 family reasons they may set aside a reserve of up to eighty (80) hours of accrued sick leave.

13 **9.9. Use of Vacation Leave as Sick Leave** - An employee who has exhausted all their sick
14 leave may use accrued vacation leave before going on leave of absence without pay, if approved by
15 their Commander/designee.

16 **9.10. Use of Sick Leave** - In accordance with state and federal laws, accrued sick leave will
17 be used for the following reasons:

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

- 19 **1. Due to a mental or physical illness, injury, or health condition.**
20 **2. To obtain medical diagnosis, care, or treatment of mental or physical**
21 **illnesses, injuries, or health conditions.**
22 **3. To receive preventative care.**

23 **B. For absences that qualify for leave under the Domestic Violence Leave Act, RCW**
24 **49.76.**

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

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

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

8 F. Employee’s exposure to contagious diseases and resulting quarantine.

9 G. For purposes of paid sick leave, a “family member” is:

10 1. A spouse or domestic partner.

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

14 3. The parent of an employee, employee’s spouse, or employee’s domestic
15 partner. Parent includes a biological, adoptive, de facto, foster, step parent; legal guardian; or, a
16 person who stood or stands in loco parentis to the employee, employee’s spouse or employee’s
17 domestic partner.

18 4. A grandparent, grandchild or sibling of the employee.

19 **9.11. Family and Medical Leave.**

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

1 employee who is a covered service member’s spouse, child, parent, or next of kin may take up to
2 twenty-six weeks of paid or unpaid FMLA leave in a single twelve (12) month period to care for the
3 service member with a serious injury or illness.

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

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

10 **9.12. King County Family and Medical Leave.**

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

18 **B.** The leave may be continuous or intermittent when medically necessary.
19 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
20 care child may only be taken when approved. KCFML shall run concurrently with other federal,
21 state and county leaves to the extent allowed, including but not limited to the FMLA, Washington
22 State Paid Family and Medical Leave Act (PFML).

23 **C.** In order to be eligible for KCFML under this Article, an employee must have been
24 employed by King County for at least twelve (12) months and have worked at least one thousand
25 forty (1,040) hours in the preceding twelve (12) month period for a forty-hour (40) week employee or
26 nine hundred ten (910) hours in the preceding twelve (12) month period for a thirty-five (35) hour

1 week employee.

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

5 **9.13. Insurance Premiums** - The County will continue its contribution toward health care
6 during any unpaid leave taken under Sections 9.11 and 9.12.

7 **9.14.** Failure of an employee to return to work by the expiration date of leave under Sections
8 9.11 and 9.12 without an approved request for the leave to be extended or abuse of sick leave may be
9 cause for disciplinary action, up to and including termination of the employee from County
10 employment.

11 **9.15. Special Sick Leave (SSL)** - All Marshals shall be provided with twenty-three (23) days
12 SSL which shall be used only to supplement the employee's industrial insurance benefit should the
13 Marshal be injured on the job as a result of a search, arrest, or detention of any person, or during the
14 attempt to search, arrest or detain any person or occurring when a Marshal is involved in an
15 emergency response to a request for service. The SSL shall not be used until three (3) days of regular
16 sick leave have been used for each incident of on-the-job injury. In the event there is no regular sick
17 leave, the SSL shall be immediately available for an on-the-job injury. SSL is non-cumulative, but is
18 renewable annually. Part-time officers shall be provided with special sick leave prorated to reflect
19 their normally scheduled work week.

20 **A. Working Transitional Duty** - A Marshal who is provided SSL due to an injury on
21 the job, provided above, and is assigned to a transitional duty assignment, will not be required to use
22 their personal sick leave to attend medical, psychological or physical therapy appointments that are a
23 result of the on the SSL qualifying job injury. Time away from work to attend such appointments
24 shall be taken out of the Marshal's SSL using the same formula as if the Marshal had not returned to
25 work.

1 **9.16.** Verification of sick leave use is pursuant to RCW 49.46.210 and County policy,
2 procedures and guidelines.

3 **ARTICLE 10: OTHER PAID LEAVES**

4 **10.1. Donated Leaves.**

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

8 **B. Approval for Donations** - Donations require written approval from the donating
9 and receiving employees' directors. If approved, the donated leave will be available the next full pay
10 period after notification of the donation is received by Payroll from the Department of Human
11 Resources (DHR).

