

**Coalition Labor Agreement (CLA) - Appendix for 463
Agreement Between King County
And
King County Regional AFIS Guild
Automated Fingerprint Identification System - King County Sheriff's Office**

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1 This Appendix along with the Coalition Labor Agreement (CLA) constitutes the collective
2 bargaining agreement (Agreement) between King County (the County) and King County Regional
3 AFIS Guild (the Guild), the terms of which have been negotiated in good faith, between the County
4 and the Guild. This Collective Bargaining Agreement (Agreement) shall be subject to adoption by
5 County ordinance.

6 **ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT**

7 **Section 1.1** The intent and purpose of this Agreement is to promote the continued
8 improvement of the relationship between the County and its employees by providing a uniform basis
9 for implementing the right of public employees to join organizations of their own choosing, and to be
10 represented by such organizations in matters concerning their employment relations with the County
11 and to set forth the wages, hours and other working conditions of such employees in appropriate
12 bargaining units.

13 **Section 1.2** The CLA shall apply to the individual bargaining unit’s employees as follows:

14 A. The Preamble in its entirety.

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

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

18 Article 18 “Job Posting”

19 **ARTICLE 2: GUILD RECOGNITION AND ROSTER**

20 **Section 2.1.** The County recognizes the Guild as representing all non-commissioned
21 professional employees in the King County Sheriff’s Office in the AFIS section, excluding
22 administrative employees, information technology employees, Photo Lab employees, commissioned
23 officers, confidential employees, supervisors, and all other employees pursuant to the Public
24 Employment Relations Commission (PERC) Decision 11697 (PECB, 2013). Relevant job
25 classifications are listed in attached Addendum A (Wage Rates). The parties, in recognition of the
26 PERC’s decision and its application to the County, agree that the bargaining unit description applies
27 to regular (full-time and part-time), probationary, term-limited temporary and temporary employees;
28 provided further, that there are certain employees who are assigned to work in the AFIS section that

1 are represented by other labor organizations.

2 **Section 2.2.** Term-limited temporary employees are eligible for wages found under Sections
3 6.1 and 6.6 and Addendum A, paid leaves under Article 4 and CLA Article 10 (Holidays), Article 5
4 and CLA Article 32 (Vacation Leave), CLA Article 31 (Sick Leave) and CLA Article 5 (Jury Duty,
5 except CLA 5.2), and insured benefits under CLA Article 25. Temporary employees are only eligible
6 for wages under Sections 6.1. No other provision in this Appendix or the CLA applies to temporary
7 employees or term-limited temporary employees unless specified.

8 **Section 2.3. Bargaining Unit Roster:** The County will transmit to the Guild a current listing
9 of all employees in the bargaining unit within thirty (30) business days of request for same but not to
10 exceed twice per calendar year. Such list shall include the name of the employee, classification and
11 salary.

12 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

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

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

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

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

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

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

1 **K.** taking whatever actions may be necessary to carry out the KCSO mission in case
2 of emergency;

3 **L.** changing, modifying, or implementing requirements with respect to uniforms worn
4 by employees;

5 **M.** requiring regular employees to serve a period of probation that does not exceed
6 one (1) year;

7 **N.** assigning bargaining unit work to any represented employee of the bargaining unit,
8 consistent with other provisions in this Agreement.

9 In agreeing to the above-listed rights of management, it is not the Guild's intent to waive any rights it
10 may have by law to negotiate over mandatory subjects of bargaining, or the effects thereof.

11 **Section 3.2.** In prescribing policies and procedures relating to personnel and practices, and to
12 the conditions of employment, the County will comply with state law to negotiate or meet and confer,
13 as appropriate. However, the parties agree that the County retains the right to implement any changes
14 to policies or practices that are not mandatory subjects of bargaining. All of the functions, rights,
15 powers, and authority of the County not specifically abridged, deleted, or modified by this Agreement
16 are recognized by the Guild as being retained by the County.

17 **Section 3.3. Bi-weekly pay:** Employees shall be paid on a biweekly basis. The right to define
18 and implement changes to the bi-weekly payroll system is vested exclusively with the County,
19 including determining the Fair Labor Standards Act (FLSA) workweek.

20 **Section 3.4. Civil Service and Career Service:** The County retains the right to bargain
21 changes or effects, to the extent required by law, to King County Civil Service Rules and Career
22 Service/Personnel Guidelines, and may propose such changes at any time. Such proposals may be
23 discussed in labor/management meetings or any forum acceptable to the parties.

24 **Section 3.5. Early Intervention Systems (EIS):** Consistent with the authority retained in
25 Section 3.1, KCSO has the right to develop and implement an EIS system according to its policies
26 and procedures.

