

AGREEMENT
by and between
KING COUNTY, WASHINGTON
And

KING COUNTY SHERIFF'S OFFICE MARSHALS' GUILD
January 1, 2017 through December 31, 2020

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unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Sheriff if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his/her automatic resignation became effective.

1.3.1. Upon notification in writing by the County to the Guild that any of its members are engaged in a work stoppage, the Guild 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 Guild shall publicly order such Guild's members to cease engaging in such a work stoppage.

1.3.2. Any employee who commits any act prohibited in this Article shall be subject, in accordance with the King County Sheriff's Office (KCSO) rules and procedures, to discharge, suspension or other disciplinary action as may be applicable to such employee.

1.4. 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 within this Agreement. Therefore, the County and the Guild, 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 in this Agreement.

1.5. Savings Clause - Should any part hereof or any provisions herein contained 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 shall meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 2: RECOGNITION, GUILD MEMBERSHIP AND DUES DEDUCTION

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

1 **2.2. Guild Membership** - It shall be a condition of employment that all employees covered by
2 this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on
3 the thirtieth (30th) day following the beginning of such employment, become and remain members in
4 good standing in the Guild, or pay an agency fee to the extent permitted by law.

5 **2.2.1.** Employees with a bona fide religious objection to union membership shall not be
6 required to become and remain members in good standing in the Guild, but shall be required to
7 contribute an amount equal to the regular monthly Guild dues and initiation fees to a non-religious
8 charity mutually agreed upon by the employee and the Guild. In the event that an agreement cannot
9 be reached between the employee and the Guild, the Public Employment Relations Commission
10 (PERC) shall decide the charity. The employee shall every thirty (30) days furnish proof that such
11 payment has been made.

12 **2.2.2.** Failure by an employee to satisfy the provisions of Sections 2.2 or 2.2.1 above shall
13 constitute cause for dismissal provided the Guild makes a written request for discharge, verifying that
14 the employee received written notification of the delinquency and notification that no-payment within
15 thirty (30) days will result in discharge by the County.

16 **2.3. Dues Deduction** - Upon receipt of a written authorization individually signed by a
17 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
18 of dues as certified by the Secretary of the Guild and shall transmit the same to the Treasurer of the
19 Guild.

20 **2.4.** The Guild shall indemnify, defend and hold the County harmless against any claims
21 made and against any suit instituted against the County on account of any checkoff of dues for the
22 Guild. The Guild shall refund to the County any amounts paid to it in error on account of the check-
23 off provision upon presentation of proper evidence thereof.

24 **2.5. Visitation Rights** - Authorized representatives of the Guild may, after notifying the
25 Sheriff/designee, visit the work location of employees covered by this Agreement at reasonable
26 times.

27 **2.6. Bulletin Boards** - The County and the Guild shall cooperate to insure that adequate space
28 on the County's premises is provided for posting of announcements of meetings, election of officers

1 and any other official Guild material.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

3 3.1. The Guild recognizes the prerogatives of the County to operate and manage its affairs in
4 all respects in accordance with its responsibilities and powers of authority.

5 3.2. The County shall have the right to schedule overtime work as required.

6 3.3. Every incidental duty is not always specifically described in the job description.

7 3.4. The County reserves the right to reprimand, demote, suspend or discharge regular
8 employees for just cause.

9 3.5. The County reserves the right to layoff regular employees for lack of work, lack of
10 funds, or reasons of efficiency.

11 3.6. The County shall have the right to determine work shifts and schedules and to establish
12 the methods and processes by which such work is performed.

13 3.7. Nothing under this Agreement shall be construed as delegating to others or reduce or
14 abridge the following management responsibilities and rights:

15 • The responsibility of the County for determining classifications, assigning
16 employees to classifications, determining the status and tenure of employees, establishing work rules,
17 initiating and promoting employees, transferring employees, and certifying payrolls;

18 • The responsibility of the County governed by charter provisions, ordinances, and
19 Civil Service Rules which include, but are not limited to the following:

- 20 - To relieve employees from duties because of lack of work, lack of funds or
- 21 reasons of efficiency;
- 22 - To determine the methods, means, and employees necessary for operations;
- 23 - To control the budget; and
- 24 - To take whatever actions are necessary in emergencies in order to assure the
- 25 proper functioning of the County.
- 26 - To implement a biweekly pay system consistent with Addendum A that will
- 27 change scheduled pay dates and convert pay and benefits into hourly
- 28 increments.

1 **3.8. Furlough Reopener** - The County may open this Agreement upon written request any
2 time during the life of this Agreement for the purpose of bargaining, to the extent required by law, the
3 effects of a County decision to impose furlough and/or building closures and/or reduction of hours of
4 operation.

