

Coalition Labor Agreement (CLA) - Appendix for 464
Agreement Between King County
And
Public Safety Employees Union
Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office

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This Appendix, along with the Coalition Labor Agreement (CLA), constitutes an agreement between King County (the County) and Public Safety Employees Union (PSEU), the terms of which have been negotiated in good faith, between King County and the Union subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT

Section 1.1. 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.

Section 1.2. The CLA shall apply to the individual bargaining unit's employees as follows:

A. The Preamble in its entirety.

B. All Superseding and non-superseding provisions, unless otherwise noted in this Appendix or in the CLA.

C. The following CLA article does not apply to this bargaining unit:

Article 18 "Job Posting"

Article 46 "Waiver and Complete Agreement"

Section 1.3. For ease of reference, the following provision, which was previously listed in this Appendix, are covered in their entirety by the CLA.

- Bilingual Pay pursuant to CLA Article 40

ARTICLE 2: UNION RECOGNITION AND ROSTER

Section 2.1. The County Council recognizes the Union as representing those regular full-time and regular part-time career service, civil service and probationary employees whose job classifications are listed in attached Addendum A (Wage Rates). The County also recognizes the Union as representing those temporary and term-limited temporary employees (as opposed to regular employees) whose job classifications are listed in attached Addendum A (Wage Rates), and who

meet Washington State Public Employment Relations Commission's definition of "employee".

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

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

Section 2.2. Bargaining Unit Roster: The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) business days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department and salary.

ARTICLE 3: RIGHTS OF MANAGEMENT

Section 3.1. It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to:

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

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

C. disciplining employees, including the suspension, demotion, or dismissal of employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of CLA Article 26 and CLA Article 27;

D. assigning and directing the work force;

E. developing and modifying class specifications;

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

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

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

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

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

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

N. Requiring employees to serve a period of probation that does not exceed one year, except that to the extent permitted by law, the probationary period shall be automatically extended for any absence from work, or any period during which the employee cannot perform all the essential functions of the job, that extends longer than ten (10) work days.

O. Assigning bargaining unit work to any represented employee of the bargaining unit, consistent with other provisions in this collective bargaining agreement.

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

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

Q. Early Intervention Systems (EIS): Consistent with the authority retained in Article 3.1, King County has the right to develop and implement an EIS system consistent with King County Sheriff's Office policies and procedures.

R. Performance Review: Consistent with the authority retained in Article 3.1, King County has the right to develop and implement a performance evaluation system consistent with King County Sheriff's Office policies and procedures.

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

ARTICLE 4: HOLIDAYS

Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided in Article 10 of the CLA, in addition to the below provisions.

Section 4.1. Date of Observance: Employees who work in a twenty-four hour, seven day per week operation shall observe the following five (5) holidays on the specific dates listed 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:

Holiday	Date of Observance and Overtime Payment
New Year's Day	First of January
Juneteenth	Nineteenth of June
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-fifth of December

Section 4.2. If Holiday falls on furlough: If a holiday (as defined in Article 10 of the CLA) falls on an eligible hourly employee's furlough day, the employee is entitled to either schedule eight (8) hours off some other time (to be scheduled like vacation) or to receive an extra eight (8) hour's pay at the employee's hourly base rate at the employer's option.

Section 4.3. Holiday Overtime Payment: All hourly employees shall take holidays on the

day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall receive up to eight (8) hours straight time holiday pay (prorated to reflect their normal workweek), plus time-and-one-half their base hourly rate of pay for any shift that begins on a holiday as a holiday premium.

Section 4.4. Pro-Rata Benefits: Regular part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.

ARTICLE 5: VACATION LEAVE USAGE

Section 5.1. Employees covered by this Labor Agreement shall be eligible for vacation leave with pay pursuant to Article 9 and Article 32 of the CLA, in addition to the below provisions.

Section 5.2. Leave Increments: For overtime eligible employees, vacation, sick leave and unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department director or their appointed designee.

Section 5.3. Excess Vacation: Is pursuant to Article 9 and Section 32.2 Vacation Leave Cap provisions of the CLA, except as modified below. All employees may continue to accrue additional vacation beyond the maximum specified in Article 9 and Section 32.2 of the CLA if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees shall use or forfeit excess vacation accrual prior to the pay period that includes December 31st of each year. Employees may carryover excess vacation accrual only when express approval is granted by the Sheriff or their designee.

