KING COUNTY
AND
KING COUNTY REGIONAL AFIS GUILD
NON-COMMISSIONED PROFESSIONAL EMPLOYEES
AT THE KING COUNTY
SHERIFF'S OFFICE

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AND

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NON-COMMISSIONED PROFESSIONAL EMPLOYEES

AT THE

KING COUNTY SHERIFF'S OFFICE

These articles constitute an agreement between King County (the County) and King County Regional AFIS Guild (the Guild), the terms of which have been negotiated in good faith, between the County and the Guild. This Collective Bargaining Agreement (Agreement) shall be subject to adoption by County ordinance.

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

ARTICLE 2: GUILD RECOGNITION AND MEMBERSHIP

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

Section 2.2. Term-limited temporary employees are eligible for wages found under Sections 7.1, 7.2 and 7.7 and Addendum A, paid leaves under Article 4 (Holidays), Article 5 (Vacation Leave), Article 6 (Sick Leave) and Section 11.7 (Jury Duty), and insured benefits under Article 10. Temporary employees are only eligible for wages under Sections 7.1 and 7.2. No other provision in this Agreement applies to temporary employees or term-limited temporary employees.

Section 2.3. ***Guild Security:***

Section 2.4. It shall be a condition of employment that regular, term-limited temporary and temporary, and probationary employees covered by this Agreement shall remain, or on the thirtieth (30th) calendar day following the effective date of this Agreement or hire, whichever is later, become members in good standing in the Guild, or pay an agency fee to the Guild for their representation to the extent permitted by law.

Section 2.5. Provided, however, employees who hold genuine religious beliefs or tenets which object to membership in the Guild, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Guild as a condition of employment. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity mutually agreed upon between the employee and the Guild. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Guild cannot agree on the non-religious charity, the PERC shall designate the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to show proof to the Guild that he/she is eligible for such exemption.

Section 2.6. All initiation fees and dues paid either to the Guild or charity shall be for non-political purposes.

Section 2.7. ***Dues Deduction:*** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild.

Section 2.8. The Guild will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for

the Guild. The Guild agrees to refund to the County any amounts paid to it in error on account of check-off provision upon presentation of proper evidence thereof.

Section 2.9. ***Guild Membership - Informational Form:*** The County will require all new employees, hired in a position included in the bargaining unit to sign a form, which will inform them of the Guild's exclusive recognition. A copy of the form will be sent to the Guild's president.

Section 2.10. ***Bargaining Unit Roster:*** The County will transmit to the Guild a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification and salary.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

D. assigning and directing the work force;

E. developing and modifying class specifications;

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

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

H. reducing the work force;

I. establishing reasonable work rules;

J. assigning the hours of work;

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

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

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

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

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

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

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

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

Section 3.6. ***Performance Review:*** Consistent with the authority retained in Section 3.1,

subsection B supra, KCSO has the right to develop and implement a performance evaluation system according to its policies and procedures.

Section 3.7. ***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 Ordinance(s).

ARTICLE 4: HOLIDAYS

Section 4.1. The County shall observe the following paid holidays and special and limited holidays as declared by the president or governor, and as approved by the Council for regular, probationary and term-limited temporary employees:

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

Section 4.2. ***Date of Observance:*** Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday. Provided further, that employees who work in a twenty-four hour, seven day per week (24/7) operation 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 Section 4.1) 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. ***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. ***Floating Holiday:*** Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be granted in the pay-period that includes the first of October and one (1) day shall be granted in the pay-period that includes the first of November of each year. These hours can be used in the same manner as any vacation day earned.

Section 4.6. ***Holiday Pay Eligibility:*** An employee must be in a pay status the day prior to and the day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five (5) years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

Section 4.7. ***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.

ARTICLE 5: VACATION LEAVE

Section 5.1. ***Accrual - Full-time Employees:*** Full-time regular, probationary and term-limited temporary employees, working forty (40) hours per week, shall receive vacation benefits as indicated in the following table:

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

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

employee working one-half (1/2) time would have a maximum annual vacation accrual of two hundred forty (240) hours.

Section 5.3. Employees may not use accrued vacation leave during their first six (6) months of employment, except as substitution for sick leave pursuant to Section 6.2, or pursuant to a qualifying event under the Washington State Family Care Act.

Section 5.4. ***No County Employment While on Vacation:*** No person shall be permitted to work for compensation from the County in any capacity during the time when vacation benefits are being drawn.

Section 5.5. ***Leave Increments:*** Vacation may be used in one-quarter (1/4) hour increments.