12 **C. No Cash Out of Donated Leave** - Donated leave hours are excluded from all payouts
13 and restorations.

14 **D. No accruals on donated leave** - Accrual of leaves will not occur when donated leave
15 is used.

16 **E. Eligibility to receive and use Employee-to-Employee or Emergency Medical Fund**
17 **donated leave hours.**

18 **1.** The receiving employee must have exhausted all paid leave accruals (e.g.,
19 vacation leave, sick leave, PTO leave, holiday banked leave, comp-time).

20 **2.** The receiving employee can only use donated leave for KCFML and FMLA
21 qualifying reasons.

22 **3.** The leave for which the employee is requesting donations must be for a
23 prolonged absence. A prolonged absence is considered to be three (3) or more consecutive days. An
24 employee may use donated leave intermittently after the employee's prolonged absence if the
25 conditions in 1 and 2 above are met.

26 **4. Vacation leave hours.** Except as provided under Section 10.1.G.2, the amount

1 of donated vacation or BT time cannot exceed the donating employee’s leave accrual balance at the
2 time of donation.

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

6
7 **F. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**
8 **Employee Donations.**

9 **1.** A comprehensive leave eligible employee may donate a portion of their
10 accrued leave hours under Section 10.1.E.4 and 5 above, to another comprehensive leave eligible
11 employee.

12 **2.** Donation limits, as provided under Section 10.1.E.4 and 5 above, are
13 exclusive of donations to the Emergency Medical Leave Fund under Section 10.1.G, below.

14 **3.** No Reversion of Donated Leave. Donated vacation and sick leave hours
15 remain with the recipient and do not revert to the donor.

16 **G. Comprehensive Leave Eligible Employee donations to an Emergency Medical**
17 **Leave Fund – Pilot Program.**

18 **1.** The County will create a pilot program, whereby a comprehensive leave
19 eligible employee may donate a portion of their accrued vacation and/or sick leave hours to an
20 “Emergency Medical Leave Fund” that is managed by the Department of Human Resources. At the
21 County’s discretion, the pilot program can either be continued as a regular program or ended upon
22 30-day written notice to the Guild.

23 **2. Vacation hours** - An employee is limited to donating 80 hours of accrued
24 vacation per calendar year to this Fund unless the employee’s department director approves a greater
25 amount.

26 **3. Sick leave hours** - An employee can donate up to 25 hours of their accrued

1 sick leave per year to this Fund, provided the donating employee's sick leave balance will be 100
2 hours or more following the donation.

3 **4. Process and conditions to receive and use donated leave hours from the**
4 **Emergency Medical Leave Fund** -

5 **a.** The comprehensive leave eligible employee must submit a request
6 to DHR for hours.

7 **b.** The maximum donation an employee can receive is up to 80 hours
8 based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70
9 hours), or 80 hours for employees on the semi-monthly payroll period who are normally schedule for
10 40 hour workweeks, prorated for part-time employees.

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

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

16 **H. No reversion of donated leave** - Donated hours and hours not used by the donee
17 within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund
18 and do not revert to the donor.

19 **I. Calculation of Donated Leave** - All donated vacation and sick leave hours under the
20 Employee-to-Employee and Emergency Medical Leave Fund shall be converted to a dollar value
21 based on the donor's straight time hourly rate at the time of the donation. The dollar value will then
22 be divided by the receiving employee's straight time hourly rate to determine the actual number of
23 hours received and placed in the employee's donated sick leave bank.

24 **J. Donation of Vacation or Compensatory Hours to Nonprofit Organizations** - The
25 executive may implement a process providing the opportunity for comprehensive leave eligible
26 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash

1 donation. This process must conform to KCC 3.12.222, as amended.

2 **K. Donation to an Account or Program to Benefit Children of Deceased Employee -**

3 If an employee dies during employment, the executive may implement a process providing a one-
4 time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation
5 or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased
6 employee who are under 23 years old at the time of the employee's death. This process must
7 conform to KCC 3.12.224, as amended.

8 **10.2. Leave - Organ Donors -** Comprehensive leave eligible employees shall be granted leave
9 for organ donation in accordance with King County Code 3.12.215, as amended. Comprehensive
10 leave eligible employees who are voluntarily participating as donors in life-giving or life-saving
11 procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood
12 transfusions up to a maximum of five (5) days paid leave without having such leave charged to
13 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee
14 shall;

15 **A. Notification -** The employee gives the Commander/designee reasonable advance
16 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
17 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
18 result in serious illness, injury, pain or the eventual death of the identified recipient.

