

**Master Labor Agreement (MLA) - Appendix 34**  
**Agreement Between King County**  
**And**  
**Public Safety Employees Union**  
**Communications Specialists Supervisors - King County Sheriff's Office**  
**[212]**

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ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 2

ARTICLE 3: RIGHTS OF MANAGEMENT ..... 3

ARTICLE 4: HOLIDAYS ..... 5

ARTICLE 5: VACATIONS ..... 6

ARTICLE 6: SICK LEAVE ..... 8

ARTICLE 7: WAGE RATES..... 10

ARTICLE 8: OVERTIME..... 12

ARTICLE 9: HOURS OF WORK ..... 13

ARTICLE 10: INSURED BENEFITS, HRA AND VEBA ..... 15

ARTICLE 11: MISCELLANEOUS ..... 15

ARTICLE 12: GRIEVANCE PROCEDURE ..... 17

ARTICLE 13: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES 21

ARTICLE 14: NON-DISCRIMINATION ..... 21

ARTICLE 15: SAVINGS CLAUSE ..... 21

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

ARTICLE 17: WAIVER CLAUSE..... 22

ARTICLE 18: REDUCTION-IN-FORCE ..... 22

ARTICLE 19: DURATION ..... 24

ADDENDUM A: STEP PROGRESSION ..... 25

ADDENDUM B: DEFINITIONS ..... 26

ADDENDUM C: WAGE ADDENDUM

ADDENDUM D: TRANSITION TO BIWEEKLY PAY

ADDENDUM E: PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

ADDENDUM F: SICK LEAVE AND OVERTIME



1 been delegated to any civil service commission or personnel board similar in scope, structure and  
2 authority as defined in RCW 41.56.

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

4 **Section 2.1. Jurisdiction:** The County Council recognizes the signatory organization as  
5 representing those employees whose job classifications are listed in the attached Addendum C.

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

10 It shall be a condition of employment that regular full-time and regular part-time employees  
11 covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day  
12 following such employment, become and remain members in good standing in the Union, or pay an  
13 agency fee to the Union for their representation to the extent permitted by law.

14 Provided, that an employee with a bona fide religious objection to union membership and/or  
15 association based on the bona fide tenets or teachings of a church or religious body of which such  
16 employee is a member shall not be required to tender those dues or initiation fees to the Union as a  
17 condition of employment. Such employee shall pay an amount of money equivalent to regular union  
18 dues and initiation fee to a non-religious charity mutually agreed upon between the public employee  
19 and the Union. The employee shall furnish written proof that payment to the agreed upon non-  
20 religious charity has been made. If the employee and the Union cannot agree on the non-religious  
21 charity, the Public Employment Relations Commission shall designate the charitable organization. It  
22 shall be the obligation of the employee requesting or claiming the religious exemption to show proof  
23 to the Union that he/she is eligible for such exemption.

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

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

1 treasurer of the signatory organization.

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

7 **Section 2.4. Union Membership Form:** The County will require all new employees, hired or  
8 promoted into a position included in the bargaining unit to sign a form (in triplicate), which will  
9 inform them of the union's exclusive recognition.

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

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

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

17 a. determine the mission, budget, organization, number of employees, and internal security  
18 practices of the Department;

19 b. recruit, examine, evaluate, promote, train, transfer employees of its choosing, and  
20 determine the time and methods of such action, and discipline, suspend, demote, or dismiss  
21 employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the  
22 grievance procedure and just cause provisions of Article 12;

23 c. assign bargaining unit work to any employee in any classification in the bargaining unit  
24 consistent with Article 11, Section 7 and direct the work force;

25 d. develop and modify class specifications;

26 e. determine the method, materials, and tools to accomplish the work;

27 f. designate duty stations and assign employees to those duty stations;

28 g. reduce the work force;

1           **h.** establish reasonable work rules;  
2           **i.** assign the hours of work;  
3           **j.** take whatever actions may be necessary to carry out the Department's mission in case of  
4 emergency;

5           **k.** Bi-weekly pay: the right to define and implement a common bi-weekly payroll system  
6 that will standardize pay practices and fair Labor Standard Act work weeks is vested exclusively in  
7 King County. Implementation of such system may include, but is not limited to, the conversion of  
8 wages and leave benefits into hourly amounts and changes to scheduled pay dates. The parties  
9 recognize that applicable provisions in the collective bargaining agreement may be reopened at any  
10 time during the life of this agreement by the County for the purposes of negotiating these  
11 standardized pay practices, to the extent required by law.

