

AGREEMENT

by and between

KING COUNTY, WASHINGTON

And

KING COUNTY SHERIFF’S OFFICE MARSHALS’ GUILD

January 1, 2021 through December 31, 2022

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AGREEMENT**by and between****KING COUNTY, WASHINGTON****and****KING COUNTY SHERIFF'S OFFICE MARSHALS' GUILD****January 1, 2021 through December 31, 2022**

This collective bargaining agreement (Agreement) is by and between King County (County), and the King County Sheriff's Office Marshals Guild, (Guild).

ARTICLE 1: GENERAL

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

1.2. Non-Discrimination - The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the County. Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under Step 4 of the grievance arbitration procedure of Article 14. Grievances that are not resolved through Steps 1 through 3 may be referred by the grievant to the appropriate government agency.

1.3. Work Stoppages and County Protection - The County and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform

1 any customarily assigned duties, sick leave absence which is not bona fide or other interference with
2 County functions by employees under this Agreement and should same occur, the Guild shall take
3 appropriate steps to end such interference. Any concerted action by any employee in any bargaining
4 unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent
5 without authorized leave shall be considered as an automatic resignation. Such resignation may be
6 rescinded by the Sheriff if the employee presents satisfactory reasons for their absence within three
7 (3) calendar days of the date their automatic resignation became effective.

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

13 **1.3.2.** Any employee who commits any act prohibited in this Article shall be subject, in
14 accordance with the County's rules and procedures, to discharge, suspension or other disciplinary
15 action as may be applicable to such employee.

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

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

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

2 **2.1. Recognition** - The County recognizes the Guild as the exclusive bargaining
3 representative for those employees whose job classifications are listed in the attached Addendum A,
4 pursuant to PERC Decision 12631 (PECB, 2016).

5 **2.2. Guild Membership** - The County recognizes that employees may, at their discretion,
6 become members of the Guild.

7 **2.3. Membership Payroll Deductions** - Upon the authorization of an employee covered under
8 this Agreement, the County shall deduct from the payments to the employee the monthly amount of
9 dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the
10 exclusive bargaining representative.

11 **A.** An employee's written, electronic, or recorded voice authorization to have the
12 County deduct membership dues from the employee's salary must be made by the employee to the
13 Guild. If the County receives a request for authorization of deductions, the County shall as soon as
14 practicable forward the request to the Guild.

15 **B.** Upon receiving notice of the employee's authorization from the Guild, the County
16 shall deduct from the employee's salary membership dues and remit the amounts to the Guild. The
17 employee's authorization remains in effect until expressly revoked by the employee in accordance
18 with the terms and conditions of the authorization.

19 **C.** An employee's request to revoke authorization for payroll deductions must be in
20 writing and submitted by the employee to the Guild in accordance with the terms and conditions of
21 the authorization.

22 **D.** After the County receives confirmation from the Guild that the employee has
23 revoked authorization for deductions, the County shall end the deduction no later than the second
24 payroll after receipt of the confirmation.

25 **E.** The County shall rely on information provided by the Guild regarding the
26 authorization and revocation of deductions.

1 **2.4. Other Payroll Deductions** - If the County and the Guild enter into an agreement that
2 includes requirements for deductions of other payments, the County will make such deductions upon
3 authorization of the employee.

4 **2.5. Indemnification** - The Guild shall indemnify, defend and hold the County harmless
5 against any claims made and against any suit instituted against the County on account of any
6 checkoff of dues for the Guild. The Guild shall refund to the County any amounts paid to it in error
7 on account of the check-off provision upon presentation of proper evidence thereof.

8 **2.6. Visitation Rights** - Authorized representatives of the Guild may, after notifying the
9 County, visit the work location of employees covered by this Agreement at reasonable times.

10 **2.7. Bulletin Boards** - The County and the Guild shall cooperate to ensure that adequate space
11 on the County's premises is provided for posting of announcements of meetings, election of officers
12 and any other official Guild material.

13 **ARTICLE 3: RIGHTS OF MANAGEMENT**

14 **3.1.** The Guild recognizes the prerogatives of the County to operate and manage its affairs in
15 all respects in accordance with its responsibilities and powers of authority.

16 **3.2.** The County shall have the right to schedule overtime work as required.

17 **3.3.** Every incidental duty is not always specifically described in the job description.

18 **3.4.** The County reserves the right to reprimand, demote, suspend, or discharge regular
19 employees for just cause.

20 **3.5.** The County reserves the right to layoff regular employees for lack of work, lack of
21 funds, or reasons of efficiency.

22 **3.6.** The County shall have the right to determine work shifts and schedules and to establish
23 the methods and processes by which such work is performed.

24 **3.7.** Nothing under this Agreement shall be construed as delegating to others or reduce or
25 abridge the following management responsibilities and rights:

26 **A.** The responsibility of the County for determining classifications, assigning
27 employees to classifications, determining the status and tenure of employees, establishing work rules,
28 initiating and promoting employees, transferring employees, and certifying payrolls;

1 **B.** The responsibility of the County governed by charter provisions, ordinances, and
2 Civil Service Rules which include, but are not limited to the following:

- 3 1. To relieve employees from duties because of lack of work, lack of funds or
4 reasons of efficiency,
5 2. To determine the methods, means, and employees necessary for operations,
6 3. To control the budget,
7 4. To take whatever actions are necessary in emergencies in order to ensure
8 the proper functioning of the County; and
9 5. To implement a biweekly pay system consistent with Appendix A that will
10 change scheduled pay dates and convert pay and benefits into hourly increments.

11 **3.8. Furlough Reopener** - The County may open this Agreement upon written request any
12 time during the life of this Agreement for the purpose of bargaining, to the extent required by law, the
13 effects of a County decision to impose furlough and/or building closures and/or reduction of hours of
14 operation.

15 **3.9. Work Reopener** - The County retains the right to reopen any provision in this Agreement
16 necessary to bargain, to the extent required by law, the effects of a decision to add work to the Guild
17 bargaining unit. The Guild supports adding work to the unit and will partner with the County to
18 accomplish this goal as expeditiously as possible.

19 **3.10. Performance Reviews** - Consistent with the authority retained in Article 3, the County
20 has the right to develop and implement a performance evaluation system consistent with the County's
21 policies and procedures. See Appendix C: Performance Evaluation Appeal Process.

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

25 **3.12. Office of Law Enforcement Oversight (OLEO)** - The Guild agrees to adopt the King
26 County Police Officers Guild (KCPOG) 2017-2021 agreement on OLEO, attached as Appendix D.
27 The Guild further agrees to adopt all future changes to the OLEO agreement agreed to KCPOG or
28 awarded by an arbitrator, and amend Appendix D to reflect the changes.

1 **3.13. Civil Service** - The County retains the right to bargain changes or effects, (to the extent
2 required by law), to King County Civil Service Rules and may propose such changes at any time.
3 Such proposals may be discussed in labor/management meetings or any forum acceptable to the
4 parties.

5 **3.14. Reopener for Standardized Pay Practices** - The parties agree that applicable provisions
6 in this Agreement may be re-opened at any time during the life of this Agreement by the County for
7 the purpose of negotiating standardized pay practices, to the extent required by law.

8 **ARTICLE 4: WAGES AND CONTRACTUAL OVERTIME**

9 **4.1.** The classifications of employees covered by this Agreement and the corresponding rates
10 of pay are set forth within Addendum A which is attached hereto and made a part of this Agreement.

11 **4.2.** Except as otherwise provided in this Article, contractual daily overtime shall be paid to
12 employees who work more than their regularly scheduled work day, inclusive of alternative work
13 schedules, at the contractual overtime rate in effect at the time the overtime work is performed.

14 **4.3.** Contractual weekly overtime shall be paid to employees for all hours worked in excess
15 of forty (40) hours per FLSA workweek at the contractual overtime rate in effect at the time the
16 overtime work is performed.