Section 5.4. Vacation Preference: In accordance with past practice, vacation shall be granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee with the approval of the Division Commander for the King County Sheriff's Office. Employees who are transferred involuntarily, and who have already had their vacation request approved as specified above, will be allowed to retain that vacation period regardless of their seniority within the new shift, squad, or unit to which they are transferred.

Section 5.5. Inclement Weather: In situations involving "unusual occurrences" and/or inclement weather, the published standard KCSO policy and "County Operations During Emergency Situations and Inclement Weather" Bulletin Number: 2011-0009, as amended, will be followed. The

above policies will be adhered to, except that employees who cannot come to work due to the “unusual occurrence,” and/or weather conditions will be allowed to use compensatory time, vacation time, or leave without pay to cover such absences.

ARTICLE 6: WAGE RATES

Section 6.1. Rates of Pay: Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

Section 6.2. All wage rates in effect for the classifications listed in Addendum A will receive increases in accordance with the CLA.

Section 6.3. Salary on Promotion, Hire or Transfer: Any employee who is promoted to a higher classification shall receive at least the beginning step for the higher classification or the next higher salary step as would constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended. Additionally, the appointing authority may place a newly hired, or transferred Employee, at the first step upon hire, or a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

Section 6.4. *Employee Incentive/Career Development:*

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

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

A. Budgetary Savings

Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year as a

1 “bonus”/performance pay, when an employee demonstrates to the department Director or designee
2 that the employee has taken action or recommended action that has resulted in cost savings or
3 additional revenue for the department to which the employee is assigned. Such savings/additional
4 revenue must be a minimum of \$1,000 to qualify for this, “bonus”/performance pay. Request for
5 such a “bonus”/performance pay must be made initially with the employee’s immediate supervisor
6 who will make a written recommendation that will proceed up the chain of command.

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

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

13 If a group of employees takes credit for the savings revenue or if more than one employee
14 requests the “bonus” (performance pay) for the same action, the department Director or designee
15 shall submit to the union a list of those employees the department believes appear to be eligible and
16 the union will select the employee who will receive the “bonus” or will respond with a
17 recommendation for dividing up the “bonus”.

18 This section is not subject to the CLA Article 26 grievance procedure, except that if the
19 department determines that such action has resulted in savings/additional revenue of a minimum of
20 one thousand dollars (\$1,000) and the one hundred dollars (\$100) “bonus” is not paid, this action may
21 be grieved.

22 **B. Education:** The department will pay to qualified employees a premium of forty-
23 five to sixty-five dollars (\$45 to \$65) per month (see below), provided that the employee has obtained
24 an A.A., B.A. or M.A. degree from any accredited state college. Such premiums will not be paid if
25 the degree constitutes a minimum requirement of the position.

Associate's Degree	(2 year Degree)	\$ 45 month premium
Bachelor's Degree	(4 year Degree)	\$ 55 month premium
Master's Degree		\$ 65 month premium

This section is subject to the grievance procedure.

Section 6.5. Longevity Pay: Employees working in job classifications in the King County Sheriff's Office, who were receiving longevity pay prior to July 23, 2015, shall continue to receive longevity pay, including future longevity step increases, provided that they have not reached the top longevity step of twelve years (\$82.25), so long as they continue to work in a job classification which was eligible for longevity pay. Those employees who were hired prior to December 14, 1992 and who are working in job classifications in the King County Sheriff's Office which would have been eligible for longevity pay shall receive longevity pay at such time as they would have become eligible for such pay, so long as they remain in a job classification which was eligible for longevity under the previous collective bargaining agreement that expired on December 31, 1994.

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

During the 7th and 8th year of service	\$20.50 per month
During the 9th and 10th year of service	\$41.25 per month
During the 11th and 12th year of service	\$61.50 per month
After 12 years of service	\$82.25 per month

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

Section 6.6. Shift Differentials: The value of the shift differential has been rolled over into the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive shift differential as a separate premium.

Section 6.7. Reinstated Employees:

A. Reinstatement Within One Year: Employees who are reinstated pursuant to Civil Service Rules within one calendar year of the date they left County service shall, upon

1 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion
2 of six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the
3 same salary step that they were on when they left service plus any step advancement due for the
4 addition of the current service.

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

12 **Section 6.8.** The parties have bargained King County's 2005 proposed changes to the King
13 County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby
14 incorporated into this Agreement.

