King County

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 22, 2017

Ordinance 18518

Proposed No. 2017-0001.1 **Sponsors** Gossett

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Public Safety Employees Union (Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office) representing employees in the King County sheriff's office; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated by and between King County and Public Safety Employees Union (Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office) representing employees in the King County sheriff's office, which is Attachment A to this ordinance, is hereby approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from

15 January 1, 2016, through and including December 31, 2016.

16

Ordinance 18518 was introduced on 5/8/2017 and passed by the Metropolitan King County Council on 5/22/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

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KING COUNTY COUNCIL

ATTEST:

Melani Pedroza, Acting Clerk of the Council

APPROVED this 25th day of May, 2017.

Dow Constantine, County Executive

Attachments: A. Public Safety Employees Union Non-Commissioned Professional Employees Supervisory at the King County Sheriff's Office

ATTACHMENT A

PUBLIC SAFETY EMPLOYEES UNION
NON-COMMISSIONED PROFESSIONAL EMPLOYEES
SUPERVISORY
AT THE KING COUNTY
SHERIFF'S OFFICE

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PUBLIC SAFETY EMPLOYEES UNION
NON-COMMISSIONED PROFESSIONAL EMPLOYEES
SUPERVISORY
AT THE KING COUNTY
SHERIFF'S OFFICE

These articles constitute an agreement between King County and Public Safety Employees Union, the terms of which have been negotiated in good faith, between King County and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County Council recognizes the signatory organization as representing those regular full-time and regular part-time career service, civil service and probationary employees whose job classifications are listed in attached Addendum A (Wage Rates). The County also recognizes the signatory organization as representing those temporary and term-limited temporary employees (as opposed to regular employees) whose job classifications are listed in attached Addendum A (Wage Rates), and who meet Washington State Public Employment Relations Commission's definition of "employee".

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

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

Section 2. ***Union Security:*** It shall be a condition of employment that all regular full-time, regular part-time, temporary and term-limited temporary employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law.

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

Provided, however, employees who hold genuine religious beliefs or tenets which object to membership in the Union, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Union cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for such exemption.

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

Section 3. ***Dues Deduction:*** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the signatory organization and shall transmit the same to the treasurer of the signatory organization.

The signatory organization will indemnify, defend, and hold the County harmless against any

claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

Section 4. ***Union Membership - Informational Form:*** The County will require all new employees, hired in a position included in the bargaining unit to sign a form (in triplicate), which will inform them of the union's exclusive recognition.

Section 5. ***Bargaining Unit Roster:*** The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department and salary.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

D. assigning and directing the work force;

E. developing and modifying class specifications;

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

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

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

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

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

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

N. Requiring employees to serve a period of probation that does not exceed one year.

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

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

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

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

R. Performance Review: Consistent with the authority retained in Article 3, Section B supra,

King County has the right to develop and implement a performance evaluation system consistent with King County Sheriff's Office policies and procedures.

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

ARTICLE 4: HOLIDAYS

The County shall continue to observe the following paid holidays:

COMMONLY CALLED:	DATE OF OBSERVANCE:
New Year's Day	First day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	Twenty-fifth day of December

Section 1. ***Date of Observance:*** All holidays shall be observed in accordance with RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day per week operation shall observe the following four (4) holidays on the specific dates listed below. Examples of the twenty-four hour operations are: Automated Fingerprint Identification System (AFIS) division of the Sheriff's Office. For these specific named 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
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-fifth of December

Section 2. ***If Holiday falls on furlough:*** If a holiday (as defined in Section 1) falls on an eligible employee's furlough day, the employee is entitled to either schedule a day off some other time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

Section 3. ***Overtime Payment:*** All employees shall take holidays on the day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall be paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in addition to the regular holiday pay.

Section 4. ***Floating Holiday:*** Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be granted in the pay-period that includes the first of October and one (1) day shall be granted in the pay-period that includes the first of November of each year. These days can be used in the same manner as any vacation day earned.

Section 5. ***Holiday Pay Eligibility:*** An employee must be in a pay status the day prior to and the day following a holiday to be eligible for holiday pay.

Section 6. ***Pro-Rata Benefits:*** Regular part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.

ARTICLE 5: VACATIONS

Section 1. ***Accrual - 40 Hour Employees:*** Regular full-time employees working 40 hours per week, shall receive vacation benefits as indicated in the following table:

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

Section 1.a. ***Accrual - 35 Hour Employees:*** Regular employees working less than 40 hours per week shall receive prorated vacation benefits.

Section 2. ***Monthly Accrual - Vacation Holidays and Sick Leave:*** Employees with one or more continuous years of service shall accrue vacation benefits monthly pursuant to King County policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

Employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they actually work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

Section 3. ***Regular Part Time Employees:*** Vacation benefits for regular, part-time employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work year. For example: If a regular, part-time employee normally works four hours per day in a department that normally works eight hours per day, then the part-time employee would be granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years service.

