

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

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

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

**ARTICLE 1: PURPOSE**

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

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

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

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

13 Vacation, sick leave, holidays and health care benefits for temporary and term limited  
14 employees shall be governed by King County Code, Section 3.12.

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

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

24 Provided, however, employees who hold genuine religious beliefs or tenets which object to  
25 membership in the Union, as provided by state and federal law, shall not be required to tender those  
26 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an  
27 amount of money equivalent to regular union dues and initiation fee to a non-religious charity  
28 mutually agreed upon between the public employee and the Union. The employee shall furnish

1 written proof that payment to the agreed upon non-religious charity has been made. If the employee  
2 and the Union cannot agree on the non-religious charity, the Public Employment Relations  
3 Commission shall designate the charitable organization. It shall be the obligation of the employee  
4 requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for  
5 such exemption.

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

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

12 The signatory organization will indemnify, defend, and hold the County harmless against any  
13 claims made and against any suit instituted against the County on account of any check-off of dues for  
14 the signatory organization. The signatory organization agrees to refund to the County any amounts  
15 paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

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

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

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

11 D. assigning and directing the work force;

12 E. developing and modifying class specifications;

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

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

15 H. reducing the work force;

16 I. establishing reasonable work rules;

17 J. assigning the hours of work;

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

20 L. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system  
21 is vested exclusively in King County. Implementation of such system may include, but is not limited  
22 to, the conversion of wages and leave benefits into hourly amounts and changes to scheduled pay  
23 dates. The parties recognize King County's exclusive right to make necessary changes to the payroll  
24 system, consistent with Appendix F.

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

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

28 O. Assigning bargaining unit work to any member of the bargaining unit, consistent with

1 other provisions in this collective bargaining agreement.

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

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

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

15 R. Performance Review: Consistent with the authority retained in Article 3, Section B supra,  
16 King County has the right to develop and implement a performance evaluation system consistent with  
17 King County Sheriff's Office policies and procedures.

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

1 **ARTICLE 4: HOLIDAYS**

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

3

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 RCW  
26 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day  
27 per week operation shall observe the following four (4) holidays on the specific dates listed below.  
28 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 day shall be granted on the first of  
10 October and one day on the first of November of each year. These days can be used in the same  
11 manner as any vacation day earned.

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

14           **Section 6. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits  
15 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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Full Years of Service	Maximum Annual Leave in Days
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 (8  
28 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 Addendum  
20 A and shall also include longevity incentive pay for those who receive it. The hourly rate shall be  
21 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 shall forfeit the excess accrual prior to  
2 December 31st of each year.

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

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

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1 **ARTICLE 6: SICK LEAVE**

2       **Section 1. Accrual:** Regular full-time employees, and regular part-time employees who  
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each  
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that  
5 sick leave shall not begin to accrue until the first of the month following the month in which the  
6 employee commenced employment. The employee is not entitled to sick leave if not previously  
7 earned.

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

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

15       **Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits  
16 accrued by an employee.

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

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

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

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

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

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

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

- 14           A. Employee illness;
- 15           B. Employee disability due to pregnancy or childbirth;
- 16           C. Employee exposure to contagious diseases and resulting quarantine;
- 17           D. Employee keeping medical, dental, or optical appointments;
- 18           E. Employee caring for a child under the age of eighteen (18) with a health condition  
19 that requires treatment or supervision (pursuant to RCW 49.12.270);
- 20           F. As required under state or federal law;
- 21           G. To volunteer in a child's school for up to a maximum of 3 days on the conditions  
22 set forth in the King County Personnel Guidelines.

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

- 24           A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)  
25 of bereavement leave a year due to the death of members of their immediate family.
- 26           B. Regular, full-time employees who have exhausted their bereavement leave, shall be  
27 entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when death  
28 occurs to a member of the employee's immediate family.

1 C. Bargaining unit members shall be granted benefits consistent with all provisions of  
2 King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Appendix C.  
3 This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

4 D. In cases of family care where no sick leave benefit is authorized or exists, the  
5 employee may be granted leave without pay, consistent with the terms of King County's FMLA  
6 Ordinance, No. 13377, King County Code 3.12.220.

7 E. In the application of any of the foregoing provisions, holidays or regular days off  
8 falling within the prescribed period of absence shall not be charged against accrued sick leave.