27 **Section 3.6. Performance Review:** Consistent with the authority retained in Section 3.1,
28 KCSO has the right to develop and implement a performance evaluation system according to its

1 policies and procedures.

2 **Section 3.7. Office of Law Enforcement Oversight:** The parties have fully negotiated all
3 bargaining obligations regarding King County Ordinance 18500 and King County Code 2.75. The
4 parties further agree that the Employer has the right to create, develop, implement or modify policies
5 and procedures for the Office of Law Enforcement consistent with County Ordinance 18500 and
6 King County Code 2.75.

7 **Section 3.8. Scheduling/Attendance System:** The County has a right to implement or
8 change software used to manage scheduling, attendance, and overtime. Where it is necessary to
9 standardize procedures in order to use the software effectively, the procedures used will be consistent
10 with the terms of this agreement or upon mutual agreement between the County and the Guild.

11 **ARTICLE 4: HOLIDAYS**

12 **Section 4.1.** Employees covered by this Labor Agreement shall be eligible for holidays with
13 pay pursuant to Article 10 of the CLA, except as modified below.

14 **Section 4.2. Date of Observance:** Employees who work in a unit which is staffed by AFIS
15 twenty-four hours a day, seven days per week (such as Tenprint Examiner and Jail ID units) shall
16 observe the following five (5) holidays on the specific dates listed below. For these specific named
17 holidays, overtime will be paid only on the dates listed below:

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

Section 4.3. Date of Observance for non 24/7 Operations: The following rules shall apply for the observance of holidays for employees working in a non 24/7 operating position:

Day of Holiday	Employee Regularly Scheduled?	Day Holiday Observed
Saturday	No	Friday
Saturday	Yes	Saturday
Sunday	No	Monday
Sunday	Yes	Sunday

All employees shall only receive payment once per single holiday.

Section 4.4. If Holiday falls on furlough: If a holiday (as defined in CLA Article 10) falls on an eligible employee’s furlough day, the employee is entitled to either schedule eight (8) hours off some other time (to be scheduled like vacation) or to receive an extra eight (8) hours pay at the employer’s option.

Section 4.5. Holiday Overtime Payment: All employees shall take holidays on their designated day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall receive up to eight (8) hours straight time holiday pay (prorated to reflect their normal workweek), plus time-and-one-half their hourly rate of pay for all hours worked on a shift that begins on a holiday.

Section 4.6. Holiday Pro-Rata Benefits: Part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work day.

Section 4.7. “4-10” Employees: The employee may request to work a 5-8 schedule on weeks which have a holiday, or KCSO may adjust the employee to a 5-8 schedule with two weeks’ notice as provided for in Section 8.2. For employees who work ten (10) hours on a holiday, they will receive eight (8) hours Holiday Pay (one and one-half times the hourly rate of pay) and two (2) hours of straight time.

ARTICLE 5: VACATION LEAVE USAGE

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

Section 5.2. Leave Increments: Vacation may be used in one-quarter (1/4) hour increments.

1 **Section 5.3. Vacation Preference:** Vacation approvals for requests made prior to April 1st
 2 of each calendar year (for dates beginning April 1, through the following March 31) shall be made on
 3 the basis of classification seniority within each unit. Vacation requests submitted on or after April 1st
 4 shall be granted dependent upon operational requirements and on a first-come, first-served basis.
 5 Vacation requests should be submitted at least 3 calendar days prior to the vacation start date.
 6 Requests made with less than three (3) calendar days-notice shall be considered and will not be
 7 unreasonably denied, if staffing availability permits approval of the request. Employees who are
 8 transferred involuntarily, and who have already had their vacation request approved as specified
 9 above, will be allowed to retain that vacation period regardless of their seniority within the new unit
 10 to which they are transferred. In essential units with minimum staffing requirements, one vacation
 11 request per shift will be approved and, if overtime coverage is required, voluntary or mandated
 12 overtime coverage will be provided. Additional requests for vacation will be approved under the
 13 following circumstances:

14 a) if no overtime coverage is required to meet minimum staffing levels, or

15 b) if overtime coverage is required to meet minimum staffing levels and voluntary overtime
 16 coverage is available. Minimum staffing levels for all units will be determined by management (as set
 17 forth in Article 3 of this Appendix). The unit supervisor and management will consider and
 18 periodically review workload trends and unit statistics to ensure minimum staffing levels are
 19 adequate to meet anticipated and ongoing and/or changing operational needs.

20 **Section 5.4 Inclement Weather:** In situations involving “unusual occurrences” and/or
 21 inclement weather, the published standard KCSO policy and “County Operations During Emergency
 22 Situations and Inclement Weather” Bulletin Number: 2011-0009, as amended, will be followed.