5 **3.9. Work Reopener** - The County retains the right to reopen any provision in this Agreement
6 necessary to bargain, to the extent required by law, the effects of a decision to add work to the Guild
7 bargaining unit. The Guild supports adding work to the unit and will partner with the County to
8 accomplish this goal as expeditiously as possible.

9 **3.10. Performance Reviews** - Consistent with the authority retained in Article 3, the County
10 has the right to develop and implement a performance evaluation system consistent with KCSO's
11 policies and procedures. See Appendix C: Performance Evaluation Appeal Process.

12 **3.11. Early Intervention Systems (EIS)** - Consistent with the authority retained in Article 3,
13 the County has the right to develop and implement an EIS system consistent with KCSO's policies
14 and procedures.

15 **3.12. Civilian Review** - The County has the right to create, develop and implement a system
16 of civilian review and an Office of Law Enforcement Oversight (OLEO) consistent with County
17 Ordinances. The parties agree to incorporate the terms and conditions of OLEO that are bargained
18 between the County and the King County Police Officers Guild, and further agree to reopen this
19 Agreement to bargain the impact of OLEO investigating allegations of misconduct.

20 **3.13. Civil Service** - The County retains the right to bargain changes or effects, (to the extent
21 required by law), to King County Civil Service Rules and may propose such changes at any time.
22 Such proposals may be discussed in labor/management meetings or any forum acceptable to the
23 parties.

24 **3.14. Reopener for Standardized Pay Practices** - The parties agree that applicable provisions
25 in this Agreement may be re-opened at any time during the life of this Agreement by the County for
26 the purpose of negotiating standardized pay practices, to the extent required by law.

27 **ARTICLE 4: WAGES AND OVERTIME**

28 **4.1.** The classifications of employees covered by this Agreement and the corresponding rates

1 of pay are set forth within Addendum A which is attached hereto and made a part of this Agreement.

2 **4.2.** Except as otherwise provided in this Article, regular employees assigned to five (5) day,
3 eight (8) hour shifts (5/8) shall be paid at the rate of one and one-half (1-1/2) times the employee's
4 regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours
5 in a workweek. Regular employees assigned to four (4) day, ten (10) hour shifts (4/10) shall be paid
6 at the rate of one-and-one-half (1-1/2) times the employee's regular rate of pay for all hours worked
7 in excess of ten (10) hours in one (1) day, or forty (40) hours in a workweek. The regular rate is
8 calculated in accordance with the Fair Labor Standards Act. The parties further agree that the
9 payment of "enriched rate", as currently defined, calculated and paid under the PeopleSoft payroll
10 system, will cease.

11 **4.3.** A minimum of four (4) hours at the overtime rate shall be paid when a regular employee
12 is called back to work. Where such overtime exceeds four (4) hours, the actual hours worked shall be
13 paid at the overtime rate.

14 **4.3.1.** A call-back is defined as any situation where the regular employee has left work and is
15 subsequently contacted and required to return to work prior to the employee's next scheduled work
16 shift. Scheduled overtime and a change in an employee's work schedule will not be considered a
17 call-back.

18 **4.3.2.** Scheduled work is not a call-back and shall be paid at the straight time rate until the
19 regular employee qualifies for overtime pursuant to Section 4.2. Scheduled work shall include
20 occasions where an employee is required to report to work earlier than his/her regular assigned shift.

21 **4.4.** All overtime shall be authorized in advance by the Commander/designee, except in
22 emergencies.

23 **4.5. Compensatory Time** - With mutual agreement of the County and the regular employee,
24 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory
25 time may be accrued to a maximum of sixty (60) hours. Requests to use compensatory time will be
26 approved at the discretion of KCSO and in accordance with the law. Compensatory time accrued
27 shall be used during the calendar year in which it is earned unless such utilization is not feasible due
28 to the work demands of the position, in which case the employee may request and the

1 Commander/designee may approve the carryover of a maximum of sixty (60) hours of accrued
2 compensatory time to the next calendar year. Carried-over compensatory hours must be used within
3 the first quarter of the new year.

4 **4.6. Compensatory Time Cash Out** - On each May 31 and November 30, the County may
5 cash-out some or all of an employee's accrued compensatory time.

6 **4.7. Training**

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

13 **ARTICLE 5: HOURS OF WORK**

14 **5.1.** The standard work schedule for regular full-time employees shall consist of either five
15 (5) consecutive workdays of eight (8) hours each day (5/8), inclusive of a meal period, not to exceed
16 forty (40) hours per week; or four (4) workdays of ten (10) hours each day (4/10), inclusive of a meal
17 period, not to exceed forty (40) hours per week. Each work schedule will include work time for
18 donning and doffing of their uniform, and for reporting to their assigned post. The hours of work of a
19 regular employee may be changed consistent with Sections 5.2 and 5.5.

