

**Master Labor Agreement (MLA) - Appendix 42**  
**Agreement Between King County**  
**And**  
**Public Safety Employees Union**  
**Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office**  
**[464]**

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1 units.

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

3       **Section 2.1.** The County Council recognizes the signatory organization as representing those  
4 regular full-time and regular part-time career service, civil service and probationary employees whose  
5 job classifications are listed in attached Addendum A (Wage Rates). The County also recognizes the  
6 signatory organization as representing those temporary and term-limited temporary employees (as  
7 opposed to regular employees) whose job classifications are listed in attached Addendum A (Wage  
8 Rates), and who meet Washington State Public Employment Relations Commission’s definition of  
9 “employee”.

10       Temporary and term-limited temporary employees (defined in Addendum C (Definitions))  
11 however, are covered only by Article 7 (Wages) Sections 1, 2, and 5 and Addendum A (Wage Rates)  
12 of this collective bargaining agreement. No other provision in this collective bargaining agreement  
13 applies to temporary or term-limited temporary employees. Except that Article 7 Section 5C  
14 (Education) applies to TLT employees but not to temporaries.

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

17       **Section 2.2. Union Security:** It shall be a condition of employment that all regular full-time,  
18 regular part-time, temporary and term-limited temporary employees who are members of the Union  
19 on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee  
20 to the Union for their representation to the extent permitted by law.

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

26       Provided, however, employees who hold genuine religious beliefs or tenets which object to  
27 membership in the Union, as provided by state and federal law, shall not be required to tender those  
28 dues or initiation fees to the Union as a condition of employment. Such employee shall pay an

1 amount of money equivalent to regular union dues and initiation fee to a non-religious charity  
2 mutually agreed upon between the public employee and the Union. The employee shall furnish  
3 written proof that payment to the agreed upon non-religious charity has been made. If the employee  
4 and the Union cannot agree on the non-religious charity, the Public Employment Relations  
5 Commission shall designate the charitable organization. It shall be the obligation of the employee  
6 requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for  
7 such exemption.

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

10 **Section 2.3. Dues Deduction:** Upon receipt of written authorization individually signed by a  
11 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
12 of dues as certified by the secretary of the signatory organization and shall transmit the same to the  
13 treasurer of the signatory organization.

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

19 **Section 2.4. Union Membership - Informational Form:** The County will require all new  
20 employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will  
21 inform them of the union's exclusive recognition.

22 **Section 2.5. Bargaining Unit Roster:** The County will transmit to the Union a current listing  
23 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
24 twice per calendar year. Such list shall include the name of the employee, classification, department  
25 and salary.

## 26 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

8           **D.** assigning and directing the work force;

9           **E.** developing and modifying class specifications;

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

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

12          **H.** reducing the work force;

13          **I.** establishing reasonable work rules;

14          **J.** assigning the hours of work;

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

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

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

26          **N.** Requiring employees to serve a period of probation that does not exceed one year, except  
27 that to the extent permitted by law, the probationary period shall be automatically extended for any  
28 absence from work, or any period during which the employee cannot perform all the essential

1 functions of the job, that extends longer than ten (10) work days.

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

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

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

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

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

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

1 **ARTICLE 4: HOLIDAYS**

2 Employees covered by this Labor Agreement shall be eligible for holidays with pay as  
3 provided in Article 10 of the MLA, except as modified below.

4 **Section 4.1. *Date of Observance:*** Employees who work in a twenty-four hour, seven day per  
5 week operation shall observe the following four (4) holidays on the specific dates listed below.

6 Examples of the twenty-four hour operations are: Automated Fingerprint Identification System  
7 (AFIS) division of the Sheriff's Office. For these specific named holidays, overtime will be paid only  
8 on the dates listed below:

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

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

20 **Section 4.3. *Holiday Overtime Payment:*** All employees shall take holidays on the day of  
21 observance unless their work schedule requires otherwise for continuity of services, in which event,  
22 they shall be paid at one and one half (1-1/2) times the regular rate for any shift that begins on a  
23 holiday, in addition to the regular holiday pay.

24 **Section 4.4. *Personal Holiday:*** Is pursuant to Article 10 of the MLA.

25 **Section 4.5. *Holiday Pay Eligibility:*** Is pursuant to Article 10 of the MLA.

26 **Section 4.6. *Pro-Rata Benefits:*** Regular part-time employees will receive holiday benefits  
27 based upon the ratio of hours actually worked (less overtime) to a standard work year.

1 **ARTICLE 5: VACATIONS**

2 **Section 5.1. *Accrual - 40 Hour Employees:*** MLA Provisions in Article 35 regarding  
3 Vacation Leave shall not apply to this bargaining unit, except as noted in 5.8 below. Regular full-  
4 time employees working 40 hours per week, shall receive vacation benefits as indicated in the  
5 following table:

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

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26 **Section 5.1.a. *Accrual - 35 Hour Employees:*** Regular employees working less than 40 hours  
27 per week shall receive prorated vacation benefits.

28 **Section 5.2. *Monthly Accrual - Vacation Holidays and Sick Leave:*** Employees with one or



1 more continuous years of service shall accrue vacation benefits monthly pursuant to King County  
2 policy and ordinances. Employees shall be charged vacation based on their daily work schedule  
3 (10 hour, 8 hour, 7.5 hour, or 7 hour). Employees shall accrue vacation, sick leave and holiday pay  
4 on the basis of the hours they actually work; i.e. seven (7) hours, seven and one-half (7.5) hours or  
5 eight (8) hours.

6 **Section 5.3. Regular Part Time Employees:** Vacation benefits for regular, part-time  
7 employees will be established based upon the ratio of hours actually worked (less overtime) to a  
8 standard work year. For example: If a regular, part-time employee normally works four hours per  
9 day in a department that normally works eight hours per day, then the part-time employee would be  
10 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent  
11 number years of service.

12 **Section 5.4. No County Employment While on Vacation:** No person shall be permitted to  
13 work for compensation for the County in any capacity during the time when vacation benefits are  
14 being drawn.

15 **Section 5.5. Leave Increments:** For overtime eligible employees, vacation, sick leave and  
16 unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department  
17 director or his/her appointed designee.

18 **Section 5.6. Maximum Payment Upon Termination:** Upon termination for any reason, a  
19 non-probationary employee will be paid for unused vacation credits up to a maximum allowable  
20 accumulated vacation. Probationary employees who have left King County (except for those who  
21 were terminated for cause) will be paid for unused vacation credits after 6 months of probation.  
22 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum  
23 A and shall also include longevity incentive pay for those who receive it. The hourly rate shall be  
24 determined by dividing the annual rate of pay by the number of work hours in that year.