9 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave  
10 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of  
11 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)  
12 additional hours credited to their vacation account. Employees who have used more than sixteen (16)  
13 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their  
14 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

15 **Section 14. Prescribed Period of Absence:** Holidays or regular days off falling within the  
16 prescribed period of absence will not be charged against accrued sick leave.

1 **ARTICLE 7: WAGE RATES**

2           **Section 1. Rates of Pay:** Wage rates for 2009 shall be as listed in Addendum A. Wage rates  
3 for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the  
4 standard 40-hour workweek.

5           **Section 2.** Effective January 1, 2010 all wage rates in effect for the classifications listed in  
6 Addendum A shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W,  
7 September 2008 to September 2009; provided, however, that the amount produced by application of  
8 the foregoing shall not be less than 2% nor greater than 6%. Also effective January 1, 2010, this  
9 Article will open and remain open on the issue of COLA for 2011 and 2012 until the issue of COLA  
10 is bargained and ratified. This Article is also open to bargain the effects (if any) of the Administrative  
11 Services Classification Compensation Study with Union Coalition members.

12           **Section 3.** Effective July 1, 2010, the wage range for the Polygraph Examiner classification  
13 will move from Range 64 to Range 65 (a one range increase from July 1, 2009) and the wage range  
14 for the Evidence Specialist classification will move from range 41 to range 42 (a one range increase  
15 from July 1, 2009), consistent with Addendum A. Employees will move to the new ranges step to  
16 step.

17           **Section 4. Work Out of Class:** King County may assign an employee to work out of class  
18 whenever an employee is assigned, in writing (such assignments must be in writing), by the division  
19 manager or his/her designee, to perform the duties of a higher classification for a period of one full  
20 working day or more, that employee shall be paid at the first step of the higher class or a minimum of  
21 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time  
22 spent while so assigned. Additional compensation shall not exceed the maximum of the salary range  
23 for the assigned classification. King County may assign employees to perform the work of a lower  
24 classification, but while so assigned, the employee will be paid at the rate of his/her normal  
25 classification, consistent with Article 3(O.) and the attached Memorandum of Understanding on this  
26 subject, document code 190U0206.

27           **Section 5. Lead Worker Pay:** Employees assigned, in writing, by the division manager or  
28 his/her designee to perform lead worker duties, shall be compensated at a rate which is five percent

1 (5%) greater than their regular rate for all time so assigned.

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

8 **Section 6. Salary on Promotions:** Any employee who is promoted to a higher classification  
9 shall receive the beginning step for the higher classification or the next higher salary step as would  
10 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

11 **Section 7. Employee Incentive/Career Development:**

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

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

20 **A. Translation**

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

26 Those employees named on such list are eligible and qualified to perform  
27 translation/interpreting services for the department and are eligible to receive a five hundred dollar  
28 (\$500) (flat monthly rate of \$41.67 converted to an hourly figure) per year premium for such services.

1 Payment will be made for the calendar year no later than the first pay period in April of the year.  
2 Employees who are placed on the eligibility list after January 1st of any given year shall be paid a  
3 prorated share of the five hundred dollars (\$500) yearly premium (flat monthly rate of \$41.67  
4 converted to an hourly figure). Employees who are placed on the eligibility list after January 1st of  
5 any given year shall be paid such premium the month following placement on such list.

6 The intent of this provision is to compensate employees who may be called upon by their  
7 departments on a regular basis to provide interpreting/translation services. It does not apply to any  
8 employee whose class specification or job description requires such skills, and it is not intended that  
9 people who are expected to do casual informal interpreting be placed on the list of employees eligible  
10 for the premium. State Certification is at the employee's expense.

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

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

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

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

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

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

## 28 B. Training

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

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

8                   Supervisors and lead workers are not eligible for this premium. This section is not subject to  
9 the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

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

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

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

19                   c) Supervisors, leads, and those whose primary job duty is training, are  
20 not eligible for this premium.

### 21                   C. Budgetary Savings

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

1 Request for the "bonus"/performance pay must be made by the employee within sixty (60)  
2 days of the action taken by the employee or within sixty (60) days the budgetary savings is realized by  
3 the particular department, whichever is greater.