15 **Section 6.9. King County Sheriff's Office AFIS employees:** Employees assigned to the
16 KCSO AFIS Section in the Criminal Investigation Division are eligible to receive the following
17 premium pays upon written certification by the International Association for Identification (IAI) or
18 other certifying body approved by KCSO provided:

19 **A.** Upon written request, KCSO will reimburse eligible and qualified employees for
20 up to one testing/application fee per year to certify or recertify for an approved certification.
21 Reimbursement will be made after taking the test, but is not dependent on a passing score.

22 **B.** The employee must submit a written request for premium with written verification
23 of certification using the process prescribed by the KCSO. Premiums will be prospective from the
24 date of request. No retroactive payments will be made.

25 **C.** The employee may receive only one premium for which the employee qualifies.

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

Certification Premiums		
Certification	Eligibility	Amount
Tenprint Examiner	Tenprint Unit Identification Supervisors or Operations Managers	\$40 per month
Latent Print Examiner	Latent Print Supervisors or Operations Managers	\$50 per month
Forensic Photographer	Photo Unit Identification Supervisors	\$30 per month

Section 6.10. IAI Membership Dues: Upon request of the employee, the County will pay employees' individual annual membership dues to the IAI.

ARTICLE 7: OVERTIME

Section 7.1. Overtime: Contractual overtime shall be paid to hourly employees for all actual hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. "Actual hours worked" excludes all sick leave. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay as specified in the Addendum A wage table plus and any applicable pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 7.2. Off-Duty Training, Meetings, or Court Appearances: The provisions of this section apply only for the purposes of mandatory training, meetings, or court appearance events outside of scheduled work hours. A minimum of four (4) hours of pay at the contractual overtime rate shall apply to hourly employees required to attend events while on furlough or vacation, or when required to return to work outside of regularly scheduled work hours. If the event is directly before or after a shift, and extends a regularly scheduled work day, it will be considered a shift extension and employees will be compensated for the amount of time spent before or after their shift.

Section 7.3. Training Shift Pay: In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a

1 shift, then a two (2) hour minimum at the contractual overtime rate will be paid.

2 **Section 7.4. Overtime Authorization:** All overtime shall be authorized by the Department
3 Director or their designee in writing. Saturday and Sunday work is not overtime when it is a
4 regularly scheduled work day.

5 **Section 7.5. Minimum Standards Set By Law:** If any provision of this article conflicts with
6 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal
7 FLSA, then those minimum standards shall apply.

8 **Section 7.6. Compensatory Time:** In lieu of overtime pay, an employee may request, in
9 writing, prior to working the overtime, compensatory time at the rate of time and one half for each
10 hour of overtime that was worked, provided: all comp time must be authorized by Department
11 management. If denied, the overtime work will be compensated with overtime pay. A denial of a
12 request to be compensated for overtime hours worked with comp time rather than overtime pay is
13 within the discretion of management and is not subject to the grievance procedure of the Coalition
14 Labor Agreement, but may be discussed in Labor Management Meetings.

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

16 **A.** A maximum of forty (40) straight time hours may be accrued in the calendar year.

17 **B.** All overtime hours worked by an employee whose comp time balance is already at
18 the above-referenced maximum will be compensated with overtime pay.

19 **C.** Compensatory time must be used during the calendar year in which it is accrued
20 unless this is not feasible due to work demands. The employee may then request, and the department
21 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

22 **D.** Employees will be paid in the pay period that includes December 31 for all
23 accrued compensatory time not carried over into the following year.

24 **E.** Compensatory hours that have been carried over must be used within the first
25 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

26 **F.** When an employee requests to use accrued comp time, comp time will be
27 equivalent to vacation leave. It will be scheduled and used like vacation time, and the same
28 operational and staffing considerations will apply. When such a request is submitted, it will be

1 granted within a reasonable period of time after such request, unless to do so will “unduly disrupt”
2 the operations of the department.

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

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

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

11 **Section 7.7. Voluntary Training:** Employees who request training on a voluntary basis will
12 not be paid for study time associated with said training, nor will overtime compensation be paid for
13 workdays that extend beyond the normal contractual workday if said workday is part of the normal
14 training schedule. provided, however, employees who are required to attend by the Department will
15 be paid their hourly base rate of pay for attending training plus any overtime, if applicable, pursuant
16 to the overtime provisions of this agreement. If an employee seeks professional development
17 opportunities under CLA Article 12, they must obtain advance approval for scheduling and time
18 away from work.