19 **B. Provider Certification -** The employee provides written proof from an accredited
20 medical institution, organization or individual as to the need for the employee to donate bone
21 marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the
22 participation of the donor is unique or critical to a successful outcome.

23 **C. Time off Subject to Agreement -** Time off from work for the purpose set out above
24 more than five (5) working days will be subject to the terms of this Agreement.

25 **10.3. Bereavement Leave.**

26 **A.** An employee eligible for comprehensive leave benefits shall be granted up to five

1 (5) working days, maximum of forty (40) hours (pro-rata for part-time) of bereavement leave due to
2 death of a member of their immediate family. Leave must be taken within eighteen (18) months from
3 the date of the death.

4 **B.** In the application of any of the foregoing provisions, when a holiday or regular day
5 off falls within the prescribed period of absence, it will not be charged against the employee's sick
6 leave account nor bereavement leave credit.

7 **C. Family Defined** - Immediate family means the employee's:

- 8 1. Spouse or domestic partner, or
9 2. Legal guardian, ward, or any person whom the employee has legal custody,
10 and
11 3. The following family members of the employee, the employee's spouse, or
12 the employee's domestic partner:

- 13 a. A child,
14 b. A parent (biological, adoptive, foster, stepparent, legal guardian, or a
15 person who stood or stands in loco parentis),
16 c. A grandparent,
17 d. A child-in-law,
18 e. A grandchild, or
19 f. A sibling.

20 **10.4. Leave for Volunteer Service** - Comprehensive leave eligible employees may use up to
21 three days of their accrued sick leave each year to perform volunteer services at a local school, or at a
22 non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick
23 leave for this purpose shall submit such request in writing, per the County's leave request procedures,
24 specifying the name of the school and/or organization and the nature of the volunteer services to be
25 performed. Additionally, the employee's supervisor may request in advance that the employee obtain
26 written proof of the service from the volunteer organization or school.

1 **10.5. Jury Duty** - A comprehensive leave eligible employee notified to serve on jury duty
2 must inform their supervisor as soon as possible, but not later than two weeks in advance, regarding
3 the date the employee is required to report for jury duty. The supervisor may reassign the employee
4 to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and
5 schedule are the hours and days, respectively, the employee is required to report or be available for
6 jury duty. An employee eligible for comprehensive leave benefits who is ordered on a jury will be
7 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
8 mileage, with the Finance and Business Operations Division, of the Department of Executive
9 Services. The employee will report back to their Commander/designee when dismissed from jury
10 service.

11 **10.6. Leave Examinations** - An employee eligible for comprehensive leave benefits shall be
12 entitled to necessary time off with pay for the purpose of participating in County qualifying or
13 promotional examinations. This will include seeking an alternative position within the Sheriff's
14 Office and/or time required to complete any required interviews.

15 **10.7. Military Leave** - Employees shall receive military leave in accordance with current
16 County policy, ordinance, state and federal law, as amended.

17 **10.8. Paid Parental Leave (PPL)** - PPL supplements a comprehensive leave eligible
18 employee's accrued paid leaves to provide up to a total of twelve (12) weeks of paid leave for a
19 parent to bond with a new child.

20 **A. Benefit Amount** - An employee's supplemental parental leave benefit is calculated
21 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
22 placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be
23 taken within one year of the child's birth or placement in the home. The employee will receive the
24 equivalent of their full salary for up to a total of twelve (12) weeks, when combined with the
25 employee's accrued leave (except for one (1) week of sick leave and one (1) week of vacation leave).
26 The employee is permitted to use the supplemental leave first. Additionally, the employee may

1 choose to take less than twelve (12) weeks of leave. Supplemental PPL leave is not subject to cash
2 out. An employee who does not return to work for at least six (6) months of continuous service
3 following the leave, will be required to reimburse the County for the supplemental leave funds
4 received.

5 **B. Eligibility** - The benefit is available to all comprehensive leave eligible employees
6 who have been employed with the County for at least six (6) months of continuous service at the time
7 of the qualifying event. If both parents work for the County, then each employee is entitled to up to
8 twelve (12) weeks of PPL.

