

**Coalition Labor Agreement (CLA) - Appendix for 212
Agreement Between King County
And
Public Safety Employees Union
Communications Specialists Supervisors - King County Sheriff's Office**

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1 These articles constitute an agreement, which serves as an appendix to the Coalition Labor
2 Agreement (CLA), the terms of which have been negotiated in good faith, between King County (the
3 County), and the Public Safety Employees Union representing Communications Center Supervisors
4 (Union). This Agreement, hereinafter referred to as the Appendix, shall be subject to approval by
5 Ordinance by the County Council of King County, Washington.

6 **ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR**

7 **AGREEMENT**

8 **Section 1.1. Purpose:** The intent and purpose of this Appendix is to promote the continued
9 improvement of the relationship between King County and its employees by providing a uniform
10 basis for implementing the right of public employees to join organizations of their own choosing, and
11 to be represented by such organizations in matters concerning their employment relations with King
12 County and to set forth the wages, hours and other working conditions of such employees in
13 appropriate bargaining units provided the County has authority to act on such matters and further
14 provided the matter has not been delegated to any civil service commission or personnel board
15 similar in scope, structure and authority as defined in RCW 41.56.

16 **Section 1.2. Application of Coalition of Labor Agreement:** The CLA shall apply to the
17 individual bargaining unit’s employees as follows:

18 **Section 1.2.1** The Preamble in its entirety.

19 **Section 1.2.2** All Superseding and non-superseding provisions, unless otherwise
20 noted in Section 1.2.3 below or in the CLA.

21 **Section 1.2.3** The following CLA article does not apply to this bargaining unit:

22 **A.** Article 18 “Job Postings”.

23 **B.** Article 44 “Waiver”.

24 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

25 **Section 2.1. Jurisdiction:** The County Council recognizes the Union as representing those
26 employees whose job classifications are listed in the attached Addendum C.

27 **Section 2.2. Bargaining Unit Roster:** The County will transmit to the Union a current listing
28 of all employees in the bargaining unit upon request within thirty (30) days but not to exceed twice

1 per calendar year. Such list shall include the name of the employee, classification, department and
2 salary.

3 **ARTICLE 3: RIGHTS OF MANAGEMENT**

4 The Union recognizes the prerogatives of the County to operate and manage its affairs in all
5 respects in accordance with its responsibilities and powers of authority, subject to the terms and
6 conditions of this Appendix. Such functions include, but are not limited to:

7 **Section 3.1.** Determine the mission, budget, organization, number of employees, and internal
8 security practices of the Department;

9 **Section 3.2.** Recruit, examine, evaluate, promote, train, transfer employees of its choosing,
10 and determine the time and methods of such action, and discipline, suspend, demote, or dismiss
11 employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the
12 grievance procedure and just cause provisions of Article 12;

13 **Section 3.3.** Assign bargaining unit work to any employee in any classification in the
14 bargaining unit consistent with Article 11, Section 7 and direct the work force;

15 **Section 3.4.** Develop and modify class specifications;

16 **Section 3.5.** Determine the method, materials, and tools to accomplish the work;

17 **Section 3.6.** Designate duty stations and assign employees to those duty stations;

18 **Section 3.7.** Reduce the work force;

19 **Section 3.8.** Establish reasonable work rules;

20 **Section 3.9.** Assign the hours of work;

21 **Section 3.10.** Take whatever actions may be necessary to carry out the Department's mission
22 in case of emergency;

23 **Section 3.11.** In prescribing policies and procedures relating to personnel and practices, and
24 to the conditions of employment, the County will comply with state law to negotiate or meet and
25 confer, as appropriate. However, the parties agree that the County retains the right to implement any
26 changes to policies or practices that are not mandatory subjects of bargaining;

27 All of the functions, rights, powers, and authority of the County not specifically abridged,
28 deleted, or modified by this Appendix are recognized by the Union as being retained by the County;

1 **Section 3.12.** Civil Service and Career Service: King County retains the right to bargain
 2 changes or effects - to the extent required by law - to King County Civil Service Rules and Career
 3 Service/Personnel Guidelines, and may propose such changes at any time. Such proposals may be
 4 discussed in labor/management meetings or any forum acceptable to the parties;

5 **Section 3.13.** Early Intervention Systems (EIS): Consistent with the authority retained in
 6 Article 3 Section B supra, King County has the right to develop and implement an EIS system
 7 consistent with King County Sheriff's Office policies and procedures;

8 **Section 3.14.** Performance Review: Consistent with the authority retained in Article 3,
 9 Section B supra, King County has the right to develop and implement a performance evaluation
 10 system consistent with King County Sheriff's Office policies and procedures; and

11 **Section 3.15.** Office of Law Enforcement Oversight: The Union agrees to adopt the King
 12 County Police Officers Guild (KCPOG) 2017-2021 agreement on OLEO, attached as Addendum E,
 13 and King County Code 2.75.