19 **Section 7.8. Executive Leave:** Employees who are both FLSA and contract overtime exempt
20 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,
21 consistent with King County policies, rules and procedures for the assignment and use of such leave.
22 This leave must be taken the year it was awarded, and may not be carried over from year to year.

23 **Section 7.9.** Overtime-eligible employees who receive work related calls at home on their off
24 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)
25 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

26 **ARTICLE 8: HOURS OF WORK**

27 **Section 8.1.** The working hours of the full-time classifications affected by this Agreement
28 shall be the equivalent of forty (40) hours per week.

1 **Section 8.2. Work Schedules:** The establishment of reasonable work schedules, work
2 locations and starting times is vested solely within the purview of department management and may
3 be changed from time to time provided a two (2) calendar week prior notice of change is given,
4 except in those circumstances over which the Department cannot exercise control. PROVIDED: the
5 required two (2) calendar week notification period shall not commence until the employee has
6 received verbal or written notification of the proposed change.

7 In the exercise of this prerogative, department management will establish schedules and/or
8 locations to meet the dictates of the work load, however, nothing contained herein will permit split
9 shifts.

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

14 For hourly employees receiving paid meal periods and/or intermittent rest periods, this
15 agreement specifically supersedes in total the State provisions regarding meal and rest periods for
16 Employees, and as such, these employees do not receive a designated meal or rest period. Hourly
17 employees receiving a paid meal period will be entitled to meal and rest periods only as described in
18 this agreement, and not those provided by State law.

19 **Section 8.3. Temporary Schedule Change Following a Major Incident:** For safety and
20 health reasons, bargaining unit employees who handle a major incident or perform a significant body
21 of work at or after 10:30 p.m. may request a temporary change of schedule following a major
22 incident. Such requests will not be unreasonably denied. *Applies to FLSA exempt employees only.

23 **Section 8.4. Minimum Standards:** If any provision in this article shall conflict with the
24 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

25 **Section 8.5. Employee Requests:** Work schedules may be altered, upon written request of
26 the employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by
27 the employee and management, for so long as the parties agree in writing.

28 **Section 8.6. Job Sharing:** If two employees in the same job classification and work site

wish to job share one (1) full-time position, they shall submit such a request in writing to their immediate supervisor. The immediate supervisor shall submit such request to the Precinct Commander, Division Chief, or Division Manager. The request shall be transmitted to the Department Director or Sheriff/Director. The Department Director or Sheriff shall have ninety (90) calendar days from the date the Department Director or Sheriff receives the request to review the request and either approve or deny the request for job sharing. Employees who job share one full-time position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as other half-time County employees. In the event that one of the job-sharing employees terminates their employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

ARTICLE 9: MISCELLANEOUS

Section 9.1. Access to Premises: The Employer administration shall afford Union representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

Section 9.2. Loss of Personal Effects: Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at department expense, not to exceed \$150.00.

Section 9.3. Mandatory Higher Education: Employees who are required to obtain additional formal education beyond that initially required for employment shall be allowed time off

1 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion
2 of management.

3 **Section 9.4. Essential/Mission Critical Personnel:** The Sheriff's Office has reviewed its
4 policies with respect to employees considered essential/mission critical personnel, with the goal of
5 including as few non-commissioned employees as reasonably necessary to meet the needs of King
6 County and the Sheriff's Office.

7 **Section 9.5. Professional Opportunities:** CLA Provisions in Article 18 regarding Job
8 Postings shall not apply to this bargaining unit. Bargaining unit employees may apply for other
9 professional opportunities within the KCSO. If after applicable Civil Service and County testing,
10 there is no bargaining unit employee within the top-scoring pool of applicants to be considered under
11 the County's application of the relevant Civil Service rules, then the highest scoring bargaining unit
12 employee on the civil service list shall be added to the pool of applicants eligible for consideration.
13 Should there be a tie for highest score in that situation, the most senior represented employee shall be
14 placed in the pool.

15 **Section 9.6. Lateral Transfers:** As outlined in the General Orders Manual (GOM), prior to
16 the initiation of any selection process to fill a vacant bargaining unit position, regular employees of
17 the bargaining unit, whose classification is the same as that of the vacant position, shall be given the
18 opportunity to submit an application for transfer to be considered for the vacant position.