17 **4.4.** The contractual overtime rate for each overtime hour worked shall be one and one-half
18 times the combined amount of the employee's hourly base rate of pay and any applicable pay
19 premiums in effect at the time the OT is worked (known as "time and one half"). In the event the
20 Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
21 employee shall be paid the higher rate of pay pursuant to the FLSA.

22 **4.5.** A minimum of four (4) hours at the overtime rate shall be paid when a regular employee
23 is called back to work. Where such overtime exceeds four (4) hours, the actual hours worked shall be
24 paid at the overtime rate.

25 **A.** A call-back is defined as any situation where the regular employee has left work
26 and is subsequently contacted and required to return to work prior to the employee's next scheduled
27 work shift. Scheduled overtime and a change in an employee's work schedule will not be considered
28 a call-back.

1 **B.** Scheduled work is not a call-back and shall be paid at the straight time rate until
2 the regular employee qualifies for overtime pursuant to Section 4.2. Scheduled work shall include
3 occasions where an employee is required to report to work earlier than their regular assigned shift.

4 **4.6.** All overtime shall be authorized in advance by the Commander/designee, except in
5 emergencies.

6 **4.7. Compensatory Time** - With mutual agreement of the County and the regular employee,
7 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory
8 time may be accrued to a maximum of sixty (60) hours. Requests to use compensatory time will be
9 approved at the discretion of the County and in accordance with the law. Compensatory time accrued
10 shall be used during the calendar year in which it is earned unless such utilization is not feasible due
11 to the work demands of the position, in which case the employee may request and the
12 Commander/designee may approve the carryover of a maximum of sixty (60) hours of accrued
13 compensatory time to the next calendar year. Carried-over compensatory hours must be used within
14 the first quarter of the new year.

15 **4.8. Compensatory Time Cash Out** - On each May 31st and November 30th, the County may
16 cash-out some or all of an employee's accrued compensatory time unless it was approved to be
17 carried-over into the next calendar year.

18 **4.9. Training** - The County shall endeavor to schedule training during the employee's regular
19 work shift. In the event that training is scheduled on an employee's furlough day a minimum of four
20 (4) hours at the overtime rate shall be allowed for each occasion. Where such overtime exceeds four
21 (4) hours, the actual hours worked shall be allowed at the overtime rate. Portal-to-portal shall be paid
22 based on the shortest distance and time estimate as computed by MapQuest or other comparable on-
23 line mapping programs. Travel greater than fifteen (15) miles outside King County is not paid.

24 **ARTICLE 5: HOURS OF WORK**

25 **5.1.** The standard work schedule for regular full-time employees shall consist of either five
26 (5) consecutive workdays of eight (8) hours each day (5/8), inclusive of a meal period, not to exceed
27 forty (40) hours per week; or four (4) workdays of ten (10) hours each day (4/10), inclusive of a meal
28 period, not to exceed forty (40) hours per week. Each work schedule will include work time for

1 donning and doffing of their uniform, and for reporting to their assigned post. The hours of work of a
2 regular employee may be changed consistent with Sections 5.2 and 5.5.

3 **A.** The County may place an employee or group of employees on a 4/10 work
4 schedule when it decides that it is beneficial and operationally prudent to do so, if each of the
5 following conditions are met:

6 **1.** Any such schedule change will be effective on a date determined in writing
7 for the duration determined in writing by the County,

8 **2.** Personnel assigned to work a 4/10 schedule shall be notified by the County
9 of their precise work schedules and furlough days,

10 **3.** Employees working the 4/10 schedule shall observe the same paid holidays
11 as described in Article 7 of the Agreement,

12 **4.** Vacation and sick leave shall be used on an hour for hour basis. Example:
13 Employee takes one (1) day vacation since they will be taking ten (10) hours off; ten (10) hours will
14 be subtracted from their vacation week,

15 **5.** The County may cancel the 4/10 schedule with thirty (30) calendar days
16 written notice to the affected employees. If the 4/10 schedule is cancelled, the employee will revert
17 to their prior work schedule, and

18 **6.** The County will notify employees affected by this change of its
19 expectations related to this change in schedule.

20 **B.** Should the County decide to implement a change in building or court hours, the
21 County will meet to discuss the impact of such change on the bargaining unit.

22 **C.** Short-term temporary and term-limited temporary employees will be assigned
23 work location, days and hours of work as needed by the County.

24 **5.2.** The County will assign each regular employee a regular work schedule which can be
25 changed with five (5) days' notice. If the employee is given less than five (5) days' notice of the
26 change to their regular work schedule, the employee will be paid four (4) hours of pay on each day
27 worked for which timely notice was not given. The day after notification shall be the first day of
28 notice.

1 **5.3. Post and Shift Assignments** - Employees shall participate in an annual shift bid in which
2 bids shall be submitted in seniority order. For example, the most senior employee will make the first
3 selection of available assignments which include: KCCH, MRJC, CFJC, Redmond District Court,
4 Shoreline District Ct., Bellevue District Ct., Auburn District Ct., Issaquah District Ct., and Burien
5 District Ct. Other assignments will be rotated. Operational needs shall be the primary consideration
6 when making post and shift assignments.

7 **5.4.** Pursuant to RCW 49.12.187, the County and the Guild agree to specifically supersede -
8 the state provisions regarding meal and rest periods in accordance with the state statute. While the
9 County will try to provide meal and rest periods during a shift, meal and rest periods may occur at
10 different times due to work requirements.

11 **5.5. Change of Work Schedules** - Upon written request of an employee(s) and with prior
12 written approval of the Commander/designee, a work schedule for an employee(s) may be modified
13 or a shift traded with another employee.

14 **5.6. Alternative Work Schedules** - During the term of the Agreement, the Guild and/or
15 County may desire a work schedule(s) that is different than the standard work schedule provided
16 under Section 5.1 herein. The addition of work schedules is subject to collective bargaining by the
17 parties' authorized representatives.

18 **ARTICLE 6: SENIORITY**

19 **6.1.** Regular employees shall be afforded the right to utilize their classification seniority as
20 hereinafter defined for the purposes specifically provided for within this Agreement.

21 **6.2.** An employee shall be recognized as having attained seniority and regular employment
22 status when such employee shall have successfully completed a probation period of twelve (12)
23 consecutive months. Upon completion of the employee's probation period the employee shall be
24 assigned a classification seniority date which shall be the date when they first commenced their
25 twelve (12) month probation. To the extent permitted by law, the probationary period shall be
26 automatically extended for any absence from work, or any period during which the employee cannot
27 perform all the essential functions of the job, that extends longer than ten work days.

1 **A.** In the event that a regular employee is laid off during their twelve (12) month
2 probation period and is subsequently recalled to perform bargaining unit work within ninety (90)
3 calendar days from the employee's date of layoff; the employee shall then be credited with all days
4 previously worked for purposes of satisfying the twelve (12) month probation status and establishing
5 their resultant classification seniority date.

6 **B.** Regular employees shall continue to accrue seniority during an absence caused by
7 an industrial injury or illness. An employee who is unable to work because of a non-work related
8 injury or illness shall not accumulate seniority during such absence of thirty (30) or longer unpaid
9 calendar days.

10 **C.** Regular employees on an approved unpaid leave of absence of thirty (30)
11 continuous calendar days or longer shall not accumulate seniority credits during such absence.

12 **D.** When a regular employee is, or has been, promoted or transferred from the
13 bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee
14 may be returned to the unit by the County and shall resume the seniority held as of the date of
15 promotion or transfer; provided however, any such employee who remains outside of the bargaining
16 unit for a period exceeding twelve (12) months, shall not have their bargaining unit seniority restored
17 upon return to the bargaining unit.