25 **Section 5.7. Payment Upon Death of Employee:** In cases of separation by death, payment of  
26 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided  
27 by RCW, Title 11.

28 **Section 5.8. Excess Vacation:** Is pursuant to Article 9 and Section 35.2 Vacation Leave Cap

1 provisions of the MLA, except as modified below. All employees may continue to accrue additional  
2 vacation beyond the maximum specified in Article 9 and Section 35.2 of the MLA if, as a result of  
3 cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave King  
4 County employment for any reason will be paid for their unused vacation up to the maximum  
5 specified in Article 9 and Section 35.2 of the MLA consistent with Section 5.6 above. Employees  
6 shall use or forfeit excess vacation accrual prior to the pay period that includes December 31st of  
7 each year. Employees may carryover excess vacation accrual only when express approval is granted  
8 by the Sheriff or his/her designee.

9 **Section 5.9. *Vacation Preference:*** In accordance with past practice, vacation shall be  
10 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the  
11 employee with the approval of the Division Commander for the King County Sheriff's Office.  
12 Employees who are transferred involuntarily, and who have already had their vacation request  
13 approved as specified above, will be allowed to retain that vacation period regardless of their  
14 seniority within the new shift, squad, or unit to which they are transferred.

15 **Section 5.10. *Inclement Weather:*** In situations involving "unusual occurrences" and/or  
16 inclement weather the standard KCSO policy will be adhered to except that employees who cannot  
17 come to work due to the "unusual occurrence," and/or weather conditions will be allowed to use  
18 compensatory time, vacation time, or leave without pay to cover such absences.

## 19 **ARTICLE 6: SICK LEAVE**

20 **Section 6.1. *Accrual:*** MLA Provisions in Article 34 regarding Sick Leave shall not apply to  
21 this bargaining unit. Regular full-time employees, and regular part-time employees who receive  
22 vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in  
23 pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not  
24 entitled to sick leave if not previously earned.

25 **Section 6.2. *Sick Leave Extension:*** After the first six months of full-time service, a regular  
26 employee may, at the division manager's discretion, be permitted to use up to five days of vacation as  
27 an essential extension of used sick leave. An employee may use vacation leave for sick leave for a  
28 Washington Family Care qualifying event. If an employee does not work a full twelve months, any

1 vacation credit used for sick leave must be reimbursed to the County upon termination.

2       **Section 6.3. Increments:** For overtime eligible employees, sick leave may be used in one-  
3 quarter (1/4) hour increments at the discretion of the division manager or department director.

4       **Section 6.4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits  
5 accrued by an employee.

6       **Section 6.5. Verification of Illness:** Department management is responsible for the proper  
7 administration of the sick leave benefit. Verification of illness from a licensed healthcare provider  
8 may be required for any requested sick leave absence.

9       **Section 6.6. Separation from Employment:** Separation from County employment except by  
10 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick  
11 leave currently accrued to the employee. Should the employee resign in good standing or be laid off  
12 and return to the County within two years, accrued sick leave shall be restored.

13       **Section 6.7. Pregnancy Disability:** Accrued sick leave may be used for absence due to  
14 temporary disability caused by pregnancy.

15       **Section 6.8. Other Than County Employment:** Sick leave because of an employee's physical  
16 incapacity shall not be approved where the injury is directly traceable to employment other than with  
17 the County.

18       **Section 6.9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have  
19 successfully completed at least five (5) years of County service and who retire as a result of length of  
20 service or who leave the County's employment in good standing after twenty-five (25) years or more  
21 or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW  
22 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick  
23 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment  
24 less mandatory withholdings.

25       **Section 6.10. Maximum Compensation:** Employees injured on the job may not  
26 simultaneously collect sick leave and workers' compensation payments in a total amount greater than  
27 the net regular pay of the employee. Provided that employees who qualify for workers'  
28 compensation may receive payments equal to net regular pay.

1           **Section 6.11. *Uses of Sick Leave:*** Employees are eligible for payment on account of illness  
2 for the following reasons:

3           A. Employee illness;

4           B. Employee disability due to pregnancy or childbirth;

5           C. Employee exposure to contagious diseases and resulting quarantine;

6           D. Employee keeping medical, dental, or optical appointments;

7           E. Employee caring for a child under the age of eighteen (18) with a health condition  
8 that requires treatment or supervision (pursuant to RCW 49.12.270);

9           F. As required under state or federal law;

10          G. To volunteer in a child's school for up to a maximum of 3 days on the conditions  
11 set forth in the King County Personnel Guidelines.

12          H. Organ Donation (pursuant to King County Code 3.12.215).

13           **Section 6.12. *Bereavement Leave:*** Is pursuant to Article 8 of the MLA.

14           **Section 6.13. *Sick Leave Incentive:*** In January of each calendar year, employee sick leave  
15 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of  
16 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)  
17 additional hours credited to their vacation account. Employees who have used more than sixteen (16)  
18 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their  
19 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

20           **Section 6.14. *Prescribed Period of Absence:*** Holidays or regular days off falling within the  
21 prescribed period of absence will not be charged against accrued sick leave.

22           **Section 6.15. *King County Family Medical Leave:*** Is pursuant to Article 11 of the MLA.

23           **ARTICLE 7: WAGE RATES**

24           **Section 7.1. *Rates of Pay:*** Wage rates for regular part-time employees shall be prorated  
25 based upon the ratio of hours actually worked to the standard 40-hour workweek.

26           **Section 7.2.** All wage rates in effect for the classifications listed in Addendum A will receive  
27 increases in accordance with the King County and Union Coalition "2017-2018 Total Compensation"  
28 Memorandum of Agreement, Document Code: 000U0516 and Article 29 of the MLA.

1           **Section 7.3. *Work Out of Class:*** MLA Provisions in Article 37 regarding Working Out of  
2 Class shall not apply to this bargaining unit. King County may assign an employee to work out of  
3 class whenever an employee is assigned, in writing (such assignments must be in writing), by the  
4 division manager or his/her designee, to perform the duties of a higher classification for a period of  
5 one full working day or more, that employee shall be paid at the first step of the higher class or a  
6 minimum of five percent (5%), whichever is greater, over the salary received prior to the assignment,  
7 for all time spent while so assigned. Additional compensation shall not exceed the maximum of the  
8 salary range for the assigned classification. King County may assign employees to perform the work  
9 of a lower classification, but while so assigned, the employee will be paid at the rate of his/her  
10 normal classification, consistent with Article 3(O.).