20 KCSO may place an employee or group of employees on a 4/10 work schedule when it
21 decides that it is beneficial and operationally prudent to do so, as long as each of the following
22 conditions are met:

23 **A.** Any such schedule change will be effective on a date determined in writing for the
24 duration determined in writing by KCSO.

25 **B.** Personnel assigned to work a 4/10 schedule shall be notified by KCSO of their
26 precise work schedules and furlough days.

27 **C.** Employees working the 4/10 schedule shall observe the same paid holidays as
28 described in Article 7 of the Agreement.

1 **D.** Vacation and sick leave shall be used on an hour for hour basis. Example:
2 Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours
3 will be subtracted from her/his vacation week.

4 **E.** KCSO may cancel the 4/10 schedule with thirty (30) calendar days written notice
5 to the affected employees. If the 4/10 schedule is cancelled, the employee will revert to her/his prior
6 work schedule.

7 **F.** KCSO will notify employees affected by this change of its expectations related to
8 this change in schedule.

9 **5.1.2.** Should the County decide to implement a change in building or court hours, the
10 County will meet to discuss the impact of such change on the bargaining unit.

11 **5.1.3.** Short-term temporary and term-limited temporary employees will be assigned work
12 location, days and hours of work as needed by KCSO.

13 **5.2.** KCSO will assign each regular employee a regular work schedule which can be changed
14 with five (5) days notice. If the employee is given less than five (5) days notice of the change to
15 his/her regular work schedule, the employee will be paid four (4) hours of pay on each day worked
16 for which timely notice was not given. The day after notification shall be the first day of notice.

17 **5.3. Post and Shift Assignments** - Employees shall participate in an annual shift bid in which
18 bids shall be submitted in seniority order. For example, the most senior employee will make the first
19 selection of available assignments which include: KCCH, MRJC, YSC, Redmond District Court,
20 Shoreline District Ct., Bellevue District Ct., Auburn District Ct., Issaquah District Ct., and Burien
21 District Ct. Other assignments will be rotated. Operational needs shall be the primary consideration
22 when making post and shift assignments.

23 **5.4.** Pursuant to RCW 49.12.187, the County and the Guild agree to specifically supersede -
24 the state provisions regarding meal and rest periods in accordance with the state statute. While the
25 County will try to provide meal and rest periods during a shift, meal and rest periods may occur at
26 different times due to work requirements.

27 **5.5. Change of Work Schedules** - Upon written request of an employee(s) and with prior
28 written approval of the Commander/designee, a work schedule for an employee(s) may be modified

1 or a shift traded with another employee.

2 **5.6. Alternative Work Schedules** - During the term of the Agreement, the Guild and/or
3 County may desire a work schedule(s) that is different than the standard work schedule provided
4 under Section 5.1 herein. The addition of work schedules are subject to collective bargaining by the
5 parties' authorized representatives.

6 **ARTICLE 6: SENIORITY**

7 **6.1.** Regular employees shall be afforded the right to utilize their classification seniority as
8 hereinafter defined for the purposes specifically provided for within this Agreement.

9 **6.2.** An employee shall be recognized as having attained seniority and regular employment
10 status when such employee shall have successfully completed a probation period of twelve (12)
11 consecutive months. Upon completion of the employee's probation period s/he shall be assigned a
12 classification seniority date which shall be the date when s/he first commenced his/her twelve (12)
13 month probation. To the extent permitted by law, the probationary period shall be automatically
14 extended for any absence from work, or any period during which the employee cannot perform all the
15 essential functions of the job, that extends longer than ten work days.

16 **6.2.1.** In the event that a regular employee is laid off during his/her twelve (12) month
17 probation period and is subsequently recalled to perform bargaining unit work within ninety (90)
18 calendar days from the employee's date of layoff; s/he shall then be credited with all days previously
19 worked for purposes of satisfying his/her twelve (12) month probation status and establishing his/her
20 resultant classification seniority date.

21 **6.2.2.** Regular employees shall continue to accrue seniority during an absence caused by an
22 industrial injury or illness. An employee who is unable to work because of a non-work related injury
23 or illness shall not accumulate seniority during such absence of thirty (30) or longer unpaid calendar
24 days.

25 **6.2.3.** Regular employees on an approved unpaid leave of absence of thirty (30) continuous
26 calendar days or longer shall not accumulate seniority credits during such absence.

27 **6.2.4.** When a regular employee is, or has been, promoted or transferred from the bargaining
28 unit to another job so as to be excluded from coverage by this Agreement, such employee may be

1 returned to the unit by the County and s/he shall resume his/her seniority which s/he had as of the
2 date of promotion or transfer; provided however, in the event any such employee remains outside of
3 the bargaining unit for a period exceeding twelve (12) months, s/he shall not have his/her bargaining
4 unit seniority restored upon his/her return to the bargaining unit.