14 **ARTICLE 4: HOLIDAYS**

15 Employees covered by this Appendix shall be eligible for holidays with pay as provided in the
 16 CLA, Article 10, in addition to the below provisions.

17 **Section 4.1. Date of Observance and Holiday Worked Pay:** All holidays shall be observed
 18 in accordance with the CLA. Provided further, that employees who work in a twenty-four hour seven
 19 day per week operation such as the Communications Center shall observe the following four (4)
 20 holidays on the specific dates listed below. These specific named holidays will be paid only to those
 21 employees who work 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

1 **Section 4.2. Holiday Observed Pay:** All employees shall take holidays on the day of
2 observance **and shall be paid eight (8) hours regular holiday pay**, unless their work schedule
3 requires otherwise for continuity of services, in which event, they shall be paid at the contractual
4 overtime rate for any shift that begins on a holiday, in addition to up to eight (8) hours regular
5 holiday pay.

6 **Section 4.3. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits
7 based upon the ratio of hours actually worked (less overtime) to a standard work year.

8 **Section 4.4. Comprehensive leave eligible** employees assigned to a 4-10 schedule will
9 receive no more than a maximum of eight (8) hours per holiday for a total of 112 hours per year of
10 holiday pay in any one (1) year. An employee on a 4-10 work schedule who is not assigned to work a
11 holiday may, at their discretion, use two (2) hours of their accrued vacation leave or compensatory
12 time applied in order to be compensated ten (10) hours for each holiday identified within Article 10
13 of the CLA. The use of vacation or compensatory time on a holiday for purposes of receiving full
14 compensation on a holiday will not be considered when approving discretionary vacation or
15 compensatory time.

16 **ARTICLE 5: VACATIONS**

17 **Section 5.1. Accrual Based on Hours Worked:** Vacation benefits for regular, part-time
18 employees will be established based upon the ratio of hours actually worked (less overtime) to a
19 standard work year. For example, if a regular, part-time employee normally works four (4) hours per
20 day in a unit that normally works eight (8) hours per day, then the part-time employee would be
21 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent
22 number of years service. The maximum annual accrual is prorated accordingly, e., a part-time
23 employee working one-half (1/2) time would have a maximum annual vacation accrual of two
24 hundred forty (240) hours.

25 **Section 5.2. Vacation Increments:** Vacation may be used in one-half hour increments at the
26 discretion of the Department Director or appointed designee. Employees on a 4-10 schedule shall
27 take leave on an hour for hour basis and ten (10) hours will be subtracted from their vacation bank for
28 a full day's leave.

1 **Section 5.3. Vacation Leave Cap:** Pursuant to CLA, Article 9 and as modified below. All
2 employees may continue to accrue additional vacation beyond the maximum specified herein if, as a
3 result of cyclical workloads or work assignments, accrued vacation will be lost. Employees shall use
4 or forfeit excess vacation accrual prior to the pay period that includes December 31st of each year.
5 Employees may carryover excess vacation accrual only when express approval is granted by the
6 Sheriff or designee.

7 **Section 5.4. Vacation Preference:** In accordance with past practice, vacation shall be
8 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of the
9 employee with the approval of the Division Commander. Employees who are transferred
10 involuntarily, and who have already had their vacation request approved as specified above, will be
11 allowed to retain that vacation period regardless of their seniority within the new shift, squad, or unit
12 to which they are transferred.

13 **ARTICLE 6: SICK LEAVE INCREMENTS**

14 Pursuant to CLA Article 31 and the following:

15 **Section 6.1. Increments:** Sick leave may be used in one-half hour increments at the
16 discretion of the Division Manager or Department Director. Employees on a 4-10 schedule shall take
17 leave on an hour for hour basis and ten (10) hours will be subtracted from their sick leave bank for a
18 full day's leave.