9 **C. Benefit Period** - PPL must be used within twelve (12) months of the qualifying
10 event. An employee may use PPL on an intermittent or part-time basis, as long as it is consistent
11 with the department's operational needs, and it is approved in writing by the employee's supervisor
12 prior to the leave.

13 **D. Concurrency** - PPL leave will run concurrently with the County's family and
14 medical leave, as well as federal and state family and medical leave laws, to the fullest extent
15 permitted by law.

16 **E. Job Protection** - PPL is protected leave. Barring layoffs, an employee's job cannot
17 be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an
18 employee for participating or planning to participate in the program.

19 **F. Health and Leave Benefits** - The employee will continue to receive all health
20 benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes
21 of contractual overtime calculations, PPL shall be considered the equivalent of sick leave.

22 **ARTICLE 11: MEDICAL, DENTAL, VISION, AND LIFE INSURANCE**

23 **11.1.** The County will provide medical, dental, vision, life, long term disability and
24 accidental death and dismemberment insurance programs for the term of this Agreement, subject to
25 plans modifications by the Joint Labor Management Insurance Committee (JLMIC) during the term
26 of the Agreement. The Guild will sign-off on the 2023-2024 JLMIC benefits agreements and

1 modifications thereto.

2 **11.2.** A newly hired regular, probationary and term-limited temporary employee shall be
3 eligible for receipt of all benefits under the County’s medical, dental, vision, life insurance, long term
4 disability and accidental death and dismemberment insurance programs on the first day of the month
5 following the date the employee commences employment with the County.

6 **ARTICLE 12: UNIFORMS**

7 **12.1. Uniforms** - Employees shall be responsible for required uniforms and equipment issued
8 by the County. Upon presentation by the employee to the Commander/designee of evidence,
9 including the item itself, demonstrating the need for replacement, the Commander/designee may
10 issue a replacement item. The County will provide employees with all required uniforms and safety
11 equipment. The list of required uniform items and required safety equipment will be provided to the
12 Guild by the County and updated when changes are made.

13 **12.2.** The employee shall be held accountable for all uniforms, weapons and duty gear which
14 are issued to the employee by the County. Items which become worn out and/or items which become
15 lost or destroyed as a direct result of the performance of the employee’s duties, or as a result of an
16 occurrence not due to the employee’s intentional act or negligence shall be replaced by the County.
17 Accountable items of clothing or protective devices assigned to an employee which are lost or
18 mutilated as a direct result of that particular employee’s negligence shall be replaced by the
19 employee.

20 **ARTICLE 13: MISCELLANEOUS**

21 **13.1. Mileage** - Employees who have been authorized by the County to use their own
22 transportation for work purposes shall be reimbursed for mileage at the rate established by County
23 ordinance.

24 **13.2. Weapons/Defense Tactics** - All employees shall periodically qualify with a handgun
25 and any other weapon the County authorizes to be used on-duty in accordance with County policy as
26 scheduled by the County. In addition, all employees, upon written request, shall be provided one

1 hundred (100) rounds of practice ammunition per month for their primary duty weapon, and
2 sufficient practice ammunition per month for any other weapon used in the line-of-duty, for practice
3 session(s). Distribution of ammunition shall be pursuant to County policy and provided to employees
4 bi-annually. All ammunition drawn by the employee shall be used by the employee.

5 **13.3. Labor-Management Conference Committee (Committee)** - The County and the Guild
6 shall establish a joint Committee which shall be comprised of participants from both the County and
7 the Guild. Each party shall have the sole right to select its participants. The function of the
8 Committee shall be to meet periodically to discuss issues of general interest and/or concern, as
9 opposed to individual complaints, for the purpose of establishing a harmonious working relationship
10 between the employees, the County and the Guild. Either the County or the Guild may request a
11 meeting of the Committee; however, the party requesting the meeting shall do so in writing listing the
12 issues they wish to discuss. Topics such as Civil Service, commission status, employee development,
13 Equity and Social Justice (ESJ), GOM (General Orders Manual), safety and health, and Standard
14 Operating Procedures (SOP) are examples of appropriate agenda items.

15 **13.4. Leave of Absence for Guild Business** - An employee elected or appointed to office in
16 the Guild which requires all of their time shall be given leave of absence up to one (1) year without
17 pay upon written application.