Section 4. ***No County Employment While on Vacation:*** No person shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.

Section 5. ***Leave Increments:*** For overtime eligible employees, vacation, sick leave and unpaid leave may be used in one-fourth (1/4) hour increments only at the discretion of the department director or his/her appointed designee.

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

Section 7. ***Payment Upon Death of Employee:*** In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided by RCW, Title 11.

Section 8. ***Excess Vacation:*** All employees may continue to accrue additional vacation beyond the maximum specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein, (480 hours for a 40 hour per week

employee), consistent with Section 6 above. Employees must use vacation leave in excess of the maximum accrual amount on or before the last day of the pay period that includes December 31st of each year.

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

Section 10. ***Vacation Donation:*** Employees may donate accrued vacation hours to other eligible King County Employees consistent with King County policy and ordinances.

Section 11. ***Inclement Weather:*** In situations involving "unusual occurrences" and/or inclement weather the standard KCSO policy will be adhered to except that employees who cannot come to work due to the "unusual occurrence," and/or weather conditions will be allowed to use compensatory time, vacation time, or leave without pay to cover such absences.

ARTICLE 6: SICK LEAVE

Section 1. ***Accrual:*** Regular full-time employees, and regular part-time employees who receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.

Section 2. ***Sick Leave Extension:*** After the first six months of full-time service, a regular employee may, at the division manager's discretion, be permitted to use up to five days of vacation as an essential extension of used sick leave. An employee may use vacation leave for sick leave for a Washington Family Care qualifying event. If an employee does not work a full twelve months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

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

Section 4. ***No Sick Leave Limit:*** There shall be no limit to the hours of sick leave benefits

accrued by an employee.

Section 5. ***Verification of Illness:*** Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed healthcare provider may be required for any requested sick leave absence.

Section 6. ***Separation from Employment:*** Separation from County employment except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the County within two years, accrued sick leave shall be restored.

Section 7. ***Pregnancy Disability:*** Accrued sick leave may be used for absence due to temporary disability caused by pregnancy.

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

Section 9. ***Sick Leave Cashout:*** Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who leave the County's employment in good standing after twenty-five (25) years or more or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

Section 10. ***Maximum Compensation:*** Employees injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the employee. Provided that employees who qualify for workers' compensation may receive payments equal to net regular pay.

Section 11. ***Uses of Sick Leave:*** Employees are eligible for payment on account of illness for the following reasons:

A. Employee illness;

B. Employee disability due to pregnancy or childbirth;

C. Employee exposure to contagious diseases and resulting quarantine;

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

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

F. As required under state or federal law;

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

Section 12. ***Family Care and Bereavement Leave:***

A. Regular, full-time employees shall be entitled to three (3) working days (24 hours) of bereavement leave per occurrence due to the death of members of their immediate family.

B. Regular, full-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of five (5) days (up to 40 hours) for each instance when death occurs to a member of the employee's immediate family.

C. Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Appendix C. This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

D. In cases of family care where no sick leave benefit is authorized or exists, the employee may be granted leave without pay, consistent with the terms of King County's FMLA Ordinance, No. 13377, King County Code 3.12.220.

E. In the application of any of the foregoing provisions, holidays or regular days off falling within the prescribed period of absence shall not be charged against accrued sick leave.

Section 13. ***Sick Leave Incentive:*** In January of each calendar year, employee sick leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited to their vacation account. Employees who have used more than sixteen (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

Section 14. ***Prescribed Period of Absence:*** Holidays or regular days off falling within the

prescribed period of absence will not be charged against accrued sick leave.

ARTICLE 7: WAGE RATES

Section 1. ***Rates of Pay:*** Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

Section 2. Effective January 1, 2016 all wage rates in effect for the classifications listed in Addendum A received a cost of living increase of 2.25% in accordance with the King County and Union Coalition "Total Compensation" Memorandum of Agreement, Document Code: 000U0414_TotalComp_2015-2016.

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

Section 4. ***Salary on Promotions:*** Any employee who is promoted to a higher classification shall receive the beginning step for the higher classification or the next higher salary step as would constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

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

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

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

administration costs and demands.

A. Translation

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

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

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

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

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

1) A prescheduled witness interview, or;

2) The translation of a legal document or a written witness statement into either English or another language.

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

1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking citizen who walks in off the street;

2) The same receptionist or another employee giving directions over the phone in a language other than English.

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

B. Budgetary Savings

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

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

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

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

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

C. Education

The department will pay to qualified employees a premium of thirty to fifty dollars ($30 to $50) per month (see below), provided that the employee has obtained an A.A., B.A. or M.A. degree from any accredited state college. As with Section A (Translation) such premiums will not be paid if the degree constitutes a minimum requirement of the position.

