

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

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

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

9 **ARTICLE 1: PURPOSE**

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

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

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

24 Temporary and term-limited temporary employees (defined in Appendix B (Definitions))
25 however, are covered only by Article 7 (Wages) Sections 1, 2, 4 and 6 and Addendum A (Wage
26 Rates) of this collective bargaining agreement. No other provision in this collective bargaining
27 agreement applies to temporary or term-limited temporary employees. Except that Article 7 Section
28 6D (Education) applies to TLT employees but not to temporaries.

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

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

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

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

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

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

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

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

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

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

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

11 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

21 D. assigning and directing the work force;

22 E. developing and modifying class specifications;

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

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

25 H. reducing the work force;

26 I. establishing reasonable work rules;

27 J. assigning the hours of work;

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

1 emergency.

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

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

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

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

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

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

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

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

1 King County Sheriff's Office policies and procedures.

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

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1 **ARTICLE 4: HOLIDAYS**

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

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

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

29

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

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

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

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

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

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

1 **ARTICLE 5: VACATIONS**

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

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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
28 (8 hour, 7.5 hour, or 7 hour).

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

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

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

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

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

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

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

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

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

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

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

16 **ARTICLE 6: SICK LEAVE**

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

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

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

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

1 accrued by an employee.

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

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

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

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

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

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

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

27 A. Employee illness;

28 B. Employee disability due to pregnancy or childbirth;

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

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

9 A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
10 of bereavement leave per occurrence due to the death of members of their immediate family.

11 B. Regular, full-time employees who have exhausted their bereavement leave, shall
12 be entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when
13 death occurs to a member of the employee's immediate family.

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

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

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

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

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

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

2 **ARTICLE 7: WAGE RATES**

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

5 **Section 2.** Effective January 1, 2016 all wage rates in effect for the classifications listed in
6 Addendum A received a cost of living increase of 2.25% in accordance with the King County and
7 Union Coalition "Total Compensation" Memorandum of Agreement, Document Code:
8 000U0414_TotalComp_2015-2016.

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

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

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

27 **Section 5. Salary on Promotions:** Any employee who is promoted to a higher classification
28 shall receive the beginning step for the higher classification or the next higher salary step as would