18 **13.5. Guild Negotiating Committee** - Employees who serve on the Guild Negotiating
19 Committee shall be allowed time off from duty to attend negotiating meetings with the County
20 provided that the members of the Guild Negotiating Committee shall be composed of two (2)
21 members or less; and provided further, that prior approval is granted by the County. Additional
22 members allowed time off to attend negotiations with the County are subject to agreement by the
23 County.

24 **13.6. Guild Business** - With prior approval of the Commander/designee, the Guild President/
25 designee may flex their work schedules or be allowed some reasonable time while on duty status to
26 consult with appropriate County officials and/or aggrieved employees. The Guild representatives

1 shall indicate the general nature of the business to be conducted and request necessary time that will
2 not interfere with their regular duties to conduct Guild business. Guild representatives shall guard
3 against use of excessive time in handling such responsibilities and such business cannot generate
4 overtime. The Guild President/designee will not receive mileage for any travel associated with
5 conducting Guild business.

6 **13.7. Mileage for Training** - The County will pay mileage in accordance with Section 13.1
7 consistent with the County's rules, for travel from home to mandatory training and then to assigned
8 work site when the most direct route possible is traveled and the employee lives no more than fifteen
9 (15) miles outside of the County boundaries. The County will pay mileage under the same
10 circumstances for travel from home to mandatory training and back home when the mandatory
11 training is scheduled on the employee's furlough day.

12 **ARTICLE 14: GRIEVANCE PROCEDURE**

13 **14.1.** The County and the Guild recognize the importance and desirability of settling
14 grievances promptly and fairly in the interest of continued good employee relations and morale. In
15 furtherance of this objective, the County and the Guild shall extend every effort to settle grievances at
16 the lowest possible level of supervision.

17 **14.2.** Employees shall be unimpeded and free from restraint, interference, coercion,
18 discrimination or reprisal in seeking adjudication of their grievances.

19 **14.3.** A grievance shall be defined as a dispute as to the interpretation or application of this
20 Agreement.

21 **14.4.** The Guild shall not be required to press employee grievances if in the Guild's opinion,
22 such lack merit. With respect to the processing, disposition and/or settlement of any grievance,
23 including hearings and final decision of any arbitrator, the Guild shall be the exclusive representative
24 of the employee.

25 **14.5.** Employees, whether Guild members or not, shall have no independent unilateral
26 privilege or right to invoke the grievance procedure.

1 **14.6.** The disposition and/or settlement of any grievance or other matter in dispute as
2 determined by and between the Guild and the County shall be final and binding upon all parties to the
3 dispute.

4 **14.7. STEP 1 – Unit Commander.** A grievance shall be presented by the Guild within thirty
5 (30) calendar days of the occurrence of such grievance to the unit’s Commander. The grievance shall
6 be in writing, and shall specify the contract provisions the Guild argues have been violated, and the
7 factual basis underlying the alleged contract violation. The Commander shall meet with the Guild to
8 discuss the grievance within fifteen (15) calendar days of the receipt of the Step 1 grievance, obtain
9 all relevant facts, discuss the same with relevant personnel and attempt to resolve the matter. The
10 Commander shall present their written decision within fifteen (15) calendar days following the
11 discussion. If the Guild does not pursue the grievance to the next level within fifteen (15) calendar
12 days from the date of the written decision, it shall be precluded from further appeal.

13 **14.8. STEP 2 – Sheriff.** If the grievance has not been satisfactorily resolved, the Guild
14 representative shall advance the grievance to the Sheriff or Designee within fifteen (15) calendar
15 days. Any additional information shall then be presented to the Sheriff or Designee for discussion
16 within fifteen (15) calendar days from receipt of the Step 2 grievance. All letters, memoranda and
17 other written materials previously submitted to lower levels of supervision shall be made available
18 for the review and consideration at this level. The Sheriff or Designee shall meet with the Guild to
19 discuss the grievance within fifteen (15) calendar days of receipt of the advancement to Step 2. The
20 Sheriff or Designee shall make a written decision available to the Guild within fifteen (15) calendar
21 days following the discussion. If the Guild does not pursue the grievance to the next level within
22 fifteen (15) calendar days from the date of the written decision, it shall be precluded from further
23 appeal.

