



King County
Metropolitan King County Council
Law, Justice, Health and Human Services Committee

STAFF REPORT

Agenda Item:	4	Name:	Nick Wagner
Proposed No.:	2011-0214	Date:	June 8, 2011
Invited:	Lance King, Labor Negotiator, King County Office of Labor Relations Mark Hawley, President, King County Court Protection Guild		

SUBJECT

A proposed new collective bargaining agreement between King County and the King County Court Protection Guild (“KCCPG”).

SUMMARY

Proposed Ordinance 2011-0214 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the King County Court Protection Guild for the period from 1 January 2011 through 31 December 2011 (pp. 7-43 of these materials), covering 31 County Marshals in the Sheriff’s Office who provide security for county buildings, including the King County Courthouse, the Maleng Regional Justice Center, and outlying District Courts.

BACKGROUND

This bargaining unit’s previous CBA ran from 1 January 2009 through 31 December 2011. The proposed new CBA is, in large part, a one-year rollover of the previous agreement, with the exceptions noted below.

KEY CONTRACT PROVISIONS

A. Pay Range and COLA

The pay range for this bargaining unit remains unchanged at Range 47 on the King County 10 Step Hourly Squared Schedule (CBA App. A, p. 43 of these materials).¹

The employees of this bargaining unit, along with more than 90 percent of the county’s employees, have agreed to forgo a cost of living adjustment (COLA) for 2011.

¹ Range 47 extends from \$23.28 to \$29.51 per hour.

B. Compensatory Time

The proposed new CBA raises the ceiling on accrual of compensatory time, and the ceiling on the carryover of compensatory time from year to year, from 40 hours to 60 hours. (CBA § 4.5, pp. 15-16 of these materials)

C. Option to Assign to Bus Tunnel Security

Section 5.1.1 of the new CBA (p. 18 of these materials) allows, but does not require, the county to assign members of this bargaining unit to provide security for Sound Transit and Metro in the Seattle bus tunnel and other locations.

D. Transition to Biweekly Pay

Addendum A of the new CBA (pp. 45-46 of these materials) creates a process for the transition of this bargaining unit from semi-monthly pay to biweekly pay.

E. Consistency with Labor Policies

The proposed CBA appears to be consistent with the County's adopted labor policies.²

FISCAL IMPACT

According to the Executive's Fiscal Note (p. 57 of these materials), the new CBA is expected to have no fiscal impact.

The Executive's transmittal letter (pp. 59-60 of these materials) describes the CBA as being within the county's capacity to finance.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 59 of these materials)

ATTACHMENTS

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² Although the proposed new CBA was not transmitted to the Council until about four months after the previous CBA expired, the Contract Summary (p. 53 of these materials) states that the parties had reached agreement before the previous CBA expired.

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 5, 2011

Ordinance

Proposed No. 2011-0214.1

Sponsors

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and King County Court Protection Guild (Court
4 Protection - County Marshals) representing employees in
5 the King County sheriff's office; and establishing the
6 effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and King County Court Protection Guild (Court Protection - County
10 Marshals) representing employees in the King County sheriff's office and attached hereto
11 is hereby approved and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 January 1, 2011, through and including December 31, 2011.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement by and between King County and King County Court Protection Guild--
January 1, 2011 through December 31, 2011, B. Addendum A - Transition to Biweekly Pay, C.
Addendum B - Payment Practices and Payroll Complaint Process, D. Addendum C - Motion No. 7854

Attachment A

1 AGREEMENT
2 by and between
3 KING COUNTY, WASHINGTON
4 And
5 KING COUNTY COURT PROTECTION GUILD
6 January 1, 2011 through December 31, 2011

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AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
KING COUNTY COURT PROTECTION GUILD
January 1, 2011 through December 31, 2011

THIS AGREEMENT is by and between the KING COUNTY, WASHINGTON, hereinafter referred to as the County, and King County Court Protection Guild, hereinafter referred to as the Guild.

ARTICLE 1: GENERAL

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

1.2. Non-Discrimination - The County and the Guild shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation or any sensory, mental or physical disability.

1.3. Work Stoppages and County Protection - The County and the Guild 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 Guild 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 Guild shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining

1 unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent
2 without authorized leave shall be considered as an automatic resignation. Such resignation may be
3 rescinded by the Department Director if the employee presents satisfactory reasons for his/her
4 absence within three (3) calendar days of the date his/her automatic resignation became effective.

5 1.3.1. Upon notification in writing by the County to the Guild that any of its members are
6 engaged in a work stoppage, the Guild shall immediately, in writing, order such members to
7 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
8 In addition, if requested by the County, a responsible official of the Guild shall publicly order such
9 Guild's members to cease engaging in such a work stoppage.

10 1.3.2. Any employee who commits any act prohibited in this Article shall be subject, in
11 accordance with the County's Work Rules to discharge, suspension or other disciplinary action as
12 may be applicable to such employee.

13 1.4. Waiver Clause - The parties acknowledge that each has had the unlimited right within the
14 law and the opportunity to make demands and proposals with respect to any matter deemed a proper
15 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
16 within this Agreement. Therefore, the County and the Guild, for the duration of this Agreement, each
17 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not
18 specifically referred to or covered in this Agreement.

19 1.5. Savings Clause - Should any part hereof or any provisions herein contained be rendered
20 or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a
21 court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
22 invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall
23 meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain
24 in full force and effect.

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

2 2.1. Recognition - The County recognizes the Guild as the exclusive bargaining
3 representative for those employees whose job classifications are listed in the attached Appendix "A".

4 2.2. Guild Membership - It shall be a condition of employment that all employees covered by
5 this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on
6 the thirtieth (30th) day following the beginning of such employment, become and remain members in
7 good standing in the Guild, or pay an agency fee to the extent permitted by law.

8 2.2.1. Employees with a bona fide religious objection to union membership shall not be
9 required to become and remain members in good standing in the Guild, but shall be required to
10 contribute an amount equal to the regular monthly Guild dues and initiation fees to a non-religious
11 charity mutually agreed upon by the employee and the Guild. In the event that an agreement cannot
12 be reached between the employee and the Guild, the Public Employment Relations Commission shall
13 decide the charity. The employee shall every thirty (30) days furnish proof that such payment has
14 been made.

15 2.2.2. Failure by an employee to satisfy the provisions of paragraph 2.2 or 2.2.1 above shall
16 constitute cause for dismissal provided the Guild makes a written request for discharge, verifying that
17 the employee received written notification of the delinquency and notification that no-payment within
18 thirty (30) days will result in discharge by the Employer.

19 2.3. Dues Deduction - Upon receipt of a written authorization individually signed by a
20 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
21 of dues as certified by the Secretary of the Guild and shall transmit the same to the Treasurer of the
22 Guild.

23 2.4. The Guild shall indemnify, defend and hold the County harmless against any claims
24 made and against any suit instituted against the County on account of any checkoff of dues for the
25 Guild. The Guild shall refund to the County any amounts paid to it in error on account of the check-
26 off provision upon presentation of proper evidence thereof.

27 2.5. Visitation Rights - Authorized representatives of the Guild may, after notifying the
28 Manager/designee, visit the work location of employees covered by this Agreement at reasonable

1 times.