Section 5.6. ***Maximum Payment Upon Termination:*** Upon termination for any reason, the employee, after six (6) months of initial employment, will be paid for unused vacation leave up to a maximum allowable annual accumulated vacation of four hundred eighty (480) hours based on a full-time forty (40) hour work schedule. Vacation payoff shall be calculated by utilizing the employee's base wage rate as set forth in Addendum A and shall also include longevity pay for those who receive it.

Section 5.7. ***Payment Upon Death of Employee:*** In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided by Revised Code of Washington (RCW), Title 11.

Section 5.8. ***Excess Vacation:*** All employees may continue to accrue additional vacation beyond the maximum annual accrual specified herein if, as a result of cyclical workloads or work assignments, accrued vacation will be lost. Employees must use vacation leave in excess of the maximum annual accrual amount (four hundred eighty (480) hours for a forty (40) hour per week employee) on or before the last day of the pay period that includes December 31st of each year.

Section 5.9. ***Vacation Preference:*** Vacation approvals for requests made prior to April 1st of each calendar year shall made on the basis of classification seniority within each unit. Vacation requests submitted after April 1st shall be granted dependent upon operational requirements and on a first-come, first-served basis. Employees who are transferred involuntarily, and who have already had their vacation request approved as specified above, will be allowed to retain that vacation period

regardless of their seniority within the new unit to which they are transferred.

Section 5.10. ***Vacation Donation:*** Employees may donate accrued vacation hours to other eligible County employees consistent with KCC 3.12.223-224.

ARTICLE 6: SICK LEAVE

Section 6.1. ***Accrual:*** Regular, probationary and term-limited temporary employees shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in regular pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to use sick leave if not previously earned.

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

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

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

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

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

Section 6.7. ***Pregnancy Disability:*** Accrued sick leave may be used for absence due to

temporary disability caused by pregnancy.

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

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

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

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

A. Employee illness;

B. Employee disability due to pregnancy or childbirth;

C. Employee exposure to contagious diseases and resulting quarantine;

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

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

F. As required under state or federal law;

G. To volunteer in their child's school for up to a maximum of three (3) days in a calendar year.

Section 6.12. ***Bereavement Leave:***

A. Regular, term-limited temporary and probationary employees shall be entitled to three (3) working days of bereavement leave per occurrence due to the death of members of their immediate family.

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

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

D. For purposes of this Section, "immediate family" shall mean a spouse, domestic partner, child, parent, child-in-law, grandparent, grandchild, sibling, and the child, parent, sibling, grandchild and grandparent of the spouse or domestic partner, or an individual who stands in loco parentis to the employee, the employee's spouse or domestic partner.

Section 6.13. ***Family Care:***

A. Employees shall be granted benefits consistent with all provisions of the King County Family and Medical Leave Act (KCFMLA) as provided under Appendix B. This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

B. In cases of family care where no sick leave benefit is authorized or exists, the employee may be granted leave without pay, consistent with the terms of Appendix B.

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

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

Section 6.16. ***Sick Leave Donation:*** Employees may donate accrued sick leave hours to other eligible County employees consistent with KCC 3.12.223-224.

ARTICLE 7: WAGE RATES

Section 7.1. ***Rates of Pay:***

A. Wage rates for 2014 shall be as listed in Addendum A.

B. Effective January 1, 2015 the wage rates listed under Addendum A will be increased by a two percent (2%) cost-of living adjustment.

C. Effective January 1, 2016 the wage rates will be increased by a two and one-quarter percent (2.25%) cost-of living adjustment above the wage rates in effect in 2015.

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

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

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

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

the promotion.

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

A. Translation

1) A regular full-time employee who is formally certified by the State of Washington to perform interpreting/translation services may request that the Sheriff/designee select the employee for purposes of placing the employee's name on a list to be published and distributed annually within the KCSO. Placement on or removal from such list is at the discretion of the Sheriff/designee.

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

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

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

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

a) A prescheduled witness interview, or;

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

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

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

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

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

B. Training

1) The Sheriff/designee has the right to appoint a Training Coordinator to perform group training and to develop plans and processes to meet training needs. An employee so appointed will receive fifty dollars ($50) premium for each pay period in which this assignment is made and services are used by the KCSO.

Employees who are selected to train must, in the KCSO's view, have the necessary skills/training to do formal group training, to assess training needs, develop training plans and to track whether training needs have been met.

Lead workers are not eligible for this premium. This section is not subject to the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

2) The Sheriff/designee has the right to assign, in writing, an employee to train other employees. When an employee is assigned to train one-on-one for one (1) full day or more, such employee will be paid five percent (5%) above his/her base pay for that day or days, under the following conditions:

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

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

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

C. Education

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

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

2) This section is subject to the grievance procedure.

