

**Coalition Labor Agreement (CLA) - Appendix for 193
Agreement Between King County
And
Public Safety Employees Union
Non-Commissioned Professional Employees - King County Sheriff's Office**

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1 This Appendix, along with the Coalition Labor Agreement (CLA), constitutes an agreement
2 between King County (the County) and Public Safety Employees Union (PSEU), the terms of which
3 have been negotiated in good faith, between King County and the Union subscribing hereto. This
4 Agreement shall be subject to approval by Ordinance by the County Council of King County,
5 Washington.

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 King County and its employees by providing a uniform
9 basis for implementing the right of public employees to join organizations of their own choosing, and
10 to be represented by such organizations in matters concerning their employment relations with King
11 County and to set forth the wages, hours and other working conditions of such employees in
12 appropriate 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 46 “Waiver and Complete Agreement”

20 **ARTICLE 2: UNION RECOGNITION AND ROSTER**

21 Section 2.1. The County recognizes the Union as representing those regular full-time and
22 regular part-time career service, civil service and probationary employees whose job classifications
23 are listed in attached Addendum A (Wage Rates). The County also recognizes the Union as
24 representing those temporary and term-limited temporary employees (as opposed to regular
25 employees) whose job classifications are listed in attached Addendum A (Wage Rates), and who
26 meet Washington State Public Employment Relations Commission’s definition of “employee”.

27 Temporary and term-limited temporary employees (defined in Addendum B (Definitions))
28 however, are covered only by Article 6 (Wages) Sections 1, 2, 3 and 5 and Addendum A (Wage

1 Rates) of this Appendix. No other provision in this Appendix applies to temporary or term-limited
2 temporary employees. Except that Article 6 Section 5D (Education) applies to TLT employees but
3 not to temporaries.

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

6 **Section 2.2. Bargaining Unit Roster:** The County will transmit to the Union a current listing
7 of all employees in the bargaining unit within thirty (30) business days of request for same but not to
8 exceed twice per calendar year. Such list shall include the name of the employee, classification,
9 department and salary.

10 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

13 A. determining the mission, budget, organization, number of employees, and internal security
14 practices of the Departments;

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

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

20 D. assigning and directing the work force;

21 E. developing and modifying class specifications;

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

23 G. designating duty stations and assigning employees to those duty stations;

24 H. reducing the work force;

25 I. establishing reasonable work rules;

26 J. assigning the hours of work;

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

1 **L.** Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system
2 is vested exclusively in King County. Implementation of such system may include, but is not limited
3 to, the conversion of wages and leave benefits into hourly amounts and changes to scheduled pay
4 dates. The parties agree that application provisions in the CBA may be re-opened at any time during
5 the life of this Agreement by the County for the purpose of negotiating these standardized pay
6 practices, to the extent required by law. The parties recognize King County’s exclusive right to make
7 necessary changes to the payroll system.

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

10 **N.** Requiring employees to serve a period of probation that does not exceed one year, except
11 that to the extent permitted by law, the probationary period shall be automatically extended for any
12 absence from work, or any period during which the employee cannot perform all the essential
13 functions of the job, that extends longer than ten (10) work days.

14 **O.** Assigning bargaining unit work to any represented employee of the bargaining unit,
15 consistent with other provisions in this collective bargaining agreement.

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

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

26 **Q.** Early Intervention Systems (EIS): Consistent with the authority retained in Article 3.1,
27 King County has the right to develop and implement an EIS system consistent with King County
28 Sheriff’s Office policies and procedures.

1 **R. Performance Review:** Consistent with the authority retained in Article 3.1, King County
 2 has the right to develop and implement a performance evaluation system consistent with King County
 3 Sheriff's Office policies and procedures.

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

7 **ARTICLE 4: HOLIDAYS**

8 Employees covered by this Labor Agreement shall be eligible for holidays with pay as
 9 provided in Article 10 of the CLA, in addition to the below provisions.

10 **Section 4.1. Date of Observance:** Employees who work in a twenty-four hour, seven day per
 11 week operation shall observe the following five (5) holidays on the specific dates listed below.
 12 Examples of the twenty-four hour operations are: Automated Fingerprint Identification System
 13 (AFIS) division of the Sheriff's Office. For these specific named holidays, overtime will be paid only
 14 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

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

25 **Section 4.3. Holiday Overtime Payment:** All hourly employees shall take holidays on the
 26 day of observance unless their work schedule requires otherwise for continuity of services, in which
 27 event, they shall receive up to eight (8) hours straight time holiday pay (prorated to reflect their
 28 normal workweek), plus time-and-one-half their base hourly rate of pay for any shift that begins on a

1 holiday as a holiday premium.