2 2.6. Bulletin Boards - The County and the Guild shall cooperate to insure that adequate space
3 on the County's premises is provided for posting of announcements of meetings, election of officers
4 and any other official Guild material.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 3.1. The Guild recognizes the prerogatives of the County to operate and manage its affairs in
3 all respects in accordance with its responsibilities and powers of authority.

4 3.2. The County shall have the right to schedule overtime work as required.

5 3.3. Every incidental duty is not always specifically described in the job description.

6 3.4. The County reserves the right to discipline regular employees for just cause.

7 3.5. The County reserves the right to layoff regular personnel for lack of work, lack of funds,
8 or reasons of efficiency.

9 3.6. The County shall have the right to determine work shifts and schedules and to establish
10 the methods and processes by which such work is performed.

11 3.7. Nothing under this Agreement shall be construed as delegating to others or reduce or
12 abridge the following management responsibilities and rights:

13 • The responsibility of the County for determining classifications, assigning
14 employees to classifications, determining the status and tenure of employees, establishing work rules,
15 initiating and promoting employees, transferring employees, and certifying payrolls;

16 • The responsibility of the County governed by Charter provisions, Ordinances, and
17 Administrative Guidelines for Career Service Employees which include, but are not limited to the
18 following:

- 19 - To suspend, demote, discharge, withhold wage increases, reduce wage steps
20 or take other disciplinary action against regular employees for just cause;
- 21 - To relieve employees from duties because of lack of work, lack of funds, or
22 reasons of efficiency;
- 23 - To determine the methods, means, and employees necessary for operations;
- 24 - To control the departmental budget; and
- 25 - To take whatever actions are necessary in emergencies in order to assure the
26 proper functioning of the department.
- 27 - To implement a biweekly pay system consistent with Addendum A that will
28 change scheduled pay dates and convert pay and benefits into hourly

1 increments.

2 3.8. Furlough Reopener - King County may open this collective bargaining agreement upon
3 written request any time during the life of this collective bargaining agreement for the purpose of
4 bargaining (to the extent required by law) the effects of a King County decision to impose furlough
5 and/or building closures and/or reduction of hours of operation.

6 3.9. Reopener for Transfer - King County retains the right to reopen any provision in this
7 collective bargaining agreement necessary to bargain (to the extent required by law) the effects of a
8 decision to transfer work from outside this bargaining unit to the Court Protection Guild bargaining
9 unit. The Union supports this transfer of work and will work with King County to accomplish this
10 goal as expeditiously as possible. The discussion regarding this possible transfer of work may
11 include but is not limited to the following issues identified by the parties:

- 12 • Officer safety and staffing issues related to District Court and overtime
- 13 • Lateral hiring and pay
- 14 • Transfer procedures/post assignment
- 15 • Overtime assignments
- 16 • Use of temporaries
- 17 • Seniority
- 18 • Lead assignments

19 3.10. Performance Reviews - Consistent with the authority retained in Article 3, King County
20 has the right to develop and implement a performance evaluation system consistent with King County
21 Sheriff's Office policies and procedures.

22 3.11. Early Intervention Systems (EIS) - Consistent with the authority retained in Article 3,
23 King County has the right to develop and implement an EIS system consistent with King County
24 Sheriff's Office policies and procedures.

25 3.12. Civilian Review - King County has the right to create, develop and implement a system
26 of civilian review and an Office of Law Enforcement Oversight (KC OLEO) consistent with King
27 County Ordinances.

28 3.13. Civil Service and Career Service - King County retains the right to bargain changes or

1 effects - to the extent required by law - to King County Civil Service Rules and Career
2 Service/Personnel Rules, and may propose such changes at any time. Such proposals may be
3 discussed in labor/management meetings or any forum acceptable to the parties.
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1 **ARTICLE 4: WAGES AND OVERTIME**

2 4.1. The classifications of employees covered by this Agreement and the corresponding rates
3 of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

4 4.2. Except as otherwise provided in this Article, employees assigned to five (5) day, eight (8)
5 hour shifts shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-
6 time hourly rate of pay for all hours worked in excess of eight (8) hours in one (1) day or forty (40)
7 hours in a workweek; employees assigned to four (4) day, ten (10) hour shifts shall be paid at the rate
8 of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay for all hours
9 worked in excess of ten (10) hours in one (1) day, or forty (40) hours in a workweek.

10 4.3. A minimum of four (4) hours at the overtime rate shall be allowed for each regular
11 employee called back. Where such overtime exceeds four (4) hours, the actual hours worked shall be
12 paid at the overtime rate.

13 4.3.1. A call-back is defined as any situation where the regular employee has left work and is
14 subsequently contacted and required to return to work prior to the employee's next scheduled work
15 shift.

16 4.3.2. Scheduled overtime is not a call-back and shall be paid at the straight time rate until the
17 regular employee qualifies for overtime pursuant to Section 4.2. Scheduled overtime shall include
18 occasions where an employee is required to report to work earlier than previously scheduled and
19 works their regular shift.

20 4.3.3. The Saturday or holiday court calendar at the Regional Justice Center shall be
21 considered a call back as defined under Section 4.3.

22 4.4. All overtime shall be authorized in advance by the Manager/designee in writing, except
23 in emergencies.

24 4.5. Compensatory Time - With mutual agreement of the County and the regular employee,
25 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time
26 may be accrued to a maximum of sixty (60) hours. Requests to use compensatory time will be
27 approved unless the employee's absence during the period requested will unduly disrupt the
28 operations of the Department. Compensatory time accrued shall be used during the calendar year in

1 which it is earned unless such utilization is not feasible due to the work demands of the position, in
2 which case the employee may request and the Manager/designee may approve the carryover of a
3 maximum of sixty (60) hours of accrued compensatory time to the next calendar year. Carried-over
4 compensatory hours must be used within the first quarter of the new year.

5 4.6. Compensatory Time Cash Out - On each May 31 and November 30, employees with
6 accrued compensatory time will be permitted to request cash out of all, or a portion of such time, to
7 the half hour, if they so desire. Payments will be made as soon as practicable, but no later than the
8 second paycheck following the request.

9 4.7. Accountable Business Transformation (ABT) Program Reopener - King County retains
10 the right to reopen this Article if requested in writing during the life of this collective bargaining
11 agreement, to bargain - to the extent required by law - any changes required by King County's ABT
12 Program.

1 **ARTICLE 5: HOURS OF WORK**

2 5.1. The standard work schedule for regular full-time employees shall consist of either five
3 (5) consecutive workdays not to exceed eight (8) hours each, inclusive of a meal period, not to exceed
4 forty (40) hours per week; or four (4) workdays, not to exceed ten (10) hours each, inclusive of a meal
5 period, not to exceed forty (40) hours per week. Each work schedule will include work time for
6 donning and doffing of their uniform, and for reporting to their assigned post. The hours of work of a
7 regular full-time employee may be changed consistent with Section 5.1.1 and 5.2.

8 The King County Sheriff's Office may place an employee or group of employees on a 4/10
9 work schedule (working four 10-hour days) when the King County Sheriff's Office decides that it is
10 beneficial and operationally prudent to do so, as long as each of the following conditions are met:

11 A. Any such schedule change will be effective on a date determined in writing by the
12 King County Sheriff's Office for the duration determined in writing by the King County Sheriff's
13 Office.