23 **ARTICLE 6: WAGE RATES**

24 **Section 6.1. Rates of Pay:** All wage rates in effect for the classifications listed in Addendum
 25 A receive increases in accordance with the CLA.

26 **Section 6.2. Lead Worker Pay:** An employee assigned, in writing, by the Sheriff/designee to
 27 perform lead worker duties, shall be compensated at a rate which is five percent (5%) greater than
 28 their hourly base rate of pay, as defined in Section 7.1, for all time so assigned.

1 A. Assignment of “lead worker” will not confer on an employee any privilege, right
2 of appeal, or right of position, transfer, demotion, promotion, reinstatement, or any other right. An
3 assignment may be revoked at any time at the sole discretion of the Sheriff/designee. At such time as
4 the “lead worker” designation is removed, the employee’s compensation reverts to the rate received
5 prior to the designation. When revocation of lead worker pay is used as a disciplinary sanction, it
6 shall be subject to the grievance procedure and requirements of just cause.

7 **Section 6.3. Salary on Promotions:** Any regular employee who is promoted to a higher
8 classification shall receive the beginning step for the higher classification or the next higher salary
9 step as would constitute a minimum of a five percent (5%) increase over their base rate salary
10 received prior to the promotion.

11 **Section 6.4. Employee Incentive/Career Development:**

12 **A. Training**

13 1) The Sheriff/designee has the right to assign, in writing, an employee to train
14 other employees, perform group training, and/or develop plans and processes to meet training needs.
15 Employees who are selected to train must, in the KCSO’s view, meet staffing and operational needs,
16 have the necessary skills or abilities to conduct one-on-one training or in the case of group training
17 the necessary skills/training to assess training needs, develop training plans, and to track whether
18 training needs have been met. When an employee is assigned in this capacity one (1) full day or
19 more, such employee will be paid five percent (5%) above their base pay, as defined in Addendum A,
20 for that day or days, under the following conditions:

21 a) The employee submits a timely request for training pay under this
22 section. Requests should be submitted consistent with KCSO policies and procedures, and if
23 possible, should be submitted within the pay period in which the training time is worked:

24 b) Leads and those whose primary job duty is training, are not eligible
25 for this premium.

26 **B. Education**

27 1) The KCSO will pay to the qualified employee a premium of forty five -
28 sixty five dollars (\$45to \$65) per month (see below), provided that the employee has obtained an

1 Associate's, Bachelor's, or Master's degree from any accredited college or university. Such premium
 2 will not be paid if the degree constitutes a minimum requirement of the position. The employee will
 3 receive a premium for only the highest degree held.

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

7
 8 2) This section is subject to the grievance procedure.

9 3) Employees working in job classifications in the KCSO, who were receiving
 10 the education premium prior to May 1, 2025 shall continue to receive education pay. No other
 11 employees shall be eligible for this education premium.

12 **Section 6.5. Longevity Pay:** Employees working in job classifications in the KCSO, who
 13 were receiving longevity pay prior to July 23, 2015, shall continue to receive longevity pay, including
 14 future longevity step increases, provided that they have not reached the top longevity step of twelve
 15 (12) years (\$82.25), and so long as they were hired prior to December 14, 1992.

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

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

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

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

27 **Section 6.7. Reinstated Employees:**

28 A. **Reinstatement Within One (1) Year:** Employees who are reinstated pursuant to

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

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

13 **Section 6.8. Personnel Guidelines:** The parties have adopted the County's 2005 Personnel
14 Guidelines as agreed to by the coalition of unions. The results of said agreement that are not in
15 conflict with this Agreement are hereby incorporated.

16 **Section 6.9. Certification Premiums:** Employees are eligible to receive the following
17 premium pays upon written certification by the International Association for Identification (IAI) in
18 the following areas, or other certifying body approved by KCSO, provided:

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

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

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

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

Certification Premiums		
Certification	Eligibility	Amount
Tenprint Examiner	Tenprint Examiners	\$40 per month
Latent Print Examiner	Latent Print Examiners	\$50 per month
Crime Scene Investigator	Processing Technicians	\$30 per month

Section 6.10. IAI Membership Dues: Upon request of the employee, the County will pay employees' individual annual membership dues to either the local or parent body IAI but not both.

ARTICLE 7: OVERTIME

Section 7.1. Overtime: Contractual daily overtime shall be paid to employees whose actual hours worked are more than their regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime Rate in effect at the time the overtime work is performed. Contractual weekly overtime shall be paid to employees for all actual hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. "Actual hours worked" excludes all sick leave and Paid Parental Leave.