2 **Section 4.4. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits
3 based upon the ratio of hours actually worked (less overtime) to a standard work year.

4 **Section 4.5. “4-10” Employees:** A full time hourly comprehensive leave eligible employee
5 on a 4-10 work schedule who observes the holiday may have two (2) hours of their accrued vacation
6 leave applied in order to be compensated ten (10) hours for holidays identified within Article 10 of
7 the CLA or by supervisor approval the employee may work an additional two (2) hours of straight
8 time within the same FLSA workweek. As an alternative, the employee may request to work a 5-8
9 schedule on weeks which have a holiday, or KCSO may adjust the employee to a 5-8 schedule with
10 two weeks’ notice as provided for in Section 8.2. For hourly employees who work ten (10) hours on
11 a holiday, they will receive eight (8) hours Holiday Pay (one and one-half times the employee’s base
12 hourly rate of pay) and two (2) hours of straight time.

13 **ARTICLE 5: VACATION LEAVE USAGE**

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

16 **Section 5.2. Leave Increments:** For overtime eligible employees, vacation, sick leave and
17 unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department
18 director or their appointed designee.

19 **Section 5.3. Excess Vacation:** Is pursuant to Article 9 and Section 32.2 Vacation Leave Cap
20 provisions of the CLA, except as modified below. All employees may continue to accrue additional
21 vacation beyond the maximum specified in Article 9 and Section 32.2 of the CLA if, as a result of
22 cyclical workloads or work assignments, accrued vacation will be lost. Employees shall use or forfeit
23 excess vacation accrual prior to the pay period that includes December 31st of each year. Employees
24 may carryover excess vacation accrual only when express approval is granted by the Sheriff or their
25 designee.

26 **Section 5.4. Vacation Preference:** In accordance with past practice, vacation shall be
27 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the
28 employee with the approval of the Division Commander for the King County Sheriff’s Office.

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

4 **Section 5.5. Inclement Weather:** In situations involving “unusual occurrences” and/or
5 inclement weather, the published standard KCSO policy and “County Operations During Emergency
6 Situations and Inclement Weather” Bulletin Number: 2011-0009, as amended, will be followed. The
7 above policies will be adhered to except that employees who cannot come to work due to the
8 “unusual occurrence” and/or weather conditions will be allowed to use compensatory time, vacation
9 time, or leave without pay to cover such absences.

10 **ARTICLE 6: WAGE RATES**

11 **Section 6.1. Rates of Pay:** Wage rates for regular part-time employees shall be prorated
12 based upon the ratio of hours actually worked to the standard 40-hour workweek.

13 **Section 6.2.** All wage rates in effect for the classifications listed in Addendum A will receive
14 increases in accordance with the CLA.

15 **Section 6.3. Lead Worker Pay:** Employees assigned, in writing, by the division manager or
16 their designee to perform lead worker duties, shall be compensated at a rate which is five percent
17 (5%) greater than their hourly base rate of pay, as defined in Section 7.1, for all time so assigned.

18 Assignment of “lead worker” will not confer on an employee any privilege, right of appeal, or
19 right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments may
20 be revoked at any time at the sole discretion of management at such time as the “lead worker”
21 designation is removed, the employee’s compensation reverts to the rate received prior to the
22 designation. When revocation of lead worker pay is used as a disciplinary sanction, it shall be subject
23 to the grievance procedure and requirements of just cause.

24 **Section 6.4. Salary on Promotion, Hire, or Transfer:** Any employee who is promoted to a
25 higher classification shall receive at least the beginning step for the higher classification or the next
26 higher salary step as would constitute a minimum of a five percent (5%) increase over the salary
27 received prior to the promotion. The appointing authority may place the promoted Employee at a
28 higher step when the department director determines this action is warranted based on the criteria set

1 forth in the King County Personnel Guidelines and KCC 3.15.130, as amended. Additionally, the
2 appointing authority may place a newly hired, or transferred Employee, at the first step upon hire, or
3 a higher step when the department director determines this action is warranted based on the criteria
4 set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

5 **Section 6.5. Employee Incentive/Career Development:**

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

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

14 **A. Translation**

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

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

28 The intent of this provision is to compensate employees who may be called upon by their

1 departments on a regular basis to provide interpreting/translation services. It does not apply to any
2 employee whose class specification or job description requires such skills, and it is not intended that
3 people who are expected to do casual informal interpreting be placed on the list of employees eligible
4 for the premium. State Certification is at the employee's expense.