18 **6.3.** Classification seniority shall be defined as a regular employee's total length of service
19 within a classification(s) covered by this Agreement. Classification seniority shall include time spent
20 prior to January 1, 1996 working as a Court Security Officer in the King County Courthouse.
21 Effective January 1, 2003, regular part-time employees will accrue seniority pro-rated based on what
22 a full-time employee earns. Any seniority ties will be determined by hire test scores with the
23 employee having the higher test score being more senior.

24 **6.4.** Seniority rights shall be forfeited for either of the following causes:

25 **A.** Discharge for just cause.

26 **B.** Resignation; however, in the event an employee who has completed their twelve
27 (12) month probation period is rehired to a classification covered by this Agreement within twelve
28 (12) months from the date of resignation, that employee shall then be credited with all seniority

1 credits previously existing on the last day worked.

2 **6.5. Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
3 shall layoff the regular employee who has the least seniority within the classification. Employees
4 originally hired into the bargaining unit on the same date shall be laid off based on the Section 6.3
5 seniority tie-breaker provision. Prior to any layoff, all temporary and probationary employees within
6 the bargaining unit shall be laid off first.

7 **6.6. Recall from Layoff** - Regular employees displaced due to a reduction-in-force shall be
8 recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their
9 ability to perform the work for which they were recalled, and subject to required background checks.

10 **6.7. Seniority Lists** - The Guild shall maintain the seniority list and it will provide a copy to
11 the County upon written request.

1 ARTICLE 7: HOLIDAYS

2 **7.1.** All regular, probationary and term-limited temporary employees (hereinafter,
3 “comprehensive leave eligible employees”) who work a full-time schedule shall be granted the
4 following holidays with pay:

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

15
16 and any special or limited holidays as declared by the president or governor, and as approved by the
17 Council.

18 **7.2.** For comprehensive leave eligible employees, whenever a holiday falls on a Saturday, the
19 preceding Friday will be observed as the holiday, and whenever the holiday falls on a Sunday, the
20 following Monday will be observed as the holiday. Work performed on the holiday shall be paid at
21 time-and-one-half (1-1/2) times the hourly base rate of pay, in addition to the holiday pay.

22 **7.3.** Annually, comprehensive leave eligible employees active on January 15th shall receive
23 two (2) personal holidays every year to be added to their vacation bank on the paycheck that includes
24 February 1st. New employees eligible for comprehensive leave benefits who are hired on or before
25 November 15th shall receive two personal holidays to be added to their vacation bank on the last day
26 of the first pay period following their date of hire. In no event shall there be more than two (2)
27 personal holidays awarded per year.

28 **7.4.** Comprehensive leave eligible employees who work a part-time schedule and are eligible

1 for holiday pay will receive holiday pay in accordance with Sections 7.1 and 7.3 on those holidays
2 the employee is regularly scheduled for work pro-rated based on their regular work schedule.

3 **7.5.** An employee on a 4/10 work schedule who observes the holiday may have two (2) hours
4 of their accrued vacation leave or compensatory time applied in order to be compensated ten (10)
5 hours for holidays identified within Article 7 of the CBA. Alternatively, employees may either opt to
6 work an additional two (2) hours within the same FLSA workweek or have their schedule changed to
7 five (5) eight (8) hour days (5/8) during the holiday week with supervisor approval. If use of accrued
8 vacation or compensatory time is not used or unavailable, the two hours on a holiday will be recorded
9 as unpaid. Likewise, if two (2) hours additional hours of work within the same FLSA workweek is
10 not available and approved by employee's supervisor, or if a 5/8 work schedule during a holiday
11 week is not feasible and approved by employee's supervisor, the two hours on a holiday will be
12 recorded as unpaid.

ARTICLE 8: VACATIONS

8.1. Accrual Rates - Comprehensive leave eligible employees who work a full-time forty (40) hour schedule, shall receive vacation benefits as indicated in the following schedule:

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year
0	0.04620	12.01200
60	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

A. Comprehensive leave eligible employees who work a part-time schedule shall accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally scheduled workweek.

8.2. For employees employed prior to January 1, 2018, full-time employees may accrue up to sixty (60) days (480 hours) vacation leave per calendar year. For employees employed on or after January 1, 2018, full-time employees may accrue up to forty (40) days (320 hours) vacation leave per calendar year. Part-time employees may accrue vacation prorated to reflect their normally scheduled

1 workweek per calendar year, e.g., a part-time employee hired before January 1, 2018, working half-
2 time, twenty (20) hours, may accrue up to sixty (60) days two hundred forty (240 hours) of vacation
3 leave. Employees shall use vacation leave beyond the maximum accrual amount on or before the last
4 pay period that includes December 31st of each year. Failure to use vacation leave beyond the
5 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount
6 unless the Commander/designee has approved a carryover of such vacation leave.

7 **8.3.** An employee shall not be granted vacation leave if not previously accrued. Employees
8 eligible for comprehensive leave benefits shall accrue vacation from their date of hire. Leave eligible
9 employees may use vacation leave hours in the pay period after they are accrued. Employees who
10 leave County employment prior to successfully completing their first six (6) months of County
11 service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions
12 contained in this Agreement.

13 **8.4. County Employment While On Vacation** - No employee shall be permitted to work for
14 compensation for the County in any capacity during the time when vacation leave is being used.

15 **8.5. Incremental Usage** - Vacation may be used in one half (1/2) hour increments at the
16 discretion of the Commander/designee.

17 **8.6. Termination** - Upon termination, the employee shall be paid for any unused vacation
18 leave at their base rate of pay up to the maximum annual vacation leave provided under Section 8.2 if
19 the employee leaves in good standing.

20 **8.7. Death** - In cases of separation by death, payment of unused vacation leave up to the
21 annual maximum provided under Section 8.2 shall be made to the employee's estate, or in applicable
22 cases, as provided by RCW 49.48 and RCW Title 11.

23 **8.8. Vacation Scheduling** – Annual vacations shall be scheduled up through April 1st of each
24 year on a seniority basis within each major work site (KCCH, MRJC, CFJC). An Annual vacation
25 shall consist of no less than four (4) or five (5) continuous workdays, depending on work schedules
26 (i.e., 4/10 or 5/8). Vacation requests submitted after April 1st shall be approved on a first come first
27 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be
28 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be

1 requested two (2) weeks in advance. If the need arises, an individual may contact their
2 Commander/designee and request emergency vacation. Approval of emergency vacation shall be at
3 the discretion of the Commander/designee.

4 A. All vacation requests shall receive a definite written yes or no response as soon as
5 possible from the submission of same. Once approved the County shall not rescind the vacation
6 unless an emergency exists. If the County cancels vacation once vacation has been approved and the
7 affected employee has incurred non-refundable expenses in planning for same, the employee shall be
8 reimbursed by the County for those expenses. Any employee called back to duty once vacation has
9 begun shall be reimbursed for round trip transportation costs in returning to duty.

10 **ARTICLE 9: SICK LEAVE**

11 9.1. Sick Leave - Regular, probationary and term-limited temporary employees will accrue
12 sick leave at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a
13 maximum of eight (8) hours per month or 3.6928 hours for employees on bi-weekly pay. The
14 employee is not entitled to sick leave if not previously earned. While this accrual is more generous
15 than what is required under Washington State law, there are circumstances where an employee may
16 receive additional sick leave accruals. To ensure all employees earn the correct amount of leave,
17 payroll staff multiplies the number of hours an employee worked by 0.025 at the end of each pay
18 period. That number is then compared to what the employee accrued under the above. The higher
19 amount of leave is awarded to the employee. There shall be no limit to the number of sick leave
20 hours that an employee eligible for comprehensive leave benefits may accrue and carry over from
21 year-to-year.

22 A. Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours
23 for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick
24 leave to the following calendar year. At the end of the pay period that includes December 31st, all
25 accrued sick leave over 40 hours will be forfeited.