11           **Section 7.4. *Salary on Promotions:*** Any employee who is promoted to a higher  
12 classification shall receive the beginning step for the higher classification or the next higher salary  
13 step as would constitute a minimum of a five percent (5%) increase over the salary received prior to  
14 the promotion.

15           **Section 7.5. *Employee Incentive/Career Development:***

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

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

24           **A. Translation**

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

1 Sheriff, Director or designee.

2 Those employees named on such list are eligible and qualified to perform  
3 translation/interpreting services for the department and are eligible to receive a five hundred dollar  
4 (\$500) (flat monthly rate of \$41.67 converted to an hourly figure) per year premium for such  
5 services. Payment will be made for the calendar year no later than the first pay period in April of the  
6 year. Employees who are placed on the eligibility list after January 1st of any given year shall be  
7 paid a prorated share of the five hundred dollars (\$500) yearly premium (flat monthly rate of \$41.67  
8 converted to an hourly figure). Employees who are placed on the eligibility list after January 1st of  
9 any given year shall be paid such premium the month following placement on such list.

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

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

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

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

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

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

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

#### 4 **B. Budgetary Savings**

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

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

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

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

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

#### 27 **C. Education**

28 The department will pay to qualified employees a premium of forty-five to sixty-five dollars

1 (\$45 to \$65) per month (see below), provided that the employee has obtained an A.A., B.A. or M.A.  
 2 degree from any accredited state college. As with Section A (Translation) such premiums will not be  
 3 paid if the degree constitutes a minimum requirement of the position.

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

8  
 9 This section is subject to the grievance procedure.

10 **Section 7.6. Longevity Pay:** Employees working in job classifications in the King County  
 11 Sheriff's Office, who were receiving longevity pay prior to the date of ratification of this contract by  
 12 the King County Council, shall continue to receive longevity pay, including future longevity step  
 13 increases, provided that they have not reached the top longevity step of twelve years (\$82.25), so long  
 14 as they continue to work in a job classification which was eligible for longevity pay. Those  
 15 employees who were hired prior to December 14, 1992 and who are working in job classifications in  
 16 the King County Sheriff's Office which would have been eligible for longevity pay shall receive  
 17 longevity pay at such time as they would have become eligible for such pay, so long as they remain  
 18 in a job classification which was eligible for longevity under the previous collective bargaining  
 19 agreement that expired on December 31, 1994.

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

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

25  
 26 B. Longevity shall be paid beginning from the first of the month following the month  
 27 the employee first qualified for the program.

28 **Section 7.7. Shift Differentials:** The value of the shift differential has been rolled over into



1 the base wage of bargaining unit employees who previously received such differential, and is  
2 included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employees  
3 shall receive shift differential as a separate premium.

4 **Section 7.8. Reinstated Employees:**

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

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

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

21 **Section 7.9.** The parties have bargained King County's 2005 proposed changes to the King  
22 County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby  
23 incorporated into this Agreement.

24 **Section 7.10. King County Sheriff's Office AFIS employees:** Employees assigned to the  
25 KCSO AFIS Section in the Technical Services Division are eligible to receive the following premium  
26 pays upon written certification by the International Association for Identification (IAI) or other  
27 certifying body approved by KCSO provided:

28 **A.** Upon written request, KCSO will reimburse eligible and qualified employees for

up to one testing/application fee per year to certify or recertify for an approved certification. Reimbursement will be made after taking the test, but is not dependent on a passing score.

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

**C.** The employee may receive only one premium for which he/she qualifies.

**D.** Premium payments cease when certification expires. The employee must be 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 7.11. IAI Membership Dues:** The County will pay employees' individual annual membership dues to the IAI.

## **ARTICLE 8: OVERTIME**

### **Section 8.1. Overtime:**

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

Overtime shall be paid at one and one-half (1-1/2) times the employee's FLSA regular rate calculated using their actual hours worked. "Actual hours worked" excludes all sick leave.

**Section 8.2. Callouts:** Are pursuant to Article 33 of the MLA.

**Section 8.3. 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 shift, then a two (2) hour minimum shift will be paid.

1           **Section 8.4. Overtime Authorization:** All overtime shall be authorized by the Department  
2 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a  
3 regularly scheduled work day for the individual crew.

4           **Section 8.5. Minimum Standards Set By Law:** If any provision of this article conflicts with  
5 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal  
6 FLSA, then those minimum standards shall apply.

7           **Section 8.6. Compensatory Time:** In lieu of overtime pay, an employee may request, in  
8 writing, prior to working the overtime, compensatory time at the rate of time and one half for each  
9 hour of overtime that was worked, provided: all comp time must be authorized by Department  
10 management. If denied, the overtime work will be compensated with overtime pay. A denial of a  
11 request to be compensated for overtime hours worked with comp time rather than overtime pay is  
12 within the discretion of management and is not subject to the grievance procedure of this collective  
13 bargaining agreement, but may be discussed in Labor Management Meetings.

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

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

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

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

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

28           E. Employees will note their comp time balances (as reflected either on their pay

1 stubs or in payroll) and submit requests for the use of comp time only when they have adequate leave  
2 in their comp time bank to cover the request.

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

5 **Section 8.7. Voluntary Training:** Employees who request training on a voluntary basis will  
6 not be paid for study time associated with said training, nor will overtime compensation be paid for  
7 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
8 training schedule, provided, however, employees who are required to attend by the Department will  
9 be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the  
10 overtime provisions of this agreement. If an employee seeks professional development opportunities  
11 under MLA Article 12, they must obtain advance approval for scheduling and time away from work.

12 **Section 8.8. Executive Leave:** Employees who are both FLSA and contract overtime exempt  
13 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,  
14 consistent with King County policies, rules and procedures for the assignment and use of such leave.  
15 This leave must be taken the year it was awarded, and may not be carried over from year to year.

16 **Section 8.9.** Overtime-eligible employees who receive work related calls at home on their off  
17 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)  
18 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

19 **Section 8.10. KCSO Remote call out:** Is pursuant to Article 33 of the MLA.

20 **ARTICLE 9: HOURS OF WORK**

21 **Section 9.1.** The working hours of the full-time classifications affected by this Agreement  
22 shall be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

23 **Section 9.2. Work Schedules:** The establishment of reasonable work schedules and starting  
24 times is vested solely within the purview of department management and may be changed from time  
25 to time provided a two (2) week prior notice of change is given, except in those circumstances over  
26 which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or  
27 ten (10) working days) notification period shall not commence until the employee has received verbal  
28 or written notification of the proposed change.

1 In the exercise of this prerogative, department management will establish schedules to meet  
2 the dictates of the work load, however, nothing contained herein will permit split shifts.