14 B. Personnel assigned to work a 4/10 schedule shall work four (4) ten (10) hour days,
15 with one regularly scheduled day off, as assigned, in a forty (40) hour week. The King County
16 Sheriff's Office shall notify employees of their precise work schedules and furlough days while on the
17 4/10 schedule.

18 C. Employees working the 4/10 schedule shall observe the same paid holidays as
19 described in Article 7 of the applicable collective bargaining agreement.

20 D. Employees working a 4/10 schedule shall be paid at the rate of one and one-half
21 times the regular rate of pay for all hours worked in excess of ten (10) hours in one day, inclusive of
22 the lunch period, or forty (40) hours in one week.

23 E. Vacation and sick leave shall be used on an hour for hour basis. Example:
24 Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will
25 be subtracted from her/his vacation week.

26 F. The King County Sheriff's Office may cancel the 4/10 schedule with thirty (30)
27 calendar days written notice to the affected employees. If the four/ten (4/10) schedule is cancelled,
28 the employee will revert to her/his prior schedule.

1 G. The King County Sheriff's Office will notify the employees affected by this
2 change of its expectations related to this change in schedule.

3 5.1.1. Upon County notice to the Guild of the work hours associated with security for Sound
4 Transit and METRO, in the bus tunnel and other locations, the hours of work provisions will be
5 revised to reflect the hours involved. The King County Sheriff's Office will notify the employees
6 affected by this change of its expectations related to this change in schedule. Assignments will be
7 made in accordance with Article 6.8.

8 5.1.2. Should King County decide to implement a change in building or court hours, King
9 County will meet to discuss the impact of such change on the bargaining unit.

10 5.1.3. Temporary employees will be assigned days and hours of work as needed by the
11 County.

12 5.2. The County will assign each regular employee a regular starting time which can be
13 changed with seven (7) days notice, or with less notice if 1) a four (4) hour minimum is paid, or 2) the
14 time worked is a shift extension at the end of shift.

15 5.3. Employees performing a full eight (8) hour shift or a full ten (10) hour shift shall be
16 allowed a one-half (1/2) hour meal period and two (2) fifteen (15) minute paid rest periods.
17 Employees working less than an eight (8) hour shift shall be eligible for meal periods and breaks in
18 accordance with law.

19 5.4. Change of Work Schedules - Upon written request of an employee(s) and with prior
20 written approval of the Manager/designee, a work schedule for an employee(s) may be modified or a
21 shift traded with another employee.

22 5.5. Alternative Work Schedules - During the term of the Agreement, the Guild and/or
23 County may desire a work schedule(s) that is different than the standard work schedule provided
24 under Section 5.1 herein. The addition of work schedules are subject to collective bargaining by the
25 parties' authorized representatives.

26 5.6. Accountable Business Transformation (ABT) Program Reopener - King County retains the
27 right to reopen this Article if requested in writing during the life of this collective bargaining agreement,
28 to bargain - to the extent required by law - any changes required by King County's ABT Program.

1 **ARTICLE 6: SENIORITY**

2 6.1. Regular Employees shall be afforded the right to utilize their classification seniority as
3 hereinafter defined for the purposes specifically provided for within this Agreement.

4 6.2. An employee shall be recognized as having attained seniority and regular employment
5 status when such employee shall have successfully completed a probation period twelve (12)
6 consecutive months. Upon completion of the employee's probation period s/he shall be assigned a
7 classification seniority date which shall be the date when s/he first commenced his/her twelve (12)
8 month probation.

9 6.2.1. In the event that an employee is laid off during his/her twelve (12) month probation
10 period and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days
11 from the employee's date of layoff; s/he shall then be credited with all days previously worked for
12 purposes of satisfying his/her twelve (12) month probation status and establishing his/her resultant
13 classification seniority date.

14 6.2.2. Regular employees shall continue to accrue seniority during an absence caused by an
15 industrial injury or illness. An employee who is unable to work because of a non-work related injury
16 or illness shall not accumulate seniority during such absence of thirty (30) or longer unpaid calendar
17 days.

18 6.2.3. Regular employees on an approved unpaid leave of absence of thirty (30) continuous
19 calendar days or longer shall not accumulate seniority credits during such absence.

20 6.2.4. When a regular employee is, or has been, promoted or transferred from the bargaining
21 unit to another job so as to be excluded from coverage by this Agreement, such employee may be
22 returned to the unit by the County and s/he shall resume his/her seniority which s/he had as of the date
23 of promotion or transfer; provided however, in the event any such employee remains outside of the
24 bargaining unit for a period exceeding twelve (12) months, s/he shall not have his/her bargaining unit
25 seniority restored upon his/her return to the bargaining unit.

26 6.3. Classification seniority shall be defined as a regular employee's total length of service
27 within a classification(s) covered by this Agreement. Classification seniority shall include time spent
28 prior to January 1, 1996 working as a Court Security Officer in the King County Courthouse.

1 Effective January 1, 2003, regular part-time employees will accrue seniority at a rate of half of what a
2 full-time employee earns. Any seniority ties will be determined by hire test scores with the employee
3 having the higher test score being more senior.

4 6.4. Seniority rights shall be forfeited for either of the following causes:

- 5 • Discharge for just cause.
- 6 • Resignation; provided however, in the event an employee who has completed
7 his/her twelve (12) month probation period is rehired to a classification covered by this Agreement
8 within twelve (12) months from the date of his/her resignation, that employee shall then be credited
9 with all his/her seniority credits previously existing on his/her last day worked.

10 6.5. Reduction in Work Force Procedure - In the event of a reduction-in-force, the County
11 shall layoff the employee who has the least seniority within the classification. Employees originally
12 hired or promoted into the bargaining unit on the same date shall be laid off based on merit. Prior to
13 any layoff, all temporary and probationary employees within the bargaining unit shall be laid off first.

14 6.6. Recall from Layoff - Regular employees displaced due to a reduction-in-force shall be
15 recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their
16 ability to perform the work for which they were recalled.

17 6.7. Seniority Lists - The Guild shall maintain the seniority list and it will provide a copy to
18 the County upon written request.

19 6.8. Seniority Consideration in Post and Shift Assignments - When making post and shift
20 assignments for regular employees, the County shall consider seniority. Department needs shall be
21 the primary consideration when making post and shift assignments.

1 **ARTICLE 7: HOLIDAYS**

2 7.1. All regular, probationary and term-limited employees who work a full-time work
3 schedule shall be granted the following holidays with pay:

4 New Year's Day	January 1st
5 Martin Luther King, Jr.'s Birthday	3rd Monday in January
6 President's Day	3rd Monday in February
7 Memorial Day	Last Monday in May
8 Independence Day	July 4th
9 Labor Day	1st Monday in September
10 Veteran's Day	November 11th
11 Thanksgiving Day	4th Thursday in November
12 Day After Thanksgiving Day	
13 Christmas Day	December 25th

14
15 and any special or limited holidays as declared by the President or Governor, and as approved by the
16 Council.