5 **6.3.** Classification seniority shall be defined as a regular employee's total length of service
6 within a classification(s) covered by this Agreement. Classification seniority shall include time spent
7 prior to January 1, 1996 working as a Court Security Officer in the King County Courthouse.
8 Effective January 1, 2003, regular part-time employees will accrue seniority pro-rated based on what
9 a full-time employee earns. Any seniority ties will be determined by hire test scores with the
10 employee having the higher test score being more senior.

11 **6.4.** Seniority rights shall be forfeited for either of the following causes:

12 • Discharge for just cause.
13 • Resignation; provided however, in the event an employee who has completed
14 his/her twelve (12) month probation period is rehired to a classification covered by this Agreement
15 within twelve (12) months from the date of his/her resignation, that employee shall then be credited
16 with all his/her seniority credits previously existing on his/her last day worked.

17 **6.5. Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
18 shall layoff the regular employee who has the least seniority within the classification. Employees
19 originally hired into the bargaining unit on the same date shall be laid off based on the Section 6.3
20 seniority tie-breaker provision. Prior to any layoff, all temporary and probationary employees within
21 the bargaining unit shall be laid off first.

22 **6.6. Recall from Layoff** - Regular employees displaced due to a reduction-in-force shall be
23 recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their
24 ability to perform the work for which they were recalled.

25 **6.7. Seniority Lists** - The Guild shall maintain the seniority list and it will provide a copy to
26 the County upon written request.
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ARTICLE 7: HOLIDAYS

7.1. All regular, probationary and term-limited temporary employees who work a full-time schedule shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Day	December 25th

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

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

7.3. Effective January 1, 2018, leave eligible employees shall receive two (2) personal holidays every year to be added to their vacation bank in the second full pay period of the year or upon hire. In no event shall there be more than two (2) personal holidays awarded per year.

7.4. Regular, probationary and term-limited temporary employees who work a part-time schedule and are eligible for holiday pay will receive holiday pay in accordance with Sections 7.1 and 7.3 on those holidays the employee is regularly scheduled for work pro-rated based on their regular work schedule.

ARTICLE 8: VACATIONS

8.1. Accrual Rates - Regular, probationary and term-limited temporary employees who work a full-time forty (40) hour schedule, shall receive vacation benefits as indicated in the following schedule:

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

8.1.2. Regular, probationary and term-limited temporary employees who work a part-time schedule shall accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally scheduled workweek.

8.2. Full-time employees may accrue up to sixty (60) days (480 hours) vacation leave per calendar year. Part-time employees may accrue vacation prorated to reflect their normally scheduled workweek per calendar year, e.g., a part-time employee working half-time, twenty (20) hours, may

1 accrue up to sixty (60) days (240 hours) of vacation leave. Employees shall use vacation leave
2 beyond the maximum accrual amount on or before the last pay period that includes December 31st of
3 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture
4 of the vacation leave beyond the maximum amount unless the Commander/designee has approved a
5 carryover of such vacation leave.

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

12 **8.4.** County Employment While On Vacation - No employee shall be permitted to work for
13 compensation for the County in any capacity during the time when vacation leave is being used.

14 **8.5.** Incremental Usage - Vacation may be used in one half (1/2) hour increments at the
15 discretion of the Commander/designee.

16 **8.6.** Termination - Upon termination, the employee shall be paid for any unused vacation
17 leave at his/her base rate of pay up to the maximum annual vacation leave provided under Section 8.2
18 if the employee leaves in good standing.

19 **8.7.** Death - In cases of separation by death, payment of unused vacation leave up to the
20 annual maximum provided under Section 8.2 shall be made to the employee's estate, or in applicable
21 cases, as provided by RCW 49.48 and RCW Title 11.

22 **8.8.** Vacation Scheduling - Annual vacations shall be scheduled up through April 1st of each
23 year on a seniority basis within each major work site (KCCH, MRJC, YSC). An Annual vacation
24 shall consist of no less than four (4) or five (5) continuous work days, depending on work schedules
25 (i.e., 4/10 or 5/8). Vacation requests submitted after April 1st shall be approved on a first come first
26 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be
27 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be
28 requested two (2) weeks in advance. If the need arises, an individual may contact his/her

1 Commander/designee and request emergency vacation. Approval of emergency vacation shall be at
2 the discretion of the Commander/designee.

3 **8.8.1.** All vacation requests shall receive a definite written yes or no response as soon as
4 possible from the submission of same. Once approved the County shall not rescind the vacation,
5 unless an emergency exists. If the County cancels vacation once vacation has been approved and the
6 affected employee has incurred non-refundable expenses in planning for same, the employee shall be
7 reimbursed by the County for those expenses. Any employee called back to duty once vacation has
8 begun shall be reimbursed for round trip transportation costs in returning to duty.