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

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

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

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

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

19 This Section (A. Translation) is not subject to the grievance procedure contained in CLA
20 Article 26, except that the failure to pay the required premium after placement on the list of eligibles,
21 is subject to such procedure.

22 **B. Training**

23 1) Management has the right to appoint a Training Coordinator to perform
24 group training and to develop plans and processes to meet training needs. An employee so appointed
25 will receive fifty dollars (\$50) (flat rate converted to hourly figure) premium for each pay period in
26 which this assignment is made and services are used by the employer.

27 Employees who are selected to train must, in the department's view, have the necessary
28 skills/training to do formal group training, to assess training needs, develop training plans and to

1 track whether training needs have been met.

2 Lead workers are not eligible for this premium. This section is not subject to the grievance
3 procedure, CLA Article 26, except failure to pay the premium is subject to such procedure.

4 **2)** Management has the right to assign, in writing, an employee to train other
5 employees. When an employee is assigned to train one-on-one for one full day or more, such
6 employee will be paid 5% (five percent) above their base pay for that day or days, under the
7 following conditions:

8 **a)** The employee submits a timely request for training pay under this
9 section. Requests should be submitted consistent with department policies and procedures, and if
10 possible should be submitted within the pay period in which the training time is worked:

11 **b)** The training employee must be part of the evaluation process for the
12 trainee, and;

13 **c)** Leads, and those whose primary job duty is training, are not eligible
14 for this premium.

15 **C. Budgetary Savings**

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

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

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

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

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

10 **D. Education:** The department will pay to qualified employees a premium of forty-
 11 five to sixty-five dollars (\$45 to \$65) per month (see below), provided that the employee has obtained
 12 an A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation)
 13 such premiums will not be paid if the degree constitutes a minimum requirement of the position.

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

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 18 This section is subject to the grievance procedure.

19 **Section 6.6. Longevity Pay:** Employees working in job classifications in the King County
 20 Sheriff’s Office, who were receiving longevity pay prior to July 23, 2015, shall continue to receive
 21 longevity pay, including future longevity step increases, provided that they have not reached the top
 22 longevity step of twelve years (\$82.25), so long as they continue to work in a job classification which
 23 was eligible for longevity pay. Those employees who were hired prior to December 14, 1992 and
 24 who are working in job classifications in the King County Sheriff’s Office which would have been
 25 eligible for longevity pay shall receive longevity pay at such time as they would have become eligible
 26 for such pay, so long as they remain in a job classification which was eligible for longevity under the
 27 previous collective bargaining agreement that expired on December 31, 1994.
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2 A. Those eligible employees, as outlined above, shall earn longevity as follows:

3 During the 7th and 8th year of service	\$20.50 per month
4 During the 9th and 10th year of service	\$41.25 per month
5 During the 11th and 12th year of service	\$61.50 per month
6 After 12 years of service	\$82.25 per month

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

9 **Section 6.7. Shift Differentials:** The value of the shift differential has been rolled over into
10 the base wage of bargaining unit employees who previously received such differential, and is
11 included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employees
12 shall receive shift differential as a separate premium.

13 **Section 6.8. Reinstated Employees:**

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

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

27 **Section 6.9.** The parties have bargained King County's 2005 proposed changes to the King
28 County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby

1 incorporated into this Agreement.

2 **ARTICLE 7: OVERTIME**

3 **Section 7.1. Overtime:** Contractual overtime shall be paid to hourly employees for all actual
4 hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in
5 effect at the time the overtime work is performed. “Actual hours worked” excludes all sick leave. The
6 Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the
7 combined amount of the employee’s hourly base rate of pay, as specified in the Addendum A wage
8 table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are
9 contractually required to be included when calculating the Contractual Overtime Rate. If the Fair
10 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
11 employee shall be paid the higher rate of pay pursuant to the FLSA.

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

19 **Section 7.3. Training Shift Pay:** In the event that the department requires an employee to
20 attend a mandatory training session, and such training is not directly before or after a shift or during a
21 shift, then a two (2) hour minimum at the contractual overtime rate will be paid.

22 **Section 7.4. Overtime Authorization:** All overtime shall be authorized by the Department
23 Director or their designee in writing. Saturday and Sunday work is not overtime when it is a
24 regularly scheduled work day.

25 **Section 7.5. Minimum Standards Set By Law:** If any provision of this article conflicts with
26 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the Federal
27 FLSA, then those minimum standards shall apply.