26 9.2. Vacation as an Extension of Sick Leave - During the first six (6) months of service in a
27 leave eligible position, employees may, at the Commander/designee's discretion, use any accrued
28 days of vacation leave as an extension of sick leave. If an employee does not work a full six (6)

1 months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the
2 County upon termination unless the use of vacation leave was for a qualifying event under the
3 Washington State Family Leave Act.

4 **9.3. Partial Day Increments** - Sick leave may be used in one-half (1/2) hour increments at the
5 discretion of the Commander/designee.

6 **9.4. Unlimited Accrual** - There will be no limit to the hours of sick leave accrued by a leave
7 eligible employee.

8 **9.5. Restoration following Separation** - Separation from employment except by reason of
9 retirement, layoff, or separation for non-disciplinary medical reasons, will cancel all sick leave
10 accrued to the leave eligible employee as of the date of separation. Should a regular employee resign
11 in good standing, be laid off or separated for non-disciplinary medical reasons and return to County
12 employment within two (2) years, their accrued sick leave will be restored.

13 **9.6. Pay upon Separation** - A regular employee who has successfully completed at least five
14 (5) years of County service and who retires as a result of length of service, or completed five (5)
15 years of continuous service as a Marshal, is at least sixty-five (65) years of age and is disqualified
16 from participating in a Washington State retirement plan, or who separates by reason of death will be
17 paid, or their estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five
18 (35) percent of their unused, accumulated sick leave multiplied by their base rate of pay in effect
19 upon the date of leaving County employment, less mandatory withholdings. Retire because of length
20 of service means an employee is eligible, applies for and begins drawing a pension from PERS,
21 PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

22 **9.7. Leave Without Pay for Health Reasons** - An employee must use all their sick leave
23 before taking unpaid leave for their own health reasons. If the injury is compensable under the
24 County's workers compensation program, then the employee has the option to augment or not
25 augment time loss payments with the use of accrued sick leave.

26 **9.8. Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
27 will choose at the start of the leave whether the particular leave would be paid or unpaid, unless the
28 employee has been approved to receive and is currently on PFML. While taking leave for family

1 reasons, if covered under the PFML, the employee may also choose the type of paid leave used
2 available to them (e.g., sick leave, vacation). When an employee chooses to take paid leave for
3 family reasons they may set aside a reserve of up to eighty (80) hours of accrued sick leave.

4 **9.9. Use of Vacation Leave as Sick Leave** - An employee who has exhausted all their sick
5 leave may use accrued vacation leave before going on leave of absence without pay, if approved by
6 their Commander/designee.

7 **9.10. Use of Sick Leave** - In accordance with state and federal laws, accrued sick leave will
8 be used for the following reasons:

9 **A.** For self-care or to care for a family member:

- 10 **1.** Due to a mental or physical illness, injury, or health condition.
11 **2.** To obtain medical diagnosis, care, or treatment of mental or physical
12 illnesses, injuries, or health conditions.
13 **3.** To receive preventative care.

14 **B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW
15 49.76.

16 **C.** In the event the County facility the employee works in is closed by a public
17 official for any health-related reason, or when an employee's child's school or place of care is closed
18 by a public official for a health-related reason.

19 **D.** To increase the employee's or a family member's safety, when the employee or
20 the employee's family member has been a victim of trafficking under RCW 9A.40.100.

21 **E.** For family and medical leave available under federal law, state law or King
22 County ordinance.

23 **F.** For purposes of paid sick leave, a "family member" is:

- 24 **1.** A spouse or domestic partner.
25 **2.** A child, including a biological, adopted or foster child, a stepchild, or a
26 child to whom the employee stands in loco parentis, is a legal guardian or is a de factor parent,
27 regardless of age or dependency status, or the child of the employee's domestic partner.
28

1 3. The parent of an employee, employee's spouse, or employee's domestic
2 partner. Parent includes a biological, adoptive, de facto, foster, step parent; legal guardian; or, a
3 person who stood or stands in loco parentis to the employee, employee's spouse or employee's
4 domestic partner.

5 4. A grandparent, grandchild or sibling of the employee, their spouse or
6 domestic partner.

7 **9.11. Family and Medical Leave.**

8 A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible
9 employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month period
10 for the employee's own qualifying serious health condition that makes the employee unable to
11 perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious
12 health condition, to bond with a newborn child, adoption or foster care placement (leave must be
13 taken within one year of the child's birth or placement), or for qualifying exigencies related to the
14 foreign deployment of a military member who is the employee's spouse, child or parent. An eligible
15 employee who is a covered service member's spouse, child, parent, or next of kin may take up to
16 twenty-six weeks of paid or unpaid FMLA leave in a single twelve (12) month period to care for the
17 service member with a serious injury or illness.

18 B. The leave may be continuous or intermittent, when medically necessary.
19 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
20 care child may only be taken when approved.

21 C. In order to be eligible for FMLA, an employee must have been employed by King
22 County for at least twelve months and have worked at least 1,250 hours in the twelve month period
23 prior to the commencement of leave.

24 **9.12. King County Family and Medical Leave.**

25 A. As provided by King County Code, an eligible employee may take up to eighteen
26 (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve
27 month period for the employee's own qualifying serious health condition, to care for an eligible
28 family member who has a qualifying serious health condition, to bond with a newborn child, adopted

1 child or foster care placement (leave must be taken within one year of the child's birth or placement),
2 and for any qualifying reason under the FMLA, or other family and medical leaves available under
3 federal or state law.

4 **B.** The leave may be continuous or intermittent when medically necessary.
5 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
6 care child may only be taken when approved. KCFML shall run concurrently with other federal,
7 state and county leaves to the extent allowed, including but not limited to the FMLA, Washington
8 State Paid Family and Medical Leave Act (PFML).

9 **C.** In order to be eligible for KCFML under this Article, an employee must have been
10 employed by King County for at least twelve (12) months and have worked at least one thousand
11 forty (1,040) hours in the preceding twelve (12) month period for a forty-hour (40) week employee or
12 nine hundred ten (910) hours in the preceding twelve (12) month period for a thirty-five (35) hour
13 week employee.

14 **D.** An employee who returns from KCFML within the time provided under this
15 Article is entitled to the same position they occupied when the leave commenced or a position with
16 equivalent pay, benefits and conditions of employment.

17 **9.13. Insurance Premiums** - The County will continue its contribution toward health care
18 during any unpaid leave taken under Sections 9.11 and 9.12.

19 **9.14.** Failure of an employee to return to work by the expiration date of leave under Sections
20 9.11 and 9.12 without an approved request for the leave to be extended or abuse of sick leave may be
21 cause for disciplinary action, up to and including termination of the employee from County
22 employment.

23 **9.15. Special Sick Leave (SSL)** - All Marshals shall be provided with twenty-three (23) days
24 SSL which shall be used only to supplement the employee's industrial insurance benefit should the
25 Marshal be injured on the job as a result of a search, arrest, or detention of any person, or during the
26 attempt to search, arrest or detain any person or occurring when a Marshal is involved in an
27 emergency response to a request for service. The SSL shall not be used until three (3) days of regular
28 sick leave have been used for each incident of on-the-job injury. In the event there is no regular sick

1 leave, the SSL shall be immediately available for an on-the-job injury. SSL is non-cumulative, but is
 2 renewable annually. Part-time officers shall be provided with special sick leave prorated to reflect
 3 their normally scheduled work week.

4 A. Working Transitional Duty - A Marshal who is provided SSL due to an injury on
 5 the job, provided above, and is assigned to a transitional duty assignment, will not be required to use
 6 their personal sick leave to attend medical, psychological or physical therapy appointments that are a
 7 result of the on the SSL qualifying job injury. Time away from work to attend such appointments
 8 shall be taken out of the Marshal's SSL using the same formula as if the Marshal had not returned to
 9 work.