Associate's Degree	(2 year Degree)	$30 month premium
Bachelor's Degree	(4 year Degree)	$40 month premium
Master's Degree		$50 month premium

This section is subject to the grievance procedure.

Section 6. ***Longevity Pay:*** Employees working in job classifications in the King County Sheriff's Office, who were receiving longevity pay prior to the date of ratification of this contract by the King County Council, shall continue to receive longevity pay, including future longevity step increases, provided that they have not reached the top longevity step of twelve years ($82.25), so long as they continue to work in a job classification which was eligible for longevity pay. Those employees who were hired prior to December 14, 1992 and who are working in job classifications in the King County Sheriff's Office which would have been eligible for longevity pay shall receive longevity pay at such time as they would have become eligible for such pay, so long as they remain in a job classification which was eligible for longevity under the previous collective bargaining agreement that expired on December 31, 1994.

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

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

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

Section 7. ***Shift Differentials:*** The value of the shift differential has been rolled over into the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive shift differential as a separate premium.

Section 8. ***Reinstated Employees:***

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

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

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

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

Section 9. The parties have bargained King County's 2005 proposed changes to the King County Personnel Guidelines through coalition bargaining. The results of said bargaining are hereby incorporated into this Agreement.

Section 10. Job Classification Review and Reopener. The parties agree that the positions covered under this Agreement shall be reviewed to determine if a more specialized job classification would more accurately describe the duties assigned, given the unique requirements of their positions. Within forty-five (45) days following implementation of this Agreement, the parties will meet to agree upon a process to follow for the study. Upon completion of the classification study, the parties will meet to negotiate wages for any job classification that may be developed as a result.

Section 11. King County Sheriff's Office AFIS employees: Employees assigned to the KCSO AFIS unit in the Technical Services Division are eligible to receive the following premium pays upon written certification by the International Association for Identification (IAI) in the following areas, provided:

A. The employee must submit a request to test using the process proscribed by KCSO.

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

C. The employee may receive only the highest premium for which he/she qualifies.

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

AFIS Certificates	
Ten Print Certification	$40 per month
Latent Print Certification	$50 per month

ARTICLE 8: OVERTIME

Section 1. ***Overtime:***

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

Hours Per Day	Hours Per Week
8.0	40
7.5	37.5
7.0	35

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

Section 2. ***Callouts:*** A callout is defined as an unexpected, unscheduled order to return to work after the employee has left the facility. Work scheduled in advance shall not be subject to the provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall be allowed at overtime rates.

A. Court Overtime Callouts: A minimum of two (2) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees subpoenaed to court while on furlough or vacation.

B. Training: In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two (2) hour minimum callout will be paid.

Section 3. ***Overtime Authorization:*** All overtime shall be authorized by the Department

Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew.

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

Section 5. ***Compensatory Time:*** In lieu of overtime pay, an employee may request, in writing, prior to working the overtime, compensatory time at the rate of time and one half for each hour of overtime that was worked, provided: all comp time must be authorized by Department management. If denied, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with comp time rather than overtime pay is within the discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

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

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

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

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

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

E. Employees will note their comp time balances (as reflected either on their pay stubs or in payroll) and submit requests for the use of comp time only when they have adequate leave

in their comp time bank to cover the request.

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

Section 6. ***Voluntary Training:*** Employees who request training on a voluntary basis will not be paid for study time associated with said training, nor will overtime compensation be paid for workdays that extend beyond the normal contractual workday if said workday is part of the normal training schedule, provided, however, employees who are required to attend by the Department will be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the overtime provisions of this agreement.

Section 7. ***Executive Leave*:** Employees who are both FLSA and contract overtime exempt employees shall receive a minimum of five (5) days of Executive Leave, each calendar year, consistent with King County policies, rules and procedures for the assignment and use of such leave. This leave must be taken the year it was awarded, and may not be carried over from year to year.

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

Section 9. ***KCSO Remote call out:*** When a KCSO computer-related problem requires an overtime-eligible employee who is the "on call" person in the Computer Resource Unit (CRU) to log on to a computer from somewhere other than a King County work site, (including but not limited to home, car, restaurant, etc.) the employee will receive a minimum two (2) hours of pay (this will be at the overtime rate as long as it qualifies as overtime under the overtime provisions of the collective bargaining agreement) for all time on the computer for eight (8) minutes or more. All work performed during that two (2) hours is included in that two-hour minimum, regardless of the number of calls.

If the employee is unable to resolve the problem via "remote call out" on his or her computer, and it is necessary to report to the work site, the employee will be paid pursuant to Article 8 Section 2 ("Callouts"). Though the parties acknowledge that the commute time to the work site - whether responding to a "call out" or not - is not work time and thus non compensable under state and federal

minimum wage laws, the parties agree to pay employees for this commute time - pursuant to the collective bargaining process - under the following limited circumstances: When Computer Resource Unit employees who are formally placed on the "on call" rotation pursuant to Sheriff's Office CRU "on call" policies and are required to respond to the work site in person to resolve or assist with a computer related issue while "on call," such employee will be paid for his or her commute time to and from the work site ("portal to portal").

