AGREEMENT
by and between
KING COUNTY, WASHINGTON
And
KING COUNTY COURT PROTECTION GUILD
January 1, 2012 through December 31, 2016

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AGREEMENT

by and between

KING COUNTY, WASHINGTON

and

KING COUNTY COURT PROTECTION GUILD

January 1, 2012 through December 31, 2016

This collective bargaining agreement (Agreement) is by and between King County (County), and the King County Court Protection Guild, (Guild).

ARTICLE 1: GENERAL

1.1. Purpose - The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours and other working conditions of such employees provided the County has authority to act on such matters.

1.2. Non-Discrimination - The County and the Guild shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation, veteran's status or disability.

1.3. Work Stoppages and County Protection - The County and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with County functions by employees under this Agreement and should same occur, the Guild shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining 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rescinded by the Sheriff if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his/her automatic resignation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.

2.2. Guild Membership - It shall be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in

good standing in the Guild, or pay an agency fee to the extent permitted by law.

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

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

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

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

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

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

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

- The responsibility of the County for determining classifications, assigning employees to classifications, determining the status and tenure of employees, establishing work rules, initiating and promoting employees, transferring employees, and certifying payrolls;
- The responsibility of the County governed by charter provisions, ordinances, and Civil Service Rules which include, but are not limited to the following:
  - To relieve employees from duties because of lack of work, lack of funds or reasons of efficiency;
  - To determine the methods, means, and employees necessary for operations;
  - To control the budget; and
  - To take whatever actions are necessary in emergencies in order to assure the proper functioning of the County.
  - To implement a biweekly pay system consistent with Appendix A that will change scheduled pay dates and convert pay and benefits into hourly increments.

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

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

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

3.11. Early Intervention Systems (EIS) - Consistent with the authority retained in Article 3, the County has the right to develop and implement an EIS system consistent with KCSO's policies and procedures. See Appendix E: Early Intervention System.

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

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

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

ARTICLE 4: WAGES AND OVERTIME

4.1. The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Addendum A which is attached hereto and made a part of this Agreement.

4.2. Except as otherwise provided in this Article, regular employees assigned to five (5) day, eight (8) hour shifts (5/8) shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in a workweek. Regular employees assigned to four (4) day, ten (10) hour shifts (4/10) shall be paid at the rate of one-and-one-half (1-1/2) times the employee's regular rate of pay for all hours worked in

excess of ten (10) hours in one (1) day, or forty (40) hours in a workweek.

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

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

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

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

4.5. Compensatory Time - With mutual agreement of the County and the regular employee, compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time may be accrued to a maximum of sixty (60) hours. Requests to use compensatory time will be approved at the discretion of KCSO and in accordance with the law. Compensatory time accrued shall be used during the calendar year in which it is earned unless such utilization is not feasible due to the work demands of the position, in which case the employee may request and the Commander/designee may approve the carryover of a maximum of sixty (60) hours of accrued compensatory time to the next calendar year. Carried-over compensatory hours must be used within the first quarter (1/4) of the new year.

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

4.7. Training

The County shall endeavor to schedule training during the employee's regular work shift. In the event that training is scheduled on an employee's furlough day a minimum of four (4) hours at the overtime rate shall be allowed for each occasion. Where such overtime exceeds four (4) hours, the

actual hours worked shall be allowed at the overtime rate. Portal-to-portal shall be paid based on the shortest distance and time estimate as computed by MapQuest or other comparable on-line mapping programs. Travel greater than fifteen (15) miles outside King County is not paid.

ARTICLE 5: HOURS OF WORK

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

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

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

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

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

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

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

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

5.1.2. Should the County decide to implement a change in building or court hours, the County

will meet to discuss the impact of such change on the bargaining unit.

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

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

5.3. Post and Shift Assignments - When making post and shift assignments for regular employees, the County shall consider seniority. Operational needs shall be the primary consideration when making post and shift assignments. Location assignments will be bid on once per year. Employees will designate a first and second choice on their bid submission.

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

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

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

ARTICLE 6: SENIORITY

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

6.2. An employee shall be recognized as having attained seniority and regular employment status when such employee shall have successfully completed a probation period of twelve (12) consecutive months. Upon completion of the employee's probation period s/he shall be assigned a

classification seniority date which shall be the date when s/he first commenced his/her twelve (12) month probation.

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

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

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

6.2.4. When a regular employee is, or has been, promoted or transferred from the bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee may be returned to the unit by the County and s/he shall resume his/her seniority which s/he had as of the date of promotion or transfer; provided however, in the event any such employee remains outside of the bargaining unit for a period exceeding twelve (12) months, s/he shall not have his/her bargaining unit seniority restored upon his/her return to the bargaining unit.

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

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

- Discharge for just cause.
- Resignation; provided however, in the event an employee who has completed

his/her twelve (12) month probation period is rehired to a classification covered by this Agreement within twelve (12) months from the date of his/her resignation, that employee shall then be credited with all his/her seniority credits previously existing on his/her last day worked.

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

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

6.7. Seniority Lists - The Guild shall maintain the seniority list and it will provide a copy to the County upon written request.