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

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

1 **Section 7.3. Overtime Authorization:** All overtime shall be authorized by the
2 Sheriff/designee in writing.

3 **Section 7.4. Minimum Standards Set By Law:** If any provision of this article conflicts with
4 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the FLSA, then
5 those minimum standards shall apply.

6 **Section 7.5. FLSA WorkWeek:** For purpose of calculating the forty (40) hour workweek
7 overtime period, as provided under Section 7.1, the FLSA workweek is Saturday to Saturday (i.e., the
8 last moment of Friday and the first moment of Saturday). The County agrees to bargain the impact if
9 it changes the FLSA workweek as provided under Section 3.3.

10 **Section 7.6. Compensatory Time:** In lieu of overtime pay, an FLSA non-exempt employee
11 may request, in writing, prior to working the overtime, compensatory time at the rate of time and one
12 half (1-1/2) for each hour of overtime that was worked; provided, use of all compensatory time must
13 be authorized by Sheriff/designee. If an employee's request for use of compensatory time is denied,
14 the overtime work will be compensated with overtime pay. A denial of a request to be compensated
15 for overtime hours worked with compensatory time rather than overtime pay is within the discretion
16 of the Sheriff/designee and is not subject to the grievance procedure of this Agreement, but may be
17 discussed in labor management meetings. For example, the accrual of compensatory time may not be
18 approved in lieu of overtime pay when the overtime worked is backfill coverage for someone already
19 on compensatory leave.

20 Under normal conditions, the following conditions will apply to the use of compensatory
21 time:

22 **A.** A maximum of sixty (60) straight time hours may be accrued at any given time in
23 a renewable bank.

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

26 **C.** Compensatory time must be used during the calendar year in which it is accrued
27 unless this is not feasible due to work demands. The employee may then request, and the department
28 director may approve, the carryover of a maximum of 60 hours of accrued compensatory time.

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

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

5 F. Compensatory time must be accrued before it is requested. Once compensatory
6 time is approved, it will not be rescinded unless the employee has insufficient accrued compensatory
7 time to cover the absence.

8 G. When an employee requests to use accrued compensatory time, compensatory time
9 will be treated equivalent to vacation leave. When such a request is submitted, it will be granted
10 within a reasonable period of time after such request, unless to do so will “unduly disrupt” the
11 operations of the KCSO.

12 H. The parties share an interest in keeping both the cost and administrative burden of
13 compensatory time to a minimum. Both factors will be evaluated at the end of the Agreement.

14 **Section 7.7. Voluntary Training:** Employees who request training on a voluntary basis will
15 not be paid for study time associated with said training, nor will overtime compensation be paid for
16 workdays that extend beyond the normal contractual workday if said workday is part of the normal
17 training schedule; provided, however, employees who are required to attend by the KCSO will be
18 paid their hourly base rate of pay for attending training plus any overtime, if applicable, pursuant to
19 the overtime provisions of this Agreement. The County and Guild agree that maintaining and
20 building on an employee’s skills and knowledge is beneficial to providing quality services to the
21 public. Therefore, employees are encouraged to take advantage of opportunities available, and the
22 county will make every effort to allow employees reasonable time to attend training sessions in their
23 field. Employees shall be paid their hourly base rate of pay while attending approved and job-related
24 training. In addition, the county shall provide (in house or otherwise), at no cost to eligible staff (as
25 defined in Section 6.9), the amount and type of training required to maintain IAI certification in their
26 fields.

27 If an employee seeks professional development opportunities under CLA Article 12, they
28 must seek advance approval for scheduling and time away from work.

1 **Section 7.8.** Overtime-eligible employees who receive work related calls at home on their off
2 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)
3 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

4 **ARTICLE 8: HOURS OF WORK**

5 **Section 8.1. Work Schedules:** The working hours of full-time employees shall be forty (40)
6 hours per week. Except during the week in which a shift rotation occurs, the standard workweek will
7 generally consist of five (5) consecutive work days, not to exceed eight (8) hours each day, followed
8 by two (2) consecutive days off. Alternative compressed work-week schedules may consist of: four
9 (4) ten (10) hour work days scheduled with at least two (2) consecutive furlough days; or a
10 combination of three (3) twelve (12) hour days and one four (4) hour day, scheduled with 3
11 consecutive furlough days. During a shift rotation the standard workweek may vary; however, all
12 overtime shall be paid pursuant to the terms of Article 7 in this Appendix.

13 **Section 8.2.** The establishment of reasonable work schedules and starting times is vested
14 solely within the purview of the KCSO and may be changed from time to time provided a two (2)
15 calendar week prior notice of change is given; except, in those circumstances over which the KCSO
16 cannot exercise control; provided, the required two (2) calendar week notification period shall not
17 commence until the employee has received verbal or written notification of the proposed change.