12           In prescribing policies and procedures relating to personnel and practices, and to the  
13 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,  
14 as appropriate. However, the parties agree that the Employer retains the right to implement any  
15 changes to policies or practices that are not mandatory subjects of bargaining.

16           All of the functions, rights, powers, and authority of the Employer not specifically abridged,  
17 deleted, or modified by this Agreement are recognized by the Union as being retained by the  
18 Employer.

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

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

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

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

4 **ARTICLE 4: HOLIDAYS**

5 Employees covered by this Labor Agreement shall be eligible for holidays with pay as  
6 provided in the Master Labor Agreement (MLA), Article 10, except as modified below.

7 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW  
8 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour seven day  
9 per week operation such as the Communications Center shall observe the following four (4) holidays  
10 on the specific dates listed below. For these specific named holidays, overtime will be paid only to  
11 those employees who work on the dates listed below:

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

24 **Section 3. Holidays, Eligibility:** Pursuant to Master Labor Agreement, Article 10

25 **Section 4. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits  
26 based upon the ratio of hours actually worked (less overtime) to a standard work year.  
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1 **ARTICLE 5: VACATIONS**

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

5

<b>Full Years of Service</b>	<b>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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24 Maximum vacation accrual will be 480 hours (320 hours for employees hired on or after  
25 January 1, 2018).

26 **Section 5.2. Accrual Based on Hours Worked:** Vacation benefits for regular, part-time  
27 employees will be established based upon the ratio of hours actually worked (less overtime) to a  
28 standard work year. For example, if a regular, part-time employee normally works four (4) hours per

1 day in a unit that normally works eight (8) hours per day, then the part-time employee would be  
2 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent  
3 number of years service. Employees may not use accrued vacation leave during their first six (6)  
4 months of employment, except as substitution for sick leave pursuant to Article 6.

5 **Section 5.3. No County Employment While on Vacation:** No person shall be permitted to  
6 work for compensation for the County in any capacity during the time when vacation benefits are  
7 being drawn.

8 **Section 5.4. Vacation Increments:** Vacation may be used in one-half hour increments at the  
9 discretion of the department director or his/her appointed designee.

10 **Section 5.5. Maximum Payment Upon Termination:** Upon termination for any reason, the  
11 non-probationary employee will be paid for unused vacation credits up to a maximum allowable  
12 accumulated vacation. Vacation payoff shall be calculated by utilizing the employee's base wages as  
13 set forth in Addendum C.

14 The hourly rate shall be determined by dividing the annual rate of pay by the number of work  
15 hours in that year.

16 **Section 5.6. Payment Upon Death of Employee:** In cases of separation by death, payment of  
17 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided  
18 by RCW, Title 11.

19 **Section 5.7. Vacation Leave Cap:** Pursuant to Master Labor Agreement, Article 9 and as  
20 modified below. All employees may continue to accrue additional vacation beyond the maximum  
21 specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be  
22 lost. Non-probationary employees who leave King County employment for any reason will be paid  
23 for their unused vacation up to the maximum specified In the MLA consistent with Section 5.5  
24 above. Employees shall use or forfeit excess vacation accrual prior to the pay period that includes  
25 December 31st of each year. Employees may carryover excess vacation accrual only when express  
26 approval is granted by the Sheriff or his/her designee.

27 **Section 5.8. Vacation Preference:** In accordance with past practice, vacation shall be  
28 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the



1 employee with the approval of the Division Commander. Employees who are transferred  
2 involuntarily, and who have already had their vacation request approved as specified above, will be  
3 allowed to retain that vacation period regardless of their seniority within the new shift, squad, or unit  
4 to which they are transferred.

5 **Section 5.9. Shift Assignments - Communications Center:** Communications Supervisors  
6 shall be allowed to submit shift and furlough preference forms prior to shift change(s). Shift  
7 assignments may be made with consideration given to employee seniority and preference, with the  
8 Department's staffing and training requirements given first priority. Decisions concerning shift  
9 assignments pursuant to this section shall not be a subject for the grievance procedure.

10 **Section 5.10. Donated Leaves:** Pursuant to Master Labor Agreement, Article 6.