17 7.2. For holiday eligible employees, whenever a holiday falls on their first regularly
18 scheduled day off, the preceding regularly scheduled workday shall be observed as the holiday.
19 Whenever a holiday falls on their second or third regularly scheduled day off (for those working on a
20 four (4) day, ten (10) hour schedule), the holiday shall be observed on their following regularly
21 scheduled day of work. Work performed on the holiday shall be paid at time-and-one-half (1-1/2)
22 times the regular rate of pay, in addition to the holiday pay.

23 7.3. All full-time holiday eligible employees shall receive two (2) additional personal
24 holidays to be administered through the vacation plan. One day shall be added to accrued vacation on
25 the first pay period of October and on the first pay period of November of each year. These days can
26 be used in the same manner as any vacation day earned. Part-time holiday eligible employees will
27 receive the personal holidays pro-rated based on their regular work schedule.

28 7.4. Regular, probationary and term-limited temporary employees who work a part-time

1 schedule and are eligible for holiday pay will receive holiday pay in accordance with Section 7.1 on
2 those holidays the employee is regularly scheduled for work pro-rated based on their regular work
3 schedule.

4 7.5. Full-time employees who are eligible for holiday pay shall receive time and one-half the
5 regular rate of pay for all hours worked on a listed holiday. This compensation shall be in addition to
6 the eight (8) hours of straight time holiday pay.

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1 **ARTICLE 8: VACATIONS**

2 **8.1. Accrual Rates** - Regular, probationary and term-limited employees in a paid status for
3 forty (40) hours per week, shall receive vacation benefits as indicated in the following schedule:

4

Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning Year 6	15
Upon beginning Year 9	16
Upon beginning Year 11	20
Upon beginning Year 17	21
Upon beginning Year 18	22
Upon beginning Year 19	23
Upon beginning Year 20	24
Upon beginning Year 21	25
Upon beginning Year 22	26
Upon beginning Year 23	27
Upon beginning Year 24	28
Upon beginning Year 25	29
Upon beginning Year and beyond 26	30

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21 **8.1.2.** Regular, probationary and term-limited temporary employees who work a part-time
22 work schedule shall accrue vacation leave in accordance with the vacation leave schedule above,
23 provided, however, such accrual rates shall be prorated to reflect their normally scheduled workweek.

24 **8.2.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time
25 employees may accrue vacation up to sixty (60) days prorated to reflect their normally scheduled
26 workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to
27 December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will
28 result in forfeiture of the vacation leave beyond the maximum amount unless the Manager/designee

1 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or
2 other reasons as may be in the best interests of the County.

3 8.3. An employee shall not be granted vacation benefits if not previously accrued. Employees
4 eligible for vacation leave shall accrue vacation from their date of hire. Employees shall not be
5 eligible to take or be paid for vacation leave until they have successfully completed their first six (6)
6 months of County service, and if they leave County employment prior to successfully completing
7 their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

8 8.4. County Employment While On Vacation - No employee shall be permitted to work for
9 compensation for the County in any capacity during the time when vacation benefits are being used.

10 8.5. Incremental Usage - Vacation may be used in one half (1/2) hour increments at the
11 discretion of the Manager/designee.

12 8.6. Termination - Upon termination, the employee shall be paid for any unused vacation
13 leave up to the maximum of sixty (60) days if the employee was in good standing.

14 8.7. Death - In cases of separation by death, payment of unused vacation benefits up to a
15 maximum of sixty (60) day shall be made to the employee's estate, or in applicable cases, as provided
16 by RCW 49.48 and RCW Title 11.

17 8.8. Vacation Scheduling - Vacations shall be scheduled up through April 1st of each year on
18 a seniority basis. Vacation requests submitted after April 1st shall be approved on a first come first
19 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be
20 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be
21 requested two (2) weeks in advance. If the need arises, an individual may contact his/her
22 Manager/designee and request emergency vacation. Approval of emergency vacation shall be at the
23 discretion of the Manager/designee.

24 8.8.1. All vacation requests shall receive a definite written yes or no response as soon as
25 possible from the submission of same. Once approved the County shall not rescind the vacation,
26 unless an emergency exists.

1 **ARTICLE 9: SICK LEAVE**

2 **9.1. Sick Leave** - Regular, probationary and term-limited temporary employees (herein after
3 referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours
4 for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month.
5 Except, that sick leave will not begin to accrue until the first of the month following the month in
6 which the employee commenced employment. The employee is not entitled to sick leave if not
7 previously earned.

8 **9.2. Vacation as an Extension of Sick Leave** - During the first six (6) months of service in a
9 leave eligible position, leave eligible employees may, at the Manager/designee's discretion, use any
10 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
11 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to
12 the County upon termination.

13 **9.3. Partial Day Increments** - Sick leave may be used in one-half (1/2) hour increments at the
14 discretion of the Manager/designee.

15 **9.4. Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by
16 a leave eligible employee.

17 **9.5. Restoration following Separation** - Separation from employment except by reason of
18 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
19 eligible employee as of the date of separation. Should a regular employee resign in good standing, be
20 laid off or separated for non-disciplinary medical reasons and return to County employment within
21 two (2) years, his/her accrued sick leave will be restored.

22 **9.6. Pay upon Separation** - A regular employee who has successfully completed at least five
23 (5) years of County service and who retires as a result of length of service or who separates by reason
24 of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount
25 equal to thirty-five (35) percent of his/her unused, accumulated sick leave multiplied by the
26 employee's base rate of pay in effect upon the date of leaving County employment, less mandatory
27 withholdings.

28 **9.7. Leave Without Pay for Health Reasons** - An employee must use all of his/her sick leave

1 before taking unpaid leave for his/her own health reasons. If the injury is compensable under the
2 County's workers compensation program, then the employee has the option to augment or not
3 augment time loss payments with the use of accrued sick leave.

4 **9.8. Leave Without Pay for Family Reason** - For a leave for family reasons, the employee will
5 choose at the start of the leave whether the particular leave would be paid or unpaid; but, when an
6 employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
7 (80) hours of accrued sick leave.

8 **9.9. Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
10 by his/her Manager/designee.

11 **9.10. Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

12 **A.** The employee's bona fide illness or injury; provided, that an employee who suffers
13 an occupational illness or injury may not simultaneously collect sick leave and worker's
14 compensation payments in a total amount greater than the net regular pay of the employee;

15 **1.** An employee who chooses to augment workers compensation payments
16 with the use of accrued sick leave will notify the workers compensation office in writing at the
17 beginning of the leave;

18 **2.** An employee may not collect sick leave and worker's compensation time
19 loss payments for physical incapacity due to any injury or occupational illness which is directly
20 traceable to employment other than with the County.

21 **B.** Exposure to contagious diseases and resulting quarantine.

22 **C.** A female employee's temporary disability caused by or contributed to by
23 pregnancy and childbirth.

24 **D.** The employee's medical, ocular or dental appointments provided that the
25 employee's Manager/designee has approved the scheduling of sick leave for such appointments.