10 **9.16.** Verification of sick leave use is pursuant to RCW 49.46.210 and County policy,
 11 procedures and guidelines.

12 **ARTICLE 10: OTHER PAID LEAVES**

13 **10.1. Donated Leaves.**

14 A. No Solicitation - All donations of vacation and sick leave made under this
 15 Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving
 16 monetary or any other compensation or benefits in exchange for donation of vacation or sick leave
 17 hours.

18 B. Approval for Donations - Donations require written approval from the donating
 19 and receiving employees' directors. If approved, the donated leave will be available the next full pay
 20 period after notification of the donation is received by Payroll from the Department of Human
 21 Resources (DHR).

22 C. No Cash Out of Donated Leave - Donated leave hours are excluded from all payouts
 23 and restorations.

24 D. No accruals on donated leave - Vacation and sick leave will not accrue on donated
 25 leave as it is used.

26 E. Eligibility to receive and use Employee-to-Employee or Emergency Medical Fund
 27 donated leave hours.

28 **1.** The receiving employee must have exhausted all paid leave accruals (e.g.,

1 vacation leave, sick leave, PTO leave, holiday banked leave, comp-time).

2 2. The receiving employee can only use donated leave for KCFML and FMLA
3 qualifying reasons.

4 3. The leave for which the employee is requesting donations must be anticipated
5 to be at least one regular workweek or more.

6 **F. Employee to Employee Donations.**

7 1. A comprehensive leave eligible employee may donate a portion of their
8 accrued vacation and/or sick leave hours to another comprehensive leave eligible employee.

9 2. Vacation leave hours. Donated vacation leave will be converted to sick
10 leave and placed in the receiving employee's donated sick leave bank.

11 3. Sick leave hours. An employee is limited to donating 25 hours of accrued
12 sick leave per calendar year, provided the donating employee's sick leave balance will be 100 hours
13 or more following the donation.

14 4. Donation limits are exclusive of donations to the Emergency Medical Leave
15 Fund under 10.7.

16 5. No Reversion of Donated Leave. Donated vacation and sick leave hours
17 remain with the recipient and do not revert to the donor.

18 **G. Employee donations to an Emergency Medical Leave Fund – Pilot Program.**

19 1. The County shall create a pilot program in 2021, whereby a comprehensive
20 leave eligible employee may donate a portion of their accrued vacation and/or sick leave hours to an
21 "Emergency Medical Leave Fund" that is managed by the Department of Human Resources. At the
22 County's discretion, the pilot program can either be continued as a regular program or ended upon
23 30-day written notice to the Guild.

24 2. Vacation hours - An employee is limited to donating 80 hours of accrued
25 vacation per calendar year to this Fund unless the employee's department director approves a greater
26 amount.

27 3. Sick leave hours - An employee can donate up to 25 hours of their accrued
28 sick leave per year to this Fund, provided the donating employee's sick leave balance will be 100

1 hours or more following the donation.

2 **4. Process and conditions to receive and use donated leave hours from the**
 3 **Emergency Medical Leave Fund.**

4 **a.** The comprehensive leave eligible employee must submit a request
 5 to DHR for hours.

6 **b.** The maximum donation an employee can receive is up to 80 hours
 7 based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70
 8 hours), or 80 hours for employees on the semi-monthly payroll period who are normally schedule for
 9 40 hour workweeks, prorated for part-time employees.

10 **c.** Hours will be distributed on a first come first serve basis and only
 11 awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a
 12 no-pay status).

13 **d.** Given there is only a finite number of dollars in the Emergency
 14 Medical Leave Fund, there is no guarantee that hours will be awarded.

15 **H. No reversion of donated leave** - Donated hours and hours not used by the donee
 16 within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund
 17 and do not revert to the donor.

18 **I. Calculation of Donated Leave** - All donated vacation and sick leave hours under the
 19 Employee-to-Employee and Emergency Medical Leave Fund shall be converted to a dollar value
 20 based on the donor's straight time hourly rate at the time of the donation. The dollar value will then
 21 be divided by the receiving employee's straight time hourly rate to determine the actual number of
 22 hours received and placed in the employee's donated sick leave bank.

23 **J. Donation of Vacation or Compensatory Hours to Nonprofit Organizations** - The
 24 executive may implement a process providing the opportunity for comprehensive leave eligible
 25 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash
 26 donation. This process must conform to KCC 3.12.222, as amended.

27 **K. Donation to an Account or Program to Benefit Children of Deceased Employee** -
 28 If an employee dies during employment, the executive may implement a process providing a one-

1 time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation
2 or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased
3 employee who are under 23 years old at the time of the employee's death. This process must
4 conform to KCC 3.12.224, as amended.

5 **10.2. Leave - Organ Donors** - The Commander/designee will allow an employee eligible for
6 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,
7 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)
8 days paid leave, maximum of forty (40) hours (pro-rata for part-time) in accordance with King
9 County Code 3.12.215, as amended, provided;

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

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

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

20 **D. Time off Subject to Agreement** - Time off from work for the purpose set out above
21 more than five (5) working days will be subject to the terms of this Agreement.

22 **10.3. Bereavement Leave.**

23 **A.** An employee eligible for paid leave will be entitled to five (5) working days,
24 maximum of forty (40) hours (pro-rata for part-time) of bereavement leave due to death of a member
25 of their immediate family. Leave must be taken within eighteen (18) months from the date of the
26 death.

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

4 **C. Family Defined** - Immediate family means the employee's:

- 5 1. Spouse or domestic partner, or
- 6 2. Legal guardian, ward, or any person whom the employee has legal custody,
 7 and
- 8 3. The following family members of the employee, the employee's spouse, or
 9 the employee's domestic partner:

- 10 a. A child,
- 11 b. A parent (biological, adoptive, foster, stepparent, legal guardian, or a
 12 person who stood or stands in loco parentis),
- 13 c. A grandparent,
- 14 d. A child-in-law,
- 15 e. A grandchild, or
- 16 f. A sibling.

17 **10.4. Leave for Volunteer Service** - Employees may use up to three days of their accrued sick
 18 leave each year to perform volunteer services at a local school, or at a non-profit on the approved list
 19 for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall
 20 submit such request in writing, per collective bargaining and department leave request procedures,
 21 specifying the name of the school and/or organization and the nature of the volunteer services to be
 22 performed. Additionally, the employee's supervisor may request in advance that the employee obtain
 23 written proof of the service from the volunteer organization or school.

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

1 **10.6. Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
2 time off with pay for the purpose of participating in County qualifying or promotional examinations.
3 This will include seeking an alternative position within the Sheriff's Office and/or time required to
4 complete any required interviews.

5 **10.7. Military Leave** - Employees shall receive military leave in accordance with current
6 County policy, ordinance, state and federal law, as amended.

7 **10.8. Paid Parental Leave (PPL)** - PPL supplements an employee's accrued paid leaves to
8 provide up to a total of twelve (12) weeks of paid leave for a parent to bond with a new child.

9 **A. Benefit Amount** - An employee's supplemental leave benefit is calculated based
10 on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
11 placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for
12 up to a total of twelve (12) weeks, when combined with the employee's accrued leave (except for one
13 (1) week of sick leave and one (1) week of vacation leave). The employee is permitted to use the
14 supplemental leave first. Additionally, the employee may choose to take less than twelve (12) weeks
15 of leave. Supplemental PPL leave is not subject to cash out. An employee who does not return to
16 work for at least six (6) months of continuous service following the leave, will be required to
17 reimburse the County for the supplemental leave funds received.

18 **B. Eligibility** - The benefit is available to all leave eligible employees who have been
19 employed with the County for at least six (6) months of continuous service at the time of the
20 qualifying event. If both parents work for the County, then each employee is entitled to up to twelve
21 (12) weeks of PPL.