11 **ARTICLE 6: SICK LEAVE**

12 **Section 6.1. Accrual:** MLA provisions regarding Sick Leave shall not apply to this  
13 bargaining unit. Full-time regular employees, and part-time regular employees who receive vacation  
14 and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status  
15 exclusive of overtime up to a maximum of eight (8) hours per month. Employees shall accrue sick  
16 leave from their date of hire in a leave eligible position. The employee is not entitled to sick leave if  
17 not previously earned.

18 **Section 6.2. Loss of Accrual:** During the first year of service, employees eligible to accrue  
19 vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave  
20 as an extension of sick leave. If an employee does not work a full year, any vacation leave used for  
21 sick leave must be reimbursed to the county upon termination.

22 **Section 6.3. Increments:** Sick leave may be used in one-half hour increments at the  
23 discretion of the division manager or department director.

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

26 **Section 6.5. Verification of Illness:** Department management is responsible for the proper  
27 administration of the sick leave benefit. Verification of illness from a licensed health care provider  
28 may be required for any requested sick leave absence.

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

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

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

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

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

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

- 23                   1. Employee illness;
- 24                   2. Noncompensable injury of an employee (e.g., those injuries generally not eligible  
25 for worker's compensation payments);
- 26                   3. Employee disability due to pregnancy or childbirth;
- 27                   4. Employee exposure to contagious diseases and resulting quarantine;
- 28                   5. Employee keeping medical, dental, or optical appointments.

1           6. In accordance with Family Medical Leave Act, King County Family Medical  
2 Leave and other relevant federal, county, and state law, including but not limited to the Washington  
3 Family Care Act.

4           7. Up to one day of sick leave may be authorized for an employee to be at the hospital  
5 on the day of the birth of his/her child.

6           8. Up to three (3) days of sick leave may be used per year, with advanced approval  
7 from the Sheriff's Office, to volunteer at the employee's children's school, consistent with King  
8 County Personnel Guidelines.

9           9. An employee may use vacation leave for sick leave for a Washington Family Care  
10 qualifying event.

11           10. Organ Donation.

12           **Section 6.12. FMLA/KCFML and Bereavement Leave:**

13           Pursuant to Master Labor Agreement, Article 11 and Article 8.

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           **ARTICLE 7: WAGE RATES**

21           **Section 7.1.** The wage range is listed in Addendum C.

22           **Section 7.2. Wage Increases:**

23           a. Wage rates for 2018 will be adjusted pursuant to the Total Compensation Coalition  
24 and Master Labor Agreements. 2019 and 2020 wage rates are yet to be determined through the Total  
25 Compensation Coalition bargaining to occur in 2018.

26           **Section 7.3. Shift Differentials:** The value of the shift differential has been rolled over into  
27 the base wage of all employees in this bargaining unit and is included in the wages outlined in  
28 Addendum C.

1           **Section 7.4. Communication Center Training Duty:** Employees in the Communications  
2 Center who are assigned in writing the responsibility of training and written evaluation of new  
3 employees or newly promoted Communications Supervisors shall be compensated in the following  
4 manner:

5           For each day a trainer is assigned an employee to train, the trainer will receive one (1) day's  
6 training credit. After a total of twenty (20) days, (i.e., four weeks), training credit has been accrued,  
7 the trainer will have the option of receiving thirty (30) hours additional pay at the straight time rate or  
8 thirty (30) hours of additional vacation time or any combination totaling thirty (30) hours. Each  
9 additional block of twenty (20) days training credit will entitle the trainer to the aforementioned  
10 compensation option. In addition, Phase III training compensation will be increased to eight (8)  
11 hours of straight time pay, vacation time or any combination of pay and vacation time totaling eight  
12 (8) hours.

13           **Section 7.5. Reinstated Employees:**

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

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

27           **c.** In order to receive credit for prior service under this Section, employees must  
28 receive an overall rating of "Meets Standards" or better on all performance evaluations during the six

1 (6) month or one (1) year period respectively.

2 **ARTICLE 8: OVERTIME**

3 **Section 8.1. Contract Overtime:**

4 Overtime shall be payable after working 40 hours in a week. Overtime shall be paid at one  
5 and one half (1-1/2) times the employee's regular rate calculated using their hours worked. "Hours  
6 worked" excludes all sick leave. Hours worked excludes all sick leave, but this exclusion will be  
7 suspended for the duration necessary, consistent with Addendum G.