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

7 **Section 9.3. Minimum Standards:** If any provision in this article shall conflict with the  
8 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

9 **Section 9.4. Employee Requests:** Work schedules may be altered, upon written request of  
10 the employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by  
11 the employee and management, for so long as the parties agree in writing.

12 **Section 9.5. Job Sharing:** If two employees in the same job classification and work site  
13 wish to job share one full-time position, they shall submit such a request in writing to their immediate  
14 supervisor. The immediate supervisor shall submit such request to the Precinct Commander,  
15 Division Chief, or Division Manager. The request shall be transmitted to the Department Director or  
16 Sheriff/Director. The Department Director or Sheriff shall have ninety (90) days from the date he/she  
17 receives the request to review the request and either approve or deny the request for job sharing.

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

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

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

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

## 26 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

27 Group medical, dental and life insurance programs will be maintained in accordance with  
28 Article 25 of the MLA.

1 **ARTICLE 11: MISCELLANEOUS**

2       **Section 11.1. *Leave of Absence for Union Employment:*** MLA Provisions in Article 22  
3 regarding Union Leave shall not apply to this bargaining unit. An employee elected or appointed to  
4 office in a local of the signatory organization which requires a part or all of his/her time shall be  
5 given leave of absence up to one (1) year without pay upon application.

6       **Section 11.2. *Mileage Reimbursement:*** Is pursuant to Article 24 of the MLA.

7       **Section 11.3. *Access to Premises:*** The Employer administration shall afford Union  
8 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
9 management officials and/or aggrieved employees, provided that the Union representative and/or  
10 aggrieved employees contact their immediate supervisors, indicate the general nature of the business  
11 to be conducted, request necessary time without undue interference with assignment duties. Time  
12 spent on such activities shall be recorded by the Union representative on a time sheet provided by the  
13 supervisor. Union representatives shall guard against use of excessive time in handling such  
14 responsibilities.

15       **Section 11.4. *Loss of Personal Effects:*** Employees who suffer a loss or damage, in the line  
16 of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at  
17 department expense, not to exceed \$150.00.

18       **Section 11.5. *Mandatory Higher Education:*** Employees who are required to obtain  
19 additional formal education beyond that initially required for employment shall be allowed time off  
20 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion  
21 of management.

22       **Section 11.6. *Jury Duty:*** Working conditions in MLA in Article 5 regarding Jury Duty shall  
23 not apply to this bargaining unit. An employee required by law to serve on jury duty shall continue  
24 to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period  
25 of time necessary for such assignment. If they have four hours or more left on their shift at the  
26 completion of the jury duty assignment for the day, they shall report to their work location and  
27 complete the day shift. Once the employee is released for the day, or more than one day, then he/she  
28 is required to contact the supervisor who will determine if he/she is required to report for duty,

1 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
2 he/she shall not be required to report for work on that particular day.

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

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

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

14 **Section 11.7. *Bus passes:*** Are pursuant to Article 38 of the MLA.

15 **Section 11.8. *Essential Personnel:*** The Sheriff's Office has reviewed its policies with  
16 respect to employees considered essential personnel, with the goal of including as few non-  
17 commissioned employees as reasonably necessary to meet the needs of King County and the Sheriff's  
18 Office.

19 **Section 11.9. *Promotional Opportunities:*** MLA Provisions in Article 18 regarding Job  
20 Postings shall not apply to this bargaining unit. Bargaining unit members may apply for promotional  
21 opportunities within the KCSO. If after applicable Civil Service and County testing, there is no  
22 bargaining unit member within the top-scoring pool of applicants to be considered under the  
23 County's application of the relevant Civil Service rules, then the highest scoring bargaining unit  
24 member on the civil service list shall be added to the pool of applicants eligible for consideration.  
25 Should there be a tie for highest score in that situation, the most senior member shall be placed in the  
26 pool.

27 **Section 11.10. *Lateral Transfers:*** As outlined in the General Orders Manual (GOM), prior  
28 to the initiation of any selection process to fill a vacant bargaining unit position, regular employees of

1 the bargaining unit, whose classification is the same as that of the vacant position, shall be given the  
2 opportunity to submit an application for transfer to be considered for the vacant position.

3 **Section 11.11. Annual Performance Evaluations and Appeal:** If an employee challenges  
4 the fairness or accuracy of their annual performance evaluation, the evaluation may be appealed by  
5 the employee in writing within ten (10) business days of the employee's receipt of such evaluation. It  
6 will then be discussed/reviewed between the supervisor and reviewer. If a suitable solution cannot be  
7 reached, the employee may appeal to the Section Commander/Manager of the unit. The employee  
8 may appeal the Commander/Manager's decision to the third step of the appeal process. At each step  
9 of the process, the employee shall have ten (10) business days in which to appeal to the next step in  
10 writing (from the date of receipt of the decision, or expiration of the timeframe). The Supervisor and  
11 Commander/Manager review should result in a written determination within ten (10) days of  
12 receiving the issue, or the employee may appeal to the next step.

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

16 See Addendum I.

## 17 **ARTICLE 12: GRIEVANCE PROCEDURE**

18 MLA Provisions in Articles 26 and 27 regarding Grievance Procedure and Discipline and  
19 Sunset Clause shall not apply to this bargaining unit. King County recognizes the importance and  
20 desirability of settling grievances promptly and fairly in the interest of continued good employee  
21 relations and morale and to this end the following procedure is outlined. To accomplish this, every  
22 effort will be made to settle grievances at the lowest possible level of supervision.

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

25 **Section 12.1. Definition:** Grievance - An issue raised by a party to this Agreement relating  
26 to the interpretation of his/her rights, benefits, or conditions of employment as contained in this  
27 Agreement, except that verbal or written reprimands are not subject to Step 4 of the grievance  
28 procedure outlined in this Agreement.



1           **Procedure**

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

5           The grievance must:

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

9           The supervisor or administrator shall gain all relevant facts and shall attempt to adjust the  
10 matter and notify the employee within ten (10) calendar days. If a grievance is not pursued to the  
11 next level within ten (10) calendar days, it shall be presumed resolved.

12           **Step 2 - Section Commander:** If, after thorough discussion with the immediate supervisor or  
13 administrator, the grievance has not been satisfactorily resolved, the Union shall present the  
14 grievance to the Section Commander for investigation, discussion and written reply. The Section  
15 Commander shall make his/her written decision available to the aggrieved employee within fourteen  
16 (14) calendar days. If the grievance is not pursued to the next higher level within ten (10) calendar  
17 days, it shall be presumed resolved.