4 The employee requesting this "bonus"/performance pay has the burden of providing  
5 documentation as proof to the department that the cost savings was realized and that this employee  
6 was responsible.

7 If a group of employees takes credit for the savings revenue or if more than one employee  
8 requests the "bonus" (performance pay) for the same action, the department Director or designee shall  
9 submit to the union a list of those employees the department believes appear to be eligible and the  
10 union will select the employee who will receive the "bonus" or will respond with a recommendation  
11 for dividing up the "bonus".

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

#### 16 D. Education

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

21 Associate's Degree	(2 year Degree)	\$30 month premium (converted to hourly figure)
22 Bachelor's Degree	(4 year Degree)	\$40 month premium (converted to hourly figure)
23 Master's Degree		\$50 month premium (converted to hourly figure)

24  
25  
26 This section is subject to the grievance procedure.

27 **Section 8. Longevity Pay:** Employees working in job classifications in the King County  
28 Sheriff's Office, who were receiving longevity pay prior to the date of ratification by the King County

1 Council, shall continue to receive longevity pay, including future longevity step increases, provided  
2 that they have not reached the top longevity step of twelve years (\$82.25), so long as they continue to  
3 work in a job classification which was eligible for longevity pay. Those employees who were hired  
4 prior to December 14, 1992 and who are working in job classifications in the King County Sheriff's  
5 Office which would have been eligible for longevity pay shall receive longevity pay at such time as  
6 they would have become eligible for such pay, so long as they remain in a job classification which  
7 was eligible for longevity under the previous collective bargaining agreement.

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

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

13  
14  
15 B. Longevity shall be paid beginning from the first of the month following the month  
16 the employee first qualified for the program.

17  
18 **Section 9. Shift Differentials:** The value of the shift differential has been rolled over into the  
19 base wage of bargaining unit employees who previously received such differential, and is included in  
20 the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive  
21 shift differential as a separate premium.

22 **Section 10. Reinstated Employees:**

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

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

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

11                   **Section 11.** The parties have bargained King County's 2005 proposed changes to the King  
12 County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby  
13 incorporated into this Agreement.

14                   **Section 12. King County Sheriff's Office AFIS employees:** Employees assigned to the  
15 KCSO AFIS unit in the Technical Services Division are eligible to receive the following premium  
16 pays upon written certification by the International Association for Identification (IAI) in the  
17 following areas, provided:

18                   **A.** The employee must submit a request to test using the process proscribed by KCSO.

19                   **B.** The employee must submit a written request for premium with written verification  
20 of certification using the process proscribed by KCSO. Premiums will be prospective. No retroactive  
21 payments will be made.

22                   **C.** The employee may receive only the highest premium for which he/she qualifies.

23                   **D.** Premium payments cease when certification expires. The employee must be  
24 recertified and submit a new request to KCSO to continue receiving a premium upon recertification.

25

AFIS Certificates	
Ten Print Certification	24¢ per hour (approximately \$40 per month)
Latent Print Certification	29¢ per hour (approximately \$50 per month)

26  
27  
28

1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:**

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

4

5

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

6

7

8

9

10

11 Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate

12 calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

13 **Section 2. Callouts:** A callout is defined as an unexpected, unscheduled order to return to

14 work after the employee has left the facility. Work scheduled in advance shall not be subject to the

15 provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each

16 call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall

17 be allowed at overtime rates.

18 **A. Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall

19 be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked

20 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the

21 purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it

22 will be considered a shift extension for court. Employees will be compensated for the amount of time

23 spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees

24 subpoenaed to court while on furlough or vacation.

25 **B. Training:** In the event that the department requires an employee to attend a

26 mandatory training session, and such training is not directly before or after a shift or during a shift,

27 then a two (2) hour minimum callout will be paid.

28 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department

1 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a  
2 regularly scheduled work day for the individual crew.

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

6 **Section 5. Work Week:** For the purpose of calculating overtime compensation, an  
7 employee's work week shall be defined as beginning with the first day of work after a furlough day  
8 and continuing for a total of seven (7) consecutive days; provided, the above provisions will not apply  
9 during normal quarterly shift rotation or in bona fide emergency situations.