19 **Section 9.7. Annual Performance Evaluations and Appeal:** If an employee challenges the
20 fairness or accuracy of their annual performance evaluation, the evaluation may be appealed by the
21 employee in writing within fourteen (14) calendar days of the employee's receipt of such evaluation.
22 It will then be discussed/reviewed between the supervisor and employee. If a suitable solution cannot
23 be reached, the employee may appeal to the Section Commander/Manager of the unit. The employee
24 may appeal the Commander/Manager's decision to the third step of the appeal process. At each step
25 of the process, the employee shall have fourteen (14) calendar days in which to appeal to the next
26 step in writing (from the date of receipt of the decision, or expiration of the timeframe). The
27 Supervisor and Commander/Manager review should result in a written determination within fourteen
28 (14) calendar of receiving the issue, or the employee may appeal to the next step.

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

4 The employee must specifically point out to the panel which parts of the evaluation are being
5 appealed. A copy of the evaluation and identification of the specific portions of the evaluation that
6 are the subject of the appeal shall be provided via email to panel members in advance of the hearing.
7 Additional documentation may be provided by the reviewer or appellant for the panel's
8 consideration, and should be provided in advance of the hearing if possible. Anyone involved in the
9 review of the appeal may not sit on the panel. The employee shall be solely responsible for
10 presenting their perspective of the appraisal to the panel. The individual responsible for evaluating
11 the employee shall be solely responsible for presenting their perspective to the panel.

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

15 **Section 9.8. Appearing at Civil Service, PERC, and Arbitration Hearings:** Employees who
16 are directly involved with Civil Service, PERC and Arbitration Hearings may be allowed to attend
17 without loss of pay provided prior permission is granted by the Employer or their designee.

18 **Section 9.9. Probationary Period:** All newly hired, reinstated, and promoted employees
19 must serve a probationary period as defined in RCW 41.14 and Civil Service Rules. To the extent
20 permitted by law, the probationary period shall be automatically extended for any absence from
21 work, or any period during which the employee cannot perform the essential functions of the job, that
22 extends longer than ten (10) work days. As the above specify that the probationary period is an
23 extension of the hiring process, the provisions of this Article will not apply to employees if they are
24 discharged during their initial probationary period, or are demoted during the promotional
25 probationary period for performance related issues. Grievances brought by probationary employees
26 involving issues other than discharge or demotion may be processed in accordance with this Article.

ARTICLE 10: NON-DISCRIMINATION

Pursuant to CLA Article 38 Equal Employment Opportunity.

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

Grievances under this Article and/or CLA Article 38 Equal Employment Opportunity may proceed through Step 3 only and may not go to arbitration. The employee's right to file a complaint with an administrative agency under the appropriate County, State, or Federal law is not limited by this Article, and/or by CLA Article 38 Equal Employment Opportunity, but such rights are subject to the appropriate statutes of limitations contained in such laws.

ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 11.1. No Work Stoppages: The employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 11.2. Union Responsibilities: Upon notification in writing by the County to the Union that any of its represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such represented employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union employees to cease engaging in such a work stoppage.

Section 11.3. Disciplinary Action: Any employee who commits any act prohibited in this article will be subject to the following action or penalties:

1. Discharge.

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

ARTICLE 12: WAIVER CLAUSE

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

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

ARTICLE 13: REDUCTION-IN-FORCE

Section 13.1. Layoff Procedure: Employees laid off as a result of a reduction in force shall be laid off according to inverse seniority within the classification, with the employee with the least time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff within the Department with the same classification seniority, the Department head will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are temporary employees serving in the class or position for which the regular or probationary employee is eligible and available. Each employee will have an adjusted service date based on their length of service within their classification and Department.

Section 13.2. Reversion to Previously Held Positions: In lieu of layoff, a regular or probationary employee may on the basis of classification seniority, bump the least senior employee in any lower level position (within the department and bargaining unit) formerly held by the employee designated for layoff, provided that the employee exercising their right to bump has more seniority in the classification than the employee who is being bumped.

Section 13.3. Re-Employment List: The names of laid off employees will be placed in order of layoff (with the employees with the most seniority as defined above placed at the top of the list) on

1 a Re-employment List for the classification previously occupied. The Re-employment List will
2 remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever
3 occurs first.