ARTICLE 9: HOURS OF WORK

Section 1. The working hours of the full-time classifications affected by this Agreement shall be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

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

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

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

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

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

Section 5. ***Job Sharing:*** If two employees in the same job classification and work site wish to job share one full-time position, they shall submit such a request in writing to their immediate

supervisor. The immediate supervisor shall submit such request to the Precinct Commander, Division Chief, or Division Manager. The request shall be transmitted to the Department Director or Sheriff/Director. The Department Director or Sheriff shall have ninety (90) days from the date he/she receives the request to review the request and either approve or deny the request for job sharing. Employees who job share one full-time position shall receive pro-rata benefits except medical benefits shall be granted on the same basis as other half-time County employees. In the event that one of the job-sharing employees terminates his/her employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

King County presently participates in group medical, dental and life insurance programs. The County agrees to maintain a plan during the term of this Agreement, provided that the Union and County agree that the County may implement changes to employee insurance benefits to which the Joint Labor Management Insurance Committee has agreed.

ARTICLE 11: MISCELLANEOUS

Section 1. ***Leave of Absence for Union Employment:*** An employee elected or appointed to office in a local of the signatory organization which requires a part or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

Section 2. ***Mileage Reimbursement:*** All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the County Council by ordinance.

Section 3. ***Civil Service Hearings:*** Employees who are directly involved with proceedings before the Civil Service Commission may be allowed to attend without loss of pay provided prior permission is granted by the Employer or his/her designee.

Section 4. ***Access to Premises:*** The Employer administration shall afford Union

representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall guard against use of excessive time in handling such responsibilities.

Section 5. ***Loss of Personal Effects:*** Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at department expense, not to exceed $150.00.

Section 6. ***Mandatory Higher Education:*** Employees who are required to obtain additional formal education beyond that initially required for employment shall be allowed time off from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion of management.

Section 7. ***Jury Duty:*** An employee required by law to serve on jury duty shall continue to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of time necessary for such assignment. If they have four hours or more left on their shift at the completion of the jury duty assignment for the day, they shall report to their work location and complete the day shift. Once the employee is released for the day, or more than one day, then he/she is required to contact the supervisor who will determine if he/she is required to report for duty, provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m. he/she shall not be required to report for work on that particular day.

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

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

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

Section 8. ***Bus passes:*** Eligible bargaining unit employees may receive bus passes as provided by County ordinance, policies, and procedures.

Section 9. ***Essential Personnel:*** The Sheriff's Office has reviewed its policies with respect to employees considered essential personnel, with the goal of including as few non-commissioned employees as reasonably necessary to meet the needs of King County and the Sheriff's Office.

Section 10. ***Promotional Opportunities:*** Bargaining unit members may apply for promotional opportunities within the KCSO. If after applicable Civil Service and County testing, there is no bargaining unit member within the top-scoring pool of applicants to be considered under the County's application of the relevant Civil Service rules, then the highest scoring bargaining unit member shall be added to the pool of applicants eligible for consideration. Should there be a tie for highest score in that situation, the most senior member shall be placed in the pool.

Section 11. ***Lateral Transfers:*** As outlined in the General Orders Manual (GOM), prior to the initiation of any selection process to fill a vacant bargaining unit position, regular employees of the bargaining unit, whose classification is the same as that of the vacant position, shall be given the opportunity to submit an application for transfer to be considered for the vacant position.

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

Commander/Manager review should result in a written determination within ten (10) days of receiving the issue, or the employee may appeal to the next step.

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

See Appendix I.

ARTICLE 12: GRIEVANCE PROCEDURE

King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

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

Section 1. ***Definition:*** Grievance - An issue raised by a party to this Agreement relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance procedure outlined in this Agreement.

Procedure

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

The grievance must:

A. fully describe the alleged violation and how the employee was adversely affected;

B. set forth the section(s) of the Agreement which have been allegedly violated; and

C. specify the remedy or solution being sought by the employee filing the grievance.

The supervisor or administrator shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within three working days. If a grievance is not pursued to the next level within three working days, it shall be presumed resolved.

Step 2 - Division Manager: If, after thorough discussion with the immediate supervisor or administrator, the grievance has not been satisfactorily resolved, the Union shall present the grievance to the appropriate manager for investigation, discussion and written reply. The appropriate manager shall be defined as follows: Sheriff's Office - Section Commander. The manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

Step 3 - Department Director: If, after thorough evaluation, the decision of the manager has not resolved the grievance to the satisfaction of the employee, the Union may present the grievance to the department director. All letters, memoranda and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the department director. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within ten working days. If the grievance is not pursued to the next higher level within five working days, it shall be presumed resolved.

