

Master Labor Agreement (MLA) - Appendix 17
Agreement Between King County
And
King County Regional AFIS Guild
Automated Fingerprint Identification System - King County Sheriff's Office
[463]

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KING COUNTY
AND
KING COUNTY REGIONAL AFIS GUILD
AT THE
KING COUNTY SHERIFF'S OFFICE

This Appendix along with the Master Labor Agreement (MLA) constitutes the collective bargaining agreement (Agreement) between King County (the County), the King County Sheriff's Office (KCSO), and King County Regional AFIS Guild (the Guild), the terms of which have been negotiated in good faith, between the County, KCSO and the Guild. This Collective Bargaining Agreement (Agreement) shall be subject to adoption by County ordinance.

Working conditions in the MLA that KCSO and the Guild agree apply to this bargaining unit include: Unpaid Leaves of Absence (MLA Article 3, except exclude LWP from seniority), Jury Duty (MLA Article 5 except 5.2), Donated Leaves (MLA Article 6), Holidays (MLA Article 10), Professional Development (MLA Article 12), Supported Employment Program (MLA Article 13), Reclassification and Resulting Pay (MLA Article 14), Special Duty (MLA Article 15, except 15.3), Union Engagement (MLA Article 21), Use of County Bulletin Boards and Electronic Devices (MLA Article 23), Safety Gear and Equipment Allowance (MLA Article 32), After Hours Support (MLA Article 33), and Training (MLA Article 36).

Working conditions in the MLA that KCSO and the Guild agree do not apply to this bargaining unit include: TLT Positions (MLA Article 17), Job Posting (MLA Article 18), Public Disclosure Request (MLA Article 19), Union Notification (MLA Article 20), Union Leave (MLA Article 22), Grievance Procedure (MLA Article 26), and Discipline and Sunset Clause (MLA Article 27), and Working Out of Class (MLA Article 37).

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the 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

1 such organizations in matters concerning their employment relations with the County and to set forth
2 the wages, hours and other working conditions of such employees in appropriate bargaining units.

3 **ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP**

4 **Section 2.1.** The County recognizes the Guild as representing all non-commissioned
5 professional employees in the King County Sheriff's Office in the AFIS section, excluding
6 administrative employees, information technology employees, Photo Lab employees, commissioned
7 officers, confidential employees, supervisors, and all other employees pursuant to the Public
8 Employment Relations Commission (PERC) Decision 11697 (PECB, 2013). Relevant job
9 classifications are listed in attached Addendum A (Wage Rates). The parties, in recognition of the
10 PERC's decision and its application to the County, agree that the bargaining unit description applies
11 to regular (full-time and part-time), probationary, term-limited temporary and temporary employees;
12 provided further, that there are certain employees who are assigned to work in the AFIS section that
13 are represented by other labor organizations.

14 **Section 2.2.** Term-limited temporary employees are eligible for wages found under Sections
15 7.1, 7.2 and 7.7 and Addendum A, paid leaves under Article 4 and MLA Article 10 (Holidays),
16 Article 5 and MLA Article 35 (Vacation Leave), Article 6 (Sick Leave) and MLA Article 5 (Jury
17 Duty, except MLA 5.2), and insured benefits under Article 10 and MLA Article 25. Temporary
18 employees are only eligible for wages under Sections 7.1 and 7.2. No other provision in this
19 Agreement or the MLA applies to temporary employees or term-limited temporary employees unless
20 specified.

21 **Section 2.3. Guild Security:** It shall be a condition of employment that regular, term-limited
22 temporary and temporary, and probationary employees covered by this Agreement shall remain, or on
23 the thirtieth (30th) calendar day following the effective date of this Agreement or hire, whichever is
24 later, become members in good standing in the Guild, or pay an agency fee to the Guild for their
25 representation to the extent permitted by law.

26 Provided, however, employees who hold genuine religious beliefs or tenets which object to
27 membership in the Guild, as provided by state and federal law, shall not be required to tender those
28 dues or initiation fees to the Guild as a condition of employment. Such employee shall pay an

1 amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity
2 mutually agreed upon between the employee and the Guild. The employee shall furnish written proof
3 that payment to the agreed upon non-religious charity has been made. If the employee and the Guild
4 cannot agree on the non-religious charity, the PERC shall designate the charitable organization. It
5 shall be the obligation of the employee requesting or claiming the religious exemption to show proof
6 to the Guild that he/she is eligible for such exemption.

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

9 **Section 2.4. Dues Deduction:** Upon receipt of written authorization individually signed by a
10 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
11 of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the
12 Guild.

13 **Section 2.5.** The Guild will indemnify, defend, and hold the County harmless against any
14 claims made and against any suit instituted against the County on account of any check-off of dues
15 for the Guild. The Guild agrees to refund to the County any amounts paid to it in error on account of
16 check-off provision upon presentation of proper evidence thereof.

17 **Section 2.6. Guild Membership - Informational Form:** The County will require all new
18 employees, hired in a position included in the bargaining unit to sign a form, which will inform them
19 of the Guild's exclusive recognition. A copy of the form will be sent to the Guild's president.

20 **Section 2.7. Bargaining Unit Roster:** The County will transmit to the Guild a current listing
21 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed
22 twice per calendar year. Such list shall include the name of the employee, classification and salary.
23 MLA Article 20 regarding Union Notification shall not apply to this bargaining unit.

24 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

6 D. assigning and directing the work force;

7 E. developing and modifying class specifications;

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

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

10 H. reducing the work force;

11 I. establishing reasonable work rules;

12 J. assigning the hours of work;

13 K. taking whatever actions may be necessary to carry out the KCSO mission in case of
14 emergency;

15 L. changing, modifying, or implementing requirements with respect to uniforms worn by
16 employees;

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

19 N. assigning bargaining unit work to any member of the bargaining unit, consistent with
20 other provisions in this Agreement.