24 **14.9. STEP 3 – Office of Labor Relations.** If the grievance has not been satisfactorily
25 resolved, the Guild representative shall advance the grievance to the King County Office of Labor
26 Relations (OLR) Director or Designee within fifteen (15) calendar days of the Step 2 decision. Any

1 additional information shall then be presented to the OLR Director or Designee for discussion within
2 fifteen (15) calendar days from receipt of the Step 3 grievance. All letters, memoranda and other
3 written materials previously submitted to lower levels of supervision shall be made available for the
4 review and consideration at this level. The OLR Director or Designee shall meet with the Guild to
5 discuss the grievance within fifteen (15) calendar days of receipt of the advancement to Step 3. The
6 OLR Director or Designee shall make a written decision available to the aggrieved employee and the
7 Guild within fifteen (15) calendar days of the Step 3 discussion. If the Guild does not pursue the
8 grievance to the next level within fifteen (15) calendar days from the date of the written decision, it
9 shall be precluded from further appeal.

10 **14.10. STEP 4 – Arbitration.** Either the County or the Guild may request arbitration
11 specifying the exact question which it wishes to be arbitrated, the Section of the Agreement violated
12 and the remedy sought provided such request has been initiated within thirty (30) calendar days from
13 the date of the Step 3 decision. The parties shall then select a neutral third party to serve as an
14 arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator,
15 then the arbitrator shall be selected from a panel of seven (7) names furnished by the Federal
16 Mediation and Conciliation Service (FMCS) or PERC. The arbitrator shall be selected from the list
17 by both the County representative and the Guild representative each alternately striking a name from
18 the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The
19 arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be
20 asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon
21 all parties to the dispute.

22 **14.11.** The arbitrator shall have no power to add to, subtract from, disregard, modify or
23 otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the
24 power only to apply and interpret the provisions of this Agreement in reaching a decision.

25 **14.12.** The arbitrator's fee and expense shall be borne equally by the County and the Guild.
26 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by

1 the County and the Guild. Each party shall bear the full cost of its representation, including
2 attorneys, and any witnesses appearing on its own behalf regardless of the outcome of the arbitration.

3 **14.13.** Temporary, term-limited temporary and probationary employees are employed at will
4 and may be disciplined and discharged from employment at any time without the right to grieve.

5 **ARTICLE 15: EMPLOYEE RIGHTS**

6 **15.1.** All regular employees within the bargaining unit shall be entitled to the protection of
7 the provisions contained in Addendum D “Police Officers’ Bill of Rights”.

8 **15.2.** Rules and Procedures - The County shall furnish each employee with a copy of the
9 County’s Administrative and Personnel policies. The County shall make available at primary duty
10 assignments all basic rules and procedures related to the performance of the duties of that position.

11 **15.3.** Temporary, probationary and term-limited temporary employees are employed at will
12 and can be terminated from employment for any reason, at the discretion of the County, without right
13 of appeal or right to grieve under this agreement. Temporary, probationary and term-limited
14 temporary employees are not covered under the “Police Officers’ Bill of Rights”, referred to in 15.1,
15 or attached as Addendum D.

CBA Code: 226

Union Code(s): K2

ADDENDUM A

to the

AGREEMENT

by and between

KING COUNTY, WASHINGTON

and

KING COUNTY SHERIFF'S OFFICE MARSHALS' GUILD

(Representing King County Marshals)

January 1, 2022, through December 31, 2024

This Addendum is supplemental to the Agreement.

| Job Class Code | PeopleSoft Job Code | Classification | | STEP 6 00-12m | STEP 7 13-24m | STEP 8 25-36m | STEP 9 37-48m | STEP 10 49m + |
|----------------|---------------------|----------------|---------------|------------------|------------------|------------------|------------------|------------------|
| 5103100 | 515101 | County Marshal | 2023 +6% | 36.4745 | 37.3488 | 38.2452 | 39.1631 | 40.1030 |
| | | | 2024 +4.0% | 37.9325 | 38.8427 | 39.7750 | 40.7296 | 41.7071 |

Wage Range - County Marshal pay range is reflected in the wage table above.

General Wage Increases (GWI) - The GWI for 2023 is Six percent (6%). The GWI for 2024 is four percent (4.0%).

Step Movement - The above reflects the time period thresholds for initial step placement and subsequent movement to the next step of the pay range for full-time regular employees. Part-time regular employees will receive step increases based on the above longevity schedule pro-rated to reflect their regular monthly work schedule.

1 Lead Pay - Employees properly assigned, in writing, to the status of Lead, shall receive an
2 hourly premium equal to seven and one-half percent (7.5%) of their hourly base rate of pay for all
3 hours worked during the shift after being assigned as Lead. Leads can be assigned for any duration,
4 as determined by the Commander/designee.