Step 4 - Director of Labor Relations: If, after thorough evaluation, the decision of the department director has not resolved the grievance, the grievance may be presented to a committee comprised of: one representative from the Union, one representative from the Department, and the Director of Labor Relations/designee who shall also act as Chair. The Union representative and/or the Department representative may be subject to challenge for cause.

This committee shall convene a hearing for the purpose of resolving the grievance. Both parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair fails to render a decision within 15 days the Union may proceed to Step 5 of this grievance procedure (except verbal or written reprimands, which may not be appealed to Step 5). The proceedings shall be informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are those who do not work for King County or for the Union. Rules of evidence do not apply. The purpose

shall be to determine the validity of the grievance and render a decision appropriate to that determination.

By mutual agreement, the parties may call in a mediator in place of the grievance panel and the Director of Labor Relations/designee and the Sheriff/designee to attempt to resolve the dispute. The parties shall jointly select the mediator who will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good faith mediation and nothing the mediator says shall be admissible in an arbitration.

By mutual agreement the parties may either waive this Step (in writing) or by mutual agreement the Director of Labor Relations/designee may do a review of the file and the union's arguments and issue a prompt written decision.

All employer grievances shall be initiated at Step 4 of this procedure.

Step 5 - Arbitration: Either the County or the Union may request arbitration within thirty (30) days of the issuance of the Step 4 decision, and the party requesting arbitration must at that time specify the exact question which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, or by another agency if the parties mutually agree. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until one name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

representation fees.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

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

Section 3. ***Just Cause/Progressive Discipline:*** No employee may be discharged, suspended without pay, or disciplined in any way except for just cause. In addition, the County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective, rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary action that do not require corrective action.

Written reprimands may not be used for purposes of progressive discipline once three (3) years have passed from the date the reprimand was issued, and the employer has documented no similar problems with the employee during this three (3) year time period. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or termination of the employee, the grievance procedure will begin at Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will begin at the next appropriate step.

Section 4. ***Probationary Period:*** All new, and reinstated civil service employees serve a probationary period of up to one (1) year from the date of their appointment. During this period, the employee is evaluated as a part of the final selection process; appointment to a Civil Service or Career Service position is not considered final unless the employee successfully completes a probationary period.

Civil Service employees who are promoted or demoted serve a probationary period from the date of their change in status. The probationary rules relating to such period are covered by King County Civil Service Rules.

Section 5. ***Union Concurrence:*** Inasmuch as this is an agreement between the County and the Union, no individual may, without Union concurrence, make use of the provisions of this Article.

ARTICLE 13: BULLETIN BOARDS

The employer agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material. Authorized representatives of PSEU may use the County's e-mail system for legitimate, legal communication in furtherance of good labor relations, as long as such communication is consistent with King County rules, regulations and policy, as well as PERC rules.

ARTICLE 14: NON-DISCRIMINATION

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

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

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

ARTICLE 15: SAVINGS CLAUSE

Should any part of this collective bargaining agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provision affected. The remaining

parts or provisions shall remain in full force and effect.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

Section 2. ***Union Responsibilities:*** Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the signatory organization shall publicly order such signatory organization employees to cease engaging in such a work stoppage.

Section 3. ***Disciplinary Action:*** Any employee who commits any act prohibited in this article will be subject to the following action or penalties:

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

ARTICLE 17: WAIVER CLAUSE

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

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

ARTICLE 18: REDUCTION-IN-FORCE

Section 1. ***Layoff Procedure:*** Employees laid off as a result of a reduction in force shall be laid off according to inverse seniority within the classification, with the employee with the least time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff within the Department with the same classification seniority, the Department head will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are temporary employees serving in the class or position for which the regular or probationary employee is eligible and available. Each employee will have an adjusted service date based on their length of service within their classification and Department.

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

Section 3. ***Re- Employment List:*** The names of laid off employees will be placed in order of layoff (with the employees with the most seniority as defined above placed at the top of the list) on a Re-employment List for the classification previously occupied. The Re-employment List will remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs first.

ARTICLE 19: OFFICE OF LAW ENFORCEMENT OVERSIGHT

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

Section 1. The OLEO will actively monitor all Sheriff's Office internal investigations. In addition, OLEO may monitor any incidents involving an officer's use of force, and Critical Incidents.

Critical Incidents include the use of deadly force, officer-involved shootings, uses of force (including intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization, and in-custody deaths.

Periodically, the King County Council may certify an issue outside the scope of authority outlined above. The Council may certify such issue by majority vote if events or facts highlight the issue as one of concern to the public.