28 **Section 7.6. Compensatory Time:** In lieu of overtime pay, an employee may request, in

1 writing, prior to working the overtime, compensatory time at the rate of time and one half for each
2 hour of overtime that was worked, provided: all comp time must be authorized by Department
3 management. If denied, the overtime work will be compensated with overtime pay. A denial of a
4 request to be compensated for overtime hours worked with comp time rather than overtime pay is
5 within the discretion of management and is not subject to the grievance procedure of the Coalition
6 Labor Agreement, but may be discussed in Labor Management Meetings.

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

8 **A.** A maximum of forty (40) straight time hours may be accrued in the calendar year.

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

11 **C.** Compensatory time must be used during the calendar year in which it is accrued
12 unless this is not feasible due to work demands. The employee may then request, and the department
13 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

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

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

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

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

26 **H.** Employees will note their comp time balances (as reflected either on their pay
27 stubs or in payroll) and submit requests for the use of comp time only when they have adequate leave
28 in their comp time bank to cover the request.

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

3 **Section 7.7. Voluntary Training:** Employees who request training on a voluntary basis will
4 not be paid for study time associated with said training, nor will overtime compensation be paid for
5 workdays that extend beyond the normal contractual workday if said workday is part of the normal
6 training schedule, provided, however, employees who are required to attend by the Department will
7 be paid their hourly base rate of pay for attending training plus any overtime, if applicable, pursuant
8 to the overtime provisions of this agreement. If an employee seeks professional development
9 opportunities under CLA Article 12, they must obtain advance approval for scheduling and time
10 away from work.

11 **Section 7.8. Executive Leave:** Employees who are both FLSA and contract overtime exempt
12 employees shall receive a minimum of five (5) days of Executive Leave, each calendar year,
13 consistent with King County policies, rules and procedures for the assignment and use of such leave.
14 This leave must be taken the year it was awarded, and may not be carried over from year to year.

15 **Section 7.9.** Overtime-eligible employees who receive work related calls at home on their off
16 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)
17 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

18 **ARTICLE 8: HOURS OF WORK**

19 **Section 8.1.** The working hours of the full-time classifications affected by this Agreement
20 shall be the equivalent of forty (40) hours per week.

21 **Section 8.2. Work Schedules:** The establishment of reasonable work schedules, work
22 locations and starting times is vested solely within the purview of department management and may
23 be changed from time to time provided a two (2) calendar week prior notice of change is given,
24 except in those circumstances over which the Department cannot exercise control. PROVIDED: the
25 required two (2) calendar week notification period shall not commence until the employee has
26 received verbal or written notification of the proposed change.

27 In the exercise of this prerogative, department management will establish schedules and/or
28 locations to meet the dictates of the work load, however, nothing contained herein will permit split

1 shifts.

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

6 Community Service Officers will be scheduled to work eight (8) hour days that include a paid
7 meal period.

8 For hourly employees receiving paid meal periods and/or intermittent rest periods, this
9 agreement specifically supersedes in total the State provisions regarding meal and rest periods for
10 Employees, and as such, these employees do not receive a designated meal or rest period. Hourly
11 employees receiving a paid meal period will not be entitled to meal and rest periods as provided by
12 State law.

13 **Section 8.3. Minimum Standards:** If any provision in this article shall conflict with the
14 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

15 **Section 8.4. Employee Requests:** Work schedules may be altered, upon written request of
16 the employee, to a flex schedule, a 4/10 schedule, or an alternative schedule mutually agreed upon by
17 the employee and management, for so long as the parties agree in writing.

18 **Section 8.5. Job Sharing:** If two employees in the same job classification and work site
19 wish to job share one (1) full-time position, they shall submit such a request in writing to their
20 immediate supervisor. The immediate supervisor shall submit such request to the Precinct
21 Commander, Division Chief, or Division Manager. The request shall be transmitted to the
22 Department Director or Sheriff/Director. The Department Director or Sheriff shall have ninety (90)
23 calendar days from the date the Department Director or Sheriff receives the request to review the
24 request and either approve or deny the request for job sharing. Employees who job share one full-
25 time position shall receive pro-rata benefits except medical benefits shall be granted on the same
26 basis as other half-time County employees. In the event that one of the job-sharing employees
27 terminates their employment (voluntarily or involuntarily), the County shall have the following
28 options:

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

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

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

5 **ARTICLE 9: MISCELLANEOUS**

6 **Section 9.1. Access to Premises:** The Employer administration shall afford Union
7 representatives a reasonable amount of time while on on-duty status to consult with appropriate
8 management officials and/or aggrieved employees, provided that the Union representative and/or
9 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
10 to be conducted, request necessary time without undue interference with assignment duties. Time
11 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
12 supervisor. Union representatives shall guard against use of excessive time in handling such
13 responsibilities.