26 **E.** To care for the employee's eligible child if the child has an illness or health
27 condition which requires treatment or supervision from the employee;

28 **F.** To care for other family members, if:

1 1. The employee has been employed by the County for twelve (12) months or
2 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
3 months,

4 2. The family member is the employee's spouse or domestic partner, the
5 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
6 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
7 employee, the employee's spouse or domestic partner; and,

8 3. The reason for the leave is one of the following:

9 a. The birth of a son or daughter and care of the newborn child, or
10 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
11 within twelve (12) months of the birth, adoption or placement;

12 b. The care of the employee's child or child of the employee's spouse
13 or domestic partner whose illness or health condition requires treatment or supervision by the
14 employee; or

15 c. Care of a family member who suffers from a serious health condition
16 (as defined under the FMLA).

17 **9.11. Unpaid Leave** - An employee who has been employed by the County for twelve (12)
18 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
19 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
20 own serious health condition, and for family reasons as provided in Sections 9.10.E and 9.10.F
21 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
22 days or weeks, or intermittent (as defined under the FMLA), which is taken in whole or partial days
23 as needed. Intermittent leave is subject to the following conditions:

24 A. **Birth or Adoption** - When a leave is taken after the birth or placement of a child for
25 adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
26 only if authorized by the employee's Manager/designee.

27 B. **Reduced Schedules** - An employee make take leave intermittently or on a reduced
28 schedule when medically necessary due to a serious health condition of the employee or family

1 member of the employee; and

2 C. Temporary Transfer - If an employee requests intermittent leave or leave on a
3 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical
4 treatment, the Manager/designee may require the employee to transfer temporarily to an available
5 alternative position for which the employee is qualified and that has equivalent pay and benefits and
6 that better accommodates recurring periods of leave than the regular position of the employee.

7 9.11.1. Concurrent Time - Use of donated leave will run concurrently with the eighteen (18)
8 workweek family medical leave entitlement.

9 9.11.2. Insurance Premiums - The County will continue its contribution toward health care
10 during any unpaid leave taken under Section 9.11.

11 9.11.3. Return to Work from Unpaid Leave - An employee who returns from unpaid family or
12 medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

13 A. The same position s/he held when the leave commenced; or

14 B. A position with equivalent status, benefits, pay and other terms and conditions of
15 employment; and

16 C. The same seniority accrued before the date on which the leave commenced.

17 9.11.4. Failure to Return to Work - Failure to return to work by the expiration date of the
18 leave of absence may be cause for removal and result in termination of the employee from County
19 service.

20 9.12. Provider Certification - The Manager/designee and employee is responsible for the
21 proper administration of the sick leave benefit. Verification from a licensed health care provider may
22 be reasonably required to substantiate the health condition of the employee or family member for
23 leave requests.

24 9.13. Definition of Child - For purposes of this Article, a child means a biological, adopted or
25 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
26 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
27 self care because of mental or physical disability.

28 9.14. Employees shall be entitled to family medical leave as provided by the King County

1 Family Medical Leave Act, the federal Family Medical Leave Act and any Washington state laws that
2 provide for family medical leave.

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1 **ARTICLE 10: OTHER PAID LEAVES**

2 **10.1. Donation of Vacation and Sick Leave.**

3 **A. Vacation leave hours**

4 1. Approval Required - An employee eligible for paid leave may donate a
5 portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such
6 donation will occur upon written request to and approval of the donating and receiving employee's
7 department director(s), except that requests for vacation donation made for the purposes of
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
9 would result in a departmental hardship for the receiving department.

10 2. Limitations - The number of hours donated will not exceed the donor's
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
13 accrual.

14 3. Return of Unused Donations - Donated vacation leave hours must be used
15 within ninety (90) calendar days following the date of donation. Donated hours not used within
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick leave hours**

20 1. Written Notice Required - An employee eligible for paid leave may donate a
21 portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
22 notice to the donating and receiving employee's department director(s).

23 2. Minimum Leave Balance Required (Donor) - No donation will be permitted
24 unless the donating employee's sick leave accrual balance immediately subsequent to the donation is
25 one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of
26 his/her accrued sick leave in a calendar year.

27 3. Return of Unused Donations - Donated sick leave hours must be used
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
4 accrued sick leave hours.

5 C. No Solicitation - All donations of vacation and sick leave made under this Article
6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 D. Conversion Rate - All vacation and sick leave hours donated will be converted to a
9 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value
10 will then be divided by the receiving employee's hourly rate to determine the actual number of hours
11 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight
12 time hourly rate at the time of reconversion.

13 10.2. Leave - Organ Donors - The Manager/designee will allow an employee eligible for paid
14 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
15 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
16 paid leave provided;

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

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

25 C. Limitation - The pay associated with the five (5) days off is limited to forty (40)
26 hours.

27 10.2.1. Time off Subject to Agreement - Time off from work for the purpose set out above in
28 excess of five (5) working days will be subject to the terms of this Agreement.

1 **10.3. Bereavement Leave**

2 **A.** An employee eligible for paid leave will be entitled to three (3) working days of
3 bereavement leave a year, due to death of a member of his/her immediate family. Those working a
4 four (4) day, ten (10) hour schedule will be entitled to three (3) working days of time off, with a
5 maximum of twenty-four (24) hours of pay.

6 **B. Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for leave
7 who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three
8 (3) working days for each additional instances when death occurs to a member of the employee's
9 immediate family. Those working a four (4) day, ten (10) hour schedule will be entitled to three (3)
10 working days of time off with a maximum of twenty-four (24) hours of pay.

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

14 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
15 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
16 employee, employee's spouse or employee's domestic partner.

17 **10.4. School Volunteers** - An employee eligible for paid leave will be allowed the use of up
18 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
19 school attended by the employee's child provided; an employee requesting to use sick leave for this
20 purpose will submit such request in writing specifying the name of the school and the nature of the
21 volunteer services to be performed.

22 **10.5. Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled
23 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
24 mileage, with the Finance and Business Operations Division, of the Department of Executive
25 Services. The employee will report back to their Manager/designee when dismissed from jury
26 service.

27 **10.6. Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
28 time off with pay for the purpose of participating in County qualifying or promotional examinations.

1 This will include time required to complete any required interviews.

2 **10.7. Military Leave** - A leave of absence for active military duty or active military training
3 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
4 federal law; provided, that a request for such leave shall be submitted to the Manager/designee in
5 writing by the employee and accompanied by a validated copy of military orders ordering such active
6 duty or active training duty.

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

2 11.1. King County presently participates in group medical, dental, vision and life insurance
3 programs. The County agrees to maintain such programs during the term of this Agreement, provided
4 that the Guild and County agree to incorporate changes to employee insurance benefits which the
5 County may implement as a result of the agreement of the Joint Labor-Management Insurance
6 Committee.

7 11.2. A newly hired regular, probationary and term-limited employee shall be eligible for
8 receipt of all benefits under the County's medical, dental, vision, life insurance and long term
9 disability insurance programs on the first day of the month following the date the employee
10 commences employment with the County.