Section 2. The OLEO may receive complaints from any complaining party, including, without limitation, citizens or employees of the Sheriff's Office. The OLEO will forward all complaints to the Internal Investigations Unit (IIU) within three business days for processing and, when appropriate, investigation. The OLEO will not conduct independent disciplinary investigations, but may participate in interviews as provided herein.

Section 3. OLEO staff shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the Administrative investigation team. OLEO staff shall be stationed at the Command Post and interact with the Administrative team as liaison with the CID. After the initial investigation is complete and scene secured, a representative from the CID will escort the OLEO representative through the scene.

Section 4. OLEO staff shall have the opportunity to attend shooting review or use of force review boards as a non-voting member. If a driving review board involves a Critical Incident, OLEO staff may attend such review boards as a non-voting member.

Section 5. In addition to complaints received by the OLEO, IIU will provide copies of all other complaints to the OLEO within three business days. Once the case is closed, the OLEO will return all case file materials and any other records to IIU for retention, including copies. The OLEO will have subsequent access to closed cases for up to two years solely for reporting purpose, unless there is a legitimate business necessity to review older files.

Section 6. The OLEO will have the opportunity to make a recommendation for mediation to the Sheriff, prior to investigation. In the event the Sheriff's Office, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be

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

Section 7. Once any complaint is received by the IIU, it shall be submitted to the chain of command for review pursuant to the King County General Orders Manual Policy. When either the Sheriff or her/his designee determines that the allegations warrant investigation, such investigation shall be approved, and IIU will initiate the investigative process.

Section 8. IIU will notify the OLEO of all administrative interviews on all complaints of a serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints originating at the OLEO. A single OLEO representative from the OLEO may attend and observe interviews, and will be given the opportunity to ask questions that are within the scope of permissible investigative questioning after the completion of questioning by the Sheriff's Office. The OLEO will not participate in criminal investigations of Sheriff's Office employees in any way, and will not be notified of any part of the criminal investigation until the criminal investigation is concluded. At that point, the file shall be provided to the OLEO.

Section 9. Upon completion of internal investigations, IIU will forward a complete copy of the case file to the OLEO for review. The OLEO will determine, in writing, whether the investigation was thorough and objective in the opinion of the Director of the OLEO.

Section 10. As a part of the review process, the Director of the OLEO may believe that additional investigation is needed on issues he/she deems material to the outcome. If there is any dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the requested additional investigation, the IIU Commander will determine whether additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director

of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the King County Executive, whose decision will be final. Once the matter has been referred to and resolved by the Executive, the investigation will be completed consistent with the determination by the Executive. After completion of the additional investigation, or the conclusion that no further investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the Director of the OLEO, the internal investigation was thorough and objective. This determination will be made within five (5) business days. Once the above finding is entered in the investigation, the OLEO will not be involved further in the processing of that case except as provided herein.

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

Section 12. The OLEO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or the Notice of Finding in the event that the complaint is not sustained.

Section 13. The OLEO will be notified by IIU within five (5) business days of case closure of all complaints of a Serious Matter and all complaints originally filed with the OLEO. The OLEO, in addition to the Sheriff's Office's written Notice of Finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings within the context of this Article.

Section 14. Any complaining party who is not satisfied with the findings of the Sheriff's Office concerning their complaint may contact the OLEO to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be subject to discipline twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the County in any subsequent challenge to the discipline.

Section 15. In addition to the investigative process, the OLEO will have unimpeded access to all complaint and investigative files for auditing and reporting purposes. The OLEO shall not retain investigative files beyond one year and will return the same to IIU for safekeeping. At all times and including, without limitation, issuing written reports, no employee of the OLEO will release the

name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OLEO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Sheriff in specific cases.

Section 16. The OLEO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in Sheriff's Office policies to improve the quality of police investigations and practices. Nothing herein shall be construed as a waiver of the Bargaining Unit's right to require the County to engage in collective bargaining as authorized by law.

ARTICLE 20: DURATION

This Agreement shall be effective from January 1, 2016 after ratification by both parties, and remain effective through December 31, 2016. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely October 31, 2016.

APPROVED this 19th day of December, 2016.

By: _____
King County Executive

King County Sheriff's Office:

_____
John Urquhart
Sheriff
King County Sheriff's Office

Public Safety Employees Union:

_____ 11/7/16
Dustin N. Fredrick

APPENDIX A

STEP PROGRESSION

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

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

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

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

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

7. 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.

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

APPENDIX B

DEFINITIONS

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

1. Immediate Family:

"Immediate Family" as defined in King County's Family and Medical Leave Ordinance # 13377, means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner.

2. Party:

One of two parties to this collective bargaining agreement, King County or Public Safety Employees Union.

3. Human Resources Division Directory:

"Human Resources Division Director" means the Director of the Human Resources Division of the Department of Executive Services.