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

9 **Section 8.3. Training Shift Pay:** In the event that the department requires an employee to  
10 attend a mandatory training session, and such training is not directly before or after a shift or during a  
11 shift, then a two hour shift minimum will be paid.

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

15 **Section 8.5. Minimum Standards Set By Law:** If any provision of this article conflicts with  
16 minimum standards established by RCW 49.46 then that provision shall be automatically amended to  
17 provide the minimum standards.

18 **Section 8.6. Work Week:** For the purpose of calculating contract overtime compensation, an  
19 employee's work week shall be defined as beginning with the first day of work after a furlough day  
20 and continuing for a total of seven (7) consecutive days. Also, the workday shall be defined as  
21 beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive  
22 hours.

23 **Section 8.7. Compensatory Time:** Employees may submit written requests for  
24 compensatory time in lieu of over time payments for working over time as defined by this Article.  
25 The employer will approve or deny such requests in writing. Employees who accrue compensatory  
26 time shall be allowed to carry up to sixty (60) straight time hours of compensatory time at any given  
27 time.

28 The parties agree that it creates an undue hardship on King County and King County Sheriff's

1 Office for accrued compensatory time to be scheduled or taken at any other time than during the time  
2 slots reserved for annual leave. Minimum staffing levels, staffing shortages, regulations concerning  
3 response time, federal funding requirements, and public safety responsibilities combine to unduly  
4 disrupt the Department's operation if compensatory time is not scheduled in this manner.

5 The parties reasonably and in good faith, anticipate that it would impose an unreasonable  
6 burden on the agency's ability to provide services of acceptable quality and quantity for the public  
7 during the time requested without the use of an employee's services if scheduled compensatory time  
8 is not limited to the time slots set aside for annual leave. Annual leave, compensatory time and  
9 discretionary leave may be scheduled in these annual leave slots, with annual leave given priority in  
10 scheduling. Requests for leave other than annual leave will be reviewed on a first come first serve  
11 basis, however, backfill requirements alone will not cause the Department to deny requests to  
12 schedule compensatory time. Requests to schedule compensatory time may be submitted no sooner  
13 than 60 calendar days prior to the first day of requested leave.

14 Nothing in this agreement changes or affects in any way the rules, procedures or practices for  
15 bidding or scheduling annual leave or discretionary leave.

16 **Section 8.8. Voluntary Training:** Employees who request training on a voluntary basis will  
17 not be paid for study time associated with said training, nor will overtime compensation be paid for  
18 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
19 training schedule, provided, however, employees who are required to attend by the Department will  
20 be paid overtime pursuant to the overtime provisions of this agreement. If an employee seeks  
21 professional development opportunities under the MLA Article 12, they must obtain advance  
22 approval for scheduling and time away from work.

## 23 **ARTICLE 9: HOURS OF WORK**

24 **Section 1.** The normal working hours of the classifications affected by this Agreement shall  
25 be the equivalent of forty (40) hours per week on an annualized basis.

26 **Section 2. Work Schedules:** The establishment of reasonable work schedules and starting  
27 times is vested solely within the purview of department management and may be changed from time  
28 to time provided a two (2) week prior notice of change is given, except in those circumstances over

1 which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or  
2 ten (10) working days) notification period shall not commence until the employee has received verbal  
3 or written notification of the proposed change.

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

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

8 **Section 4. Employee Requests:** With management approval, work schedules may be altered  
9 upon written request of the employee.

10 **Section 5. Job Sharing:** If two employees in the same job classification and work site wish  
11 to job share one full time position, they shall submit such a request in writing to their immediate  
12 supervisor. The immediate supervisor shall submit such request to the Division Chief, via the  
13 Division Manager. The request shall be transmitted to the Sheriff/Director. The Sheriff/Director  
14 shall have ninety (90) days from the date he/she receives the request to review the request and either  
15 approve or deny the request for job sharing. Employees who job share one full-time position shall  
16 receive benefits pursuant to County policy. In the event that one of the job-sharing employees  
17 terminates his/her employment (voluntarily or involuntarily), the County shall have the following  
18 options:

- 19 a. No change to the situation, allowing a half-time position to continue.  
20 b. Fill the vacant half-time position with temporary help.  
21 c. Expand the half-time position to a full-time position, with sixty (60) calendar days  
22 notice to the affected employee.