10 **Section 6. Compensatory Time:** In lieu of overtime pay, an employee may request, in  
11 writing, prior to working the overtime, compensatory time at the rate of time and one half for each  
12 hour of overtime that was worked, provided: all comp time must be authorized by Department  
13 management. If denied, the overtime work will be compensated with overtime pay. A denial of a  
14 request to be compensated for overtime hours worked with comp time rather than overtime pay is  
15 within the discretion of management and is not subject to the grievance procedure of this collective  
16 bargaining agreement, but may be discussed in Labor Management Meetings.

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

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

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

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

28 D. The parties agree that a "reasonable period" of time, as referred to above, and as

1 defined by the Fair Labor Standards Act (FLSA), is no longer than six (6) months after the employee  
2 has made the request to use accrued comp time.

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

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

8           **Section 7. Voluntary Training:** Employees who request training on a voluntary basis will  
9 not be paid for study time associated with said training, nor will overtime compensation be paid for  
10 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
11 training schedule, provided, however, employees who are required to attend by the Department will  
12 be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the  
13 overtime provisions of this agreement.

14           **Section 8. Executive Leave:** Employees who are both FLSA and contract overtime exempt  
15 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,  
16 consistent with King County policies, rules and procedures for the assignment and use of such leave.  
17 This leave must be taken the year it was awarded, and may not be carried over from year to year.

18           **Section 9.** Overtime-eligible employees who receive work related calls at home on their off  
19 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)  
20 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

21           **Section 10. KCSO Remote call out:** When a KCSO computer-related problem requires an  
22 overtime-eligible employee who is the "on call" person in the Computer Resource Unit (CRU) to log  
23 on to a computer from somewhere other than a King County work site, (including but not limited to  
24 home, car, restaurant, etc.) the employee will receive a minimum two (2) hours of pay (this will be at  
25 the overtime rate as long as it qualifies as overtime under the overtime provisions of the collective  
26 bargaining agreement) for all time on the computer for eight (8) minutes or more. All work  
27 performed during that two (2) hours is included in that two-hour minimum, regardless of the number  
28 of calls.

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

11           **Section 11. Reopener:** King County may reopen this Article if requested in writing during  
12 the life of this collective bargaining agreement to bargain any changes (or effects) required by King  
13 County’s Accountable Business Transformation (ABT) Program.

1 **ARTICLE 9: HOURS OF WORK**

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

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

10 In the exercise of this prerogative, department management will establish schedules to meet  
11 the dictates of the workload, however, nothing contained herein will permit split shifts.

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

16 Beginning July 1, 2009, Community Service Officers will be scheduled to work eight (8) hour  
17 days that include a paid meal period.

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

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

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

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

- 5 A. No change to the situation, allowing a half-time position to continue.
- 6 B. Fill the vacant half-time position with temporary help.
- 7 C. Expand the half-time position to a full-time position, as long as the employee is  
8 given sixty (60) calendar days notice of the employer's intent to so expand.

9 **Section 6. Reopener:** King County may reopen this Article if requested in writing during the  
10 life of this collective bargaining agreement to bargain any changes (or effects) required by King  
11 County's Accountable Business Transformation (ABT) Program.

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

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

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1 **ARTICLE 11: MISCELLANEOUS**

2       **Section 1. Leave of Absence for Union Employment:** An employee elected or appointed to  
3 office in a local of the signatory organization which requires a part or all of his/her time shall be given  
4 leave of absence up to one (1) year without pay upon application.

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

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

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

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

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

26       **Section 7. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
27 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of  
28 time necessary for such assignment. If they have four hours or more left on their shift at the

1 completion of the jury duty assignment for the day, they shall report to their work location and  
2 complete the day shift. Once the employee is released for the day, or more than one day, then he/she  
3 is required to contact the supervisor who will determine if he/she is required to report for duty,  
4 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
5 he/she shall not be required to report for work on that particular day.

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

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

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

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

19 **Section 9. Essential Personnel:** The Sheriff's Office has reviewed its policies with respect  
20 to employees considered essential personnel, with the goal of including as few non-commissioned  
21 employees as reasonably necessary to meet the needs of King County and the Sheriff's Office.  
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1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

12 **Procedure**

13 ***Step 1 - Immediate Supervisor:*** A grievance shall be presented by the aggrieved employee,  
14 or his/her representative if the employee wishes, on a Union grievance form within 14 calendar days  
15 of the act or omission giving rise to the grievance, to the employee's immediate supervisor.