18           **Step 3 - Section Chief/Office of Labor Relations (OLR):** If, after thorough evaluation, the  
19 decision of the Section Commander has not resolved the grievance to the satisfaction of the  
20 employee, the Union may present the grievance to the Section Chief. The Chief in consultation with  
21 OLR will determine whether the grievance relates to a working condition (KCSO) or wage or benefit  
22 (OLR), and the appropriate agency shall review and respond to the grievance. All letters, memoranda  
23 and other written materials previously submitted to lower levels of supervision shall be made  
24 available for the review and consideration at this level. The Chief/OLR may interview the employee  
25 and/or his/her representative and receive any additional related evidence which he/she may deem  
26 pertinent to the grievance. The Chief/OLR shall make his/her written decision available within  
27 fourteen (14) calendar days. If the grievance is not pursued to the next higher level within ten (10)  
28 calendar days, it shall be presumed resolved.

1 By mutual agreement, the parties may call in a mediator to attempt to resolve the dispute. The  
2 parties shall jointly select the mediator who will hear both sides of the dispute and attempt to bring  
3 the parties to an agreement. The mediator may not bind the parties to any agreement, as mediation is  
4 a voluntary process. Parties are encouraged to participate in good faith mediation and nothing the  
5 mediator says shall be admissible in an arbitration.

6 All employer grievances shall be initiated at Step 3 of this procedure.

7 **Step 4 - Arbitration:** Either the County or the Union may request arbitration within thirty  
8 (30) days of the issuance of the Step 3 decision, and the party requesting arbitration must at that time  
9 specify the exact question which it wishes arbitrated. The parties shall then select a third  
10 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
11 arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the  
12 American Arbitration Association or the Federal Mediation and Conciliation Service, PERC, or by  
13 another agency if the parties mutually agree. The arbitrator will be selected from the list by both the  
14 County representative and the Union, each alternately striking a name from the list until one name  
15 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to  
16 render a decision promptly and the decision of the arbitrator shall be final and binding on both  
17 parties.

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

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

25 No matter may be arbitrated which the County by law has no authority over, has no authority  
26 to change, or has been delegated to any civil service commission or personnel board.

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

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

1           **Section 12.2. Multiple Procedures:** If employees have access to multiple procedures for  
2 adjudicating grievances, then selection by the employee of one procedure will preclude access to  
3 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
4 procedure.

5           **Section 12.3. Just Cause/Progressive Discipline:** No employee may be discharged,  
6 suspended without pay, or disciplined in any way except for just cause. In addition, the County will  
7 employ the concept of progressive discipline in appropriate cases. The County's policy is that  
8 discipline is corrective, rather than punitive in nature. It is understood that there may be egregious  
9 cases that may result in discharge, disciplinary transfer, or other disciplinary action that do not  
10 require corrective action.

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

17           **Section 12.4. Appearing at Civil Service, PERC, and Arbitration Hearings:** Employees  
18 who are directly involved with proceedings as described above may be allowed to attend without loss  
19 of pay provided prior permission is granted by the Employer or his/her designee.

20           **Section 12.5. Probationary Period:** All newly hired and promoted employees must serve a  
21 probationary period as defined in RCW 41.14 and Civil Service Rules. To the extent permitted by  
22 law, the probationary period shall be automatically extended for any absence from work, or any  
23 period during which the employee cannot perform the essential functions of the job, that extends  
24 longer than ten (10) work days. As the above specify that the probationary period is an extension of  
25 the hiring process, the provisions of this Article will not apply to employees if they are discharged  
26 during their initial probationary period, or are demoted during the promotional probationary period  
27 for performance related issues. Grievances brought by probationary employees involving issues  
28 other than discharge or demotion may be processed in accordance with this Article.

1           **Section 12.6. Union Concurrence:** Inasmuch as this is an agreement between the County  
2 and the Union, no individual may, without Union concurrence, make use of the provisions of this  
3 Article.

4 **ARTICLE 13: BULLETIN BOARDS**

5           Use of Bulletin Boards and Electronic Devices will be in accordance with Article 23 of the  
6 MLA.

7 **ARTICLE 14: NON-DISCRIMINATION**

8           The Employer or the Union shall not unlawfully discriminate against any individual with  
9 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
10 religion or religious affiliation, national origin, ancestry, sexual orientation, gender identity or  
11 expression, age, sex, honorably discharged veteran or military status, or any disability.

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

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

19 **ARTICLE 15: SAVINGS CLAUSE**

20           Article 30 Savings Clause in the MLA applies also to this Appendix and its Addenda.

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

22           **Section 16.1. No Work Stoppages:** The employer and the signatory organization agree that  
23 the public interest requires efficient and uninterrupted performance of all County services, and to this  
24 end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

25 Specifically, the signatory organization shall not cause or condone any work stoppage, including any  
26 strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is  
27 not bona fide, or other interference with County functions by employees under this agreement and  
28 should same occur, the signatory organization agrees to take appropriate steps to end such

1 interference. Any concerted action by any employees in any bargaining unit shall be deemed a work  
2 stoppage if any of the above activities have occurred.

3 **Section 16.2. *Union Responsibilities:*** Upon notification in writing by the County to the  
4 signatory organization that any of its members are engaged in a work stoppage, the signatory  
5 organization shall immediately, in writing, order such members to immediately cease engaging in  
6 such work stoppage and provide the County with a copy of such order. In addition, if requested by  
7 the County, a responsible official of the signatory organization shall publicly order such signatory  
8 organization employees to cease engaging in such a work stoppage.

9 **Section 16.3. *Disciplinary Action:*** Any employee who commits any act prohibited in this  
10 article will be subject to the following action or penalties:

11 1. Discharge.

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

### 13 **ARTICLE 17: WAIVER CLAUSE**

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

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

### 23 **ARTICLE 18: REDUCTION-IN-FORCE**

24 **Section 18.1. *Layoff Procedure:*** Employees laid off as a result of a reduction in force shall  
25 be laid off according to inverse seniority within the classification, with the employee with the least  
26 time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff  
27 within the Department with the same classification seniority, the Department head will determine the  
28 order of layoff based on employee performance, PROVIDED: no regular or probationary employee

1 shall be laid off while there are temporary employees serving in the class or position for which the  
2 regular or probationary employee is eligible and available. Each employee will have an adjusted  
3 service date based on their length of service within their classification and Department.

4 **Section 18.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
5 probationary employee may on the basis of classification seniority, bump the least senior employee in  
6 any lower level position (within the department and bargaining unit) formerly held by the employee  
7 designated for layoff, provided that the employee exercising his/her right to bump has more seniority  
8 in the classification than the employee who is being bumped.