9 **ARTICLE 9: SICK LEAVE**

10 **9.1. Sick Leave** - Regular, probationary and term-limited temporary employees will accrue
11 sick leave at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a
12 maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously
13 earned.

14 **9.2. Vacation as an Extension of Sick Leave** - During the first six (6) months of service in a
15 leave eligible position, employees may, at the Commander/designee's discretion, use any accrued
16 days of vacation leave as an extension of sick leave. If an employee does not work a full six (6)
17 months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the
18 County upon termination unless the use of vacation leave was for a qualifying event under the
19 Washington State Family Care Act.

20 **9.3. Partial Day Increments** - Sick leave may be used in one-half (1/2) hour increments at the
21 discretion of the Commander/designee.

22 **9.4. Unlimited Accrual** - There will be no limit to the hours of sick leave accrued by a leave
23 eligible employee.

24 **9.5. Restoration following Separation** - Separation from employment except by reason of
25 retirement, layoff, or separation for non-disciplinary medical reasons, will cancel all sick leave
26 accrued to the leave eligible employee as of the date of separation. Should a regular employee resign
27 in good standing, be laid off or is separated for non-disciplinary medical reasons and returns to
28 County employment within two (2) years, his/her accrued sick leave will be restored.

1 **9.6. Pay upon Separation** - A regular employee who has successfully completed at least five
2 (5) years of County service and who retires as a result of length of service, or completed five (5)
3 years of continuous service as a Marshal, is at least 65 years of age and is disqualified from
4 participating in a Washington State retirement plan, or who separates by reason of death will be paid,
5 or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35)
6 percent of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in
7 effect upon the date of leaving County employment, less mandatory withholdings. Retire as a result
8 of length of service means an employee is eligible, applies for and begins drawing a pension from
9 PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County
10 employment.

11 **9.7. Leave Without Pay for Health Reasons** - An employee must use all of his/her sick leave
12 before taking unpaid leave for his/her own health reasons. If the injury is compensable under the
13 County's workers compensation program, then the employee has the option to augment or not
14 augment time loss payments with the use of accrued sick leave.

15 **9.8. Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
16 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
17 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
18 (80) hours of accrued sick leave.

19 **9.9. Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
20 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
21 by his/her Commander/designee.

22 **9.10. Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

23 A. The employee's bona fide illness or injury; provided, that an employee who suffers
24 an occupational illness or injury may not simultaneously collect sick leave and worker's
25 compensation payments in a total amount greater than the net regular pay of the employee;

26 1. An employee who chooses to augment workers compensation payments
27 with the use of accrued sick leave will notify the workers compensation office in writing at the
28 beginning of the leave;

1 2. An employee may not collect sick leave and worker's compensation time
2 loss payments for physical incapacity due to any injury or occupational illness which is directly
3 traceable to employment other than with the County.

4 B. Exposure to contagious diseases and resulting quarantine.

5 C. An employee's temporary disability caused by or contributed to by pregnancy and
6 childbirth.

7 D. The employee's medical, ocular or dental appointments provided that the
8 employee's Commander/designee has approved the scheduling of sick leave for such appointments.

9 E. To care for the employee's eligible child if the child has an illness or health
10 condition which requires treatment or supervision from the employee;

11 F. To care for other family members, if:

12 1. The employee has been employed by the County for twelve (12) months or
13 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
14 months,

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

19 3. The reason for the leave is one of the following:

20 a. The birth of a son or daughter and care of the newborn child, or
21 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
22 within twelve (12) months of the birth, adoption or placement;

23 b. The care of the employee's child or child of the employee's spouse
24 or domestic partner whose illness or health condition requires treatment or supervision by the
25 employee; or

26 c. Care of a family member who suffers from a serious health
27 condition, as defined under the Family Medical Leave Act (FMLA).
28

9.11. Family and Medical Leave

A. As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the service member with a serious injury or illness.

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

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

9.12. King County Family and Medical Leave:

A. As provided by King County Code, an eligible employee may take up to eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State Family Leave Act, or other family and medical leaves available under federal or state law.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. King County Family and Medical Leave shall run

1 concurrently with other federal, state and county leaves to the extent allowed, including but not
2 limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the
3 Washington State Family Care Act.

4 C. In order to be eligible for leave under this Article, an employee must have been
5 employed by King County for at least twelve months and have worked at least 1,040 hours in the
6 preceding twelve month period for a forty-hour week employee or 910 hours in the preceding twelve
7 month period for a thirty-five hour week employee.

8 D. An employee who returns from King County Family and Medical Leave within the
9 time provided under this Article is entitled to the same position she/he occupied when the leave
10 commenced or a position with equivalent pay, benefits and conditions of employment.