19 **ARTICLE 7: WAGE RATES**

20 **Section 7.1.** The wage range is listed in Addendum C.

21 **Section 7.2. Wage Increases:** Wage rates for the term of this Appendix will be adjusted
22 pursuant to the CLA.

23 **Section 7.3. Shift Differentials:** The value of the shift differential has been rolled over into
24 the base wage of all employees in this bargaining unit and is included in the wages outlined in
25 Addendum C.

26 **Section 7.4. Communication Center Training Duty:** Employees in the Communications
27 Center who are assigned in writing the responsibility of training and written evaluation of new
28 employees or newly promoted Communications Supervisors shall earn “credits” and shall be

1 compensated in the following manner:

2 **Section 7.4.1. Supervisor Training Supervisor:** For each hour a trainer is assigned to
3 active training with a Supervisor, the trainer will receive 0.375 training credits. After a total of twenty
4 (20) training credits have been accrued, and for each additional block of twenty (20) training credits
5 earned thereafter, the trainer may select any combination of vacation or straight pay. The trainer
6 must designate their desire on the training pay request form (or its replacement).

7 **Section 7.4.2. Supervisor Training Communication Specialist:**

8 **(a). Phase Two -** For each hour a trainer is assigned to active training with a
9 Communication Specialist, also known as “double plugged”, the trainer will receive 0.375 training
10 credits. Trainers who are scheduled to work the same shift as a Communication Specialist trainee for
11 training purposes but who are not assigned to active training will earn 0.1875 training credits. After a
12 total of twenty (20) training credits have been accrued, and for each additional block of twenty (20)
13 training credits earned thereafter, the trainer may select any combination of vacation or straight time
14 hourly base rate of pay totaling thirty (30) hours.

15 **(b). Phase Three –** Phase three training shall be compensated at ten (10) hours
16 of straight time hourly base rate pay, vacation time or any combination of pay and vacation time
17 totaling ten (10) hours.

18 **Section 7.4.3.** The payment for training shall be made no later than the second pay
19 period following the completion of the training sessions and submission of the training pay request
20 form (or its replacement).

21 **Section 7.5. Education:** The department will pay to qualified employees a premium of forty-
22 five to sixty-five dollars (\$45 to \$65) per month (see below), provided that the employee has obtained
23 an A.A., B.A. or M.A. degree from any accredited college or university. These premiums will not be
24 paid if the degree constitutes a minimum requirement of the position.

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Associate’s Degree	(2 year Degree)	\$ 45 month premium
Bachelor’s Degree	(4 year Degree)	\$ 55 month premium
Master’s Degree		\$ 65 month premium

1 **Section 7.6. Reinstated Employees:**

2 **Section 7.6.1. Reinstatement Within One (1) Year:** Employees who are reinstated
3 pursuant to Civil Service Rules within one (1) calendar year of the date they left County service shall,
4 upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful
5 completion of six (6) months actual service after reinstatement, the employee shall be compensated at
6 the equivalent of the same salary step that they were on when they left service plus any step
7 advancement due for the addition of the current service.

8 **Section 7.6.2. Reinstatement Within Two (2) Years:** Employees who are reinstated
9 pursuant to Civil Service Rules within two (2) calendar years but after one (1) calendar year shall,
10 upon reinstatement, be compensated at Step 1 of their respective pay range. Upon successful
11 completion of twelve (12) months actual service after reinstatement, (or six (6) months for job
12 classifications which obtain a step after six (6) months of service) the employee shall be compensated
13 at the equivalent of the same salary step that they were on when they left service plus any step
14 advancement due for the addition of the current service.

15 **Section 7.6.3.** In order to receive credit for prior service under this Section,
16 employees must receive an overall rating of “Satisfactory” or better on all performance evaluations
17 during the six (6) month or one (1) year period respectively.

18 **Section 7.7. Probationary Period:** All newly hired and promoted employees must serve a
19 probationary period as defined in RCW 41.14 and Civil Service Rules. To the extent permitted by
20 law, the probationary period shall be automatically extended for any absence from work, or any
21 period during which the employee cannot perform the essential functions of the job, that extends
22 longer than ten (10) work days. As the above specify that the probationary period is an extension of
23 the hiring process, the provisions of this Article will not apply to employees if they are discharged
24 during their initial probationary period, or are demoted during the promotional probationary period
25 for performance related issues. Grievances brought by probationary employees involving issues
26 other than discharge or demotion may be processed in accordance with the CLA.