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1 **ARTICLE 12: UNIFORMS**

2 **12.1. Uniforms** - The County shall provide for each regular employee the following minimum
3 uniform, weapon, equipment and duty gear issue:
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Uniform Items	
Shirts	4 (2 short sleeve, 2 long sleeve)
Trousers	2 pair
Shoes	1 pair
Heavy Winter Jacket with lining	1
Shoulder Patches	as needed
Badge	2 (1 metal, 1 cloth)
Name Tag	4
Belt	1
Protective Vest	1 (same as KCSO)

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Weapon Items & Equipment	
Hand Gun	1
Nightstick	1
Handcuffs	1 pair
Chemical Spray	1

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Duty Gear Items	
Gun Belt	1
Gun Holster	1
Bullet Pouches	1
Keepers	4
Handcuff Case	1
Chemical Spray Holder	1
Nightstick Holder	1
Leather Key Holder	1

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12.2. The employee shall be held accountable for all uniforms, weapons and duty gear which are issued to the employee by the County. Items which become worn out and/or items which become

1 lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an
2 occurrence not due to the employee's intentional act or negligence shall be replaced by the County.
3 Accountable items of clothing or protective devices assigned to an employee which are lost or
4 mutilated as a direct result of that particular employee's negligence shall be replaced by the employee.

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1 **ARTICLE 13: MISCELLANEOUS**

2 13.1. Mileage - Employees who have been authorized by the County to use their own
3 transportation for work purposes shall be reimbursed for mileage at the rate established by County
4 ordinance.

5 13.2. Weapons/Defense Tactics - All employees shall periodically qualify with a handgun in
6 accordance with departmental policy as scheduled by the County. In addition, all employees, upon
7 written request, shall be provided one hundred (100) rounds of practice ammunition per month for
8 their primary duty weapon, for practice session(s).

9 13.3. Labor-Management Conference Committee - The County and the Guild shall establish a
10 joint Labor-Management Conference Committee which shall be comprised of participants from both
11 the County and the Guild. Each party shall have the sole right to select its participants. The function
12 of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as
13 opposed to individual complaints, for the purpose of establishing a harmonious working relationship
14 between the employees, the County and the Guild. Either the County or the Guild may request a
15 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The
16 party requesting the meeting shall do so in writing listing the issues they wish to discuss.

17 13.4. Biweekly Payroll - If during the life of this Agreement the County chooses to
18 implement a biweekly payroll plan, the parties agree to adopt the plan, consistent with Addendum A.
19 Such plan may include changes to scheduled pay dates and conversion of pay and benefits to hourly
20 amounts.

21 13.5. Leave of Absence for Guild Business - An employee elected or appointed to office in
22 the signatory organization which requires all of his/her time shall be given leave of absence up to one
23 (1) year without pay upon written application.

24 13.6. Guild Negotiating Committee - Employees who serve on the Guild Negotiating
25 Committee shall be allowed time off from duty to attend negotiating meetings with the County
26 provided that the members of the Guild Negotiating Team shall be composed of two (2) members or
27 less; and provided further, that prior approval is granted by the Sheriff/designee. Additional members
28 allowed time off to attend negotiations with the County are subject to agreement by the County.

1 13.7. Guild Business - With prior approval of the Manager/designee, the Guild President
2 and/or designee may flex their work schedules or be allowed some reasonable time while on duty
3 status to consult with appropriate County officials and/or aggrieved employees. The Guild
4 representatives shall indicate the general nature of the business to be conducted, and request
5 necessary time that will not interfere with their regular duties to conduct Guild business. Guild
6 representatives shall guard against use of excessive time in handling such responsibilities.

7 13.8. Mileage for Training - King County will pay mileage at a rate consistent with the King
8 County Code and consistent with King County Sheriff's Office rules, for travel from home to
9 mandatory training and then to assigned work site when the most direct route possible is traveled and
10 the employee lives no more than fifteen (15) miles outside of King County boundaries (consistent
11 with King County Sheriff's Office rules). King County will pay mileage under the same
12 circumstances for travel from home to mandatory training and back home, when the mandatory
13 training is scheduled on the employee's furlough day.

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1 **ARTICLE 14: GRIEVANCE PROCEDURE**

2 14.1. The County and the Guild recognize the importance and desirability of settling
3 grievances promptly and fairly in the interest of continued good employee relations and morale. In
4 furtherance of this objective, the County and the Guild shall extend every effort to settle grievances at
5 the lowest possible level of supervision.

6 14.2. Employees shall be unimpeded and free from restraint, interference, coercion,
7 discrimination or reprisal in seeking adjudication of their grievances.

8 14.3. A grievance shall be defined as a dispute as to the interpretation or application of this
9 Agreement.

10 14.4. The Guild shall not be required to press employee grievances if in the Guild's opinion,
11 such lack merit. With respect to the processing, disposition and/or settlement of any grievance,
12 including hearings and final decision of any arbitrator, the Guild shall be the exclusive representative
13 of the employee.

14 14.5. Employees, whether Guild members or not, shall have no independent unilateral
15 privilege or right to invoke the grievance procedure.

16 14.6. The disposition and/or settlement of any grievance or other matter in dispute as
17 determined by and between the Guild and the County shall be final and binding upon all parties to the
18 dispute.

19 14.7. STEP 1 - A grievance shall be verbally presented by the aggrieved employee or the
20 Guild within (10) calendar days of the occurrence of such grievance to the employee's immediate
21 supervisor. The immediate supervisor shall gain all relevant facts, discuss the same with the Captain,
22 and attempt to adjust the matter and notify the employee within seven (7) calendar days after receipt
23 of the grievance.

24 14.8. STEP 2 - If the grievance has not been satisfactorily resolved, the Guild representative
25 shall reduce the grievance to writing, outlining the facts as they are understood, the Section of the
26 Agreement allegedly violated and the remedy sought. The written grievance shall then be presented
27 to the Chief for investigation, discussion and written reply. The Chief shall make a written decision
28 available to the aggrieved employee and the Guild within fifteen (15) calendar days.

1 **14.9. STEP 3** - If the decision of the Chief has not resolved the grievance to the satisfaction
2 of the Guild, the grievance shall be presented to the King County Office of Labor Relations for a Step
3 3 meeting for a joint committee or equal representation from the Guild and the County with a
4 maximum of two (2) for each side. This committee shall attempt to resolve the grievance within
5 fifteen (15) calendar days.

6 **14.10. STEP 4** - Should this committee be unable to resolve the grievance, either the County
7 or the Guild may request arbitration specifying the exact question which it wishes to be arbitrated, the
8 Section of the Agreement violated and the remedy sought provided such request has been initiated
9 within ninety (90) calendar days from the date the grievance was brought to the attention of the
10 employee's immediate supervisor provided for in STEP 1. The committee shall then select a third
11 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a
12 third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
13 names furnished by the American Arbitration Association. The arbitrator shall be selected from the
14 list by both the County representative and the Guild representative each alternately striking a name
15 from the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The
16 arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be
17 asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon
18 all parties to the dispute.

19 **14.11.** The arbitrator shall have no power to add to, subtract from, disregard, modify or
20 otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power
21 only to apply and interpret the provisions of this Agreement in reaching a decision.

22 **14.12.** The arbitrator's fee and expense shall be borne equally by the County and the Guild.
23 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by
24 the County and the Guild. Each party shall bear the full cost of its representation, including attorneys,
25 and any witnesses appearing on its own behalf regardless of the out come of the arbitration.