22 **C. Benefit Period** - PPL must be used within twelve (12) months of the qualifying
23 event. An employee may use PPL on an intermittent or part-time basis, as long as it is consistent
24 with the department's operational needs, and it is approved in writing by the employee's supervisor
25 prior to the leave.

26 **D. Concurrency** - PPL leave will run concurrently with the County's family and
27 medical leave, as well as federal and state family and medical leave laws, to the fullest extent
28 permitted by law.

1 E. Job Protection - PPL is protected leave. Barring required budget cuts or layoffs, an
2 employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action
3 may be taken against an employee for participating or planning to participate in the program.

4 F. Health and Leave Benefits - The employee will continue to receive all health
5 benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes
6 of overtime calculations, PPL shall be considered the equivalent of sick leave.

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

8 11.1. The County will provide medical, dental, vision, life, long term disability and
9 accidental death and dismemberment insurance programs for the term of this Agreement, subject to
10 plans modifications by the Joint Labor Management Insurance Committee (JLMIC) during the term
11 of the Agreement. The Guild will sign-off on the 2021-2022 JLMIC benefits agreements and
12 modifications thereto.

13 11.2. A newly hired regular, probationary and term-limited temporary employee shall be
14 eligible for receipt of all benefits under the County's medical, dental, vision, life insurance, long term
15 disability and accidental death and dismemberment insurance programs on the first day of the month
16 following the date the employee commences employment with the County.

17 **ARTICLE 12: UNIFORMS**

18 12.1. Uniforms - Employees shall be responsible for required uniforms and equipment issued
19 by the County. Upon presentation by the employee to the Commander/designee of evidence,
20 including the item itself, demonstrating the need for replacement, the Commander/designee may
21 issue a replacement item. The County will provide employees with all required uniforms and safety
22 equipment. The list of required uniform items and required safety equipment will be provided to the
23 Guild by the County and updated when changes are made.

24 12.2. The employee shall be held accountable for all uniforms, weapons and duty gear which
25 are issued to the employee by the County. Items which become worn out and/or items which become
26 lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an
27 occurrence not due to the employee's intentional act or negligence shall be replaced by the County.
28 Accountable items of clothing or protective devices assigned to an employee which are lost or

1 mutilated as a direct result of that particular employee's negligence shall be replaced by the
2 employee.

3 **ARTICLE 13: MISCELLANEOUS**

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

7 **13.2. Weapons/Defense Tactics** - All employees shall periodically qualify with a handgun
8 and any other weapon the County authorizes to be used on-duty in accordance with County policy as
9 scheduled by the County. In addition, all employees, upon written request, shall be provided one
10 hundred (100) rounds of practice ammunition per month for their primary duty weapon, and
11 sufficient practice ammunition per month for any other weapon used in the line-of-duty, for practice
12 session(s).

13 **13.3. Labor-Management Conference Committee (Committee)** - The County and the Guild
14 shall establish a joint Committee which shall be comprised of participants from both the County and
15 the Guild. Each party shall have the sole right to select its participants. The function of the
16 Committee shall be to meet periodically to discuss issues of general interest and/or concern, as
17 opposed to individual complaints, for the purpose of establishing a harmonious working relationship
18 between the employees, the County and the Guild. Either the County or the Guild may request a
19 meeting of the Committee; however, the party requesting the meeting shall do so in writing listing the
20 issues they wish to discuss. Topics such as Civil Service, commission status, employee development,
21 Equity and Social Justice (ESJ), GOM (General Orders Manual), safety and health, and Standard
22 Operating Procedures (SOP) are examples of appropriate agenda items.

23 **13.4. Leave of Absence for Guild Business** - An employee elected or appointed to office in
24 the Guild which requires all of their time shall be given leave of absence up to one (1) year without
25 pay upon written application.

26 **13.5. Guild Negotiating Committee** - Employees who serve on the Guild Negotiating
27 Committee shall be allowed time off from duty to attend negotiating meetings with the County
28 provided that the members of the Guild Negotiating Committee shall be composed of two (2)

1 members or less; and provided further, that prior approval is granted by the County. Additional
2 members allowed time off to attend negotiations with the County are subject to agreement by the
3 County.

4 **13.6. Guild Business** - With prior approval of the Commander/designee, the Guild President/
5 designee may flex their work schedules or be allowed some reasonable time while on duty status to
6 consult with appropriate County officials and/or aggrieved employees. The Guild representatives
7 shall indicate the general nature of the business to be conducted, and request necessary time that will
8 not interfere with their regular duties to conduct Guild business. Guild representatives shall guard
9 against use of excessive time in handling such responsibilities and such business cannot generate
10 overtime. The Guild President/designee will not receive mileage for any travel associated with
11 conducting Guild business.

12 **13.7. Mileage for Training** - The County will pay mileage in accordance with Section 13.1
13 consistent with the County's rules, for travel from home to mandatory training and then to assigned
14 work site when the most direct route possible is traveled and the employee lives no more than fifteen
15 (15) miles outside of the County boundaries. The County will pay mileage under the same
16 circumstances for travel from home to mandatory training and back home when the mandatory
17 training is scheduled on the employee's furlough day.

18 **ARTICLE 14: GRIEVANCE PROCEDURE**

19 **14.1.** The County and the Guild recognize the importance and desirability of settling
20 grievances promptly and fairly in the interest of continued good employee relations and morale. In
21 furtherance of this objective, the County and the Guild shall extend every effort to settle grievances at
22 the lowest possible level of supervision.

23 **14.2.** Employees shall be unimpeded and free from restraint, interference, coercion,
24 discrimination or reprisal in seeking adjudication of their grievances.

25 **14.3.** A grievance shall be defined as a dispute as to the interpretation or application of this
26 Agreement.

27 **14.4.** The Guild shall not be required to press employee grievances if in the Guild's opinion,
28 such lack merit. With respect to the processing, disposition and/or settlement of any grievance,

1 including hearings and final decision of any arbitrator, the Guild shall be the exclusive representative
2 of the employee.

3 **14.5.** Employees, whether Guild members or not, shall have no independent unilateral
4 privilege or right to invoke the grievance procedure.

5 **14.6.** The disposition and/or settlement of any grievance or other matter in dispute as
6 determined by and between the Guild and the County shall be final and binding upon all parties to the
7 dispute.

8 **14.7. STEP 1 – Unit Commander.** A grievance shall be presented by the Guild within thirty
9 (30) calendar days of the occurrence of such grievance to the unit’s Commander. The grievance shall
10 be in writing, and shall specify the contract provisions the Guild argues have been violated, and the
11 factual basis underlying the alleged contract violation. The Commander shall meet with the Guild to
12 discuss the grievance within fifteen (15) calendar days of the receipt of the Step 1 grievance, obtain
13 all relevant facts, discuss the same with relevant personnel and attempt to resolve the matter. The
14 Commander shall present their written decision within fifteen (15) calendar days following the
15 discussion. If the Guild does not pursue the grievance to the next level within fifteen (15) calendar
16 days from the date of the written decision, it shall be precluded from further appeal.

17 **14.8. STEP 2 – Sheriff.** If the grievance has not been satisfactorily resolved, the Guild
18 representative shall advance the grievance to the Sheriff or Designee within fifteen (15) calendar
19 days. Any additional information shall then be presented to the Sheriff or Designee for discussion
20 within fifteen (15) calendar days from receipt of the Step 2 grievance. All letters, memoranda and
21 other written materials previously submitted to lower levels of supervision shall be made available
22 for the review and consideration at this level. The Sheriff or Designee shall make a written decision
23 available to the Guild within fifteen (15) calendar days. If the Guild does not pursue the grievance to
24 the next level within fifteen (15) calendar days from the date of the written decision, it shall be
25 precluded from further appeal.