4. Regular Full-Time Position:

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

5. Regular Part-Time Position:

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

6. 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 nine hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35) hour work week is standard or 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. Where the standard work week falls between thirty-five (35) and forty (40) hours, the Director, in consultation with the department, is responsible for determining what hour threshold will apply.

7. 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.

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

9. Term-Limited Temporary Employee:

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

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

APPENDIX C

FAMILY MEDICAL LEAVE

King County Code

3.12.220 - 3.12.223 PERSONNEL

3.12.220 Sick leave and time off for medical and family reasons:

A. Except for employees covered by K.C.C. 3.12.220G, employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. Employees may use vacation leave as an extension of sick leave for a Washington Family Care Act qualifying event. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.

C. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the appointing authority.

D. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

E. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for nondisciplinary medical reason or be laid off, and return to county employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in term-limited temporary position.

F. Except employees covered by K.C.C. 3.12.220G, employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused,

accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings. This provision is predicated on the requirement that, except with the written approval of the executive, the position, if vacated by a non-represented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout.

G. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for disability retirement under RCW 41.26.120.

H. An employee must use all of his or her accrued sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority. Sick leave shall be used for the following reasons:

1. The employee's bona fide illness, but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

2. The employee's incapacitating injury, but:

a. an employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

b. an employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the safety and workers' compensation program office in writing at the beginning of the leave;

c. an employee may not collect sick leave and workers' compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the county;

3. The employee's exposure to contagious diseases and resulting quarantine;

4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;

5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;

6. To care for the employee's child as defined in this chapter if the child has an illness or health condition which requires treatment or supervision from the employee; or

7. To care for other family members, if:

a. the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five--hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;

b. the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

c. the reason for the leave is one of the following:

(1) the birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;

(2) the care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

(3) care of a family member who suffers from a serious health condition.

I. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in K.C.C. 3.12.220H.6 and K.C.C. 3.12.220H.7, combined, within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority;

2. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or a family member of the employee; and

3. If an employee requests intermittent leave or leave on a reduced leave schedule under K.C.C. 3.12.220I.2 that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

J. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

K. The county shall continue its contribution toward health care benefits during any unpaid leave taken under K.C.C. 3.12.220I.

L. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

M. An employee who returns from unpaid family or medical leave within the time provided in this ordinance section is entitled, subject to bona fide layoff provisions, to:

1.a. the same position he or she held when the leave commenced; or

b. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

2. The same seniority accrued before the date on which the leave commenced.

N. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from county service. (Ord. 13377 § 3, 1998: Ord. 12943 § 7, 1997: Ord. 12422 § 2, 1996: Ord. 12014 § 21, 1995).

APPENDIX D
OUT-OF-CLASS WORK

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

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

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

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

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

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

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

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

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

APPENDIX E

TRANSITION TO BIWEEKLY PAY

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

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

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

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

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

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

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

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

APPENDIX F

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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

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

3. **The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one union representative from the bargaining unit representing the employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board the facts relating to the complaint. If the Board finds that the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as

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

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

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

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

APPENDIX G

SICK LEAVE AND OVERTIME

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

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

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

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

APPENDIX H

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 including the ten (10) legal holidays and two (2) personal holidays into 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 9, Section 4 of the PSEU Non-Commissioned Professional Employees - Supervisory 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 him/her back on a 5/2 schedule may not be grieved under Article 12 Grievance Procedure of the applicable CBA.

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

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

b. Holidays: The current CBA Article 4, sections 2 and 4, will not be applied to employees working a 5/2 5/3 schedule. The ten (10) legal holidays and two (2) floating holidays are included in the total number of furlough days of the 5/ 2 5/3 schedule and thus the current contractual provisions relating to holidays that fall on furlough and floating holidays do not apply. Holiday leave shall be applied to the employees working the 5/2 5/3 schedules in the following manner:

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

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

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

APPENDIX I

PERFORMANCE EVALUATION APPEAL PROCEDURES

The employee must specifically point out to the panel which parts of the evaluation are being appealed. A copy of the evaluation and identification of the specific portions of the evaluation that are the subject of the appeal shall be provided via email to panel members in advance of the hearing, as agreed by the panel. Additional documentation may be provided by the reviewer or appellant for the panel's consideration, and should be provided in advance of the hearing if possible. Anyone involved in the review of the appeal may not sit on the panel. The employee shall be solely responsible for presenting his/her perspective of the appraisal to the panel. The individual responsible for evaluating the employee shall be solely responsible for presenting his/her perspective to the panel.