23 **Section 6. Alternative Work Schedules:** The Department supports the concept of  
24 alternative work schedules when said schedules enhance the efficient operation of the  
25 Communications Center and improve employee morale. Supervisors may present alternative work  
26 schedules to Management for consideration, review and approval. The parties agree to work  
27 collaboratively to modify or adjust alternative schedules so that the schedule provides that  
28 appropriate levels of experienced, fully competent Supervisors (or Acting Supervisors) are assigned

1 on each shift.

2           Once an alternative schedule is approved Management retains the right to revert to the  
3 traditional schedule i.e. five/eight (5/8) hour days with fourteen (14) calendar days notice; or a  
4 different schedule pursuant to Article 9 HOURS OF WORK, Section 2. Work Schedules. In  
5 emergency situations, less than fourteen (14) days noticed may be provided.

6 **ARTICLE 10: INSURED BENEFITS, HRA AND VEBA**

7           Pursuant to Master Labor Agreement, Article 25.

8 **ARTICLE 11: MISCELLANEOUS**

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

13           **Section 11.2. Reimbursement for Personal Transportation:** Pursuant to Master Labor  
14 Agreement, Article 24.

15           **Section 11.3. Civil Service Hearings:** Employees who are directly involved with  
16 proceedings before the Civil Service Commission may be allowed to attend without loss of pay  
17 provided prior permission is granted by the Department Director or his/her designee.

18           **Section 11.4. Access to Premises:** The Department administration shall afford Union  
19 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
20 management officials and/or aggrieved employees, provided that the Union representative and/or  
21 aggrieved employees contact their immediate supervisors, indicate the general nature of the business  
22 to be conducted, request necessary time without undue interference with assignment duties. Time  
23 spent on such activities shall be recorded by the Union representative on a time sheet provided by the  
24 supervisor.

25           Union representatives shall guard against use of excessive time in handling such  
26 responsibilities.

27           **Section 11.5. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line  
28 of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at



1 department expense, not to exceed \$150.00.

2       **Section 11.6. Work Out of Class:** MLA provisions regarding Working Out of Class shall not  
3 apply to this bargaining unit. Whenever an employee is assigned, in writing, by the division manager  
4 or his/her designee, to perform the duties of a higher classification for a period of three working days  
5 or more, that employee shall be paid at the first step of the higher class or a minimum of five percent  
6 (5%), whichever is greater, over the salary received prior to the assignment, for all time spent while  
7 so assigned. The department may assign an employee to perform the duties of a lower classification  
8 for a temporary period of time. In such cases the employee shall retain the same salary of his/her  
9 normal classification.

10       **Section 11.7. Lead Worker Pay:** Employees assigned, in writing, by the division manager or  
11 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent  
12 (5%) greater than their regular rate for all time so assigned. Assignment of “lead worker” status or  
13 pay will not confer on an employee any privilege or right, including the right of appeal, right of  
14 position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay  
15 may be revoked at any time at the sole discretion of the appointing authority or his/her designee. At  
16 such time as the “lead worker” designation is removed, the employee’s compensation reverts to the  
17 rate received prior to the designation. Provided, however, that when revocation of lead worker pay is  
18 used as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just  
19 cause provisions of Article 12.

20       **Section 11.8. Mandatory Higher Education:** Employees who are required to obtain  
21 additional formal education beyond that initially required for employment shall be allowed time off  
22 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion  
23 of management.

24       **Section 11.9. Jury Duty:** MLA provisions regarding Jury Duty shall not apply to this  
25 bargaining unit. An employee required by law to serve on jury duty shall continue to receive his/her  
26 salary and shall be relieved of regular duties and assigned to day shift, with Saturday and Sunday off,  
27 for the period of time necessary for such assignment. If they have four hours or more left on their  
28 shift at the completion of the jury duty assignment for the day, they shall report to their work location

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

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

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

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

## 16 **ARTICLE 12: GRIEVANCE PROCEDURE**

17 MLA Provisions regarding Grievance Procedure and Discipline and Sunset Clause shall not  
18 apply to this bargaining unit.

19 King County recognizes the importance and desirability of settling grievances promptly and  
20 fairly in the interest of continued good employee relations and morale and to this end the following  
21 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest  
22 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 in writing by a party to this Agreement  
26 relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in  
27 this Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance  
28 procedure outlined in this Agreement.