11 9.13. Insurance Premiums - The County will continue its contribution toward health care
12 during any unpaid leave taken under Sections 9.11 and 9.12.

13 9.14. Failure of an employee to return to work by the expiration date of leave under Sections
14 9.11 and 9.12 may be cause for termination of the employee from County service.

15 **ARTICLE 10: OTHER PAID LEAVES**

16 **10.1. Donation of Vacation and Sick Leave.**

17 **A. Vacation leave hours**

18 1. Approval Required - An employee eligible for paid leave may donate a
19 portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such
20 donation will occur upon written request to and approval of the donating and receiving employee's
21 department director(s), except that requests for vacation donation made for the purposes of
22 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
23 would result in a departmental hardship for the receiving department.

24 2. Limitations - The number of hours donated will not exceed the donor's
25 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
26 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
27 accrual.

28 3. Return of Unused Donations - Donated leave hours remain with the

1 recipient and do not revert to the donor. For purposes of this Article, the first hours used by an
2 employee will be accrued vacation leave hours.

3 **B. Sick leave hours**

4 **1. Written Notice Required** - An employee eligible for paid leave may donate
5 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
6 notice to the donating and receiving employee's department director(s) or the Sheriff.

7 **2. Minimum Leave Balance Required (Donor)** - No donation will be permitted
8 unless the donating employee's sick leave accrual balance immediately subsequent to the donation is
9 one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of
10 his/her accrued sick leave in a calendar year.

11 **3. Return of Unused Donations** - Donated leave hours remain with the
12 recipient and do not revert to the donor. For purposes of this Article, the first hours used by an
13 employee will be accrued sick leave hours.

14 **C. No Solicitation** - All donations of vacation and sick leave made under this Article
15 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
16 any other compensation or benefits in exchange for donating vacation or sick leave hours.

17 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to a
18 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value
19 will then be divided by the receiving employee's hourly rate to determine the actual number of hours
20 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight
21 time hourly rate at the time of reconversion.

22 **10.2. Leave - Organ Donors** - The Commander/designee will allow an employee eligible for
23 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,
24 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)
25 days paid leave, maximum of forty (40) hours (pro-rata for part-time) provided;

26 **A. Notification** - The employee gives the Commander/designee reasonable advance
27 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
28 organs or tissue where there is a reasonable expectation that the employee's failure to donate may

1 result in serious illness, injury, pain or the eventual death of the identified recipient.

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

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

8 **10.2.1. Time off Subject to Agreement** - Time off from work for the purpose set out above in
9 excess of five (5) working days will be subject to the terms of this Agreement.

10 **10.3. Bereavement Leave**

11 **A.** An employee eligible for paid leave will be entitled to five (5) working days,
12 maximum of forty (40) hours (pro-rata for part-time) of bereavement leave due to death of a member
13 of his/her immediate family.

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

17 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
18 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
19 employee, employee's spouse or employee's domestic partner.

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

27 **10.5. Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be
28 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive

of mileage, with the Finance and Business Operations Division, of the Department of Executive Services. The employee will report back to their Commander/designee when dismissed from jury service.

10.6. Leave Examinations - An employee eligible for paid leave will be entitled to necessary time off with pay for the purpose of participating in County qualifying or promotional examinations. This will include time required to complete any required interviews.

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

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

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

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

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

D. Concurrency - PPL leave will run concurrently with the County’s family and

1 medical leave, as well as federal and state family and medical leave laws, to the fullest extent
2 permitted by law.

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

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

9 G. Relationship to Washington State Paid Family and Medical Leave - Provisions of
10 the County's current PPL leave program may change effective January 1, 2020, or thereafter, due to
11 the County's implementation of the new Washington State Paid Family and Medical Leave program.

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

13 11.1. The County will provide medical, dental, vision, life, long term disability and
14 accidental death and dismemberment insurance programs for the term of this Agreement, subject to
15 plans modifications by the County during the term of the Agreement. The Guild will sign-off on the
16 2017-2018 and the 2019-2020 benefits agreements and modifications thereto.

17 11.2. A newly hired regular, probationary and term-limited temporary employee shall be
18 eligible for receipt of all benefits under the County's medical, dental, vision, life insurance, long term
19 disability and accidental death and dismemberment insurance programs on the first day of the month
20 following the date the employee commences employment with the County.

21 **ARTICLE 12: UNIFORMS**

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

28 12.2. The employee shall be held accountable for all uniforms, weapons and duty gear which

are issued to the employee by KCSO. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by KCSO. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the employee.