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

cba Code: 464

Union Code: H11

18518

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

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

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	*Step 1, for 6 months*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
2810200	281318	Administrator II	56	Range 56, Step 1	Range 56, Step 2	Range 56, Step 3	Range 56, Step 4	Range 56, Step 5	Range 56, Step 6	Range 56, Step 7	Range 56, Step 8	Range 56, Step 9	Range 56, Step 10
2131300	214315	Business and Finance Officer III	62	Range 62, Step 1	Range 62, Step 2	Range 62, Step 3	Range 62, Step 4	Range 62, Step 5	Range 62, Step 6	Range 62, Step 7	Range 62, Step 8	Range 62, Step 9	Range 62, Step 10
2131400	214416	Business and Finance Officer IV	67	Range 67, Step 1	Range 67, Step 2	Range 67, Step 3	Range 67, Step 4	Range 67, Step 5	Range 67, Step 6	Range 67, Step 7	Range 67, Step 8	Range 67, Step 9	Range 67, Step 10
2504100	251201	Communications Operations Manager	69*	Range 66, Step 1	Range 66, Step 2	Range 66, Step 3	Range 66, Step 4	Range 66, Step 5	Range 66, Step 6	Range 66, Step 7	Range 66, Step 8	Range 66, Step 9	Range 66, Step 10
2440200	244302	Program Supervisor I	53	Range 53, Step 1	Range 53, Step 2	Range 53, Step 3	Range 53, Step 4	Range 53, Step 5	Range 53, Step 6	Range 53, Step 7	Range 53, Step 8	Range 53, Step 9	Range 53, Step 10
2440300	244403	Program Supervisor II	58	Range 58, Step 1	Range 58, Step 2	Range 58, Step 3	Range 58, Step 4	Range 58, Step 5	Range 58, Step 6	Range 58, Step 7	Range 58, Step 8	Range 58, Step 9	Range 58, Step 10
2242200	225204	Records and Information Systems Manager	61	Range 61, Step 1	Range 61, Step 2	Range 61, Step 3	Range 61, Step 4	Range 61, Step 5	Range 61, Step 6	Range 61, Step 7	Range 61, Step 8	Range 61, Step 9	Range 61, Step 10
4401200	441605	Tenprint Information Supervisor	50	Range 50, Step 1	Range 50, Step 2	Range 50, Step 3	Range 50, Step 4	Range 50, Step 5	Range 50, Step 6	Range 50, Step 7	Range 50, Step 8	Range 50, Step 9	Range 50, Step 10

* Salary range is increased from 66 to 69 effective 1/1/16

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

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	*Step 1, for 6 months*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
7222600	724303	Photography Laboratory Supervisor	**58**	Range 58, Step 1	Range 58, Step 2	Range 58, Step 4	Range 58, Step 6	Range 58, Step 8	Range 58, Step 10
2441200	243318	Project/Program Manager III	**63**	Range 63, Step 1	Range 63, Step 2	Range 63, Step 4	Range 63, Step 6	Range 63, Step 8	Range 63, Step 10
2441400	243416	Project/Program Manager IV	**68**	Range 68, Step 1	Range 68, Step 2	Range 68, Step 4	Range 68, Step 6	Range 68, Step 8	Range 68, Step 10

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

18518

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

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

For the following classification, step increases are based on the date of hire.

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	*Step 1, for 12 months*	*Step 2, for 12 months*	*Step 3*
4110200	415303	Sheriff's Data/Records Supervisor	**50**	Range 50, Step 6	Range 50, Step 8	Range 50, Step 10

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

Job Class Code	People Soft Job Code	Classification	SQUARED TABLE RANGE	*Step 1, for 12 months*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
5232300	527101	Forensic Operations Manager	**69**	Range 69, Step 1	Range 69, Step 2	Range 69, Step 3	Range 69, Step 4	Range 69, Step 5	Range 69, Step 6	Range 69, Step 7	Range 69, Step 8	Range 69, Step 9	Range 69, Step 10
5231400	527201	Identification Operations Manager	**69**	Range 69, Step 1	Range 69, Step 2	Range 69, Step 3	Range 69, Step 4	Range 69, Step 5	Range 69, Step 6	Range 69, Step 7	Range 69, Step 8	Range 69, Step 9	Range 69, Step 10
7331200	736408	IT Project Manager II	**72**	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10
7305100	739103	IT Services Manager I	**75**	Range 75, Step 1	Range 75, Step 2	Range 75, Step 3	Range 75, Step 4	Range 75, Step 5	Range 75, Step 6	Range 75, Step 7	Range 75, Step 8	Range 75, Step 9	Range 75, Step 10
7332100	736605	IT Supervisor I	**72**	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10
7332200	736703	IT Supervisor II	**75**	Range 75, Step 1	Range 75, Step 2	Range 75, Step 3	Range 75, Step 4	Range 75, Step 5	Range 75, Step 6	Range 75, Step 7	Range 75, Step 8	Range 75, Step 9	Range 75, Step 10
7334100	736903	Research and Technology Supervisor - Sheriff's Office	**72**	Range 72, Step 1	Range 72, Step 2	Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10