18 **A.** KCSO will establish schedules to meet the dictates of the work load; however,
19 nothing contained herein will permit split shifts.

20 **B.** For employees receiving paid meal periods and/or intermittent rest periods (ID
21 Technician, Processing Technician, and TPE classification), this agreement specifically supersedes in
22 total the State provisions regarding meal and rest periods for Employees, and as such, these
23 employees do not receive a designated meal or rest period.

24 **C.** Employees receiving paid meal periods are expected to remain “on duty” and
25 available for assignment during the duration of their shift. If an employee needs to leave the work
26 site or otherwise become unavailable during their shift, they must get approval from a supervisor who
27 will authorize appropriate leave or trade time.

28 **Section 8.3. Minimum Standards:** If any provision in this article shall conflict with the

1 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

2 **Section 8.4. Employee Requests:** Work schedules may be altered, upon written request of
3 the employee, to a flex schedule, or an alternative schedule mutually agreed upon by the employee
4 and the Sheriff/designee, for so long as the parties agree in writing.

5 **Section 8.5. Job Sharing:** If two (2) employees in the same job classification and work site
6 wish to job share one (1) full-time position, they shall submit such a request in writing to their
7 immediate supervisor. The request shall be transmitted to the Sheriff/designee. The Sheriff/designee
8 shall have ninety (90) calendar days from the date they receive the request to review the request and
9 either approve or deny the request for job sharing. Employees who job share one (1) full-time
10 position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as
11 other half-time County employees. In the event that one of the job-sharing employees terminates
12 their employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

17 **Section 8.6. Shift Bidding:** Once a year in an annual bid, employees will be able to select
18 their preferred shift in order of seniority; provided, however, that the Sheriff/designee may reassign
19 such employees for legitimate operational needs or for cause. In units that rotate shifts during the
20 year, the shift bid will be routed by seniority as many times as needed, with each employee selecting
21 one shift per routing. Changes in the number of shift rotations per year in each unit shall be
22 bargained with the Guild.

23 **ARTICLE 9: MISCELLANEOUS**

24 **Section 9.1. Civil Service Hearings, Labor Arbitrations, PERC Hearings:** Employees who
25 may be called to testify, or are required to attend in their official Guild capacity, in proceedings
26 before the Civil Service Commission, the Public Employment Relations Commission, or a Labor
27 Arbitration may be allowed to attend without loss of pay provided prior permission is granted by the
28 Sheriff/designee, and no overtime is incurred. No more than one (1) employee will be granted

1 permission to attend proceedings in their official Guild capacity without loss of pay.

2 **Section 9.2. Guild Business:** The Sheriff/designee shall afford Guild representatives a
 3 reasonable amount of time while on on-duty status to consult with appropriate management officials
 4 and/or aggrieved employees, provided that the Guild representative and/or aggrieved employees
 5 contact their immediate supervisors, indicate the general nature of the business to be conducted and
 6 request necessary time without undue interference with assignment duties. Time spent on such
 7 activities shall be recorded by the Guild representative on a time record provided by AFIS
 8 management . With management approval, the President and Vice Presidents of the Guild shall be
 9 allowed to flex their work schedules so as to perform the above duties on work time. Guild
 10 representatives shall guard against use of excessive time in handling such responsibilities. Approval
 11 to conduct Guild business on work time shall not result in any additional expense to the County, such
 12 as overtime, backfill overtime, parking fees, or mileage reimbursement.

13 **Section 9.3. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of
 14 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
 15 department expense, not to exceed one-hundred fifty dollars (\$150).

16 **Section 9.4. Jury Duty:** Is pursuant to the CLA Article 5, except as modified below.

17 **A.** An employee required by law to serve on jury duty shall continue to receive their
 18 salary and shall be relieved of regular duties and assigned to a 5/8 day shift (five days a week, eight
 19 hours a day) for the period of time necessary for such assignment. If they have four (4) hours or
 20 more left on their shift at the completion of the jury duty assignment for the day, they shall report to
 21 their work location and complete the day shift. Once the employee is released for the day, or more
 22 than one (1) day, then the employee is required to contact the supervisor who will determine if the
 23 employee is required to report for duty, provided however such release time is prior to 1:00 p.m. If
 24 an employee is released after 1:00 p.m. they shall not be required to report for work on that particular
 25 day.

26 **B.** When the employee is dismissed from jury duty (completion of jury duty
 27 assignment) the employee is required to contact his/her supervisor immediately. The supervisor will
 28 instruct the employee when to report to work; provided, there must be a minimum of twelve (12)

1 hours between the time the employee is dismissed from jury duty and the time they must report for
2 regular duties.