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

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

1 **Section 3.3. Bi-weekly pay:** The right to define and implement changes to the bi-weekly
2 payroll system is vested exclusively with the County, including determining the Fair Labor Standards
3 Act (FLSA) workweek. Implementation of such system may include, but is not limited to, the
4 conversion of wages and leave benefits into hourly amounts and changes to scheduled pay dates. The
5 parties agree that application provisions in the Agreement may be re-opened at any time during the
6 life of this Agreement by the County for the purpose of negotiating these standardized pay practices,
7 to the extent required by law. The parties recognize the County's exclusive right to make necessary
8 changes to the payroll system, consistent with Addendum D.

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

13 **Section 3.5. Early Intervention Systems (EIS):** Consistent with the authority retained in
14 Section 3.1 subsection B supra, KCSO has the right to develop and implement an EIS system
15 according to its policies and procedures.

16 **Section 3.6. Performance Review:** Consistent with the authority retained in Section 3.1,
17 subsection B supra, KCSO has the right to develop and implement a performance evaluation system
18 according to its policies and procedures.

19 **Section 3.7. Civilian Review:** The County has the right to create, develop and implement a
20 system of civilian review and an Office of Law Enforcement Oversight (OLEO) consistent with
21 County Ordinance(s).

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

26 **ARTICLE 4: HOLIDAYS**

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

Section 4.2. Date of Observance for 24/7 Operations: Employees who work in a facility which is staffed by AFIS twenty-four hours a day, seven days per week (24/7) shall observe the following four (4) holidays on the specific dates listed below. 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 4.3. If Holiday falls on furlough: If a holiday (as defined in MLA Article 10) falls on an eligible employee's furlough day, the employee is entitled to either schedule eight (8) hours off some other time (to be scheduled like vacation) or to receive an extra eight (8) hours pay at the employer's option:

Section 4.4. Holiday 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 all hours worked on a holiday, in addition to the regular holiday pay.

Section 4.5. Personal Holidays: Are pursuant to the MLA Article 10. Personal Holiday hours can be used in the same manner as any vacation day earned.

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

Section 4.7. "4-10" Employees: A full time leave eligible employee on a 4-10 work schedule who observes the holiday may have two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for holidays identified within Article 10 of the MLA or by supervisor approval he/she may work an additional two (2) hours within the same FLSA workweek. As an alternative, the employee may request to work a 5-8 schedule on weeks which have a holiday,

1 or KCSO may adjust the employee to a 5-8 schedule with two weeks' notice as provided for in
2 Section 9.2. For employees who work ten (10) hours on a holiday, they will receive eight (8) hours
3 Holiday Pay (one and one-half times the regular rate) and two (2) hours of straight time.

4 **ARTICLE 5: VACATION LEAVE**

5 **Section 5.1.** Employees covered by this Labor Agreement shall be eligible for vacation leave
6 with pay pursuant to Article 9 and Article 35 of the MLA, except as modified below.

7 **Section 5.2. Part Time Employees:** Vacation benefits for part-time employees will be
8 established based upon the ratio of hours actually worked (less overtime) to a standard work year.
9 For example: If a part-time employee normally works four (4) hours per day in a unit that normally
10 works eight (8) hours per day, then the part-time employee would be granted one-half (1/2) of the
11 vacation benefit allowed a full-time employee with an equivalent number of years of service. The
12 applicable maximum annual accrual of four hundred eighty (480) hours or three hundred twenty
13 (320) hours is pro-rated accordingly, i.e., a part-time employee working one-half (1/2) time would
14 have a maximum annual vacation accrual of two hundred forty (240) hours, or one hundred sixty
15 (160).

16 **Section 5.3.** Employees may not use accrued vacation leave during their first six (6) months
17 of employment, except as substitution for sick leave pursuant to Section 6.2, or pursuant to a
18 qualifying event under the Washington State Family Care Act; however, employees may use their
19 two personal holidays within the first six (6) months.

20 **Section 5.4. Leave Increments:** Vacation may be used in one-quarter (1/4) hour increments.

21 **Section 5.5. Maximum Payment Upon Termination:** Upon termination for any reason, the
22 employee, after six (6) months of initial employment, will be paid for unused vacation leave up to a
23 maximum applicable annual accumulated vacation of four hundred eighty (480) hours or three
24 hundred twenty hours (320) based on a full-time forty (40) hour work schedule. Vacation payoff
25 shall be calculated by utilizing the employee's base wage rate as set forth in Addendum A and shall
26 also include longevity pay for those who receive it.

27 **Section 5.6. Excess Vacation:** Employees shall use or forfeit excess vacation accrual prior
28 to the pay period that includes December 31st of each year. Employees may carryover excess

1 vacation accrual only when express approval is granted by the Sheriff or his/her designee.

2 **Section 5.7. Vacation Preference:** Vacation approvals for requests made prior to April 1st
3 of each calendar year (for dates beginning April 1, through the following March 31) shall be made on
4 the basis of classification seniority within each unit. Vacation requests submitted on or after April 1st
5 shall be granted dependent upon operational requirements and on a first-come, first-served basis.
6 Employees who are transferred involuntarily, and who have already had their vacation request
7 approved as specified above, will be allowed to retain that vacation period regardless of their
8 seniority within the new unit to which they are transferred. In essential units with minimum staffing
9 requirements, one vacation request per shift, per day will be approved. One additional request for
10 vacation will be approved when a) overtime is not required, or voluntary overtime coverage is
11 available and b) at least one other employee is scheduled to be on shift, excluding mandatory training
12 or sick leave. Additional vacation requests that do not meet the above criteria may be approved when
13 an employee is requesting forty (40) consecutive work hours off and the majority of the days
14 requested off meet the requirements above or at the discretion of management.

15 **Section 5.8 Inclement Weather:** In situations involving inclement weather, the most
16 recently published standard KCSO policy and "County Operations During Emergency Situations and
17 Inclement Weather" Bulletin Number: 2011-0009 will be followed.