26 **14.9. STEP 3 – Office of Labor Relations.** If the grievance has not been satisfactorily
27 resolved, the Guild representative shall advance the grievance to the King County Office of Labor
28 Relations (OLR) Director or Designee within fifteen (15) calendar days. Any additional information

1 shall then be presented to the OLR Director or Designee for discussion within fifteen (15) calendar
2 days from receipt of the Step 3 grievance. All letters, memoranda and other written materials
3 previously submitted to lower levels of supervision shall be made available for the review and
4 consideration at this level. The OLR Director or Designee shall make a written decision available to
5 the aggrieved employee and the Guild within fifteen (15) calendar days. If the Guild does not pursue
6 the grievance to the next level within fifteen (15) calendar days from the date of the written decision,
7 it shall be precluded from further appeal

8 **14.10. STEP 4 – Arbitration.** Either the County or the Guild may request arbitration
9 specifying the exact question which it wishes to be arbitrated, the Section of the Agreement violated
10 and the remedy sought provided such request has been initiated within thirty (30) calendar days from
11 the date of the Step 3 decision. The parties shall then select a neutral third party to serve as an
12 arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator,
13 then the arbitrator shall be selected from a panel of seven (7) names furnished by the Federal
14 Mediation and Conciliation Service (FMCS) or PERC. The arbitrator shall be selected from the list
15 by both the County representative and the Guild representative each alternately striking a name from
16 the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The
17 arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be
18 asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon
19 all parties to the dispute.

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

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

27 **14.13.** Temporary, term-limited temporary and probationary employees are employed at will
28 and may be disciplined and discharged from employment at any time without the right to grieve.

1 **ARTICLE 15: EMPLOYEE RIGHTS**

2 **15.1.** All regular employees within the bargaining unit shall be entitled to the protection of
3 the provisions contained in Appendix E.

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

7 **15.3.** Temporary, probationary and term-limited temporary employees are employed at will
8 and can be terminated from employment for any reason, at the discretion of the County, without right
9 of appeal or right to grieve under this agreement. Temporary, probationary and term-limited
10 temporary employees are not covered under the "Employees' Bill of Rights", referred to in 15.1, or
11 attached as Appendix E.

ARTICLE 16: DURATION

16.1. Except for those provisions that state otherwise, this Agreement and each of its provisions shall become effective upon ratification by the King County Council and shall cover the time period January 1, 2021 through December 31, 2022.

APPROVED this _____ day of _____, 2021.

By: _____

King County Executive

David Scontrino

Jul 12, 2021

David Scontrino
President
King County Court Protection Guild

Date

Jared C. Karstetter, Jr.

Jul 10, 2021

Jared C. Karstetter
Legal Advisor
King County Court Protection Guild

Date

CBA Code: 226

Union Code(s): K2

ADDENDUM A
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
KING COUNTY SHERIFF'S OFFICE MARSHALS' GUILD
(Representing King County Marshals)
January 1, 2021 through December 31, 2022

This Addendum is supplemental to the Agreement.

Job Class Code	PeopleSoft Job Code	Classification	STEP 6 00-12m	STEP 7 13-24m	STEP 8 25-36m	STEP 9 37-48m	STEP 10 49m +	
5103100	515101	County Marshal	2021 +/-0%	\$33.7343	\$34.5438	\$35.3729	\$36.2219	\$37.0912
			2022 +2.0%	\$34.4090	\$35.2347	\$36.0804	\$36.9463	\$37.8330

Wage Range - County Marshal pay range is reflected in the wage table above.

General Wage Increases (GWI) - The GWI for 2021 is zero percent (0%) and 2022 shall be two percent (2.0%).

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

Lead Pay - Employees properly assigned, in writing, to the status of Lead, shall receive an hourly premium equal to seven and one-half percent (7.5%) of their hourly base rate of pay for all hours worked during the shift after being assigned as Lead. Leads can be assigned for any duration, as determined by the Commander/designee.

APPENDIX A**TRANSITION TO BIWEEKLY PAY**

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

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

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

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

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

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

22 Eligible County officers and employees are those who:

- 23 **a.** Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;
24 **b.** Are not serving a probationary period;
25 **c.** Are in a paid status;
26 **d.** Are employed in a position that is scheduled to be funded and filled for
27 approximately one year after the date or dates selected by the county administrative
28 officer;

- 1 e. Have elected to receive the transition payment by the cut-off date or dates selected
2 by the county administrative officer; and
3 f. Have agreed and, if applicable, whose spouse or state registered domestic partner
4 have agreed, in writing, to repay the County for the amount of the transition
5 payment as set forth in Ordinance 16818, section 4.

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

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

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

- 18 a. The remainder may be deducted from the employee's final paycheck owed to the
19 employee when the employee leaves employment; and if further payment is owed,
20 then by;
21 b. A deduction from any other payment owed to the employee; and if further payment
22 is owed, then by;
23 c. A payment directly to the county by the employee or, if applicable, their spouse or
24 state registered domestic partner.

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

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

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

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

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

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

26 **3. The Payroll Review Board** - The Payroll Review Board will consist of one KCSO Chief
27 appointed by the Sheriff and one Guild representative from the bargaining unit representing the
28 employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board

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

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

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

22 6. This agreement, along with the collective bargaining agreements as modified by this
23 agreement, and relevant current MOUs modifying the collective bargaining agreement, constitute the
24 full and complete agreement between the parties with respect to payment of wages in the County, and a
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APPENDIX C**PERFORMANCE EVALUATION APPEAL PROCESS**

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

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

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

21 Anyone involved in the review of the appeal may not sit on the panel. The employee shall be
22 solely responsible for presenting their perspective of the appraisal to the panel. The individual
23 responsible for evaluating the employee shall be solely responsible for presenting their perspective to
24 the panel.

25 The panel may issue an oral opinion at the time of the hearing, or deliver its opinion in writing
26 within seven working days to the parties via email. The panel reviews the relevant evidence and
27 votes to either modify the appraisal or preserve the original appraisal.
28

APPENDIX D**AGREEMENT BETWEEN KING COUNTY AND KING COUNTY POLICE OFFICERS
GUILD REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS OFFICE OF
LAW ENFORCEMENT OVERSIGHT OLEO AGREEMENT 2017-2021**

Section 22.1. The King County Office of Law Enforcement Oversight (OLEO) provides independent oversight of all aspects of KCSO's internal administrative system, to enhance accountability and community trust.

Section 22.2. OLEO may be actively involved in all KCSO internal administrative investigation by having:

- a) Real-time access to administrative investigative information, through the use of I/APro, or successor system.
- b) The ability to make recommendations regarding intake classifications as outlined in Section 22.8.
- c) The ability to participate in all administrative interviews as outlined in Section 22.9.
- d) The ability to make suggestions regarding the need for additional investigation as outlined in Section 22.11.
- e) The ability to review and make suggestions to KCSO regarding KCSO findings, excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.
- f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.
- g) The ability to attend review boards as outlined in Section 22.5
- h) The ability to conduct independent investigations as outlined in Section 22.18.
- i) The ability to follow up when KCSO declines to conduct additional investigations as outlined in Section 22.20.

1 In addition, OLEO may monitor any complaint filed with its office or KCSO, and
2 administrative investigations of Critical Incidents, Serious Force Incident, and Serious Officer
3 Involved Events as defined under the General Operating Manual (GOM).

4 Section 22.3. OLEO may receive complaints from any party, including, without limitation,
5 members of the public or employees of KCSO. OLEO will forward all complaints to the Internal
6 Investigations Unit (IIU) within five (5) business days for processing and, when appropriate,
7 investigation. Except as provided under Section 22.18 OLEO will not conduct independent
8 disciplinary investigations but may participate in interviews as provided herein.