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

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

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

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

Section 7.7. ***Shift Differentials:*** The value of the shift differential has been rolled over into

the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employee shall receive shift differential as a separate premium.

Section 7.8. ***Reinstated Employees:***

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

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

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

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

Section 7.10. Certification Premiums: Employees are eligible to receive the following premium pays upon written certification by the International Association for Identification (IAI) in the following areas, provided:

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

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

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

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

AFIS Certificates	
Tenprint Certification	$40 per month
Latent Print Certification	$50 per month
Crime Scene Certification	$40 per month

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

Section 7.12. ***Home Free Guarantee:*** Employees are eligible for the Home Free Guarantee consistent with County policy.

Section 7.13. ***Standby Pay:*** At the KCSO's option, employees may be assigned "standby" status. Such status requires that the employee be available on a twenty-four (24) hour basis for emergency work. Such employee shall be issued a communication device capable of summoning his/her attention. The employee must remain available by cellular phone and respond within approximately fifteen (15) minutes to any summons, at any time, during the twenty-four (24) hour period. Additional compensation for being on "standby" status shall be $20.00 per day (24 hour period). Standby pay shall only apply to employees in the Latent Print Unit. A rotation schedule among those employees qualified and interested in the assignment shall be mutually agreed upon between the County and the Guild.

ARTICLE 8: OVERTIME

Section 8.1. ***Overtime:***

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

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

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

Section 8.2. ***Callouts:*** A callout is defined as an unexpected, unscheduled order to return to work after the FLSA non-exempt employee has left the facility. Work scheduled in advance shall not be subject to the provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall be allowed at overtime rates.

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

B. Training: In the event that KCSO requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two (2) hour minimum callout will be paid or the employee will be compensated for the time worked, if the training is longer than two (2) hours.

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

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

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

Section 8.6. ***Compensatory Time:*** In lieu of overtime pay, an FLSA non-exempt employee may request, in writing, prior to working the overtime, compensatory time at the rate of time and one half (1-1/2) for each hour of overtime that was worked; provided, use of all compensatory time must be authorized by Sheriff/designee. If an employee's request for use of compensatory time is denied, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with compensatory time rather than overtime pay is within the discretion of the Sheriff/designee and is not subject to the grievance procedure of this Agreement, but may be discussed in labor management meetings. Under normal conditions, the following conditions will apply to the use of compensatory time:

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

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

C. When an employee requests to use accrued compensatory time, compensatory time will be equivalent to vacation leave. When such a request is submitted, it will be granted within a reasonable period of time after such request, unless to do so will "unduly disrupt" the operations of the KCSO.

D. Employees will note their compensatory time balances (as reflected either on their

pay stubs or in payroll) and submit requests for the use of compensatory time only when they have adequate leave in their compensatory time bank to cover the request.

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

Section 8.7. ***Voluntary Training:*** Employees who request training on a voluntary basis will not be paid for study time associated with said training, nor will overtime compensation be paid for workdays that extend beyond the normal contractual workday if said workday is part of the normal training schedule; provided, however, employees who are required to attend by the KCSO will be paid their regular wage for attending training plus any overtime, if applicable, pursuant to the overtime provisions of this Agreement.

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

ARTICLE 9: HOURS OF WORK

Section 9.1. ***Work Schedules:*** The working hours of full-time employees shall be forty (40) hours per week. Except during the week in which a quarterly shift rotation occurs, the standard workweek will generally consist of five (5) consecutive work days, not to exceed eight (8) hours each day, followed by two (2) consecutive days off, or four (4) consecutive work days, not to exceed ten (10) hours each day, followed by at least two (2) consecutive days off. Variations to days off may be approved upon employee request and with approval of the Sheriff/designee

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

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

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

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

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

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

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

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

Section 9.6. ***Shift Bidding:*** Employees will be able to select their preferred shift in order of seniority; provided, however, that the Sheriff/designee may reassign such employees for legitimate operating needs or for cause. The shift bid procedure for the different work units covered by this Agreement shall be established by mutual agreement through the labor management committee meeting process.

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

Section 10.1. The County presently participates in group medical, dental and life insurance programs. The County agrees to maintain the level of benefits as currently provided by these plans and pay premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor Management Insurance Committee.

Section 10.2. The County agrees to continue the Joint Labor Management Insurance

Committee comprised of representatives from the County and its labor unions. The function of the Committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs.

Section 10.3. 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 referenced in Section 10.1 above.