18 **ARTICLE 6: SICK LEAVE**

19 **Section 6.1. Accrual:** MLA Provisions in Article 34 regarding Sick Leave shall not apply to
20 this bargaining unit. Regular, probationary and term-limited temporary employees shall accrue sick
21 leave benefits at the rate of 0.04616 hours for each hour in regular pay status exclusive of overtime
22 up to a maximum of eight (8) hours per month. The employee is not entitled to use sick leave if not
23 previously earned

24 **Section 6.2. Sick Leave Extension:** After the first six (6) months of service, an employee
25 may, at the Sheriff's/designee's discretion, be permitted to use up to forty (40) hours of vacation as
26 an essential extension of used sick leave. An employee may use vacation leave for sick leave for a
27 Washington Family Care qualifying event. If an employee does not work a full twelve (12) months,
28 any vacation credit used for sick leave must be reimbursed to the County upon termination.

1 **Section 6.3. Increments:** For overtime eligible employees, sick leave may be used in one-
2 quarter (1/4) hour increments at the discretion of the Sheriff/designee.

3 **Section 6.4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits
4 accrued by an employee.

5 **Section 6.5. Verification of Illness:** The KCSO is responsible for the proper administration
6 of the sick leave benefit. Verification of illness from a licensed healthcare provider may be required
7 for any requested sick leave absence of three (3) or more consecutive work days or upon reasonable
8 suspicion of sick leave abuse.

9 **Section 6.6. Separation from Employment:** Separation from or termination of County
10 employment, except by reason of retirement, resignation in good standing, layoff, or separation for
11 non disciplinary medical reasons shall cancel all sick leave currently accrued to the employee.
12 Should the employee who resigned in good standing, was laid off, or was separated for non-
13 disciplinary reasons and returns to the County within two (2) years, accrued sick leave shall be
14 restored.

15 **Section 6.7. Pregnancy Disability:** Accrued sick leave may be used for absence due to
16 temporary disability caused by pregnancy.

17 **Section 6.8. Other Than County Employment:** An employee may not collect sick leave and
18 workers' compensation time loss payments from the County for physical incapacity due to injury or
19 occupational illness which is directly traceable to employment other than with the County.

20 **Section 6.9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have
21 successfully completed at least five (5) years of County service and who retire as a result of length of
22 service or who terminate by reason of death shall be paid, or their estates paid or as provided for by
23 RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated
24 sick leave multiplied by the employee's base rate of pay, as defined in Addendum A, in effect upon
25 the date of leaving county employment less mandatory withholdings. Retirement as a result of length
26 of service means an employee is eligible, applies for and begins drawing a pension from Public
27 Employees Retirement System or the city of Seattle Retirement Plan immediately upon terminating
28 County employment.

1 **Section 6.10. Maximum Compensation:** Employees injured on the job may not
2 simultaneously collect sick leave and workers' compensation payments in a total amount greater than
3 the net regular pay of the employee. Provided that employees who qualify for workers'
4 compensation may receive payments equal to net regular pay.

5 **Section 6.11. Uses of Sick Leave:** Employees are eligible for sick leave on account of illness
6 for the following reasons:

- 7 A. Employee illness;
- 8 B. Employee disability due to pregnancy or childbirth;
- 9 C. Employee exposure to contagious diseases and resulting quarantine;
- 10 D. Employee keeping medical, dental, or optical appointments;
- 11 E. Employee caring for a child under the age of eighteen (18) with a health condition
12 that requires treatment or supervision (pursuant to RCW 49.12.270);
- 13 F. As required under state or federal law;
- 14 G. To volunteer pursuant to MLA Article 4.

15 **Section 6.12. Bereavement Leave:** Is pursuant to the MLA Article 8.

16 **Section 6.13. Family Medical Leave:** Is pursuant to the MLA Article 11.

17 **Section 6.14. Sick Leave Incentive:** In January of each calendar year, employee sick leave
18 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of
19 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)
20 additional hours credited to their vacation account. Employees who have used more than sixteen (16)
21 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their
22 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

23 **Section 6.15. Prescribed Period of Absence:** Holidays or regular days off falling within the
24 prescribed period of absence will not be charged against accrued sick leave.

25 **Section 6.16. Donated Leaves:** Are pursuant to the MLA Article 6.

26 **ARTICLE 7: WAGE RATES**

27 **Section 7.1. Rates of Pay:** All wage rates in effect for the classifications listed in Addendum
28 A receive increases in accordance with the King County and Union Coalition "2017-2018 Total

1 Compensation” Memorandum of Agreement, Document Code: 000U0516 and Article 29 of the
2 MLA.

3 **Section 7.2. Work Out of Class:** MLA Article 37 regarding Working Out of Class shall not
4 apply to this bargaining unit. The Sheriff/designee may assign a regular employee to work out of
5 class. Whenever an employee is assigned, in writing by the Sheriff/designee, to perform the duties of
6 a higher classification for a period of one (1) full working day or more, that employee shall be paid at
7 the first step of the higher class or approximately five percent (5%), whichever is greater, over their
8 base rate received prior to the assignment, for all time spent while so assigned. Additional
9 compensation shall not exceed the maximum of the salary range for the assigned classification. The
10 Sheriff/designee may assign an employee to perform the work of a lower classification, but while so
11 assigned, the employee will be paid at the rate of his/her regular classification

12 **Section 7.3. Lead Worker Pay:** An employee assigned, in writing, by the Sheriff/designee to
13 perform lead worker duties, shall be compensated at a rate which is five percent (5%) greater than
14 their base rate, as defined in Addendum A, for all time so assigned.

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

21 **Section 7.4. Salary on Promotions:** Any regular employee who is promoted to a higher
22 classification shall receive the beginning step for the higher classification or the next higher salary
23 step as would constitute approximately a five percent (5%) increase over their base rate salary
24 received prior to the promotion.

25 **Section 7.5. Employee Incentive/Career Development:**

26 **A. Translation**

27 **1)** A regular full-time employee who is formally certified by the State of
28 Washington to perform interpreting/translation services may request that the Sheriff/designee select

1 the employee for purposes of placing the employee's name on a list to be published and distributed
2 annually within the KCSO. Placement on or removal from such list is at the discretion of the
3 Sheriff/designee.