14 **Section 9.2. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of
15 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
16 department expense, not to exceed \$150.00.

17 **Section 9.3. Mandatory Higher Education:** Employees who are required to obtain
18 additional formal education beyond that initially required for employment shall be allowed time off
19 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion
20 of management.

21 **Section 9.4. Essential/Mission Critical Personnel:** The Sheriff’s Office has reviewed its
22 policies with respect to employees considered essential/mission critical personnel, with the goal of
23 including as few non-commissioned employees as reasonably necessary to meet the needs of King
24 County and the Sheriff’s Office.

25 **Section 9.5. Professional Opportunities:** CLA Provisions in Article 18 regarding Job
26 Postings shall not apply to this bargaining unit. Bargaining unit employees may apply for other
27 professional opportunities within the KCSO. If after applicable Civil Service and County testing,
28 there is no bargaining unit employee within the top-scoring pool of applicants to be considered under

1 the County's application of the relevant Civil Service rules, then the highest scoring bargaining unit
2 employee on the civil service list shall be added to the pool of applicants eligible for consideration.
3 Should there be a tie for highest score in that situation, the most senior represented employee shall be
4 placed in the pool.

5 **Section 9.6. Lateral Transfers:** As outlined in the General Orders Manual (GOM), prior to
6 the initiation of any selection process to fill a vacant bargaining unit position, regular employees of
7 the bargaining unit, whose classification is the same as that of the vacant position, shall be given the
8 opportunity to submit an application for transfer to be considered for the vacant position.

9 **Section 9.7. Annual Performance Evaluations and Appeal:** If an employee challenges the
10 fairness or accuracy of their annual performance evaluation, the evaluation may be appealed by the
11 employee in writing within fourteen (14) calendar days of the employee's receipt of such evaluation.
12 It will then be discussed/reviewed between the supervisor and employee. If a suitable solution cannot
13 be reached, the employee may appeal to the Section Commander/Manager of the unit. The employee
14 may appeal the Commander/Manager's decision to the third step of the appeal process. At each step
15 of the process, the employee shall have fourteen (14) calendar days in which to appeal to the next
16 step in writing (from the date of receipt of the decision, or expiration of the timeframe). The
17 Supervisor and Commander/Manager review should result in a written determination within fourteen
18 (14) calendar of receiving the issue, or the employee may appeal to the next step.

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

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

27 Anyone involved in the review of the appeal may not sit on the panel. The employee shall be solely
28 responsible for presenting their perspective of the appraisal to the panel. The individual responsible

1 for evaluating the employee shall be solely responsible for presenting their perspective to the panel.

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

5 **Section 9.8. Appearing at Civil Service, PERC, and Arbitration Hearings:** Employees who
6 are directly involved with Civil Service, PERC, and Arbitration Hearings may be allowed to attend
7 without loss of pay provided prior permission is granted by the Employer or their designee.

8 **Section 9.9. Probationary Period:** All newly hired, reinstated, and promoted employees
9 must serve a probationary period as defined in RCW 41.14 and Civil Service Rules. To the extent
10 permitted by law, the probationary period shall be automatically extended for any absence from
11 work, or any period during which the employee cannot perform the essential functions of the job, that
12 extends longer than ten (10) work days. As the above specify that the probationary period is an
13 extension of the hiring process, the provisions of this Article will not apply to employees if they are
14 discharged during their initial probationary period, or are demoted during the promotional
15 probationary period for performance related issues. Grievances brought by probationary employees
16 involving issues other than discharge or demotion may be processed in accordance with this Article.

17 **ARTICLE 10: NON-DISCRIMINATION**

18 Pursuant to CLA Article 39 Equal Employment Opportunity.

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

22 Grievances under this Article and/or CLA Article 39 Equal Employment Opportunity may
23 proceed through Step 3 only and may not go to arbitration. The employee’s right to file a complaint
24 with an administrative agency under the appropriate County, State, or Federal law is not limited by
25 this Article and/or by CLA Article 39 Equal Employment Opportunity but such rights are subject to
26 the appropriate statutes of limitations contained in such laws.