3 **Section 9.5. Essential/Mission Critical Personnel:** The KCSO will notify those employees
4 determined to be essential/mission critical personnel with the goal of including as few non-
5 commissioned employees as reasonably necessary to meet the needs of the County and the KCSO.

6 **Section 9.6. The Guild Negotiating Committee:** Employees who serve on the Guild
7 Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the
8 County provided that the compensated represented employees of the Guild Negotiating Team shall be
9 comprised of three (3) represented employees or less; and provided further, that prior approval is
10 granted by the Sheriff/designee. Approval for time off shall not result in any additional expense to
11 the County, such as overtime, backfill overtime, parking fees, or mileage reimbursement. The parties
12 shall make every effort to schedule bargaining in a virtual format to avoid expenses to the County
13 such as overtime, backfill overtime, parking fees or mileage reimbursement.

14 **Section 9.7. Probationary Period:** All new and reinstated regular employees serve a
15 probationary period of up to one (1) year from the date of their appointment. During this period, the
16 employee is evaluated as a part of the final selection process. Appointment to a Civil Service or
17 Career Service position is not considered final unless the employee successfully completes a
18 probationary period. To the extent permitted by law, the probationary period may be automatically
19 extended for absences from work, or any period during which the employee cannot perform the
20 essential functions of the job, day for day after 10 (ten) work day absences.

21 **A.** Civil Service employees who are promoted or demoted, including voluntary
22 demotions, serve a probationary period from the date of their change in status. The probationary
23 rules relating to such period are covered by King County Civil Service Rules.

24 **Section 9.8. Off Duty Employment:** Off-duty employment will be governed by applicable
25 Standard Operating Procedures and any revisions to mandatory subjects thereto as agreed upon by the
26 Guild and the County.

27 **Section 9.9. Uniforms:** Uniformed positions will have items provided in the following
28 manner:

1 ● Uniform shirts are provided and required for Identification Technicians and
2 Processing Technicians. A pant option will be provided for Processing Technicians, but is not
3 required.

4 ● Up to four items from an approved list will be provided upon hire or transfer from a
5 non-uniformed position. Following probation, up to two additional items will be provided annually
6 in the first quarter of the year.

7 Items damaged in the course of duty (not normal wear and tear) shall be repaired and replaced
8 by the department upon submission of the damaged uniform item and a written statement
9 documenting the cause of damage. The department has the right to change any or all of the uniforms
10 worn by its uniformed employees.

11 **Section 9.10. Personnel Files:** Material placed into the employee’s human resources
12 personnel file relating to job performance or personal character shall be brought to the attention of the
13 employee prior to placement in the file. The employee shall have the right to insert documentation
14 into the file(s) that responds to said material. Supervisory files that are maintained may not be relied
15 on or used for any purpose relating to employee discipline.

16 **Section 9.11.** The Guild retains its legal duty of fair representation to its members and
17 therefore also retains its right to arbitrate grievances through the final step of the grievance
18 procedure. Grievances filed specifically under CLA Article 38 may only proceed to Step three (3).

19 **ARTICLE 10: NON-DISCRIMINATION**

20 Pursuant to CLA Article 38 Equal Employment Opportunity.

21 **Section 10.1.** The parties agree that personnel actions may be taken to accommodate
22 disabilities, as may be required under the Americans with Disabilities Act (ADA), or Washington
23 Law Against Discrimination (WLAD) and that such an accommodation under the ADA or (WLAD)
24 shall take precedence over any conflicting provisions of this agreement.

25 **Section 10.2.** Grievances under CLA Article 38 may proceed through Step 3 only and may
26 not go to arbitration. The employee’s right to file a complaint with an administrative agency under
27 the appropriate County, State, or Federal law is not limited by CLA Article 38 but such rights are
28 subject to the appropriate statutes of limitations contained in such laws.

1 **ARTICLE 11: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

- 18 A. Discharge.
- 19 B. Suspension or other disciplinary action as may be applicable to such employee.

20 **ARTICLE 12: REDUCTION-IN-FORCE**

21 **Section 12.1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall
22 be laid off according to inverse seniority within the classification, with the employee with the least
23 time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff
24 within the KCSO with the same classification seniority, the Sheriff/designee will determine the order
25 of layoff based on employee performance; provided, no regular or probationary employee shall be
26 laid off while there are temporary employees serving in the classification or position for which the
27 regular or probationary employee is eligible and available. Each regular employee will have an
28 adjusted service date based on their length of service within their classification and KCSO.