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

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

17 4) The KCSO agrees to use only these employees on the "list" of eligibles to
18 interpret/translate in the formal manner described above, except in cases of emergency or when, due
19 to unforeseen circumstances, no one on the list can speak the language required. The KCSO retains
20 the right to hire interpreters/translators other than its own employees.

21 5) Examples of the situations anticipated by this premium include but are not
22 limited to:

23 a) A prescheduled witness interview, or;
24 b) The translation of a legal document or a written witness statement
25 into either English or another language.

26 6) Examples of situations in which the KCSO would not be restricted to the
27 "list" include but are not limited to:

28 a) The reading of a citation by a Spanish speaking receptionist to a

1 Spanish speaking citizen who walks in off the street;

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

4 7) This Section (A. Translation) is not subject to the grievance procedure
5 contained in Article 12 of this Agreement, except that the failure to pay the required premium after
6 placement on the list of eligible employees is subject to such procedure.

7 **B. Training**

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

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

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

1 **C. Education**

2 1) The KCSO will pay to the qualified employee a premium of thirty to fifty
3 dollars (\$30 to \$50) per month (see below), provided that the employee has obtained an Associate's,
4 Bachelor's, or Master's degree from any accredited state college. As with Section A (Translation)
5 such premium will not be paid if the degree constitutes a minimum requirement of the position. The
6 employee will receive a premium for only the highest degree held.

7

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

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11 2) This section is subject to the grievance procedure.

12 **Section 7.6. Longevity Pay:** Employees working in job classifications in the KCSO, who
13 were receiving longevity pay prior to the date of ratification of this Agreement by the King County
14 Council, shall continue to receive longevity pay, including future longevity step increases, provided
15 that they have not reached the top longevity step of twelve (12) years (\$82.25), and so long as they
16 were hired prior to December 14, 1992.

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

18

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

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21

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

24 **Section 7.7. Shift Differentials:** The value of the shift differential has been rolled over into
25 the base wage of bargaining unit employees who previously received such differential, and is
26 included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employee shall
27 receive shift differential as a separate premium.

1 **Section 7.8. Reinstated Employees:**

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

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

15 **C.** In order to receive credit for prior service under this Section, employees must
16 receive an overall rating of "Meets Standards" or better on all performance evaluations during the six
17 (6) month or one (1) year period respectively.

18 **Section 7.9. Personnel Guidelines:** The parties have adopted the County's 2005 Personnel
19 Guidelines as agreed to by the coalition of unions. The results of said agreement that are not in
20 conflict with this Agreement are hereby incorporated.

21 **Section 7.10. Certification Premiums:** Employees are eligible to receive the following
22 premium pays upon written certification by the International Association for Identification (IAI) in
23 the following areas, or other certifying body approved by KCSO, provided:

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

27 **B.** The employee must submit a written request for premium with written verification
28 of certification using the process prescribed by the KCSO. Premiums will be prospective from the

1 date of request. No retroactive payments will be made.

2 C. The employee may receive only one premium for which he/she qualifies.

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

6

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

12

13 **Section 7.11. IAI Membership Dues:** The County will pay employees' individual annual
14 membership dues to the IAI.

15 **Section 7.12. Transportation Benefits:** Are pursuant to the MLA Article 38.

16 **Section 7.13. Standby Pay:** Is pursuant to the MLA Article 33.

17 **ARTICLE 8: OVERTIME**

18 **Section 8.1. Overtime:** Overtime shall be payable after working forty (40) hours in a week.

19

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

24

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

28 **Section 8.2. Callouts:** Are pursuant to the MLA Article 33.

1 **Section 8.3. Overtime Authorization:** All overtime shall be authorized by the
2 Sheriff/designee in writing.

3 **Section 8.4. Minimum Standards Set By Law:** If any provision of this article conflicts with
4 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) or the FLSA, then
5 those minimum standards shall apply.

6 **Section 8.5. FLSA WorkWeek:** For purpose of calculating the forty (40) hour workweek
7 overtime period, as provided under Section 8.1, the FLSA workweek is Saturday to Saturday (i.e., the
8 last moment of Friday and the first moment of Saturday). The County agrees to bargain the impact if
9 it changes the FLSA workweek as provided under Section 3.3.

10 **Section 8.6. Compensatory Time:** In lieu of overtime pay, an FLSA non-exempt employee
11 may request, in writing, prior to working the overtime, compensatory time at the rate of time and one
12 half (1-1/2) for each hour of overtime that was worked; provided, use of all compensatory time must
13 be authorized by Sheriff/designee. If an employee's request for use of compensatory time is denied,
14 the overtime work will be compensated with overtime pay. A denial of a request to be compensated
15 for overtime hours worked with compensatory time rather than overtime pay is within the discretion
16 of the Sheriff/designee and is not subject to the grievance procedure of this Agreement, but may be
17 discussed in labor management meetings. For example, the accrual of compensatory time may not be
18 approved in lieu of overtime pay when the overtime worked is backfill coverage for someone already
19 on compensatory leave.

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

22 A. A maximum of forty (40) straight time hours may be accrued at any given time in
23 a renewable bank.

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

28 C. Compensatory time must be accrued before it is requested. Once compensatory

1 time is approved, it will not be rescinded unless the employee has insufficient accrued compensatory
2 time to cover the absence.

3 **D.** When an employee requests to use accrued compensatory time, compensatory time
4 will be treated equivalent to vacation leave. When such a request is submitted, it will be granted
5 within a reasonable period of time after such request, unless to do so will “unduly disrupt” the
6 operations of the KCSO.

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

9 **Section 8.7. Voluntary Training:** Employees who request training on a voluntary basis will
10 not be paid for study time associated with said training, nor will overtime compensation be paid for
11 workdays that extend beyond the normal contractual workday if said workday is part of the normal
12 training schedule; provided, however, employees who are required to attend by the KCSO will be
13 paid their regular wage for attending training plus any overtime, if applicable, pursuant to the
14 overtime provisions of this Agreement. The County and Guild agree that maintaining and building
15 on an employee’s skills and knowledge is beneficial to providing quality services to the
16 public. Therefore, employees are encouraged to take advantage of opportunities available, and the
17 county will make every effort to allow employees reasonable time to attend training sessions in their
18 field. Employees shall be paid their regular wages while attending approved and job-related
19 training. In addition, the county shall provide (in house or otherwise), at no cost to eligible staff (as
20 defined in Section 7.10), the amount and type of training required to maintain IAI certification in
21 their fields.