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

28 **Section 11.1. No Work Stoppages:** The employer and the Union agree that the public

1 interest requires efficient and uninterrupted performance of all County services, and to this end
2 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
3 Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
4 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
5 interference with County functions by employees under this agreement and should same occur, the
6 Union agrees to take appropriate steps to end such interference. Any concerted action by any
7 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have
8 occurred.

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

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

- 17 1. Discharge.
- 18 2. Suspension or other disciplinary action as may be applicable to such employee.

19 **ARTICLE 12: WAIVER CLAUSE**

20 The parties acknowledge that each has had the unlimited right within the law and the
21 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
22 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
23 agreement. Therefore, the County and the Union, for the duration of this agreement, each agree to
24 waive the right to oblige the other party to bargain with respect to any subject or matter not
25 specifically referred to or covered by this Agreement.

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

1 **ARTICLE 13: REDUCTION-IN-FORCE**

2 **Section 13.1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall
3 be laid off according to inverse seniority within the classification, with the employee with the least
4 time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff
5 within the Department with the same classification seniority, the Department head will determine the
6 order of layoff based on employee performance, PROVIDED: no regular or probationary employee
7 shall be laid off while there are temporary employees serving in the class or position for which the
8 regular or probationary employee is eligible and available. Each employee will have an adjusted
9 service date based on their length of service within their classification and Department.

10 **Section 13.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
11 probationary employee may on the basis of classification seniority, bump the least senior employee in
12 any lower level position (within the department and bargaining unit) formerly held by the employee
13 designated for layoff, provided that the employee exercising their right to bump has more seniority in
14 the classification than the employee who is being bumped.

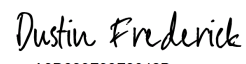
15 **Section 13.3. Re-Employment List:** The names of laid off employees will be placed in order
16 of layoff (with the employees with the most seniority as defined above placed at the top of the list) on
17 a Re-employment List for the classification previously occupied. The Re-employment List will
18 remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever
19 occurs first.

20 **ARTICLE 14: OFFICE OF LAW ENFORCEMENT OVERSIGHT**


21 **Section 14.1.** The parties have fully negotiated all bargaining obligations regarding King
22 County Ordinance 18500 and King County Code 2.75. The parties further agree that the Employer
23 has the right to create, develop, implement, or modify policies and procedures for the Office of Law
24 Enforcement consistent with County Ordinance 18500 and King County Code 2.75. The Union
25 agrees to adopt the OLEO language that is adopted by ordinance or determined by an arbitrator
26 pursuant to RCW 41.56.450 for the KCPOG Collective Bargaining Agreement.

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For the Union:

DocuSigned by:

A8D839F33F3042D...
Dustin N. Frederick
Business Manager
Public Safety Employees

For King County:

DocuSigned by:

EER7CAE1C6B24B0
Angela Marshall
Interim Deputy Director
Office of Labor Relations

ADDENDUM A - WAGES AND STEP PROGRESSION

Union Code: H9

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
2110200	211206	Accountant	52	1-2-3-4-5-6-7-8-9-10 *
4200100	421115	Administrative Office Assistant	29	1-2-3-4-5-6-7-8-9-10 *
4201100	421221	Administrative Specialist I	33	1-2-3-4-5-6-7-8-9-10 *
4201200	421328	Administrative Specialist II	37	1-2-3-4-5-6-7-8-9-10 *
4201300	421421	Administrative Specialist III	41	1-2-3-4-5-6-7-8-9-10 *
4201400	421514	Administrative Specialist IV	46	1-2-3-4-5-6-7-8-9-10 *
2810000	281111	Administrative Staff Assistant	48	1-2-3-4-5-6-7-8-9-10 *
2811100	286106	Business Analyst	63	1-2-3-4-5-6-7-8-9-10 *
2131100	214111	Business and Finance Officer I	53	1-2-3-4-5-6-7-8-9-10 *
2131200	214215	Business and Finance Officer II	58	1-2-3-4-5-6-7-8-9-10 *
2501100	252111	Communications Specialist I	51	1-2-3-4-5-6-7-8-9-10 *
2501200	252216	Communications Specialist II	54	1-2-3-4-5-6-7-8-9-10 *
2501300	252313	Communications Specialist III	58	1-2-3-4-5-6-7-8-9-10 *
5240100	524102	Community Liaison / Intervention Specialist	56	1-2-3-4-5-6-7-8-9-10 *
4300100	431210	Customer Service Specialist I	32	1-2-3-4-5-6-7-8-9-10 *
4300200	431314	Customer Service Specialist II	36	1-2-3-4-5-6-7-8-9-10 *
4300300	431410	Customer Service Specialist III	40	1-2-3-4-5-6-7-8-9-10 *
4300400	431506	Customer Service Specialist IV	45	1-2-3-4-5-6-7-8-9-10 *
2251200	226309	Educator Consultant II	58	1-2-3-4-5-6-7-8-9-10 *
4101100	411112	Fiscal Specialist I	34	1-2-3-4-5-6-7-8-9-10 *
4101200	411215	Fiscal Specialist II	38	1-2-3-4-5-6-7-8-9-10 *
4101300	411316	Fiscal Specialist III	42	1-2-3-4-5-6-7-8-9-10 *