1 **Section 12.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
 2 probationary employee may on the basis of classification seniority, bump the least senior employee in
 3 any lower level position (within the KCSO and bargaining unit) formerly held by the employee
 4 designated for layoff, provided that the employee exercising their right to bump has more seniority in
 5 the classification than the employee who is being bumped.

6 **Section 12.3. Re-Employment List:** The names of laid off employees will be placed in order
 7 of layoff (with the employees with the most seniority as defined above placed at the top of the list) on
 8 a Re-employment List for the classification previously occupied. The Re-employment List will
 9 remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever
 10 occurs first.

11 **ARTICLE 13: PRODUCTIVITY STANDARDS**

12 **Section 13.1.** Work procedures, including production standards may be established and
 13 revised from time-to-time by the County. Notwithstanding this fact, the County and Guild expressly
 14 agree to establish a joint labor management committee to review and evaluate the efficacy and
 15 appropriate level of production standards, including methods of communication related to production
 16 standards, in an effort to enhance unit effectiveness and improve employee productivity and morale.
 17 Any changes to production standards shall be discussed in the labor management committee and any
 18 change that impacts a mandatory subject is subject to negotiations in accordance with the law.

19 **Section 13.2.** The County will take into consideration overall workload, types of cases,
 20 approved leaves, and time availability for individual employees. The County acknowledges that any
 21 productivity standards are only a starting point in assessing an employee’s productivity, and that
 22 other factors listed above will be considered in the overall assessment.

23 **ARTICLE 14: TRANSFERS AND PROMOTIONAL OPPORTUNITY**

24 **Section 14.1. Transfers:** Identification Technicians, Tenprint Examiners, and Processing
 25 Technicians may submit written requests for transfer or reassignment between work units. Such
 26 requests shall be given full consideration by KCSO.

27 **Section 14.2. Professional Opportunities:** CLA Provisions in Article 18 regarding Job
 28 Postings shall not apply to this bargaining unit. Bargaining unit employees may apply for other

1 professional_opportunities within the KCSO. If after applicable Civil Service and County testing,
 2 there is no bargaining unit employee(s) within the top-scoring pool of applicants to be considered
 3 under the County’s application of relevant Civil Service rules, then the highest scoring bargaining
 4 unit employee(s) who has successfully made the Civil Service list shall be added to the pool of
 5 applicants eligible for consideration. Should there be a tie for highest score in that situation, such
 6 employee(s) shall be placed in the pool.

7 **ARTICLE 15: PERFORMANCE EVALUATION APPEALS**

8 **Section 15.1.** If an employee challenges the fairness or accuracy of their annual performance
 9 evaluation, the evaluation may be appealed by the employee in writing within fourteen (14) calendar
 10 days of the employee’s receipt of such evaluation. It will then be discussed/reviewed between the
 11 applicable Operations Manager and the employee. If a suitable solution cannot be reached, the
 12 employee may appeal to the Division Chief. At each step of the process, the employee shall have
 13 fourteen (14) calendar days in which to appeal to the next step in writing (from the date of receipt of
 14 the decision, or expiration of the timeframe). The Division Chief review should result in a written
 15 determination within fourteen (14) calendar days of receiving the issue. If the employee disagrees
 16 with the final result, they may prepare a rebuttal statement to be included in the personnel file with
 17 the evaluation, or proceed with the third step in the appeal process. The third and final step in the
 18 appeal process is a hearing before a panel of three that includes: A department representative, labor
 19 representative, and a representative from the King County Office of Alternative Dispute Resolution.
 20 The employee will provide copies of the evaluation at issue, related documents and correspondence,
 21 and outline the specific sections of the evaluation and reasons for appeal.

22 **Section 15.2.** The employee must specifically point out to the panel which parts of the
 23 evaluation are being appealed. A copy of the evaluation and identification of the specific portions of
 24 the evaluation that are the subject of the appeal shall be provided via email to panel members in
 25 advance of the hearing, as agreed by the panel. Additional documentation may be provided by the
 26 reviewer or appellant for the panel’s consideration, and should be provided in advance of the hearing
 27 if possible.

1 **Section 15.3.** Anyone involved in the review of the appeal may not sit on the panel. The
2 employee shall be solely responsible for presenting their perspective of the appraisal to the panel.
3 The individual responsible for evaluating the employee shall be solely responsible for presenting their
4 perspective to the panel.

5 **Section 15.4.** The panel may issue an oral opinion at the time of the hearing, or deliver its
6 opinion in writing within fourteen (14) calendar_days to the parties via email. The panel reviews the
7 relevant evidence and votes to either modify the appraisal or preserve the original appraisal.