9 **Section 18.3. Re- Employment List:** The names of laid off employees will be placed in order  
10 of layoff (with the employees with the most seniority as defined above placed at the top of the list) on  
11 a Re-employment List for the classification previously occupied. The Re-employment List will  
12 remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever  
13 occurs first.

#### 14 **ARTICLE 19: CIVILIAN REVIEW**

15 The King County Office of Law Enforcement Oversight (OLEO) will provide a professional  
16 presence to help ensure a quality investigation in real time, and visible, independent oversight to  
17 reassure the public

18 **Section 19.1.** The OLEO will actively monitor all KCSO internal investigations. In addition,  
19 OLEO may monitor any incidents involving an officer's use of force, and Critical Incidents. Critical  
20 Incidents include the use of deadly force, officer-involved shootings, uses of force (including  
21 intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization,  
22 and in-custody deaths.

23 **Section 19.2.** The OLEO may receive complaints from any complaining party, including,  
24 without limitation, citizens or employees of KCSO. The OLEO will forward all complaints to the  
25 Internal Investigations Unit (IIU) for processing and, when appropriate, investigation. The OLEO  
26 will not conduct independent disciplinary investigations, but may participate in interviews as  
27 provided herein.

28 **Section 19.3.** OLEO staff shall be timely notified of and have the opportunity to attend

1 scenes of Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the  
2 administrative investigation team. OLEO staff shall be stationed at the Command Post and interact  
3 with the administrative team as liaison with the CID. After the initial investigation is complete and  
4 scene secured, a representative from the CID will escort the OLEO representative through the scene.

5 **Section 19.4.** OLEO staff shall have the opportunity to attend shooting review or use of force  
6 review boards as a non-voting member. If a driving review board involves a Critical Incident, OLEO  
7 staff may attend such review boards as a non-voting member.

8 **Section 19.5.** The OLEO will have the opportunity to make a recommendation for mediation  
9 to the Sheriff, prior to investigation, except in cases of complaints of serious matters (complaints that  
10 could lead to suspension, demotion or discharge). In the event KCSO, the complainant and the  
11 officer all agree to mediation, that process will be utilized rather than sending the matter on for  
12 investigation. Assuming the officer participates in good faith during the mediation process, the  
13 officer will not be subject to discipline and the complaint will be administratively dismissed. Good  
14 faith means that the officer listens and considers the issues raised by the complainant, and acts and  
15 responds appropriately. Agreement with either the complainant or the mediator is not a requirement  
16 of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses  
17 to participate, the officer will be considered to have participated in good faith. Moreover, any records  
18 related to mediation (other than a mediation settlement agreement) shall not be admissible in any  
19 proceeding except to enforce this section. The parties agree that "serious" matters are not eligible for  
20 this mediation option.

21 **Section 19.6.** IIU will notify the OLEO of all administrative interviews on all complaints of a  
22 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints  
23 originating at the OLEO. A single OLEO representative from the OLEO may attend and observe  
24 interviews, and will be given the opportunity to ask questions that are within the scope of permissible  
25 investigative questioning after the completion of questioning by KCSO. The OLEO will not  
26 participate in criminal investigations of KCSO employees in any way.

27 **Section 19.7.** Upon completion of internal investigations, IIU will forward a complete copy  
28 of the case file to the OLEO for review. The OLEO will determine, in writing, whether the

1 investigation was thorough and objective in the opinion of the Director of the OLEO.

2       **Section 19.8.** As a part of the review process, the Director of the OLEO may believe that  
3 additional investigation is needed on issues he/she deems material to the outcome. If there is any  
4 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or  
5 materiality of the requested additional investigation, the IIU Commander will determine whether  
6 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the  
7 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director  
8 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the  
9 King County Executive, whose decision will be final. Once the matter has been referred to and  
10 resolved by the Executive, the investigation will be completed consistent with the determination by  
11 the Executive. After completion of the additional investigation, or the conclusion that no further  
12 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the  
13 Director of the OLEO, the internal investigation was thorough and objective. This determination will  
14 be made within five (5) business days. Once the above finding is entered in the investigation, the  
15 OLEO will not be involved further in the processing of that case except as provided herein.

16       **Section 19.9.** All final disciplinary decisions will be made by the Sheriff.

17       **Section 19.10.** Reopener: The parties agree to reopen this Article to bargain the decisions  
18 and/or effects following ratification of the King County Police Office Guild (KCPOG) collective  
19 bargaining agreement on OLEO with a term date starting in 2017.




1 **ARTICLE 20: DURATION**

2 Is pursuant to Article 31 of the MLA.

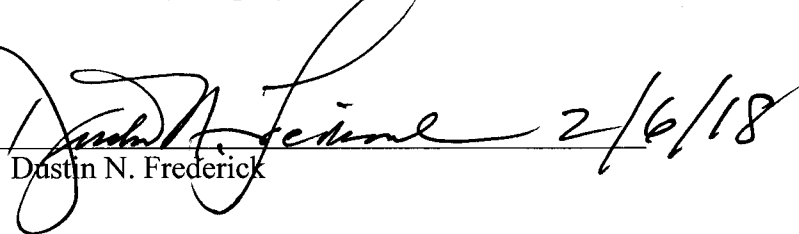
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5 APPROVED this 15 day of MARCH, 2018.

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8 By:   
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10 King County Executive

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12 King County Sheriff's Office:

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15 Mitzi Johanknecht  
16 Sheriff  
17 King County Sheriff's Office

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19 Public Safety Employees Union:

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21  2/6/18  
22 Dustin N. Frederick  
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1 **ADDENDUM B**

2 **STEP PROGRESSION**

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4 1. All step increases are based upon a satisfactory or higher performance rating. Merit pay  
5 above top step is in accordance with the County's Performance Appraisal and Merit Pay System  
6 Manual (Merit Plan), as amended.

7 2. Employees covered by this CBA who start at Step 1, shall automatically (consistent with  
8 other provisions of this CBA and the wage chart attached) advance from Step 1 to Step 2 upon  
9 completion of six (6) months of service regardless of the length of probation. Thereafter, the  
10 employee will receive a step increase according to the wage addendum based on a satisfactory or  
11 higher performance rating until they have reached the top step of their range, and are eligible for  
12 merit pay in accordance with the Merit Plan. The KCSO has the right to place employees on  
13 probation for a period of up to one (1) year.

14 3. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds  
15 Standards" on the employee performance evaluation utilized by the KCSO.

16 4. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on  
17 any factor or overall rating, specific facts on which the rating is based must be provided; such facts  
18 shall include time, place and frequency of unacceptable performance.