1	2151100	207111	Payroll Specialist	44	1-2-3-4-5-6-7-8-9-10 *
2	7304100	733302	Functional Analyst I	54	1-2-3-4-5-6-7-8-9-10 *
3	7304200	733402	Functional Analyst II	57	1-2-3-4-5-6-7-8-9-10 *
4	2216300	225904	Grant Administrator	65	1-2-3-4-5-6-7-8-9-10 *
5	2311200	231206	Human Resource Analyst	57	1-2-3-4-5-6-7-8-9-10 *
6	2311100	231105	Human Resource Associate	51	1-2-3-4-5-6-7-8-9-10 *
7	4103100	414105	Revenue Processor	37	1-2-3-4-5-6-7-8-9-10 *
8	2243100	225306	Records Management Specialist	46	1-2-3-4-5-6-7-8-9-10 *
9	4220200	426229	SEP Associate II	30	1-2-3-4-5-6-7-8-9-10 *
10	4402100	441703	Sheriff's Records Specialist	40	1-2-3-4-5-6-7-8-9-10 *
11	5241100	524302	Community Service Officer	44	1-2-3-4-5-6 **
12	5230100	523602	Evidence Specialist	46	1-2-3-4-5-6 **
13	7222200	723505	Photographer	49	1-2-3-4-5-6 **
14	7222300	723605	Photographer - Lead	54	1-2-3-4-5-6 **
15	7222100	723403	Photographer Technician	44	1-2-3-4-5-6 **
16	5233100	523503	Polygraph Examiner	65	1-2-3-4-5-6 **
17	2441100	243113	Project/Program Manager I	53	1-2-3-4-5-6 **
18	2441200	243218	Project/Program Manager II	58	1-2-3-4-5-6 **
19	4110100	415203	Sheriff's Data Technician	46	1-2-3-4-5-6 **
20	6216100	623301	Victim Advocate	48	1-2-3-4-5-6 **
21	7321200	734810	Database Administrator - Journey	62	1-2-3-4-5-6-7-8-9-10 *
22	7319200	734207	Database Specialist - Journey	55	1-2-3-4-5-6-7-8-9-10 *
23	7319300	734307	Database Specialist - Senior	60	1-2-3-4-5-6-7-8-9-10 *
24	7319400	734407	Database Specialist - Master	65	1-2-3-4-5-6-7-8-9-10 *
25	7310200	731008	Desktop Support Specialist - Journey	51	1-2-3-4-5-6-7-8-9-10 *
26	7310300	731608	Desktop Support Specialist - Senior	56	1-2-3-4-5-6-7-8-9-10 *
27	7322200	735210	GIS Specialist - Journey	60	1-2-3-4-5-6-7-8-9-10 *
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1	7331100	736308	IT Project Manager I	67	1-2-3-4-5-6-7-8-9-10 *
2	7323200	735609	IT Systems Specialist - Journey	56	1-2-3-4-5-6-7-8-9-10 *
3	7323300	735709	IT Systems Specialist - Senior	61	1-2-3-4-5-6-7-8-9-10 *
4	7311200	731710	LAN Administrator - Journey	56	1-2-3-4-5-6-7-8-9-10 *
5	7311400	731910	LAN Administrator - Master	66	1-2-3-4-5-6-7-8-9-10 *
6	7311300	731811	LAN Administrator - Senior	61	1-2-3-4-5-6-7-8-9-10 *
7	7313400	732908	Systems Architect	72	1-2-3-4-5-6-7-8-9-10 *
8	7313200	732709	Systems Engineer - Journey	62	1-2-3-4-5-6-7-8-9-10 *
9	7313300	732808	Systems Engineer - Senior	67	1-2-3-4-5-6-7-8-9-10 *

* 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. Merit pay above top step is in accordance with the County’s Performance Appraisal and Merit Pay System Manual (Merit Plan), as amended.