1 **ARTICLE 8: OVERTIME**

2 **Section 8.1. Contractual Weekly Overtime:**

3 Contractual weekly overtime shall be paid to employees for all hours worked in excess of
4 forty (40) hours per Fair Labor Standards Act (FLSA) workweek at the contractual overtime rate in
5 effect at the time the work is performed.

6 **Section 8.2. Contractual Overtime Rate:** The contractual overtime rate for each overtime
7 hour **worked** shall be one and one half (1-1/2) times the employee's hourly base rate of pay plus any
8 applicable pay premiums in effect at the time the overtime is worked that are contractually required
9 to be included when calculating the contractual overtime rate. Hours worked excludes all sick leave.

10 **Section 8.3. Training Shift Pay:** In the event the Department requires an employee to attend
11 a mandatory training sessions **and meetings**, and such training is not directly before or after a shift or
12 during a shift, then a two hour shift minimum will be paid.

13 **Section 8.4. Overtime Authorization:** All overtime shall be authorized by the Department
14 Director or designee in writing. Saturday and Sunday work is not overtime when it is a regularly
15 scheduled workday for the employee.

16 **Section 8.5. Minimum Standards Set By Law:** If any provision of this Article conflicts with
17 minimum standards established by RCW 49.46 then that provision shall be automatically amended to
18 provide the minimum standards. In the event the FLSA requires a higher rate of pay for any overtime
19 hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

20 **Section 8.6. Work Week:** For the purpose of calculating contract overtime compensation, an
21 employee's work week shall be defined as beginning with the first day of work after a furlough day
22 and continuing for a total of seven (7) consecutive days. Also, the workday shall be defined as
23 beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive
24 hours.

25 **Section 8.7. Compensatory Time:** Employees may submit written requests for compensatory
26 time in lieu of overtime payments for working overtime as defined by this Article. The County will
27 approve or deny such requests in writing. Employees who accrue compensatory time shall be
28 allowed to carry up to sixty (60) straight time hours of compensatory time at any given time.

1 The parties agree that it creates an undue hardship on the County for accrued compensatory
2 time to be scheduled or taken at any other time than during the time slots reserved for annual leave.
3 Minimum staffing levels, staffing shortages, regulations concerning response time, federal funding
4 requirements, and public safety responsibilities combine to unduly disrupt the Department's
5 operation if compensatory time is not scheduled in this manner.

6 The parties reasonably, and in good faith, anticipate that it would impose an unreasonable
7 burden on the agency's ability to provide services of acceptable quality and quantity for the public
8 during the time requested without the use of an employee's services if scheduled compensatory time
9 is not limited to the time slots set aside for annual leave. Annual leave, compensatory time and
10 discretionary leave may be scheduled in these annual leave slots, with annual leave given priority in
11 scheduling. Requests for leave other than annual leave will be reviewed on a first come first serve
12 basis, however, backfill requirements alone will not cause the Department to deny requests to
13 schedule compensatory time. Requests to schedule compensatory time may be submitted no sooner
14 than 60 calendar days prior to the first day of requested leave.

15 Nothing in this Appendix changes or affects in any way the rules, procedures or practices for
16 bidding or scheduling annual leave or discretionary leave.

17 Compensatory time must be used during the calendar year in which it is accrued unless this is
18 not feasible due to work demands. The employee may then request, and the department director may
19 approve, the carryover of a maximum of 40 hours of accrued compensatory time. Employees will be
20 paid in the pay period that includes December 31 for all accrued compensatory time not carried over
21 into the following year. Compensatory hours that have been carried over must be used within the first
22 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

23 **Section 8.8. Voluntary Training:** Employees who request training on a voluntary basis will
24 not be paid for study time associated with said training, nor will overtime compensation be paid for
25 workdays that extend beyond the normal contractual workday if said workday is part of the normal
26 training schedule, provided, however, employees who are required to attend by the Department will
27 be paid overtime pursuant to the overtime provisions of this Appendix. If an employee seeks
28 professional development opportunities under the CLA Article 12, they must obtain advance approval

1 for scheduling and time away from work.