ARTICLE 11: MISCELLANEOUS

Section 11.1. ***Leave of Absence for Guild Employment:*** An employee elected or appointed to office in the Guild which requires a part or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

Section 11.2. ***Mileage Reimbursement:*** All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the County Council by ordinance.

Section 11.3. ***Civil Service Hearings:*** Employees who may be called to testify in proceedings before the Civil Service Commission, the Public Employment Relations Commission, or a Labor Arbitration may be allowed to attend without loss of pay provided prior permission is granted by the Sheriff/designee, and no overtime is incurred.

Section 11.4. ***Access to Premises:*** The Sheriff/designee shall afford Guild representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Guild representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Guild representative on a time record provided by the supervisor. With management approval, the President and Vice Presidents of the Guild shall be allowed to flex their work schedules so as to perform the above duties on work time. Guild representatives shall guard against use of excessive time in handling such responsibilities.

Section 11.5. ***Loss of Personal Effects:*** Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at

department expense, not to exceed one-hundred fifty dollars ($150).

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

Section 11.7. ***Jury Duty:*** An employee required by law to serve on jury duty shall continue to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of time necessary for such assignment. If they have four (4) hours or more left on their shift at the completion of the jury duty assignment for the day, they shall report to their work location and complete the day shift. Once the employee is released for the day, or more than one (1) day, then he/she is required to contact the supervisor who will determine if he/she is required to report for duty, provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m. he/she shall not be required to report for work on that particular day.

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

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

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

Section 11.8. ***Bus passes:*** Eligible bargaining unit employees receive bus passes as provided by County ordinance, policies, and procedures.

Section 11.9. ***Essential Personnel:*** The KCSO will notify those employees determined to be essential personnel with the goal of including as few non-commissioned employees as reasonably

necessary to meet the needs of the County and the KCSO.

Section 11.10. ***The 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 compensated members of the Guild Negotiating Team shall be comprised of three (3) members or less; and provided further, that prior approval is granted by the Sheriff/designee.

Section 11.11. ***Probationary Period:*** All new and reinstated regular employees serve a probationary period of up to one (1) year from the date of their appointment. During this period, the employee is evaluated as a part of the final selection process. Appointment to a Civil Service or Career Service position is not considered final unless the employee successfully completes a probationary period.

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

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

ARTICLE 12: GRIEVANCE PROCEDURE

Section 12.1. The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

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

Section 12.3. ***Definition:*** Grievance - A grievance shall be defined as a dispute or disagreement with regard to the interpretation or application of the specific provisions of this Agreement. Throughout the grievance procedure, an aggrieved employee shall have the right to represent himself/herself, so long as any resolution is not inconsistent with the terms of this Agreement and as long as the Guild has been provided notice and an opportunity to attend any

meeting called to resolve the grievance. Nothing in this section shall be construed so as to grant employees the right to proceed to arbitration which right shall be reserved to the Guild in its discretion in accordance with its duty of fair representation. Verbal reprimands are not subject to Step 5 of the grievance procedure outlined in this Agreement.

Section 12.4. ***Grievance Content:***

The written grievance must:

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

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

C. Specify the remedy or solution being sought.

Section 12.5. ***Procedure:***

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

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

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

C. ***Step 3 - Sheriff:*** If, after thorough evaluation, the decision of the section manager has not resolved the grievance, the grievance shall be presented in writing to the Sheriff/designee. All

documents previously submitted to the prior grievance Steps shall be provided for the review and consideration of the Sheriff/designee. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within ten (10) calendar days of meeting with the employee and/or Guild. If the grievance is not pursued to the next higher level within ten (10) calendar days from the date of the written decision, it shall be presumed resolved.

D. ***Step 4 - Director of Labor Relations:*** If, after thorough evaluation, the decision of the Sheriff/designee has not resolved the grievance, the grievance may be presented in writing to the Director of Labor Relations/designee for review and discussion. The Director/designee shall reply, in writing, within ten (10) calendar days of receiving the grievance.

E. ***Step 5 - Arbitration:*** The Guild may request arbitration within forty-five (45) calendar days of the date of the Step 4 decision, and must specify, in writing, the exact question which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the PERC or the Federal Mediation and Conciliation Service (FMCS), or by another agency if the parties mutually agree. The arbitrator will be selected from the list by both the County representative and the Guild, each alternately striking a name from the list until one (1) name remains. 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 on both parties.

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

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

3) There shall be no strikes, cessation of work or lockout during such

conferences or arbitration.

Section 12.6. By mutual agreement, the parties may call in a mediator prior to arbitration to attempt to resolve the dispute. The parties shall jointly select the mediator who will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good faith mediation and nothing the mediator says shall be admissible in arbitration.