16 The grievance must:

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

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

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

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

9           **Step 4 - Human Resources Division Director of the Department of Executive Services:** If,  
10 after thorough evaluation, the decision of the department director has not resolved the grievance, the  
11 grievance may be presented to a committee comprised of: one representative from the Union, one  
12 representative from the Department, and a Human Resources, Department of Executive Services,  
13 Labor Relations representative who shall also act as Chair. The Union representative and/or the  
14 Department representative may be subject to challenge for cause.

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

25           By mutual agreement, the parties may call in a mediator in place of the grievance panel and  
26 the Human Resources Division Director of the Department of Executive Services, to attempt to  
27 resolve the dispute. The parties shall jointly select the mediator, who will hear both sides of the  
28 dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to

1 any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good  
2 faith mediation and nothing the mediator says shall be admissible in an arbitration.

3 By mutual agreement the parties may either waive this Step (in writing) or by mutual  
4 agreement the Human Resources Division of the Department of Executive Services, Labor Relations  
5 representative may do a review of the file and the union's arguments and issue a prompt written  
6 decision.

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

8 **Step 5 - Arbitration:** Either the County or the Union may request arbitration within thirty (30)  
9 days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time  
10 specify the exact question which it wishes arbitrated. The parties shall then select a third  
11 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
12 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the  
13 American Arbitration Association or the Federal Mediation and Conciliation Service, or by another  
14 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County  
15 representative and the Union, each alternately striking a name from the list until one name remains.  
16 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a  
17 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

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

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

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

12 Written reprimands may not be used for purposes of progressive discipline once three (3)  
13 years have passed from the date the reprimand was issued, and the employer has documented no  
14 similar problems with the employee during this three (3) year time period. In those instances where  
15 disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed  
16 discipline involves suspension or termination of the employee, the grievance procedure will begin at  
17 Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will  
18 begin at the next appropriate step.

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

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

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

1 **ARTICLE 13: BULLETIN BOARDS**

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

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1 **ARTICLE 14: NON-DISCRIMINATION**

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

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

8       Grievances under this article may proceed through Step 4 only and may not go to arbitration.  
9 The employee's right to file a complaint with an administrative agency under the appropriate County,  
10 State, or Federal law is not limited by this Article but such rights are subject to the appropriate  
11 statutes of limitations contained in such laws.

1 **ARTICLE 15: SAVINGS CLAUSE**

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

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

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

11       **Section 2. Union Responsibilities:** Upon notification in writing by the County to the  
12 signatory organization that any of its members are engaged in a work stoppage, the signatory  
13 organization shall immediately, in writing, order such members to immediately cease engaging in  
14 such work stoppage and provide the County with a copy of such order. In addition, if requested by  
15 the County, a responsible official of the signatory organization shall publicly order such signatory  
16 organization employees to cease engaging in such a work stoppage.

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

- 19               1. Discharge.
- 20               2. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 17: WAIVER CLAUSE**

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

8           The parties agree that in the event they enter into memoranda of understanding during the life  
9 of this agreement, such agreements are binding when signed by authorized representatives of the  
10 parties. No ratification process is required.

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

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

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

15 **Section 3. Re-Employment List:** The names of laid off employees will be placed in order of  
16 layoff (with the employees with the most seniority as defined above placed at the top of the list) on a  
17 Re-employment List for the classification previously occupied. The Re-employment List will remain  
18 in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs  
19 first.

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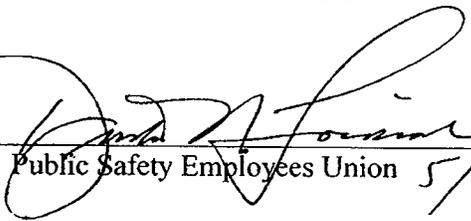
1 **ARTICLE 19: DURATION**

2 This Agreement shall be effective from January 1, 2009 after ratification by both parties, and  
3 remain effective through December 31, 2012. 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, 2012.

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8 APPROVED this 12th day of June, 2009.

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11 By:   
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13 King County Executive

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17 SIGNATORY ORGANIZATION:

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21 Public Safety Employees Union 5/21/09