26 **14.13.** Temporary, term-limited temporary and probationary employees are employed at will
27 and may be separated from employment at any time without the right to grieve their job separation.
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1 **ARTICLE 15: EMPLOYEE RIGHTS**

2 15.1. All regular employees within the bargaining unit shall be entitled to the protection of
3 the provisions contained in King County Motion #7854, attached as Addendum C.

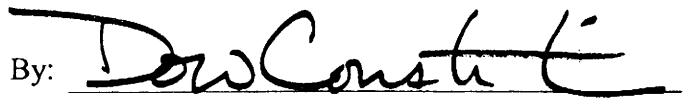
4 15.2. Rules and Procedures - The County shall furnish each employee with a copy of the
5 Department's Administrative and Personnel policies. The County shall make available at primary
6 duty assignments all basic rules and procedures related to the performance of the duties of that
7 position.

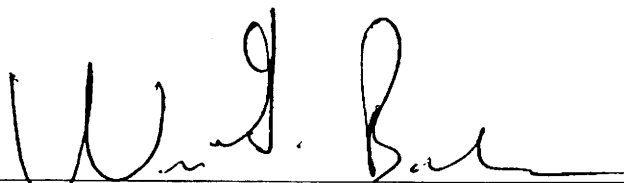
8 15.3. Temporary, probationary and term-limited temporary employees are employed at will
9 and can be terminated from employment for any reason, at the discretion of the County, without right
10 of appeal or right to grieve under this agreement. Temporary employees are not covered under the
11 "Employees' Bill of Rights", referred to in 15.1, or attached as Addendum C.

1 **ARTICLE 16: DURATION**

2 16.1. Except for those provisions that state otherwise, this Agreement and each of its
3 provisions shall become effective upon ratification by the King County Council and shall cover the
4 time period January 1, 2011 through December 31, 2011.

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7 APPROVED this 26 day of APRIL, 2011.

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11 By: 
12 King County Executive

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19 William G. Bales
20 President
21 King County Court Protection Guild

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28
02/25/11
Date

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2 cba Code: 226

Union Code(s): KCCPG
K2

3 APPENDIX "A"
4 to the
5 AGREEMENT
6 by and between
7 KING COUNTY, WASHINGTON
8 and
9 KING COUNTY COURT PROTECTION GUILD
10 (Representing King County Marshals)
11 January 1, 2011 through December 31, 2011

12 THIS APPENDIX is supplemental to the AGREEMENT by and between the KING
13 COUNTY, WASHINGTON, hereinafter referred to as the County, and the KING COUNTY COURT
14 PROTECTION GUILD hereinafter referred to as the Guild.

15 A.1.

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Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Classification	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
5103100	515101	3156	County Marshal	00-12m	13-24m	25-36m	37-48m	49m +

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19 Wage Range - King County Marshal pay range is Range 47 of the 2011 King County Squared
20 Table.

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

25 A.2. Lead Pay - Employees properly assigned, in writing, to the status of Lead, shall receive,
26 during the time period so assigned, an hourly premium equal to seven and one-half percent (7.5%) of
27 their hourly base rate of pay. Leads can be assigned for any duration, as determined by the
28 Manager/designee.

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**ADDENDUM A
TRANSITION TO BIWEEKLY PAY**

Attachment B

2011-0214

1. The County provided timely notice to the Guild of its intent to implement a biweekly payroll schedule for employees represented by the Guild who are currently paid on a semi-monthly schedule.

2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Guild. The affected employees are members of the King County Court Protection Guild.

3. The parties acknowledge that, as a result of transitioning the administration of payroll to PeopleSoft biweekly, penny variances due to mathematical rounding in earnings from projects, union deductions, tax withholdings and other calculated payroll figures may occur.

4. The parties acknowledge that these variances occur both in favor of the bargaining unit member and in favor of the County. These variances, which may occur as a result of the transition to PeopleSoft biweekly actual hours pay, are considered by the parties to be *de minimis* and to occur in an equitable manner, where either party gains or pays more than they are entitled or obligated to pay.

5. When a County officer or employee's payroll is transitioning from a semi-monthly pay cycle to a biweekly pay cycle, the executive is authorized to allow County officers and employees the option to elect to receive a transition payment, as set forth in Ordinance 16818, section 3, if they meet the qualifications set forth in subsection 2 B.

6. County officers and employees who meet the following qualifications, on the cut-off date(s) selected by the county administrative officer, are eligible to elect a transition payment. Eligible County officers and employees are those who:

- a. Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;
- b. Are not serving a probationary period;
- c. Are in a paid status;
- d. Are employed in a position that is scheduled to be funded and filled for approximately one year after the date or dates selected by the county administrative officer;
- e. Have elected to receive the transition payment by the cut-off date or dates selected by the county administrative officer; and
- f. Have agreed and, if applicable, whose spouse or state registered domestic partner have agreed, in writing, to repay the County for the amount of the transition payment as set forth in Ordinance 16818, section 4.

**ADDENDUM A
TRANSITION TO BIWEEKLY PAY**

7. The amount of the transition payment for an eligible employee shall be equivalent to the dollar amount reached by multiplying the employee's base rate of pay by the number of standard work hours in one work week, not inclusive of overtime. In calculating the transition payment, an employee's base rate of pay excludes any type of premium pay. Excluded premium payments include but are not limited to payments for shift differential, certification, merit, or any other type of additional pay.

8. Employees who elect to receive the transition check must request it by completing and submitting the designated forms no later than the cut-off date to be established by the County for such designation. Repayment of the transition amount shall be made to the County no later than the end of the fiscal year within which the transition amount was paid.

9. If an employee separates from County employment prior to returning the full transition payment amount, the outstanding balance shall be paid in full by the following methods:

- a. The remainder may be deducted from the employee's final paycheck owed to the employee when he/she leaves employment: and if further payment is owed, then by;
- b. A deduction from any other payment owed to the employee; and if further payment is owed, then by;
- c. A payment directly to the county by the employee or, if applicable, his/her spouse or state registered domestic partner.

If the deductions or payments under this section do not pay the full outstanding balance, the County reserves the right to refer any unpaid amount to a collection agency or to pursue other legal means for repayment.

10. The County agrees to provide briefings on the progress of the transition to Guild representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

11. The Guild acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Addendum.

Attachment C

**ADDENDUM B
PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS**

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

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

3. **The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one Guild representative from the bargaining unit representing the employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board the facts relating to the complaint. If the Board finds that the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not

ADDENDUM B
PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

previously awarded by the Authorized Employee, and may issue an appropriate additional remedy for late payment beyond one pay period, if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by the Authorized Employee must be unanimous. A decision on each case presented to this Board must be issued within five (5) business days of the presentation by the Authorized Employee. The Authorized Employee will communicate the decision of the Board to the employee who filed the complaint. If the Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review Board is unable to agree on a third person, the winner of a coin toss will select the third person.

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

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

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

Attachment D

ADDENDUM C

March 5, 1990/ae
0641F/CM/pb/ae

Introduced by: Paul Barden

Proposed No.: 89-595

MOTION NO. 7854

A MOTION establishing a Police Officer's Bill of Rights for all persons in the field of public law enforcement; and rescinding Motion No. 1169.

WHEREAS, it shall be the policy of King County that all persons in the field of public law enforcement, juvenile and adult detention shall be entitled to the protection of the provisions contained herein of what shall hereafter be referred to as the "Police Officer's Bill of Rights."

NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County Police, Juvenile and Adult Detention and Correction Officers' Bill of Rights shall have the following provisions:

A. Every employee who becomes the subject of an internal investigation shall be advised at the time of the interview that s/he is suspected of:

1. committing a criminal offense;
2. misconduct that would be grounds for termination, suspension, or other disciplinary action; or
3. that s/he may not be qualified for continued employment with the Department.

B. Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge. A major investigation as used elsewhere in this motion shall be interpreted as any action which could result in dismissal from the Department or the filing of a criminal charge.

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2 C. The employee under investigation must at the time of
3 an interview be informed of the name of the officer in charge
4 of the investigation and the name of the officer who will be
5 conducting the interview.

6 D. The employee shall be informed in writing of the
7 nature of the major investigation and whether s/he is a witness
8 or suspect before any interview commences, including
9 information necessary to reasonably apprise him/her of the
10 allegations of such complaints.

11 E. The interview of an employee shall be at a reasonable
12 hour, preferably when the employee is on duty unless the
13 exigencies of the interview dictate otherwise. Whenever
14 possible interviews shall be scheduled during the normal work
15 day of the county.

16 F. The employee may request that a major investigation
17 interview be recorded, either mechanically and/or by a
18 stenographer. There can be no "off-the-record" questions.
19 Upon request, the employee under a major investigation shall be
20 provided an exact copy of any written statements s/he has signed
21 or of a verbatim transcript of any interview.

22 G. Interviewing shall be completed within a reasonable
23 time, and shall be done under circumstances devoid of
24 intimidation or coercion. In all major investigation
25 interviews the employee shall be afforded an opportunity and
26 facilities to contact and consult privately with an attorney of
27 his/her own choosing before being interviewed. The employee
28 shall be entitled to such reasonable intermissions as s/he
29 shall request for personal necessities, meals, telephone calls,
30 and rest periods.

31 H. All interviewing shall be limited in scope to
32 activities, circumstances, or events which pertain to the
33 employee's conduct or acts which may form the basis for
disciplinary action under one or more of the categories
contained in Paragraph 2 herein.

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I. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall s/he be subject to abusive or offensive language or intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

Motion No. 1169 is hereby rescinded.

PASSED this 5th day of March, 1990

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairperson

ATTEST:

Donald A. Pate
Clerk of the Council

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)
Labor Negotiator
Lance King

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. This contract extends the terms and conditions of the expired agreement from January 1, 2011, through December 31, 2011.
2. As a cost-saving measure, this contract provides no change to existing wages and there is no cost-of-living adjustment for 2011.
3. Language was added, enabling the King County Sheriff's Office to assign Marshals to security for Sound Transit and METRO in the bus tunnel and other locations.
4. Updated language related to the transition to biweekly pay.
5. The maximum accrual of compensatory time was increased from 40 hours to 60 hours.
6.

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CONTRACT SUMMARY

CONTRACT: King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)

TERM OF CONTRACT: January 1, 2011, through December 31, 2011

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The King County Court Protection Guild represents County Marshals who provide security to county buildings, including the King County Courthouse and the Regional Justice Center, as well as the courtrooms housed in those buildings.

NEGOTIATOR: Lance King

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	The agreement provides for seniority based layoffs.
➤ INTEREST-BASED BARGAINING:	The parties used an interest-based approach to bargaining.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement includes a comprehensive nondiscrimination clause.
➤ CONTRACTING OUT OF WORK:	The agreement does not specifically speak to the contracting out of work.
➤ LABOR / MANAGEMENT COMMITTEES:	The agreement provides for a Labor Management Conference Committee.
➤ MEDIATION:	The agreement does not specifically speak to mediation.
➤ CONTRACT CONSOLIDATION:	The agreement covers only one classification.
➤ HEALTH BENEFITS COST SHARING:	This bargaining unit is covered by the Joint Labor Management Insurance Committee agreements on health insurance.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Bargaining began in early October 2010 and an agreement was reached prior to the expiration of the contract.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The agreement includes language relating to temporary employees that is consistent with King County Code.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement includes updated biweekly pay language, allowing implementation of a biweekly pay system.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The agreement includes a no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	The agreement provides for leave consistent with King County policy and Code.
➤ HOURS OF WORK:	Most employees covered by this agreement work five 8-hour days. The agreement does allow for four 10-hour days and alternative work schedules.
➤ PERFORMANCE EVALUATIONS:	The agreement provides for performance evaluations.



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	King County Court Protection Guild (Court Protection - County Marshals, King County Sheriff's Office)		
Effective Date:	1/1/11		
Affected Agency and/or Agencies:	King County Sheriff's Office		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004	
Department Sign Off:	DeWayne Pitts, Chief Financial Officer, KCSO	Phone: 296-0521	
Note Reviewed by:	Supplemental Required?	Jennifer Albright, Budget Analyst	Phone: 263-9711
	NO <input type="checkbox"/>	YES <input type="checkbox"/>	

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011		
CX	10	Public Safety	\$ 0		
TOTAL			\$ 0		

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2010 Base	2011		
Salaries			\$ 1,437,986	\$ 0		
OT			\$ 119,439	\$ 0		
PERS & FICA			\$ 228,319	\$ 0		
TOTAL			\$ 1,785,744	\$ 0		

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

1. Contract Period (s): 1/1/2011-12/31/2011

2. Wage Adjustments & Effective Dates:

COLA: 0.00% in 2011

Other:

Retro/Lump Sum Payment:

3. Other Wage-Related Factors:

Step Increase Movement: Provisions unchanged.

PERS/FICA: Payroll taxes assumed to be 14.66%.

Overtime: N/A

4. Other Cost Factors:

In 2010, King County Sheriff's Deputies performed Court Marshal work at the District Court locations. 2010 Expenditures reflect salary and benefits of the Court Protection Guild only. As of January 1, 2011, six Deputy positions were converted to eight Court Marshal FTE's. The Court Protection Guild which includes all the Court Marshals has agreed to a zero COLA provision in 2011.

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April 25, 2011

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

The enclosed ordinance, if approved, will ratify the King County Court Protection Guild (Court Protection - County Marshals) collective bargaining agreement for the period of January 1, 2011, through December 31, 2011. This agreement covers 31 employees in the King County Sheriff's Office.

The King County Court Protection Guild represents County Marshals who provide security to County buildings, including the King County Courthouse and the Norm Maleng Regional Justice Center, and outlying District Courts, as well as the courtrooms housed in those buildings.

This agreement contains improvements in efficiency, accountability, and productivity for the County. Such improvements include language which grants the King County Sheriff's Office authority to assign marshals to security for Sound Transit and Metro in the bus tunnel and other locations, and an agreement enabling the transition to bi-weekly pay.

Additionally, the wage settlement for this contract provides no change to existing wages and no cost-of-living adjustment for 2011.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

The Honorable Larry Gossett
April 25, 2011
Page 2

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273, at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Acting Chief of Staff
 Anne Noris, Clerk of the Council
Dwight Dively, Director, Performance, Strategy, and Budget
Patti Cole-Tindall, Director, Office of Labor Relations