2 **ARTICLE 9: HOURS OF WORK**

3 **Section 9.1.** The normal working hours of the classifications affected by this Appendix shall
4 be the equivalent of forty (40) hours per week on an annualized basis. Personnel assigned to work a
5 4/10 schedule shall work four (4) consecutive ten (10) hour days, followed by three (3) consecutive
6 days off, for a forty (40) hour week on an annualized basis. Shifts will be assigned by management as
7 set forth in Section 2, below.

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

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

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

18 **Section 9.4. Employee Requests:** With management approval, work schedules may be
19 altered upon written request of the employee.

20 **Section 9.5. Job Sharing:** If two employees in the same job classification and work site
21 wish to job share one full time position, they shall submit such a request in writing to their immediate
22 supervisor. The immediate supervisor shall submit such request to the Division Chief, via the
23 Division Manager. The request shall be transmitted to the Sheriff/Director. The Sheriff/Director
24 shall have ninety (90) days from the date the request is received to review the request and either
25 approve or deny the request for job sharing. Employees who job share one full-time position shall
26 receive benefits pursuant to County policy. In the event that one of the job-sharing employees
27 terminates their employment (voluntarily or involuntarily), the County shall have the following
28 options:

1 **Section 9.5.1.** No change to the situation, allowing a half-time position to continue;

2 **Section 9.5.2.** Fill the vacant half-time position with temporary help; or

3 **Section 9.5.3.** Expand the half-time position to a full-time position, with sixty (60)
4 calendar days notice to the affected employee.

5 **Section 9.6. Alternative Work Schedules:** The Department supports the concept of
6 alternative work schedules when said schedules enhance the efficient operation of the
7 Communications Center and improve employee morale. Supervisors may present alternative work
8 schedules to Management for consideration, review, and approval. The parties agree to work
9 collaboratively to modify or adjust alternative schedules so that the schedule provides that
10 appropriate levels of experienced, fully competent Supervisors (or Acting Supervisors) are assigned
11 on each shift.

12 Once an alternative schedule is approved, Management retains the right to revert to the
13 traditional schedule (i.e. five/eight (5/8) hour days) with fourteen (14) calendar days notice; or a
14 different schedule pursuant to Article 9, Section 2. In emergency situations, less than fourteen (14)
15 days notice may be provided.

16 **Section 9.7. Shift Assignments - Communications Center:** Communications Supervisors
17 shall be allowed to submit shift and furlough preference forms prior to shift change(s). Shift
18 assignments may be made with consideration given to employee seniority and preference, with the
19 Department's staffing and training requirements given first priority. Decisions concerning shift
20 assignments pursuant to this section shall not be a subject for the grievance procedure.

21 **Section 9.8.** The County may establish new work locations, provided that advance written
22 notice is given to the Union, except in cases of emergency, and the Union is provided the opportunity
23 to bargain the impacts or decision, to the extent required by law.

24 **ARTICLE 10: MISCELLANEOUS**

25 **Section 10.1. Leave-of-Absence for Union Employment:** CLA provisions regarding Union
26 Leave shall not apply to this bargaining unit. An employee elected or appointed to office in a local of
27 the Union, which requires a part or all of their time, shall be given leave of absence up to one (1) year
28 without pay upon application.

1 **Section 10.2. Civil Service Hearings:** Employees who are directly involved with
2 proceedings before the Civil Service Commission may be allowed to attend without loss of pay
3 provided prior permission is granted by the Department Director or designee.

4 **Section 10.3. Access to Premises:** The Department administration shall afford Union
5 representatives a reasonable amount of time while on on-duty status to consult with appropriate
6 management officials and/or aggrieved employee(s), provided that the Union representative and/or
7 aggrieved employee(s) contact their immediate supervisor, indicate the general nature of the business
8 to be conducted, and request necessary time without undue interference with assignment duties.
9 Time spent on such activities shall be recorded by the Union representative on a time sheet provided
10 by the supervisor.

11 Union representatives shall guard against use of excessive time in handling such
12 responsibilities.

13 **Section 10.4. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line
14 of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
15 department expense, not to exceed \$150.00.