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	
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. All full-time holiday eligible employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be added to accrued vacation in the pay period that includes the first of October, and one (1) day in the pay period that includes the first of November of each year. These days can be used in the same manner as any vacation day earned.

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

accrue up to sixty (60) days (240 hours) of vacation leave. Employees shall use vacation leave beyond the maximum accrual amount on or before the last pay period that includes December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Commander/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

8.3. An employee shall not be granted vacation leave if not previously accrued. Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service, except as provided under the Washington State Family Care Act, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

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

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

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

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

8.8. Vacation Scheduling - Vacations shall be scheduled up through April 1st of each year on a seniority basis. Vacation requests submitted after April 1st shall be approved on a first come first serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be requested at least three (3) working days in advance. A vacation of more than one (1) day shall be requested two (2) weeks in advance. If the need arises, an individual may contact his/her Commander/designee and request emergency vacation. Approval of emergency vacation shall be at

the discretion of the Commander/designee.

8.8.1. All vacation requests shall receive a definite written yes or no response as soon as possible from the submission of same. Once approved the County shall not rescind the vacation, unless an emergency exists.

ARTICLE 9: SICK LEAVE

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

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

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

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

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

9.6. Pay upon Separation - A regular employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of his/her unused, accumulated sick leave multiplied by the

employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. Retire as a result of length of service means an employee is eligible, applies for and begins drawing a pension from the Public Employment Retirement System (PERS) or the City of Seattle Retirement Plan immediately upon terminating County employment.

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

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

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

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

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

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

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

B. Exposure to contagious diseases and resulting quarantine.

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

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

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

F. To care for other family members, if:

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

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

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

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

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

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

9.11. King County Family Medical Leave (KCFML) - An employee who has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 9.10.E and 9.10.F combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, as defined under the FMLA, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

A. Birth or Adoption - When a leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's Commander/designee.

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

C. Temporary Transfer - If an employee requests intermittent leave or leave on a reduced leave schedule, under Section B. above, that is foreseeable based on planned medical treatment, the Commander/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

9.11.1. Concurrent Time - Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

9.11.2. Insurance Premiums - The County will continue its contribution toward health care during any unpaid leave taken under Section 9.11.

9.11.3. Return to Work from Unpaid Leave - An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position s/he held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

9.11.4. Failure to Return to Work - Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

9.12. Provider Certification - The Commander/designee and employee is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

9.13. Definition of Child - For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

9.14. Employees shall be entitled to family medical leave as provided by the KCFML, the FMLA and any Washington state laws that provide for family medical leave.

ARTICLE 10: OTHER PAID LEAVES

10.1. Donation of Vacation and Sick Leave.

A. Vacation leave hours

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

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

3. Return of Unused Donations - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

B. Sick leave hours

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

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

3. Return of Unused Donations - Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

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

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

10.2. Leave - Organ Donors - The Commander/designee will allow an employee eligible for paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave provided;

A. Notification - The employee gives the Commander/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

B. Provider Certification - The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow,

a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

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

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

10.3. Bereavement Leave

A. An employee eligible for paid leave will be entitled to three (3) working days of bereavement leave due to death of a member of his/her immediate family.

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

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

10.4. School Volunteers - An employee eligible for paid leave will be allowed the use of up to three (3) days of sick leave each year to allow the employee to perform volunteer services at the school attended by the employee's child provided; an employee requesting to use sick leave for this purpose will submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

10.5. Jury Duty - An employee eligible for paid leave who is ordered on a jury will be 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 - A leave of absence for active military duty or active military training duty will be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the Commander/designee in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

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

11.1. The County presently participates in group medical, dental, vision, life insurance and long-term disability insurance programs. The County agrees to maintain such programs during the term of this Agreement, provided that the Guild and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

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

ARTICLE 12: UNIFORMS

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

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 at a rate consistent with the King County Code and 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 (consistent with KCSO's rules). 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 Agreement.

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

14.5. Employees, whether Guild members or not, shall have no independent unilateral

privilege or right to invoke the grievance procedure.

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

14.7. STEP 1 - A grievance shall be presented by the Guild within (10) calendar days of the occurrence of such grievance to the unit's Commander. The grievance shall be in writing, and shall specify the contract provisions the Guild argues have been violated, and the factual basis underlying the alleged contract violation. The Commander shall gain all relevant facts, discuss the same with relevant personnel and attempt to adjust the matter and notify the employee within fifteen (15) calendar days after receipt of the grievance.

14.8. STEP 2 - If the grievance has not been satisfactorily resolved, the Guild representative shall advance the grievance to the division Chief within fifteen (15) calendar days. Any additional information shall then be presented to the Chief for investigation, discussion and written reply. The Chief shall make a written decision available to the aggrieved employee and the Guild within fifteen (15) calendar days.

14.9. STEP 3 - If the decision of the Chief has not resolved the grievance to the satisfaction of the Guild, the grievance shall be presented to the King County Office of Labor Relations within fifteen (15) calendar days for a Step 3 meeting for a joint committee or equal representation from the Guild, KCSO and the County with a maximum of two (2) for each side. This committee shall attempt to resolve the grievance within fifteen (15) calendar days.