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

24 **Section 8.8.** Overtime-eligible employees who receive work related calls at home on their off
25 hours shall be paid overtime for hours worked as long as the work is a minimum of eight (8)
26 consecutive minutes. Such overtime will be paid in fifteen (15) minute increments.

27 **ARTICLE 9: HOURS OF WORK**

28 **Section 9.1. Work Schedules:** The working hours of full-time employees shall be forty (40)

1 hours per week. Except during the week in which a shift rotation occurs, the standard workweek will
2 generally consist of five (5) consecutive work days, not to exceed eight (8) hours each day, followed
3 by two (2) consecutive days off, or four (4) consecutive work days, not to exceed ten (10) hours each
4 day, followed by at least two (2) consecutive days off. Variations to work schedules, including the
5 length of the workday and days off may be approved upon employee request and with approval of the
6 Sheriff/designee. During a shift rotation the standard workweek may vary; however, all overtime
7 shall be paid pursuant to the terms of Article 8 in this Appendix.

8 **Section 9.2.** The establishment of reasonable work schedules and starting times is vested
9 solely within the purview of the KCSO and may be changed from time to time provided a two (2)
10 week prior notice of change is given; except, in those circumstances over which the KCSO cannot
11 exercise control; provided, the required two (2) calendar week (or ten (10) working days) notification
12 period shall not commence until the employee has received verbal or written notification of the
13 proposed change.

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

16 **Section 9.3. Minimum Standards:** If any provision in this article shall conflict with the
17 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

18 **Section 9.4. Employee Requests:** Work schedules may be altered, upon written request of
19 the employee, to a flex schedule, a 4/10 schedule or an alternative schedule mutually agreed upon by
20 the employee and the Sheriff/designee, for so long as the parties agree in writing.

21 **Section 9.5. Job Sharing:** If two (2) employees in the same job classification and work site
22 wish to job share one (1) full-time position, they shall submit such a request in writing to their
23 immediate supervisor. The request shall be transmitted to the Sheriff/designee. The Sheriff/designee
24 shall have ninety (90) days from the date he/she receives the request to review the request and either
25 approve or deny the request for job sharing. Employees who job share one (1) full-time position shall
26 receive pro-rata benefits except medical benefits shall be granted on the same basis as other half-time
27 County employees. In the event that one of the job-sharing employees terminates his/her
28 employment (voluntarily or involuntarily), the County shall have the following options:

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

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

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

5 **Section 9.6. Shift Bidding:** Once a year in an annual bid, employees will be able to select
6 their preferred shift in order of seniority; provided, however, that the Sheriff/designee may reassign
7 such employees for legitimate operational needs or for cause. In units that rotate shifts during the
8 year, the shift bid will be routed by seniority as many times as needed, with each employee selecting
9 one shift per routing. Changes in the number of shift rotations per year in each unit shall be
10 bargained with the Guild.

11 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

12 Group medical, dental and life insurance programs will be maintained in accordance with
13 Article 25 of the MLA.

14 **ARTICLE 11: MISCELLANEOUS**

15 **Section 11.1. Leave of Absence for Guild Employment:** An employee elected or appointed
16 to office in the Guild which requires a part or all of his/her time shall be given leave of absence up to
17 one (1) year without pay upon application. MLA Article 22 regarding Union Leave shall not apply to
18 this bargaining unit.

19 **Section 11.2. Mileage Reimbursement:** Is pursuant to the MLA Article 24.

20 **Section 11.3. Civil Service Hearings, Labor Arbitrations, PERC Hearings:** Employees
21 who may be called to testify, or are required to attend in his/her official Guild capacity, in
22 proceedings before the Civil Service Commission, the Public Employment Relations Commission, or
23 a Labor Arbitration may be allowed to attend without loss of pay provided prior permission is granted
24 by the Sheriff/designee, and no overtime is incurred. No more than one (1) employee will be granted
25 permission to attend proceedings in his/her official Guild capacity without loss of pay.

26 **Section 11.4. Guild Business:** The Sheriff/designee shall afford Guild representatives a
27 reasonable amount of time while on on-duty status to consult with appropriate management officials
28 and/or aggrieved employees, provided that the Guild representative and/or aggrieved employees

1 contact their immediate supervisors, indicate the general nature of the business to be conducted and
2 request necessary time without undue interference with assignment duties. Time spent on such
3 activities shall be recorded by the Guild representative on a time record provided by the supervisor.
4 With management approval, the President and Vice Presidents of the Guild shall be allowed to flex
5 their work schedules so as to perform the above duties on work time. Guild representatives shall
6 guard against use of excessive time in handling such responsibilities. Approval to conduct Guild
7 business on work time shall not result in any additional expense to the County, such as overtime,
8 backfill overtime, parking fees, or mileage reimbursement.

9 **Section 11.5. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line
10 of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
11 department expense, not to exceed one-hundred fifty dollars (\$150).

12 **Section 11.6. Mandatory Higher Education:** Employees who are required to obtain
13 additional formal education beyond that initially required for employment shall be allowed time off
14 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion
15 of the Sheriff/designee.

16 **Section 11.7. Jury Duty:** Is pursuant to the MLA Article 5, except as modified below.

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

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

1 regular duties.

2 **Section 11.8. Bus passes:** Are pursuant to the MLA Article 38.

3 **Section 11.9. Essential Personnel:** The KCSO will notify those employees determined to be
4 essential personnel with the goal of including as few non-commissioned employees as reasonably
5 necessary to meet the needs of the County and the KCSO.