4 **ARTICLE 14: OFFICE OF LAW ENFORCEMENT OVERSIGHT**

5 **Section 14.1.** The parties have fully negotiated all bargaining obligations regarding King
6 County Ordinance 18500 and King County Code 2.75. The parties further agree that the Employer
7 has the right to create, develop, implement, or modify policies and procedures for the Office of Law
8 Enforcement consistent with County Ordinance 18500 and King County Code 2.75. The Union
9 agrees to adopt the OLEO language that is adopted by ordinance or determined by an arbitrator
10 pursuant to RCW 41.56.450 for the KCPOG Collective Bargaining Agreement.

For Public Safety Employees:

Signed by:

Dustin Frederick

CDC093582462460...

Dustin N. Frederick

Business Manager

For King County:

DocuSigned by:

Josh Marburger

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Josh Marburger

Office of Labor Relations, Executive Office

ADDENDUM A - WAGES AND STEP PROGRESSION**Union Code: H11**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
2810200	281318	Administrator II	56	1-2-3-4-5-6-7-8-9-10 *
2131300	214315	Business and Finance Officer III	62	1-2-3-4-5-6-7-8-9-10 *
2131400	214416	Business and Finance Officer IV	67	1-2-3-4-5-6-7-8-9-10 *
2504100	251201	Communications Operations Manager	70	1-2-3-4-5-6-7-8-9-10 *
2501400	252406	Communications Specialist IV	64	1-2-3-4-5-6-7-8-9-10 *
5232400	527301	AFIS Operations Manager	70	1-2-3-4-5-6- **
2440200	244302	Program Supervisor I	53	1-2-3-4-5-6-7-8-9-10 *
2440300	244403	Program Supervisor II	58	1-2-3-4-5-6-7-8-9-10 *
5231200	523202	Identification Supervisor	58	1-2-3-4-5-6 **
2631400	264004	Inventory Control Manager	70	1-2-3-4-5-6-7-8-9-10 *
5232200	523402	Latent Print Supervisor	63	1-2-3-4-5-6 **
2441200	243318	Project/Program Manager III	63	1-2-3-4-5-6 **
2441400	243416	Project/Program Manager IV	68	1-2-3-4-5-6 **
7331200	736408	IT Project Manager II	72	1-2-3-4-5-6-7-8-9-10 *
7305100	739103	IT Services Manager I	75	1-2-3-4-5-6-7-8-9-10 *
7332100	736605	IT Supervisor I	72	1-2-3-4-5-6-7-8-9-10 *
7332200	736703	IT Supervisor II	75	1-2-3-4-5-6-7-8-9-10 *
7334100	736903	Research and Technology Supervisor – Sheriff’s Office	72	1-2-3-4-5-6-7-8-9-10 *
* These Steps equate to Steps 1-2-3-4-5-6-7-8-9-10 on the King County “Squared” Table.				
** These Steps equate to Steps 1-2-4-6-8-10 on the King County “Squared” Table.				

1 **1.** Merit pay above top step is in accordance with the County’s Performance Appraisal and
2 Merit Pay System Manual (Merit Plan), as amended.

3 **2.** Employees covered by this CBA who start at Step 1, shall advance from Step 1 to Step 2

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1 upon completion of six (6) months of service regardless of the length of probation. Advancement to
2 the next step after the 6 month step increase is at management's discretion if the employee is hired
3 above Step 1. Thereafter on each January 1st, the employee will receive a step increase according to
4 the wage addendum until they have reached the top step of their range. The KCSO has the right to
5 place employees on probation for a period of up to one (1) year.

6 **3.** Term-Limited Temporary Employees do not serve probation and shall automatically
7 advance through the steps of their salary range in accordance with the King County Contingent
8 Worker Manual, as amended. Term-limited temporary and temporary employees are employed at will
9 and are not subject to the just cause requirement under the CLA. Short-term temporary employees are
10 not eligible for step increases.

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

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

ADDENDUM B

DEFINITIONS

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

1. Party:

One of three parties to this collective bargaining agreement, King County Sheriff's Office, King County, or Public Safety Employees Union.

2. Regular Full-Time Position:

"Regular Full-Time Position" means a regular position which has an established work schedule of not less than forty (40) hours per week in those work units in which a forty (40) hour week is standard.