1                    **Procedure**

2                    ***Step 1 - Immediate Supervisor:*** A grievance shall be presented by the aggrieved  
3 employee, or his/her representative if the employee wishes, on a Union grievance form within  
4 fourteen (14) calendar days of the occurrence of such grievance, to the employee's immediate  
5 supervisor. The grievance must:

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

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

15                   ***Step 2 - Section Commander:*** If, after thorough discussion with the immediate  
16 supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative  
17 shall present the grievance to the appropriate manager for investigation, discussion and written reply.  
18 The appropriate manager shall be defined as Section Commander. The manager shall make his/her  
19 written decision available to the aggrieved employee within ten (10) working days. If the grievance  
20 is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

21                   ***Step 3 - Section Chief/Office of Labor Relations (OLR):*** If, after thorough  
22 evaluation, the decision of the manager has not resolved the grievance to the satisfaction of the  
23 employee, the grievance may be presented to the Section Chief. The Chief, in consultation, with  
24 OLR will determine whether the grievance relates to a working condition (KCSO) or wage or benefit  
25 (OLR), and the appropriate agency shall review and respond to the grievance. All letters, memoranda  
26 and other written materials previously submitted to lower levels of supervision shall be made  
27 available for the review and consideration of the Chief/OLR. He/she may interview the employee  
28 and/or his/her representative and receive any additional related evidence which he/she may deem

1 pertinent to the grievance. The Chief/OLR shall make his/her written decision available within  
2 fourteen (14) calendar days. If the grievance is not pursued to the next higher level within ten (10)  
3 calendar days, it shall be presumed resolved.

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

9 ***Step 4 - Arbitration:*** Either the County or the Union may request arbitration within  
10 thirty (30) days of the issuance of the Step 3 decision and the party requesting arbitration must at that  
11 time specify the exact question which it wishes arbitrated. If the Step 3 decision is not timely  
12 appealed, the grievance will be presumed resolved. The parties shall then select a third disinterested  
13 party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then  
14 the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the American  
15 Arbitration Association or the Federal Mediation and Conciliation Service, PERC, or by another  
16 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County  
17 representative and the Union, each alternately striking a name from the list until one name remains.  
18 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a  
19 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

23 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
24 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
25 behalf. Each party shall bear the cost of their own attorney fees.

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

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

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

2 **Section 12.2. Multiple Procedures:** If employees/union have access to multiple procedures  
3 for adjudicating grievances, then selection by the employees/union of one procedure will preclude  
4 access to other procedures; selection is to be made no later than at the conclusion of Step 2 of this  
5 grievance procedure. If any other complaints/claims relating to the issue in question are pursued after  
6 Step 2, then the grievance is automatically withdrawn.

7 **Section 12.3. Just Cause/Progressive Discipline:** No employee may be discharged,  
8 suspended without pay, or disciplined in any way except for just cause. Just cause shall be defined as  
9 cause which is based upon reasonable grounds and must be a fair and honest cause or reason,  
10 regulated by good faith. In addition, the County will employ the concept of progressive discipline in  
11 appropriate cases. The County's policy is that discipline is corrective, rather than punitive in nature.  
12 It is understood that there may be egregious cases that may result in discharge, disciplinary transfer,  
13 or other disciplinary action, that do not require corrective action.

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

20 **Section 12.4. 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 12.5. Union Concurrence:** Inasmuch as this is an agreement between the County  
2 and the Union, only the Union, and not individual employees may make use of the provisions of this  
3 Article. The final authority to settle a grievance is vested with the Union and the County.

4 **ARTICLE 13: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES**

5           Pursuant to Master Labor Agreement, Article 23.

6 **ARTICLE 14: NON-DISCRIMINATION**

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

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

13 **ARTICLE 15: SAVINGS CLAUSE**

14           The Savings Clause in the Master Labor Agreement (MLA) applies also to this addendum and  
15 appendices.

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

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

26           **Section 2. Union Responsibilities:** Upon notification in writing by the County to the  
27 signatory organization that any of its members are engaged in a work stoppage, the signatory  
28 organization shall immediately, in writing, order such members to immediately cease engaging in

1 such work stoppage and provide the County with a copy of such order. In addition, if requested by  
2 the County, a responsible official of the signatory organization shall publicly order such signatory  
3 organization employees to cease engaging in such a work stoppage.