9 Section 22.4. The OLEO director/designee shall be timely notified of and have the
10 opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations
11 Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events.
12 OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if
13 approved and accompanied by the Sheriff/designee, and interact only with the administrative team
14 liaison with CID. After the scene is secured, a representative from CID will escort the OLEO
15 representative through the scene.

16 Section 22.5. The OLEO director/designee may attend Use of Force Review Boards and
17 Department-level Driving Review Boards as a non-voting member. The OLEO director/designee
18 may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to
19 attend.

20 Section 22.6. In addition to complaints received by OLEO, KCSO will provide OLEO access
21 to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO
22 investigative records. OLEO will not print or download KCSO complaints or investigative records of
23 any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to
24 investigative records, the Sheriff shall have the right to deny the OLEO member further access to
25 investigative records.

26 Section 22.7. OLEO will have the opportunity to make a recommendation for mediation to
27 the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to
28 mediation, that process will be utilized rather than sending the matter on for investigation. Assuming

1 the employee participates in good faith during the mediation process, the employee will not be
2 subject to discipline and the complaint will be administratively dismissed. Good faith means that the
3 employee listens and considers the issues raised by the complainant, and acts and responds
4 appropriately. Agreement with either the complainant or the mediator is not a requirement of good
5 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to
6 participate, the employee will be considered to have participated in good faith. Moreover, any
7 records related to mediation (other than a mediation settlement agreement) shall not be admissible in
8 any proceeding except to enforce this section.

9 Section 22.8. Once any complaint is received by the IIU, it shall be submitted to the chain of
10 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
11 KCSO's proposed intake classification or changed classification and either agree or recommend a
12 change to the intake classification before the complaint is investigated, not investigated and closed, or
13 sent to a supervisor for further action. KCSO shall make the final determination of the intake
14 classification. When either the Sheriff or their designee determines that the allegations warrant
15 investigation, such investigation shall be approved, and IIU will initiate the investigative process.

16 Section 22.9. Prior to an interview, KCSO will timely notify OLEO of all administrative
17 investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious
18 Officer Involved Events. A single OLEO representative may attend and observe interviews, and will
19 be given the opportunity to ask questions that are within the scope of permissible investigative
20 questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not
21 participate in criminal investigations in any way, and will not be notified of any part of the criminal
22 investigation until the criminal investigation is concluded. At that point, the file shall be provided to
23 OLEO.

24 Section 22.10. Upon completion of internal administrative investigations, OLEO will certify
25 in writing, whether the investigation was thorough and objective by the standards of OLEO before
26 KCSO concludes its finding process.

27 Section 22.11. As a part of OLEO's active involvement OLEO may believe that additional
28 investigation is needed on issues they deem material to the outcome. If there is any dispute between

1 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the
2 requested additional investigation, the IIU Commander will determine whether additional
3 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU
4 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing
5 the reason(s) for its recommended additional investigation. After completion of the additional
6 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then
7 certify according to the standards of OLEO, whether the internal investigation was thorough and
8 objective before KCSO concludes its findings process. This determination will be made within ten
9 (10) business days. Once the above finding is entered in the investigation, OLEO will not be
10 involved further in the processing of that case except as provided herein.

11 Section 22.12. All final disciplinary decisions will be made by the Sheriff.

12 Section 22.13. OLEO will be provided a copy of any letter or other notification to an
13 employee informing them of actual discipline imposed as a result of an administrative investigation
14 or the Notice of Finding in the event that the complaint is not sustained.

15 Section 22.14. OLEO will be notified by KCSO, within five (5) business days of case
16 completion, of all internal administrative investigations for the OLEO's review and recommendation
17 on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations
18 on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make
19 any disciplinary recommendations regarding any internal administrative investigation. OLEO in
20 addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to
21 the complainant. The letter may summarize the case findings within the context of this Article.

22 Section 22.15. Any complaining party who is not satisfied with the findings of KCSO
23 concerning their complaint may contact OLEO to discuss the matter further. However, unless
24 persuasive and probative new information is provided, the investigation will remain closed. In
25 accordance with established arbitral case law, employees may not be subject to discipline twice for
26 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
27 burden of establishing compliance with this section rests with the County in any subsequent
28

1 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
2 Section 19.10 of this Agreement

3 Section 22.16. In addition to the investigative process, OLEO will have unimpeded access to
4 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all
5 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)
6 or other identifying information of employees or other individuals involved in incidents or
7 investigations except OLEO may use the names of any individuals who were subjects of employee-
8 involved events if already made public by KCSO. Nothing herein shall limit OLEO from
9 acknowledging, without analysis or opinion, that it is monitoring an investigation and information
10 already made public by KCSO.

11 a) OLEO is prohibited from providing information related to pending KCSO
12 investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to
13 KCSO any requests, demands or court orders for documents. KCSO's Public Disclosure Unit will
14 review and make determinations on any Public Disclosure requests for KCSO investigative materials.
15 If OLEO is ordered by a court to produce information related to KCSO investigative materials, it
16 shall produce materials as required in consultation with the King County Prosecuting Attorney's
17 Office.

18 b) OLEO may make statistical observations regarding the disciplinary results of
19 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in
20 specific cases.

21 Section 22.17. OLEO may recommend changes to rules, general orders, policies and
22 procedures for the review and/or audit of the complaint resolution process, and review and
23 recommend changes in KCSO policies to improve the quality of police investigations and practices in
24 KCSO. Nothing herein shall be construed as a waiver of the Guild's right to require the County to
25 engage in collective bargaining as authorized by law.

26 Section 22.18. OLEO may administratively investigate complaints involving Critical
27 Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as
28 provided herein:

1 a) If KCSO does not conduct an internal administrative investigation.

2 b) OLEO may conduct investigations independent of KCSO IIU on complaints made
3 against non-represented KCSO employees.

4 c) OLEO shall notify KCSO at least five (5) business days before commencing an
5 investigation.

6 d) At the completion of its investigation, OLEO will provide its report of
7 investigation only to the Sheriff; except as required by law.

8 e) After consultation with the Sheriff, OLEO may disclose, without analysis or
9 opinion, audio or video evidence from an investigation being conducted by OLEO that will not
10 compromise any pending investigation.

11 f) Administrative investigations conducted by OLEO are subject to Article 19.

12 Section 22.19.

13 a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign
14 bargaining unit work to OLEO.

15 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a
16 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not
17 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
18 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,
19 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of
20 potential or specific employee misconduct.

21 Section 22.20. After the administrative investigation has been closed and any discipline has
22 been adjudicated, OLEO may follow-up on any requested additional investigation that was made
23 pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will
24 not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the
25 KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that
26 could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems
27 and procedures, OLEO may provide that information to the Sheriff as part of a report concerning
28 such changes. After providing the report to the Sheriff, OLEO may release the report to others. The

1 report is subject to the limitations in Section 22.16. This information cannot be used to reopen an
2 investigation.

3 Section 22.21. OLEO may not issue a subpoena to an employee of KCSO, to their family
4 members, or to seek their personal and confidential records. However, if the County Charter is
5 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required
6 by law.

APPENDIX E

POLICE OFFICERS' BILL OF RIGHTS (attached)

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APPENDIX E

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

Introduced by: Paul Barden

Proposed No.: 89-595

MOTION NO. **7854**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion No. 1169 is hereby rescinded.

PASSED this 5th day of March, 1990

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois M. Orth
Chairperson

ATTEST:

Arnold A. Pate
Clerk of the Council

Signature: *Jared C. Karstetter, Jr.*
Email: karstetterlaw@gmail.com

Signature: *David Scontrino*
David Scontrino (Jul 12, 2021 06:59 PST) ATTACHMENT A
Email: david.scontrino@kingcounty.gov

Signature:
Email: dow.constantine@kingcounty.gov