3. Regular Part-Time Position:

"Regular Part-Time Position" means a regular position in which the part-time regular employee is employed for at least one thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which a forty hour work week is standard.

4. Temporary Position:

"Temporary Position" means a position which is not a regular position as defined in this Addendum and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this Addendum and short-term (normally less than six months) temporary positions in which a temporary employee works less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is standard.

4. Temporary Employee:

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

5. Term-Limited Temporary Position:

"Term-Limited Temporary Position" means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-

routine, substantial body of work, for a period greater than six months.

6. Term-Limited Temporary Employee:

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

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

ADDENDUM C
PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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

10 **2. Authorized Employee:** Within 30 days following the effective date of an ordinance to
11 appropriate funds for settlement of *Covey, et al v. King County*, King County Superior Court Cause No.
12 02-2-08317-0 SEA, the King County Sheriff's Office will designate an employee responsible for the
13 investigation ("Authorized Employee") and resolution of employee complaints regarding the payment of
14 wages. Written complaints will be submitted in accordance with King County Sheriff's Office policies.
15 A response will be provided to the employee within ten (10) business days from the date the complaint is
16 received by the Authorized Employee. If the employee complied with the King County Sheriff's Office
17 policies regarding timely submission of their pay request, and timely resubmission as necessary, the
18 Authorized Employee will award one hour of straight time pay for each incident of overtime that is paid
19 one pay period beyond the date noted in Paragraph 1 above, and may issue an appropriate additional
20 remedy for late payment beyond one pay period up to a total maximum amount equal to the underlying
21 pay at issue. If the employee does not agree with the resolution of the complaint, the employee may, if
22 within ten (10) business days of receipt of the response from the Authorized Employee, submit the issue
23 to the Payroll Review Board.

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

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

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

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

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

ADDENDUM D

SICK LEAVE AND OVERTIME

1 **1.** The King County Sheriff's Office has a longstanding past practice of including paid leave as
 2 "hours worked" for purposes of calculating hourly overtime compensation rates, but excluding paid
 3 sick leave from such calculation. The exclusion of sick leave in calculating this rate is mandated by
 4 the last sentence of Article 7 section 1 ("Actual hours worked" excludes all sick leave.)

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

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

10 **4.** This agreement does not constitute a change in contract language, but merely a temporary
 11 change in practice, or a suspension of the contract language in question. The "status quo," for
 12 purposes of collective bargaining, remains the current language found in Article 7 Section 1.

ADDENDUM E

5/2 – 5/3 WORK SCHEDULE IN DATA UNIT

Facts: 1. The average number of workdays per year in a 5/2-5/3 schedule is 243.3.

2. The average number of workdays in a normal 5/2 schedule with twelve (12) holidays is 260.7.

3. The differential of seventeen-point-four (17.4) days off is made up by compensation of the twelve (12) contractual holidays paid on the 5/2-5/3 furlough schedule.

4. After inclusion of these holidays there remains a differential of five-point-four (5.4) additional days off. This differential is recovered (made up) by requiring the affected employees to work the five (5) extra days during the calendar year as factored into their assigned shift/furlough schedule.

Article 8, Section 4 of the PSEU Non-Commissioned Professional Employees - Supervisory collective bargaining agreement (CBA) provides for agreements with respect to “alternative work schedules” “mutually agreed to” by the employee and management, “for so long as the parties agree, in writing”. This Agreement is consistent with this provision.

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

1. Management will clearly outline the hours the employee is expected to work.

2. The alternative work schedule must not increase the need for overtime, and employee availability to work overtime must not be reduced.

3. Vacation and sick leave shall be used on an hour for hour basis.

4. Overtime continues to be paid after forty (40) hours in a week, consistent with the terms of the current CBA.

5. The employer may cancel the alternative work schedule arrangement and revert back to the traditional 5/2 schedule for any reason with thirty (30) calendar days written notice to the affected employee. The decision to take an employee off the alternative work schedule and put them back on a 5/2 schedule may not be grieved under CLA Article 26 Grievance Procedure.

6. The following terms apply to the experimental 5/2 5/3 schedule in the KCSO Data Unit:

a. KCSO will put together a schedule consistent with the numbers outlined in Facts above.

b. Holidays: The current CLA Article 10 and Appendix Article 4 will apply to employees working a 5/2 5/3 schedule.

This Agreement is not intended to supplement Article 8, section 4 of the current CBA. It does not replace any provision of the current CBA.