5 Longevity – base pay will be increased by the amount indicated upon completion of the
6 required time working as a County Marshal.

| | |
|------------------------------------|------------------------|
| 7 10 years (120 months) | 3% |
| 8 15 years (180 months) | 3% (For a total of 6%) |

1 **ADDENDUM B**

2 **PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS**

3
4 1. Authorized Employee - The King County Sheriff’s Office will designate an employee
5 responsible for the investigation (“Authorized Employee”) and resolution of employee complaints
6 regarding the payment of wages. Written complaints will be submitted in accordance with King County
7 Sheriff’s Office policies. A response will be provided to the employee within ten (10) business days
8 from the date the complaint is received by the Authorized Employee. If the employee complied with the
9 King County Sheriff’s Office policies regarding timely submission of their pay request, and timely
10 resubmission as necessary, the Authorized Employee will award one hour of straight time pay for each
11 incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, and may
12 issue an appropriate additional remedy for late payment beyond one pay period up to a total maximum
13 amount equal to the underlying pay at issue. If the employee does not agree with the resolution of the
14 complaint, the employee may, if within ten (10) business days of receipt of the response from the
15 Authorized Employee, submit the issue to the Payroll Review Board.

16 2. The Payroll Review Board - The Payroll Review Board will consist of one KCSO Chief
17 appointed by the Sheriff and one Guild representative from the bargaining unit representing the
18 employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board
19 the facts relating to the complaint. If the Board finds that the employee complied with the King County
20 Sheriff’s Office policies regarding timely submission of their pay request, and timely resubmission as
21 necessary, the Board 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, if not previously awarded by the Authorized
23 Employee, and may issue an appropriate additional remedy for late payment beyond one pay period, if
24 not previously awarded by the Authorized Employee, up to a total maximum amount equal to the
25 underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by
26 the Authorized Employee must be unanimous. A decision on each case presented to this Board must be

1 issued within five (5) business days of the presentation by the Authorized Employee. The Authorized
2 Employee will communicate the decision of the Board to the employee who filed the complaint. If the
3 Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a
4 mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review
5 Board is unable to agree on a third person, the winner of a coin toss will select the third person.

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

8 4. Collective Bargaining Agreement - The Payroll Review Process is separate from and not
9 subject to the grievance process outlined in the collective bargaining agreements covering the employees
10 represented by the Guild. Matters submitted to the Payroll Review Board may not be submitted to the
11 collective bargaining agreement grievance process. Disputes arising out of the collective bargaining
12 agreement, that meet the contractual definition of a “grievance”, remain subject to the contractual
13 grievance process.

14 5. This agreement, along with the collective bargaining agreements as modified by this
15 agreement, and relevant current MOUs modifying the collective bargaining agreement, constitute the
16 full and complete agreement between the parties with respect to payment of wages in the County, and a
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1 **ADDENDUM C**

2 **PERFORMANCE EVALUATION APPEAL PROCESS**

3 If an employee challenges the fairness or accuracy of their annual performance evaluation, the
4 evaluation may be appealed by the employee in writing within 10 business days of the employee's
5 receipt of such evaluation. It will then be discussed/reviewed between the supervisor and reviewer.

6 If a suitable solution cannot be reached, the employee may appeal to the Section
7 Commander/Manager of the unit. The employee may appeal the Commander/Manager's decision to
8 the third step of the appeal process. At each step of the process, the employee shall have 10 business
9 days in which to appeal to the next step in writing (from the date of receipt of the decision, or
10 expiration of the timeframe). The Supervisor and Commander/Manager review should result in a
11 written determination within 10 days of receiving the issue, or the employee may appeal to the next
12 step.

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

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

21 Anyone involved in the review of the appeal may not sit on the panel. The employee shall be
22 solely responsible for presenting their perspective of the appraisal to the panel. The individual
23 responsible for evaluating the employee shall be solely responsible for presenting their perspective to
24 the panel.

25 The panel may issue an oral opinion at the time of the hearing, or deliver its opinion in writing
26 within seven working days to the parties via email. The panel reviews the relevant evidence and

1 votes to either modify the appraisal or preserve the original appraisal.

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ADDENDUM D
POLICE OFFICERS' BILL OF RIGHTS (attached)