2. Employees covered by this CBA who start at Step 1, shall advance from Step 1 to Step 2 upon completion of six (6) months of service regardless of the length of probation. Advancement to the next step after the 6 month step increase 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 until they have reached the top step of their range. The KCSO has the right to place employees on probation for a period of up to one (1) year.

3. Term-Limited Temporary Employees do not serve probation and shall automatically advance through the steps of their salary range in accordance with the King County Contingent Worker Manual, as amended. Term-limited temporary and temporary employees are employed at will and are not subject to the just cause requirement under the CLA. Short-term temporary employees are not eligible for step increases.

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

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

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ADDENDUM B

DEFINITIONS

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

1. Party:

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

2. Regular Full-Time Position:

“Regular Full-Time Position” means a regular position which has an established work schedule of not less than forty (40) hours per week in those work units in which a forty (40) hour week is standard.

3. Regular Part-Time Position:

“Regular Part-Time Position” means a regular position in which the part-time regular employee is employed for at least one thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which a forty hour work week is standard.

4. Temporary Position:

“Temporary Position” means a position which is not a regular position as defined in this Addendum and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this Addendum and short-term (normally less than six months) temporary positions in which a temporary employee works less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is standard.

5. Temporary Employee:

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

6. Term-Limited Temporary Position:

“Term-Limited Temporary Position” means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-

1 routine, substantial body of work, for a period greater than six months.

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

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

6 Term-limited temporary employees may not be employed in term-limited temporary positions
7 longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital
8 improvement projects, and information systems technology projects the maximum period may be
9 extended up to five years upon approval of the director. The director shall maintain a current list of
10 all term-limited temporary employees by department.

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ADDENDUM C
CLERICAL WORK AND KING COUNTY SHERIFF’S OFFICE
CONTRACT CITIES

The parties recognize that it is in their mutual best interest to maintain some flexibility in the assignment of work so that the contracting relationship continues to be a positive relationship for all parties.

The County agrees that PSEU represented employees shall continue to be the employees responsible for KCSO (police related) clerical work for the KCSO contract cities. Each contract city will be served by either a full time dedicated KCSO PSEU employee or a precinct-based pool of KCSO PSEU employees, based on the service model selected by the city under the terms of the inter-local agreement to perform such duties.

The Union agrees that a contract city that wishes to supplement the work that the Public Safety Employees Union-represented administrative support employees perform, by hiring city employees to assist with and perform clerical work, may do so.

ADDENDUM D
TRANSITION TO BIWEEKLY PAY

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

7 2. As provided for in the collective bargaining agreement, the County is entitled to implement
8 a biweekly payroll schedule for employees represented by the Union. The affected employees are
9 represented employees of the Public Safety Employees Union.

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

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

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

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

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

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

ADDENDUM E

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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

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

27 **3. The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief
28 appointed by the Sheriff and one union representative from the bargaining unit representing the

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

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

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

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

ADDENDUM F

SICK LEAVE AND OVERTIME

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

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

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

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

5/2 – 5/3 WORK SCHEDULE IN DATA UNIT

Facts:

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

Article 8, Section 4 of the PSEU Non Commissioned Professional Employees collective bargaining agreement (CBA) provides for agreements with respect to “alternative work schedules” “mutually agreed to” by the employee and management, “for so long as the parties agree, in writing”. This Agreement is consistent with this provision.

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

1. Management will clearly outline the hours the employee is expected to work.
2. The alternative work schedule must not increase the need for overtime, and employee availability to work overtime must not be reduced.
3. Vacation and sick leave shall be used on an hour for hour basis.
4. Overtime continues to be paid after forty (40) hours in a week, consistent with the terms of the current CBA.
5. The employer may cancel the alternative work schedule arrangement and revert back to the traditional 5/2 schedule for any reason with thirty (30) calendar days written notice to the affected employee. The decision to take an employee off the alternative work schedule and put them back on a 5/2 schedule may not be grieved under CLA Article 26 Grievance Procedure.

1 **6.** The following terms apply to the experimental 5/2 5/3 schedule in the KCSO Data Unit:

2 **a.** KCSO will put together a schedule consistent with the numbers outlined in Facts
3 above.

4 **b.** Holidays: The current CLA Article 10 and Appendix Article 4 will apply to
5 employees working a 5/2 5/3 schedule.

6 This Agreement is not intended to supplement Article 8, section 4 of the current CBA. It does
7 not replace any provision of the current CBA.

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