4 **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this  
5 article shall be considered absent without leave. Such employees are also subject to the following  
6 action or penalties:

7 1. Discharge.

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

9 **ARTICLE 17: WAIVER CLAUSE**

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

16 The parties agree that in the event they enter into Memoranda of Understanding during the life  
17 of this agreement, such agreements are binding when signed by authorized representatives of the  
18 parties. No ratification process is required.

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

20 **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction-in-force shall be  
21 laid off according to seniority within the department and classification, with the employee with the  
22 least time being the first to go. In the event there are two or more employees eligible for layoff  
23 within the Department with the same classification and seniority, the Department head will determine  
24 the order of layoff based on employee performance, PROVIDED: no regular or probationary  
25 employee shall be laid off while there are temporary extra-help employees serving in the class or  
26 position for which the regular or probationary employee is eligible and available.

27 **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
28 probationary employee may, on the basis of department seniority, bump the least senior employee in

1 any lower level position within the bargaining unit formerly held by the employee designated for  
2 layoff.

3       **Section 3. Re-employment List:** The names of laid off employees will be placed in inverse  
4 order of layoff on a Re-employment List for the classification previously occupied. The Re-  
5 employment List will remain in effect for a maximum of two (2) years or until all laid off employees  
6 are rehired, whichever occurs first.


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1 **ARTICLE 19: DURATION**

2 Pursuant to Master Labor Agreement, Article 31.

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5  
6 APPROVED this 15 day of MARCH, 2018.

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9 By: 

10 King County Executive

11  
12  
13 King County Sheriff's Office:

14  
15 

16 Mitzi Jonanknecht  
17 Sheriff  
18 King County Sheriff's Office

19  
20 Public Safety Employees Union

21  
22  2/6/18  
23 Dustin N. Frederick  
24 Business Manager



1 **ADDENDUM B**

2 **DEFINITIONS**

3  
4 For the purpose of this Agreement, the following definitions will apply:

5 1. **Department**: King County Sheriff's Office.

6 2. **Party**: Either King County or Public Safety Employees Union Communication Center  
7 Supervisors.

8 3. **Part-time regular position**: means a regular position in which the part-time regular  
9 employee is employed for at least nine hundred ten hours but less than a full-time basis in a calendar  
10 year in a work unit in which a thirty-five hour work week is standard or for at least one thousand  
11 forty hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work  
12 week is standard. Where the standard work week falls between thirty-five and forty hours, the  
13 director, in consultation with the department, is responsible for determining what hour threshold will  
14 apply.

15 4. **Temporary employee**: means an employee employed in a temporary position and in  
16 addition, includes an employee serving a probationary period or is under provisional appointment.  
17 Temporary employees shall not be members of the career service.

18 5. **Term-limited temporary employee**: means a temporary employee who is employed in a  
19 term-limited temporary position. Term-limited temporary employees are not members of the career  
20 service. Term-limited temporary employees may not be employed in term-limited temporary  
21 positions longer than three years beyond the date of hire, except that for grant-funded projects capital  
22 improvement projects, and information systems technology projects the maximum period may be  
23 extended up to five years upon approval of the director.

**ADDENDUM C**  
**to the**  
**AGREEMENT**  
**by and between**  
**KING COUNTY, WASHINGTON**  
**and**  
**PUBLIC SAFETY EMPLOYEES UNION**  
**COMMUNICATIONS CENTER SUPERVISORS**  
**WAGE ADDENDUM**

THIS ADDENDUM is supplemental to the AGREEMENT by and between the KING COUNTY, WASHINGTON, hereinafter referred to as the County, and the PUBLIC SAFETY EMPLOYEES UNION hereinafter referred to as PSEU.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>
5150100	007452	Communications Supervisor

**Wage Range** - Communications Supervisor pay range is Range 58 of the 2016 King County (KC) Squared Table. Employees at Step 1 are paid at Step 6 of the KC Squared Table, Employees at Step 2 are paid at Step 8 of the KC Squared Table and Employees at Step 3 are paid at Step 10 of the KC Squared Table.

**Step Movement** - Step increases shall occur annually on an employee's adjusted service date based on date of hire as a King County Sheriff's Office Communication Specialist Supervisor.

**ADDENDUM D**  
**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.

**ADDENDUM E**  
**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 necessary, the Board will award one hour of straight time pay for each

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

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

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

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

**ADDENDUM F**  
**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 ("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 "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.