6 **Section 11.10. The Guild Negotiating Committee:** Employees who serve on the Guild
7 Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the
8 County provided that the compensated members of the Guild Negotiating Team shall be comprised of
9 three (3) members or less; and provided further, that prior approval is granted by the Sheriff/designee.
10 Approval for time off shall not result in any additional expense to the County, such as overtime,
11 backfill overtime, parking fees, or mileage reimbursement.

12 **Section 11.11. Probationary Period:** All new and reinstated regular employees serve a
13 probationary period of up to one (1) year from the date of their appointment. During this period, the
14 employee is evaluated as a part of the final selection process. Appointment to a Civil Service or
15 Career Service position is not considered final unless the employee successfully completes a
16 probationary period. To the extent permitted by law, the probationary period may be automatically
17 extended for absences from work, or any period during which the employee cannot perform the
18 essential functions of the job, day for day after 10 (ten) work day absences.

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

22 **Section 11.12. Off Duty Employment:** Off-duty employment will be governed by applicable
23 Standard Operating Procedures and any revisions to mandatory subjects thereto as agreed upon by the
24 Guild and the County.

25 **Section 11.13. Uniforms:** Uniformed positions will have items provided in the following
26 manner:

27

- Uniform shirts are provided and required for Identification Technicians and

28 Processing Technicians. A pant option will be provided for Processing Technicians, but is not

1 required.

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

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

9 **ARTICLE 12: GRIEVANCE PROCEDURE**

10 **Section 12.1. Purpose:** The County and the Guild recognize the importance and desirability
11 of settling grievances promptly and fairly in the interest of continued good employee relations and
12 morale. In furtherance of this objective, the County, KCSO, and the Guild will extend every effort
13 to settle grievances at the lowest possible level of supervision. MLA Article 26 and Article 27
14 regarding Grievance Procedure and Discipline and Sunset Clause shall not apply to this bargaining
15 unit.

16 **Section 12.2.** Employees will be unimpeded and free from restraint, interference, coercion,
17 discrimination or reprisal in seeking adjudication of their grievances.

18 **Section 12.3. Definition:** Grievance - A grievance shall be defined as a dispute or
19 disagreement with regard to the interpretation or application of the specific provisions of this
20 Agreement.

21 Throughout the grievance procedure, an aggrieved employee shall have the right to represent
22 himself/herself, so long as any resolution is not inconsistent with the terms of this Agreement and as
23 long as the Guild has been provided notice and an opportunity to attend any meeting called to resolve
24 the grievance. Nothing in this section shall be construed so as to grant employees the right to proceed
25 to arbitration which right shall be reserved to the Guild in its discretion in accordance with its duty of
26 fair representation. Verbal reprimands are not subject to the last step (arbitration) of the grievance
27 procedure outlined in this Agreement.
28

1 **Section 12.4. Grievance Content:**

2 The written grievance must:

3 A. Fully describe the alleged violation and how the employee(s) was adversely
4 affected;

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

6 C. Specify the remedy or solution being sought.

7 **Section 12.5. Procedure:**

8 **A. Step 1 – Operations Manager:** A grievance shall be presented in writing within
9 fourteen (14) calendar days of the alleged violation giving rise to the grievance, to the operations
10 manager. In those instances where disciplinary action is based on reasonable evidence of the
11 commission of a crime, or the proposed discipline involves suspension or termination of the
12 employee, the grievance procedure will begin at Step 3.

13 The operations manager shall gather all relevant facts and shall attempt to resolve the matter.
14 The operations manager shall present his/her decision within ten (10) calendar days of receiving the
15 written grievance. If a grievance is not pursued to the next Step within ten (10) calendar days from
16 the date of the written decision, it shall be presumed resolved.

17 **B. Step 2 - Section Manager:** If, after thorough discussion with the operations
18 manager the grievance has not been satisfactorily resolved, the grievance shall be presented in writing
19 to the section manager for investigation, discussion and written reply. The section manager shall
20 issue his/her written decision within ten (10) calendar days of receiving the grievance. If the
21 grievance is not pursued to the next higher level within ten (10) calendar days from the date of the
22 written decision, it shall be presumed resolved.

23 **C. Step 3 - Division Chief/Office of Labor Relations:** If, after thorough evaluation,
24 the decision of the section manager has not resolved the grievance, the grievance shall be presented in
25 writing to the Division Chief. The Chief will consult with the Office of Labor Relations (OLR) to
26 determine if the issue presented constitutes working conditions (KCSO) and/or
27 compensation/benefits (OLR) and coordinate who will hear and respond to the grievance. Notice of
28 who shall respond to the grievance shall be provided to the Guild within ten (10) business days of

1 receipt of the Step 3 grievance. All documents previously submitted to the prior grievance Steps
2 shall be provided for review and consideration at this step. Either the Division Chief or OLR may
3 interview the employee and/or his/her representative and receive any additional related evidence
4 which he/she may deem pertinent to the grievance. Either the Division Chief or OLR shall make
5 his/her written decision available within ten (10) calendar days of meeting with the employee and/or
6 Guild. If the grievance is not pursued to the next higher level within ten (10) calendar days from the
7 date of the written decision, it shall be presumed resolved.

8 **D. Step 4 - Arbitration:** The Guild may request arbitration within forty-five (45)
9 calendar days of the date of the Step 3 decision, and must specify, in writing, the exact question
10 which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an
11 arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall
12 be selected from a panel of seven (7) arbitrators furnished by the PERC or the Federal Mediation and
13 Conciliation Service (FMCS), or by another agency if the parties mutually agree. The arbitrator will
14 be selected from the list by both the County representative and the Guild, each alternately striking a
15 name from the list until one (1) name remains. The arbitrator, under voluntary labor arbitration rules
16 of the American Arbitration Association, shall be asked to render a decision promptly and the
17 decision of the arbitrator shall be final and binding on both parties.

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

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

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

27 **Section 12.6.** By mutual agreement, the parties may call in a mediator prior to arbitration to
28 attempt to resolve the dispute. The parties shall jointly select the mediator who will hear both sides

1 of the dispute and attempt to bring the parties to an agreement. The mediator may not bind the
2 parties to any agreement, as mediation is a voluntary process. Parties are encouraged to participate in
3 good faith mediation and nothing the mediator says shall be admissible in arbitration.