19 5. The employee, if denied a step increase, shall be placed on either monthly or quarterly  
20 evaluations and at such time that the employee's performance becomes "Satisfactory" or higher, the  
21 employee shall receive the previously denied step increase the first of the month following attaining a  
22 "Satisfactory" or higher evaluation. The date on which an employee would be entitled to a future  
23 step increase will not be affected by the above action.

24 6. Term-Limited Temporary Employees shall also automatically advance through the steps of  
25 their salary range. Temporaries shall not receive step increases. Term-limited temporary and  
26 temporary employees are employed at will and are not subject to the just cause requirement under the  
27 CBA.

28 7. New Career Service or Civil Service employees, who have relevant experience as either a

1 term-limited temporary or temporary employee with the County in the same classification to which  
2 they are hired, should be given appropriate credit for such prior service with respect to step  
3 placement.

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

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1 **ADDENDUM C**

2 **DEFINITIONS**

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

5 **1. Party:**

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

8 **2. Regular Full-Time Position:**

9 "Regular Full-Time Position" means a regular position which has an established work  
10 schedule of not less than thirty-five (35) hours per week in those work units in which a  
11 thirty-five (35) hour week is standard, or of not less than forty (40) hours per week in those work  
12 units in which a forty (40) hour week is standard.

13 **3. Regular Part-Time Position:**

14 "Regular Part-Time Position" means a regular position in which the part-time regular  
15 employee is employed for at least nine hundred and ten (910) hours but less than a full time basis in a  
16 calendar year in a work unit in which a thirty-five (35) hour week is standard or for at least one  
17 thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which  
18 a forty hour work week is standard. Where the standard work week falls between thirty-five (35) and  
19 forty (40), the Director, in consultation with the Department, is responsible for determining what hour  
20 threshold will apply.

21 **4. Temporary Position:**

22 "Temporary Position" means a position which is not a regular position as defined in this  
23 Addendum and excludes administrative intern. Temporary positions include both term-limited  
24 temporary positions as defined in this Addendum and short-term (normally less than six months)  
25 temporary positions in which a temporary employee works less than nine hundred ten (910) hours in  
26 a calendar year in a work unit in which a thirty-five (35) hour work week is standard or less than one  
27 thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is  
28 standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the  
Director, in consultation with the department, is responsible for determining what hour threshold will  
apply.

1           **5. Temporary Employee:**

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

6           **6. Term-Limited Temporary Position:**

7           “Term-Limited Temporary Position” means a temporary position with work related to a  
8 specific grant, capital improvement project, information systems technology project, or other non-  
9 routine, substantial body of work, for a period greater than six months.

10           **7. Term-Limited Temporary Employee:**

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

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

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3       1. King County retains the right (as negotiated between the parties) to transfer or assign  
4 employees to higher classifications and equal classifications, as long as the conditions of Article 7  
5 Section 3 are met.

6       2. Whether an out-of-class assignment is defined as an assignment to a higher, lower or  
7 lateral classification depends solely on the pay for those classifications.

8       3. King County also retains the right (as negotiated between the parties) to transfer or assign  
9 employees to lower classifications as long as the following conditions are met:

10           a. An employee so assigned shall continue to be paid according to the wage scale  
11 assigned to his/her regular classification for the duration of the lower classification assignment.

12           b. The Department is responsible for seeing that all employees are adequately trained  
13 and are qualified to perform the work they are required to perform.

14           c. The Department recognizes that there is a limit as to the number of job duties one  
15 employee can perform satisfactorily in a given period of time. It is not the intent of the Department  
16 to require one employee to complete each and every duty of two full-time jobs at one time. When an  
17 employee is asked to temporarily perform the duties of another classification both the department and  
18 the employee have the duty to keep the other informed of work assignment priorities and completion  
19 dates.

20           d. When out-of-class work is available due to the absence of a regular employee or  
21 some other reason, the precinct will notify employees (through a posting at the precinct where the  
22 work is located, or posting in the G.I.B., or through any other forum the department selects), and will  
23 consider employees who volunteer for this assignment. If the Department determines that there are  
24 no qualified volunteers available, the Department will select another qualified employee.

25           e. Employees who are assigned to do lower class work will be assigned on a  
26 temporary basis, and shall not be used to permanently supplant employees in the lower  
27 classifications. Thus, such assignments will generally be of short duration, limited to no more than  
28 three (3) consecutive months per employee per instance, unless both King County and the Union  
agree to extend this time period in a particular case.

          f. The parties recognize that some employees wish to work out of class and some  
employees do not. The parties, through this agreement, have attempted to meet the concerns of  
employees, and the needs of the Department for adequate staffing and flexibility. The parties also  
recognize King County Civil Service Rules and expressly acknowledge that this Agreement takes  
precedence over any civil service rules.

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## ADDENDUM E

### TRANSITION TO BIWEEKLY PAY

1. The County provided timely notice to the Union of its intent to implement a biweekly payroll schedule for employees represented by the Union 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 Union. The affected employees are members of the Public Safety Employees Union.

3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.

4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.

5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to Union 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.

8. The Union acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

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## ADDENDUM F

### 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 Union 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 union 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



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

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

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

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

**SICK LEAVE AND OVERTIME**

1. The King County Sheriff's Office has a longstanding past practice of including paid leave as "hours worked" for purposes of calculating hourly overtime compensation rates, but excluding paid sick leave from such calculation. The exclusion of sick leave in calculating this rate is mandated by the last sentence of Article 8 section 1 ("Actual hours worked" excludes all sick leave.)

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

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

4. This agreement does not constitute a change in contract language, but merely a temporary change in practice, or a suspension of the contract language in question. The "status quo," for purposes of collective bargaining, remains the current language found in Article 8 Section 1.

1 **ADDENDUM H**

2 **5/2 – 5/3 WORK SCHEDULE IN DATA UNIT**

3 **Facts:**

- 4 1. The average number of workdays per year in a 5/2-5/3 schedule is 243.3.  
5 2. The average number of workdays in a normal 5/2 schedule with twelve (12) holidays is  
6 260.7.  
7 3. The differential of seventeen-point-four (17.4) days off is made up by including the ten  
8 (10) legal holidays and two (2) personal holidays into the 5/2-5/3 furlough schedule.  
9 4. After inclusion of these holidays there remains a differential of five-point-four (5.4)  
10 additional days off. This differential is recovered (made up) by requiring the affected employees to  
11 work the five (5) extra days during the calendar year as factored into their assigned shift/furlough  
12 schedule.