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

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

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

ARTICLE 13: BULLETIN BOARDS

The County agrees to permit the Guild to post on County bulletin boards the announcement of meetings, election of officers, and any other Guild material. Authorized representatives of the Guild may use the County's e-mail system if the use meets the requirements of above or if the communication relates to contract administration. The use of the County's email system shall comply with its Acceptable Use of Information Technology Assets Policy, as amended.

ARTICLE 14: NON-DISCRIMINATION

Section 14.1. The County or the Guild shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, creed, age, sex or gender, sexual orientation, gender identity or expression, marital status,

religion or religious affiliation, ancestry, national origin, honorably discharged veteran or military status and disability.

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

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

ARTICLE 15: SAVINGS CLAUSE

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

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 16.1. ***No Work Stoppages:*** 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 signatory organization agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 16.2. ***Guild Responsibilities:*** 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 represented employees to cease engaging in such a work stoppage.

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

A. Discharge.

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

ARTICLE 17: WAIVER CLAUSE

Section 17.1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the 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 by this Agreement.

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

ARTICLE 18: REDUCTION-IN-FORCE

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

Section 18.2. ***Reversion to Previously Held Positions:*** In lieu of layoff, a regular or

probationary employee may on the basis of classification seniority, bump the least senior employee in any lower level position (within the KCSO and bargaining unit) formerly held by the employee designated for layoff, provided that the employee exercising his/her right to bump has more seniority in the classification than the employee who is being bumped.

Section 18.3. ***Re-Employment List:*** The names of laid off employees will be placed in order of layoff (with the employees with the most seniority as defined above placed at the top of the list) on a Re-employment List for the classification previously occupied. The Re-employment List will remain in effect for a maximum of two (2) years or until all laid off employees are rehired, whichever occurs first.

ARTICLE 19: PRODUCTIVITY STANDARDS

Section 19.1. The delivery of essential services in the most efficient and effective manner is of paramount importance and interest to both the County and the Guild. Maximized service to the community is recognized to be a mutual desire of both parties within their respective roles and responsibilities. Work procedures, including production standards may be established and revised from time-to-time by the County. Notwithstanding this fact, the County and Guild expressly agree to establish a joint labor management committee to review and evaluate the efficacy and appropriate level of production standards, including methods of communication related to production standards, in an effort to enhance unit effectiveness and improve employee productivity and morale. Any changes to production standards shall be discussed in the labor management committee and any change that impacts a mandatory subject is subject to negotiations in accordance with the law.

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

ARTICLE 20: TRANSFERS AND PROMOTIONAL OPPORTUNITY

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

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

ARTICLE 21: PERFORMANCE EVALUATION APPEALS

Section 21.1. If an employee challenges the fairness or accuracy of their annual performance evaluation, the evaluation may be appealed by the employee in writing within ten (10) business days of the employee's receipt of such evaluation. It will then be discussed/reviewed between the supervisor and reviewer. If a suitable solution cannot be reached, the employee may appeal to the Section Commander/Manager of the unit. The employee may appeal the Commander/Manager's decision to the third step of the appeal process. At each step of the process, the employee shall have ten (10) business days in which to appeal to the next step in writing (from the date of receipt of the decision, or expiration of the timeframe). The Supervisor and Commander/Manager review should result in a written determination within ten (10) days of receiving the issue, or the employee may appeal to the next step. The third and final step in the appeal process is a hearing before a panel of three that includes: A department representative, labor representative, and a representative from the King County Office of Alternative Dispute Resolution.

Section 21.2. 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.

Section 21.3. 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.

Section 21.4. The panel may issue an oral opinion at the time of the hearing, or deliver its opinion in writing within seven (7) 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.

ARTICLE 22: DURATION

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

APPROVED this 23rd day of July, 2015.

By: _____

King County Executive

King County Regional AFIS Guild:

Scott Verbrouw

King County Sheriff's Office:

John Urquhart
Sheriff
King County Sheriff's Office

cba Code: 463

Union Code: AC1

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
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

APPENDIX A
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.

APPENDIX B
FAMILY MEDICAL LEAVE

King County Code

3.12.220 - 3.12.223 PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

2. The employee's incapacitating injury, but:

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

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

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

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

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

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

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

7. To care for other family members, if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 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.

APPENDIX 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.

APPENDIX E
PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS

1. <u>Payment practice</u>: 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. <u>Authorized Employee</u>: 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. <u>The Payroll Review Board</u>: 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

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.

APPENDIX 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.