4 **Section 12.7.** Time restrictions may be waived in writing by consent of both parties.

5 **Section 12.8. Multiple Procedures:** If employees have access to multiple procedures for
6 adjudicating grievances, then selection by the employee of one procedure will preclude access to
7 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
8 procedure.

9 **Section 12.9. Just Cause/Progressive Discipline:** No regular employee may be issued a
10 written reprimand, suspended without pay, transferred or given a shift change for disciplinary
11 reasons, demoted or discharged except for just cause. In addition, the County will employ the
12 concept of progressive discipline in appropriate cases. The County's policy is that discipline is
13 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may
14 result in discharge, disciplinary transfer, or other disciplinary action that do not require progressive
15 corrective action.

16 **ARTICLE 13: BULLETIN BOARDS AND ELECTRONIC DEVICES**

17 Guild use of County bulletin boards and electronic devices are pursuant to the MLA
18 Article 23.

19 **ARTICLE 14: NON-DISCRIMINATION**

20 **Section 14.1.** The County or the Guild shall not unlawfully discriminate against any
21 individual with respect to compensation, terms, conditions, or privileges of employment because of
22 race, color, creed, age, sex or gender, sexual orientation, gender identity or expression, marital status,
23 religion or religious affiliation, ancestry, national origin, honorably discharged veteran or military
24 status and disability.

25 **Section 14.2.** The parties agree that personnel actions may be taken to accommodate
26 disabilities, as may be required under the Americans with Disabilities Act (ADA), or Washington
27 Law Against Discrimination (WLAD) and that such an accommodation under the ADA or (WLAD)
28 shall take precedence over any conflicting provisions of this agreement.

1 **Section 14.3.** Grievances under this Article may proceed through Step 4 only and may not go
2 to arbitration. The employee's right to file a complaint with an administrative agency under the
3 appropriate County, State, or Federal law is not limited by this Article but such rights are subject to
4 the appropriate statutes of limitations contained in such laws.

5 **ARTICLE 15: SAVINGS CLAUSE**

6 Should any part of this Agreement or any provision contained herein be rendered or declared
7 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of
8 competent jurisdiction, such invalidation of such part or portion of this Agreement shall not
9 invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree
10 to meet and negotiate such parts or provision affected. The remaining parts or provisions shall
11 remain in full force and effect.

12 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

13 **Section 16.1. No Work Stoppages:** The County and the Guild agree that the public interest
14 requires efficient and uninterrupted performance of all County services, and to this end pledge their
15 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall
16 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
17 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
18 County functions by employees under this agreement and should same occur, the signatory
19 organization agrees to take appropriate steps to end such interference. Any concerted action by any
20 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have
21 occurred.

22 **Section 16.2. Guild Responsibilities:** Upon notification in writing by the County to the
23 Guild that any of its members are engaged in a work stoppage, the Guild shall immediately, in
24 writing, order such members to immediately cease engaging in such work stoppage and provide the
25 County with a copy of such order. In addition, if requested by the County, a responsible official of
26 the Guild shall publicly order such represented employees to cease engaging in such a work stoppage.

27 **Section 16.3. Disciplinary Action:** Any employee who commits any act prohibited in this
28 article will be subject to the following action or penalties:

1 A. Discharge.

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

3 **ARTICLE 17: WAIVER CLAUSE**

4 **Section 17.1.** The parties acknowledge that each has had the unlimited right within the law
5 and the opportunity to make demands and proposals with respect to any matter deemed a proper
6 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
7 in this Agreement. Therefore, the County and the Guild, for the duration of this Agreement, each
8 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not
9 specifically referred to or covered by this Agreement.

10 **Section 17.2.** The parties agree that in the event they enter into agreement, such as
11 memoranda of understanding, during the life of this agreement, such agreements are binding when
12 signed by authorized representatives and subject to each party's ratification process, if required.

13 **ARTICLE 18: REDUCTION-IN-FORCE**

14 **Section 18.1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall
15 be laid off according to inverse seniority within the classification, with the employee with the least
16 time being the first to be laid off. In the event there are two (2) or more employees eligible for layoff
17 within the KCSO with the same classification seniority, the Sheriff/designee will determine the order
18 of layoff based on employee performance; provided, no regular or probationary employee shall be
19 laid off while there are temporary employees serving in the classification or position for which the
20 regular or probationary employee is eligible and available. Each regular employee will have an
21 adjusted service date based on their length of service within their classification and KCSO.

22 **Section 18.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
23 probationary employee may on the basis of classification seniority, bump the least senior employee in
24 any lower level position (within the KCSO and bargaining unit) formerly held by the employee
25 designated for layoff, provided that the employee exercising his/her right to bump has more seniority
26 in the classification than the employee who is being bumped.

27 **Section 18.3. Re-Employment List:** The names of laid off employees will be placed in order
28 of layoff (with the employees with the most seniority as defined above placed at the top of the list) on

1 a Re-employment List for the classification previously occupied. The Re-employment List will
2 remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever
3 occurs first.

4 **ARTICLE 19: PRODUCTIVITY STANDARDS**

5 **Section 19.1.** Work procedures, including production standards may be established and
6 revised from time-to-time by the County. Notwithstanding this fact, the County and Guild expressly
7 agree to establish a joint labor management committee to review and evaluate the efficacy and
8 appropriate level of production standards, including methods of communication related to production
9 standards, in an effort to enhance unit effectiveness and improve employee productivity and morale.
10 Any changes to production standards shall be discussed in the labor management committee and any
11 change that impacts a mandatory subject is subject to negotiations in accordance with the law.

12 **Section 19.2.** The County will take into consideration overall workload, types of cases,
13 approved leaves, and time availability for individual employees. The County acknowledges that any
14 productivity standards are only a starting point in assessing an employee's productivity, and that
15 other factors listed above will be considered in the overall assessment.