ARTICLE 13: MISCELLANEOUS

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

13.2. Weapons/Defense Tactics - All employees shall periodically qualify with a handgun in accordance with KCSO policy as scheduled by KCSO. In addition, all employees, upon written request, shall be provided one hundred (100) rounds of practice ammunition per month for their primary duty weapon, for practice session(s).

13.3. Labor-Management Conference Committee (Committee) - The County and the Guild shall establish a joint Committee which shall be comprised of participants from both the County and the Guild. Each party shall have the sole right to select its participants. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the County and the Guild. Either the County or the Guild may request a meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

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

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

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

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

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

13.8. Re-opener for Promotional Opportunities – The parties agree to re-open negotiations regarding potential promotional opportunities within the unit after the King County Police Officers Guild and the County complete their negotiations for a successor contract.

ARTICLE 14: GRIEVANCE PROCEDURE

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

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

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

1 Agreement.

2 **14.4.** The Guild shall not be required to press employee grievances if in the Guild's opinion,
3 such lack merit. With respect to the processing, disposition and/or settlement of any grievance,
4 including hearings and final decision of any arbitrator, the Guild shall be the exclusive representative
5 of the employee.

6 **14.5.** Employees, whether Guild members or not, shall have no independent unilateral
7 privilege or right to invoke the grievance procedure.

8 **14.6.** The disposition and/or settlement of any grievance or other matter in dispute as
9 determined by and between the Guild and the County shall be final and binding upon all parties to the
10 dispute.

11 **14.7. STEP 1** – Unit Commander. A grievance shall be presented by the Guild within (10)
12 calendar days of the occurrence of such grievance to the unit's Commander. The grievance shall be
13 in writing, and shall specify the contract provisions the Guild argues have been violated, and the
14 factual basis underlying the alleged contract violation. The Commander shall gain all relevant facts,
15 discuss the same with relevant personnel and attempt to adjust the matter and notify the employee
16 within fifteen (15) calendar days after receipt of the grievance. If the Guild does not receive a timely
17 response, it may elevate the Grievance to the next step.

18 **14.8. STEP 2** – Division Chief/Office of Labor Relations. If the grievance has not been
19 satisfactorily resolved, the Guild representative shall advance the grievance to the division Chief
20 (hours of work and working conditions) or King County Office of Labor Relations (compensation)
21 within fifteen (15) calendar days. Any additional information shall then be presented to the Chief for
22 investigation, discussion and written reply. The Chief shall make a written decision available to the
23 aggrieved employee and the Guild within fifteen (15) calendar days. If the Guild does not receive a
24 timely response, it may elevate the Grievance to the next step.

25 **14.9. STEP 3** – Arbitration. Either the County, KCSO or the Guild may request arbitration
26 specifying the exact question which it wishes to be arbitrated, the Section of the Agreement violated
27 and the remedy sought provided such request has been initiated within ninety (90) calendar days from
28 the date the grievance was brought to the attention of the Commander provided for in STEP 1. The

1 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the
2 parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator shall be
3 selected from a panel of seven (7) names furnished by the Federal Mediation and Conciliation
4 Service (FMCS) or PERC. The arbitrator shall be selected from the list by both the County
5 representative and the Guild representative each alternately striking a name from the list until only
6 one (1) name remains. The remaining name shall serve as the arbitrator. The arbitrator, under
7 voluntary labor arbitration rules of the American Arbitration Association, shall be asked to render a
8 decision promptly and the decision of the arbitrator shall be final and binding upon all parties to the
9 dispute.

10 **14.10.** The arbitrator shall have no power to add to, subtract from, disregard, modify or
11 otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the
12 power only to apply and interpret the provisions of this Agreement in reaching a decision.

13 **14.11.** The arbitrator's fee and expense shall be borne equally by the County and the Guild.
14 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by
15 the County and the Guild. Each party shall bear the full cost of its representation, including
16 attorneys, and any witnesses appearing on its own behalf regardless of the outcome of the arbitration.

17 **14.12.** Temporary, term-limited temporary and probationary employees are employed at will
18 and may be disciplined and discharged from employment at any time without the right to grieve.

19 **ARTICLE 15: EMPLOYEE RIGHTS**

20 **15.1.** All regular employees within the bargaining unit shall be entitled to the protection of
21 the provisions contained in Appendix E.

22 **15.2. Rules and Procedures** - The County shall furnish each employee with a copy of the
23 KCSO's Administrative and Personnel policies. KCSO shall make available at primary duty
24 assignments all basic rules and procedures related to the performance of the duties of that position.

25 **15.3.** Temporary, probationary and term-limited temporary employees are employed at will
26 and can be terminated from employment for any reason, at the discretion of the County, without right
27 of appeal or right to grieve under this agreement. Temporary, probationary and term-limited
28 temporary employees are not covered under the "Employees' Bill of Rights", referred to in 15.1, or
attached as Appendix E.