14.10. STEP 4 - Should this committee be unable to resolve the grievance, either the County, KCSO or the Guild may request arbitration specifying the exact question which it wishes to be arbitrated, the Section of the Agreement violated and the remedy sought provided such request has been initiated within ninety (90) calendar days from the date the grievance was brought to the attention of the Commander provided for in STEP 1. The committee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7) names furnished by the American Arbitration Association. The arbitrator shall be selected from the

list by both the County representative and the Guild representative each alternately striking a name from the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon all parties to the dispute.

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

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

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

ARTICLE 15: EMPLOYEE RIGHTS

15.1. All regular employees within the bargaining unit shall be entitled to the protection of the provisions contained in Appendix C.

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

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

ARTICLE 16: DURATION

16.1. Except for those provisions that state otherwise, this Agreement and each of its provisions shall become effective upon ratification by the King County Council and shall cover the time period January 1, 2012 through December 31, 2016.

APPROVED this 21 day of SEPTEMBER, 2015.

By: _____

King County Executive

_____ 08-19-2015

Mike Miner Date
President
King County Court Protection Guild

King County Sheriff's Office:

_____ July 10, 2015

John Urquhart Date
Sheriff
King County Sheriff's Office

CBA Code: 226 **Union Code(s): K2**

ADDENDUM "A"
to the
AGREEMENT
by and between
KING COUNTY, WASHINGTON
and
KING COUNTY COURT PROTECTION GUILD
(Representing King County Marshals)
January 1, 2012 through December 31, 2016

This Addendum is supplemental to the Agreement.

Job Class Code	PeopleSoft Job Code	Classification	Year	STEP 6 00-12m	STEP 7 13-24m	STEP 8 25-36m	STEP 9 37-48m	STEP 10 49m +
5103100	515101	County Marshal	2015	$29.1641	$29.8640	$30.5807	$31.3146	$32.0662
			2016	$29.7474	$30.4613	$31.1923	$31.9409	$32.7075

Wage Range - County Marshal pay range is Range 47 on the 2014 King County Squared Table. The wage range increases for 2015 and 2016 shall be 2% 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 reflect their regular monthly work schedule.

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

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.

APPENDIX A

TRANSITION TO BIWEEKLY PAY

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

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

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

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

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

10. 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.

11. 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 Appendix.

APPENDIX B

PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

1. Payment practice: For as long as the King County Sheriff's Office is paid on a semi-monthly basis, the 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 King County Sheriff's Office policies for "acting" pay will be paid his or her pay by the 1st pay date of the following month. If this request is submitted on the 16th through the end of the month, the pay will be paid on the 2nd pay date of the following month. This section shall not apply when there is a bona fide dispute as to the underlying pay.

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

3. The Payroll Review Board: The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one 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 King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized Employee, and may issue an appropriate additional remedy

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

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

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

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

APPENDIX C

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.

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

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

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

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

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

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

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

Motion No. 1169 is hereby rescinded.

PASSED this 5th day of March, 1990

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairperson

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPENDIX D

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.

APPENDIX E

EARLY INTERVENTION SYSTEM

The County has implemented an Early Intervention System. The Early Intervention System is designed as an integral component of the Department's performance appraisal process. However, unlike an after-the-fact review, such as an annual evaluation, it is intended to anticipate potential issues via computer program that monitors certain types of events, that after review may or may not warrant further attention. Any documentation of the application of the Early Intervention System to any member of the bargaining unit will not be recorded in any manner in the employee's performance appraisal forms. The parties recognize that, because Early Intervention is integrally related to the performance review process, any documentation involving an officer's identification for or participation in the program will be confidential and not subject to public disclosure. In the event it is ever determined that such documentation must be produced pursuant to the Public Records Act, the KCSO will suspend the "Flag" function of the database while the parties meet to determine whether and how to revise the program consistent with the intent of this section.

The Early Intervention System will be a data-based management tool designed to identify employees whose performance exhibits potential problems. In response to identified issues, the County shall provide interventions (usually counseling or training) to correct those concerns. The Early Intervention System is only intended to identify performance problems that do not warrant disciplinary action but suggest that an employee may be having problems dealing with workplace issues. No permanent records concerning the data processing operation of the Early Intervention System (including Supervisory responses) will be kept for more than 90 days.

Section 3. The Early Intervention System shall be completely separate from the disciplinary system. Neither IIU nor the King County Office of Law Enforcement Oversight (OLEO) shall have access to early intervention records of any kind. An intervention is not discipline. It will be designed to help employees improve performance through counseling, training or coaching. No record of participation in an Early Intervention Program will be placed in the employee's personnel file or admitted by the County in any disciplinary proceeding for any purpose, unless the issue is initially raised by the Guild.

Section 4. An employee may have access to a read only version of the data related to that employee. These data or indicators are usually already collected in other databases in the agency. The KCCPG will be provided thirty (30) days advance notification when the KCSO has selected the list of indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors. The KCSO will meet to discuss the indicators with the Guild upon request and discharge its obligation to bargain, if any, that the law requires.