16 **ARTICLE 20: TRANSFERS AND PROMOTIONAL OPPORTUNITY**

17 **Section 20.1. Transfers:** Identification Technicians, Tenprint Examiners, and Processing
18 Technicians may submit written requests for transfer or reassignment between work units. Such
19 requests shall be given full consideration by KCSO.

20 **Section 20.2. Promotional Opportunity:** Bargaining unit members may apply for
21 promotional opportunities within the KCSO. If after applicable Civil Service and County testing,
22 there is no bargaining unit member within the top-scoring pool of applicants to be considered under
23 the County's application of relevant Civil Service rules, then the highest scoring bargaining unit
24 member who has successfully made the Civil Service list shall be added to the pool of applicants
25 eligible for consideration. Should there be a tie for highest score in that situation, such members shall
26 be placed in the pool.

27 **ARTICLE 21: PERFORMANCE EVALUATION APPEALS**

28 **Section 21.1.** If an employee challenges the fairness or accuracy of their annual performance

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

14 **Section 21.2.** The employee must specifically point out to the panel which parts of the
15 evaluation are being appealed. A copy of the evaluation and identification of the specific portions of
16 the evaluation that are the subject of the appeal shall be provided via email to panel members in
17 advance of the hearing, as agreed by the panel. Additional documentation may be provided by the
18 reviewer or appellant for the panel's consideration, and should be provided in advance of the hearing
19 if possible.

20 **Section 21.3.** Anyone involved in the review of the appeal may not sit on the panel. The
21 employee shall be solely responsible for presenting his/her perspective of the appraisal to the panel.
22 The individual responsible for evaluating the employee shall be solely responsible for presenting
23 his/her perspective to the panel.

24 **Section 21.4.** The panel may issue an oral opinion at the time of the hearing, or deliver its
25 opinion in writing within seven (7) working days to the parties via email. The panel reviews the
26 relevant evidence and votes to either modify the appraisal or preserve the original appraisal.
27
28

1 **ARTICLE 22: DURATION**

2 Is pursuant to Article 31 of the MLA.

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5 APPROVED this 14 day of MARCH, 2018.

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9 By: 

10 King County Executive

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12 King County Sheriff's Office:

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14
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16 Mitzi Johanknecht
17 Sheriff

18 King County Sheriff's Office

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20 King County Regional AFIS Guild:

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23 Scott Verbonus
24 Guild President

Addendum A - Wages
King County Regional AFIS Guild
Automated Fingerprint Identification System - King County Sheriff's Office

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

Job Class Code	People Soft Job Class 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
4401100	441504	Tenprint Information Specialist	41	Range 41, Step 1	Range 41, Step 2	Range 41, Step 3	Range 41, Step 4	Range 41, Step 5	Range 41, Step 6	Range 41, Step 7	Range 41, Step 8	Range 41, Step 9	Range 41, Step 10

*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 Class 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
5231100	523103	Identification Technician	49	Range 49, Step 1	Range 49, Step 2	Range 49, Step 4	Range 49, Step 6	Range 49, Step 8	Range 49, Step 10
5235100	523801	Processing Technician	49	Range 49, Step 1	Range 49, Step 2	Range 49, Step 4	Range 49, Step 6	Range 49, Step 8	Range 49, Step 10
5231300	523702	Tenprint Examiner	49	Range 49, Step 1	Range 49, Step 2	Range 49, Step 4	Range 49, Step 6	Range 49, Step 8	Range 49, Step 10
5232100	523303	Latent Print Examiner	57	Range 57, Step 1	Range 57, Step 2	Range 57, Step 4	Range 57, Step 6	Range 57, Step 8	Range 57, Step 10

ADDENDUM B STEP PROGRESSION

1. All step increases are based upon satisfactory performance during previous service.
2. Step Progression: Employees covered by this Agreement who start at step 1, shall automatically (consistent with other provisions of this Agreement 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 until they have reached the top step of their range. 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 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" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.
6. Temporaries: Term-Limited Temporary Employees shall also automatically advance through the Steps of their salary range, but do not serve probation, and are not subject to a just cause requirement. Temporaries shall not receive step increases.
7. New King County Career or Civil Service employees, who have relevant experience as temporary employees either as temporary or as term-limited temporaries with KCSO in the same classification to which they are hired, should be given appropriate credit for such prior service with respect to step placement.
8. The parties agree that KCSO has discretion to place employees with or without prior KCSO service in a classification at the step it believes is appropriate, consistent with other Agreement provisions and King County rules. This applies whether the employee is a new employee, a lateral hire, a new Civil Service or Career Service employee, a transfer or a promoted employee.

ADDENDUM C OUT-OF-CLASS WORK

1. The 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 2 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. The 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. KCSO is responsible for seeing that all employees are adequately trained and are qualified to perform the work they are required to perform.

c. KCSO 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 KCSO to require one (1) employee to complete each and every duty of two (2) full-time jobs at one time. When an employee is asked to temporarily perform the duties of another classification both KCSO 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 KCSO determines that there are no qualified volunteers available KCSO 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 KCSO and the Guild 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 KCSO 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.

ADDENDUM D
TRANSITION TO BIWEEKLY PAY

1. As provided for in the Agreement, Section 3.3, the County is entitled to implement a biweekly payroll schedule for employees now represented by the Guild.

2. 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.

3. 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.

4. 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.

5. 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.

6. The County agrees to provide briefings on the progress of the transition to Guild 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.

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

ADDENDUM E

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

1. Payment practice: For as long as the KCSO is paid on a semi-monthly basis, the Guild 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 KCSO's 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 thirty (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 KCSO 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 KCSO's 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 KCSO's policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Authorized Employee will award one (1) hour of straight time pay for each incident of overtime that is paid one (1) 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 (1) KCSO Chief appointed by the Sheriff and one (1) Guild 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 KCSO's policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one (1) hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized Employee, and may issue an appropriate additional remedy

ADDENDUM E
PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

for late payment beyond one (1) pay period, if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by 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 agreement covering the employees represented by the Guild. Matters submitted to the Payroll Review Board may not be submitted to the collective bargaining agreement's 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 agreement, 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.

ADDENDUM F
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.