1 **ARTICLE 16: DURATION**

2 **16.1.** Except for those provisions that state otherwise, this Agreement and each of its
3 provisions shall become effective upon ratification by the King County Council and shall cover the
4 time period January 1, 2017 through December 31, 2020.

5
6
7 **APPROVED** this 2nd day of July, 2018.

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11 By: Rachel HL For
12 King County Executive

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14 King County Sheriff's Office:

15
16 Mitzi Johanknecht

17 Mitzi Johanknecht
18 Sheriff
19 King County Sheriff's Office

20 20180611
21 Date

22 Mike Miner

23 Mike Miner
24 President
25 King County Court Protection Guild

26 06-11-18
27 Date

ADDENDUM A
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
KING COUNTY SHERIFF'S OFFICE MARSHALS' GUILD
(Representing King County Marshals)
January 1, 2017 through December 31, 2020

This Addendum is supplemental to the Agreement.

Job Class Code	PeopleSoft Job Code	Classification		STEP 6 00-12m	STEP 7 13-24m	STEP 8 25-36m	STEP 9 37-48m	STEP 10 49m +
5103100	515101	County Marshal	2017 +4%, +2%	\$31.5560	\$32.3133	\$33.0888	\$33.8829	\$34.6961
			2018 +2.25%	\$32.2660	\$33.0403	\$33.8333	\$34.6453	\$35.4768
			2019 +2.25%	\$32.9920	\$33.7837	\$34.5945	\$35.4248	\$36.2750
			2020 +2.25%	\$33.7343	\$34.5438	\$35.3729	\$36.2219	\$37.0912

Wage Range - County Marshal pay range beginning in 2017 shall be four percent (4%) higher than the 2016 wages.

General Wage Increases (GWI) - The GWI for 2017 is two percent (2%). The GWI for 2018, 2019 and 2020 shall be two and one-quarter percent (2.25%) each year.

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

1 reflect their regular monthly work schedule.

2 A.2. Lead Pay - Employees properly assigned, in writing, to the status of Lead, shall receive
3 an hourly premium equal to seven and one-half percent (7.5%) of their hourly base rate of pay for all
4 hours worked during the shift after being assigned as Lead. Leads can be assigned for any duration,
5 as determined by the Commander/designee.

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APPENDIX A

TRANSITION TO BIWEEKLY PAY

1. The County provided timely notice to the Guild of its intent to implement a biweekly payroll schedule for employees represented by the Guild 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 Guild. The affected employees are members of the King County Court Protection Guild.

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

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

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

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

- a. Are eligible for leave and insured benefits as provided for in K.C.C. 3.12.040;
- b. Are not serving a probationary period;
- c. Are in a paid status;
- d. Are employed in a position that is scheduled to be funded and filled for approximately one year after the date or dates selected by the county administrative officer;
- e. Have elected to receive the transition payment by the cut-off date or dates selected by the county administrative officer; and
- f. Have agreed and, if applicable, whose spouse or state registered domestic partner have agreed, in writing, to repay the County for the amount of the transition payment as set forth in Ordinance 16818, section 4.

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

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

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

- 13 a. The remainder may be deducted from the employee's final paycheck owed to the
14 employee when he/she leaves employment; and if further payment is owed, then
15 by;
- 16 b. A deduction from any other payment owed to the employee; and if further payment
17 is owed, then by;
- 18 c. A payment directly to the county by the employee or, if applicable, his/her spouse
19 or state registered domestic partner.

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

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

26 11. The Guild acknowledges that the County has fulfilled its obligation to bargain the effects
27 of implementation of the biweekly pay with the execution of this Appendix.
28

APPENDIX B

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

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

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

24 **3. The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief
25 appointed by the Sheriff and one Guild representative from the bargaining unit representing the
26 employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board
27 the facts relating to the complaint. If the Board finds that the employee complied with the King County
28 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

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

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

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

16 6. This agreement, along with the collective bargaining agreements as modified by this
17 agreement, and relevant current MOUs modifying the collective bargaining agreement, constitute the
18 full and complete agreement between the parties with respect to payment of wages in the KCSO, and a
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APPENDIX C

PERFORMANCE EVALUATION APPEAL PROCESS

If an employee challenges the fairness or accuracy of their annual performance evaluation, the evaluation may be appealed by the employee in writing within 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 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 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.

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.

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APPENDIX E

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

Introduced by: Paul Barden

Proposed No.: 89-595

MOTION NO. 7854

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 Motion No. 1169 is hereby rescinded.

9 PASSED this 5th day of March, 1990

11 KING COUNTY COUNCIL
12 KING COUNTY, WASHINGTON

13 Lois M. Ostle
14 Chairperson

15 ATTEST:

16 Donald A. Pelt
17 Clerk of the Council