13 Article 9, Section 4 of the PSEU Non-Commissioned Professional Employees - Supervisory  
14 collective bargaining agreement (CBA) provides for agreements with respect to “alternative work  
15 schedules” “mutually agreed to” by the employee and management, “for so long as the parties agree,  
16 in writing”. This Agreement is consistent with this provision.

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

- 18 1. Management will clearly outline the hours the employee is expected to work.  
19 2. The alternative work schedule must not increase the need for overtime, and employee  
20 availability to work overtime must not be reduced.  
21 3. Vacation and sick leave shall be used on an hour for hour basis.  
22 4. Overtime continues to be paid after forty (40) hours in a week, consistent with the terms of  
23 the current CBA.  
24 5. The employer may cancel the alternative work schedule arrangement and revert back to the  
25 traditional 5/2 schedule for any reason with thirty (30) calendar days written notice to the affected  
26 employee. The decision to take an employee off the alternative work schedule and put him/her back  
27 on a 5/2 schedule may not be grieved under Article 12 Grievance Procedure of the applicable CBA.  
28 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 CBA Article 4, sections 2 and 4, will not be applied to  
employees working a 5/2 5/3 schedule. The ten (10) legal holidays and two (2) floating holidays are  
included in the total number of furlough days of the 5/ 2 5/3 schedule and thus the current contractual  
provisions relating to holidays that fall on furlough and floating holidays do not apply. Holiday leave  
shall be applied to the employees working the 5/2 5/3 schedules in the following manner:

If holiday falls on a scheduled workday, the employee receives four (4) hours extra pay per  
employee.

If holiday falls on a scheduled furlough day, the employee receives zero hours extra pay per  
employee.

This Agreement is not intended to supplement Article 9, section 4 of the current CBA. It does  
not replace any provision of the current CBA.

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**ADDENDUM I**

**PERFORMANCE EVALUATION APPEAL PROCEDURES**

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

Anyone involved in the review of the appeal may not sit on the panel. The employee shall be solely responsible for presenting his/her perspective of the appraisal to the panel. The individual responsible for evaluating the employee shall be solely responsible for presenting his/her perspective to the panel.

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

**Addendum A - Wages  
Public Safety Employees Union  
Non-Commissioned Professional Employees - Supervisory  
King County Sheriff's Office**

*For the following classifications, progression to all steps above Step Two is on January 1.*

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	Step 1, for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2810200	281318	Administrator II	56	Range 56, Step 1	Range 56, Step 2	Range 56, Step 3	Range 56, Step 4	Range 56, Step 5	Range 56, Step 6	Range 56, Step 7	Range 56, Step 8	Range 56, Step 9	Range 56, Step 10
2131300	214315	Business and Finance Officer III	62	Range 62, Step 1	Range 62, Step 2	Range 62, Step 3	Range 62, Step 4	Range 62, Step 5	Range 62, Step 6	Range 62, Step 7	Range 62, Step 8	Range 62, Step 9	Range 62, Step 10
2131400	214416	Business and Finance Officer IV	67	Range 67, Step 1	Range 67, Step 2	Range 67, Step 3	Range 67, Step 4	Range 67, Step 5	Range 67, Step 6	Range 67, Step 7	Range 67, Step 8	Range 67, Step 9	Range 67, Step 10
2504100	251201	Communications Operations Manager	69	Range 69, Step 1	Range 69, Step 2	Range 69, Step 3	Range 69, Step 4	Range 69, Step 5	Range 69, Step 6	Range 69, Step 7	Range 69, Step 8	Range 69, Step 9	Range 69, Step 10
5232400	527301	AFIS Operations Manager	70*	Range 70, Step 1	Range 70, Step 2	Range 70, Step 3	Range 70, Step 4	Range 70, Step 5	Range 70, Step 6	Range 70, Step 7	Range 70, Step 8	Range 70, Step 9	Range 70, Step 10
2440200	244302	Program Supervisor I	53	Range 53, Step 1	Range 53, Step 2	Range 53, Step 3	Range 53, Step 4	Range 53, Step 5	Range 53, Step 6	Range 53, Step 7	Range 53, Step 8	Range 53, Step 9	Range 53, Step 10
2440300	244403	Program Supervisor II	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 3	Range 58, Step 4	Range 58, Step 5	Range 58, Step 6	Range 58, Step 7	Range 58, Step 8	Range 58, Step 9	Range 58, Step 10

\* Effective June 1, 2017 the new classification is added to the unit.

*For the following classifications, progression to all steps above Step Two is on January 1.*

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	Step 1, for 6 months	Step 2	Step 3	Step 4	Step 5	Step 6
2441200	243318	Project/Program Manager III	63	Range 63, Step 1	Range 63, Step 2	Range 63, Step 4	Range 63, Step 6	Range 63, Step 8	Range 63, Step 10
2441400	243416	Project/Program Manager IV	68	Range 68, Step 1	Range 68, Step 2	Range 68, Step 4	Range 68, Step 6	Range 68, Step 8	Range 68, Step 10

**Addendum A - Wages  
Public Safety Employees Union  
Non-Commissioned Professional Employees - Supervisory  
King County Sheriff's Office**

*For the following classifications, if hired before 1/1/02, step increase occurs on anniversary of hire date.  
All others advance according to this wage grid.*

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	Step 1, for 6 months	Step 2 for one year	Step 3 for one year	Step 4 for one year	Step 5 for one year	Step 6
5231200	523202	Identification Supervisor	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 4	Range 58, Step 6	Range 58, Step 8	Range 58, Step 10
5232200	523402	Latent Print Supervisor	63	Range 63, Step 1	Range 63, Step 2	Range 63, Step 4	Range 63, Step 6	Range 63, Step 8	Range 63, Step 10

*Salary increases following first salary increase are on January 1, except that second salary increase skips a January 1 when first salary increase is between October 1 and December 31, inclusive.*

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	Step 1, for 12 months	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
7331200	736408	IT Project Manager II	72	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10
7305100	739103	IT Services Manager I	75	Range 75, Step 1	Range 75, Step 2	Range 75, Step 3	Range 75, Step 4	Range 75, Step 5	Range 75, Step 6	Range 75, Step 7	Range 75, Step 8	Range 75, Step 9	Range 75, Step 10
7332100	736605	IT Supervisor I	72	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10
7332200	736703	IT Supervisor II	75	Range 75, Step 1	Range 75, Step 2	Range 75, Step 3	Range 75, Step 4	Range 75, Step 5	Range 75, Step 6	Range 75, Step 7	Range 75, Step 8	Range 75, Step 9	Range 75, Step 10
7334100	736903	Research and Technology Supervisor - Sheriff's Office	72	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10