8
9 **For King County Regional AFIS Guild:**

10 Signed by:
11 
12 1DB300EAE9BB4A2

13 Mark Roberts
14 Guild President

15 **For King County:**

16 DocuSigned by:
17 
18 F13D0D1A78B842A...

19 Josh Marburger
20 Labor Relations Negotiator
21 King County Executive Office Labor Relations

ADDENDUM A

WAGES AND STEP PROGRESSION

Union Code: AC1

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
4401100	441504	Tenprint Information Specialist	43	1-2-3-4-5-6-7-8-9-10 *
5231100	523103	Identification Technician	49	1-2-3-4-5-6 **
5235100	523801	Processing Technician	49	1-2-3-4-5-6 **
5231300	523702	Tenprint Examiner	49	1-2-3-4-5-6 **
5232100	523303	Latent Print Examiner	57	1-2-3-4-5-6 **
* These Steps equate to Steps 1-2-3-4-5-6-7-8-9-10 on the King County “Squared” Table.				
** These Steps equate to Steps 1-2-4-6-8-10 on the King County “Squared” Table.				

1. Step Progression: Regular employees covered by this Agreement who start at step 1, shall advance from step 1 to step 2 upon successful completion of probation. Advancement to the next step following successful completion of probation is at management’s discretion if the employee is hired above Step 1. Thereafter on each January 1st, the employee will receive a step increase according to the wage addendum, provided the employee had successfully completed probation on or before September 30th until they have reached the top step of their range. For regular employees, progression to all steps above Step 2 is on the following January 1st, except that the second salary increase skips a January 1st when first salary increase is between October 1st and December 31st, inclusive. KCSO has the right to place employees on probation for a period of up to one (1) year.

2. Temporaries: Term-Limited Temporary Employees do not serve probation, and are not subject to a just cause requirement. Step increases for term-limited temporary are in accordance with the King County Contingent Worker Manual, as amended. Short-term temporary employees are not eligible for step increases.

3. New King County Career or Civil Service employees, who have relevant experience as temporary employees either as temporary or as term-limited temporaries with KCSO in the same classification to which they are hired, should be given appropriate credit for such prior service with respect to step placement.

4. The parties agree that KCSO has discretion to place employees with or without prior KCSO service in a classification at the step it believes is appropriate, consistent with other

1 Agreement provisions and King County rules. This applies whether the employee is a new employee,
2 a lateral hire, a new Civil Service or Career Service employee, a transfer or a promoted employee.

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ADDENDUM B

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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

13 **2. Authorized Employee:** KCSO will designate an employee responsible for the investigation
14 (“Authorized Employee”) and resolution of employee complaints regarding the payment of wages.
15 Written complaints will be submitted in accordance with KCSO’s policies. A response will be provided
16 to the employee within ten (10) business days from the date the complaint is received by the Authorized
17 Employee. If the employee complied with the KCSO’s policies regarding timely submission of their
18 pay request, and timely resubmission as necessary, the Authorized Employee will award one (1) hour of
19 straight time pay for each incident of overtime that is paid one (1) pay period beyond the date noted in
20 Paragraph 1 above, and may issue an appropriate additional remedy for late payment beyond one pay
21 period up to a total maximum amount equal to the underlying pay at issue. If the employee does not
22 agree with the resolution of the complaint, the employee may, if within ten (10) business days of receipt
23 of the response from the Authorized Employee, submit the issue to the Payroll Review Board.

24 **3. The Payroll Review Board:** The Payroll Review Board will consist of one (1) KCSO Chief
25 appointed by the Sheriff and one (1) Guild representative from the bargaining unit representing the
26 employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board
27 the facts relating to the complaint. If the Board finds that the employee complied with the KCSO’s
28 policies regarding timely submission of their pay request, and timely resubmission as necessary, the
Board will award one (1) hour of straight time pay for each incident of overtime that is paid one pay
period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized
Employee, and may issue an appropriate additional remedy for late payment beyond one (1) pay period,
if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the
underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by

1 the Authorized Employee must be unanimous. A decision on each case presented to this Board must be
2 issued within five (5) business days of the presentation by the Authorized Employee. The Authorized
3 Employee will communicate the decision of the Board to the employee who filed the complaint. If the
4 Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a
5 mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review
6 Board is unable to agree on a third person, the winner of a coin toss will select the third person.

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

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

15 **6.** This agreement, along with the collective bargaining agreement, as modified by this
16 agreement and relevant current MOUs modifying the collective bargaining agreement, constitute the full
17 and complete agreement between the parties with respect to payment of wages in the KCSO, and a
18 payroll dispute resolution process in the KCSO.
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ADDENDUM C
SICK LEAVE AND OVERTIME

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

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

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

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