16 **Section 10.5. Lead Worker Pay:** Employees assigned, in writing, by the Division Manager
17 or designee to perform lead-worker duties, shall be compensated at a rate which is five percent (5%)
18 greater than their base hourly rate of pay for all time so assigned. Assignment of “lead worker” status
19 or pay will not confer on an employee any privilege or right, including the right of appeal, right of
20 position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay
21 may be revoked at any time at the sole discretion of the appointing authority or designee. At such
22 time as the “lead worker” designation is removed, the employee’s compensation reverts to the rate
23 received prior to the designation. Provided, however, that when revocation of lead worker pay is
24 used as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just
25 cause provisions of CLA Articles 26 and 27.

26 **Section 10.6. Mandatory Higher Education:** Employees who are required to obtain
27 additional formal education beyond that initially required for employment shall be allowed time off
28 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion

1 of management.

2 **ARTICLE 11: GRIEVANCE PROCEDURE**

3 Pursuant to the CLA Article 26 and the following:

4 **Section 11.1. Union Concurrence:** Inasmuch as this is an agreement between the County
5 and the Union, only the Union, and not individual employees, may make use of the provisions of this
6 Article. The final authority to settle a grievance is vested with the Union and the County.

7 **ARTICLE 12: NON-DISCRIMINATION**

8 Pursuant to the CLA Article 39 and the following:

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

12 Allegations of unlawful discrimination or alleged violations of this Article shall not be a
13 proper subject for adjudication under the grievance arbitration procedure of the CLA. Grievances
14 involving allegations of discrimination that are not resolved through the grievance procedure in the
15 CLA may be referred by the grievant to the appropriate government agency.

16 **ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION**

17 **Section 13.1. No Work Stoppages:** The County and the Union agree that the public interest
18 requires efficient and uninterrupted performance of all County services, and to this end pledge their
19 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall
20 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
21 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
22 County functions by employees under this Appendix and should same occur, the Union agrees to take
23 appropriate steps to end such interference. Any concerted action by any employees in any bargaining
24 unit shall be deemed a work stoppage if any of the above activities have occurred.

25 **Section 13.2. Union Responsibilities:** Upon notification in writing by the County to the
26 Union that any of its represented employees are engaged in a work stoppage, the Union shall
27 immediately, in writing, order such employees to immediately cease engaging in such work stoppage
28 and provide the County with a copy of such order. In addition, if requested by the County, a

1 responsible official of the Union shall publicly order such represented employees to cease engaging
2 in such a work stoppage.

3 **Section 13.3. Disciplinary Action:** Any employee who commits any act prohibited in this
4 article shall be considered absent without leave. Such employees are also subject to the following
5 action or penalties:

6 **Section 13.3.1.** Discharge.

7 **Section 13.3.2.** Suspension or other disciplinary action as may be applicable to such
8 employee.

9 **ARTICLE 14: WAIVER CLAUSE**

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

16 The parties agree that in the event they enter into Memoranda of Understanding during the life
17 of this agreement, such agreements are binding when signed by authorized representatives of the
18 parties and subject to each party's ratification process, if required. No ratification process is required.

19 **ARTICLE 15: REDUCTION-IN-FORCE**

20 **Section 15.1. Layoff Procedure:** Employees laid off as a result of a reduction-in-force shall
21 be laid off according to seniority within the department and classification, by order of inverse
22 seniority. In the event there are two (2) or more employees eligible for layoff within the Department
23 with the same classification and seniority, the Department head will determine the order of layoff
24 based on employee performance, PROVIDED: no regular or probationary employee shall be laid off
25 while there are temporary extra-help employees serving in the class or position for which the regular
26 or probationary employee is eligible and available.

27 **Section 15.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
28 probationary employee may, on the basis of department seniority, bump the least senior employee in

1 any lower level position within the bargaining unit formerly held by the employee designated for
2 layoff.

3 **Section 15.3. Re-employment List:** The names of laid off employees will be placed in
4 inverse order of layoff on a Re-employment List for the classification previously occupied. The Re-
5 employment List will remain in effect for a maximum of two (2) years or until all laid off employees
6 are rehired, whichever occurs first.

7 **Section 15.4. Seniority Defined:** Seniority for purposes of layoff, vacation, and shift picks is
8 defined as date of placement or promotion to Communications Specialist Supervisor. Step increases
9 are defined in Addendum A.

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12 Public Safety Employees Union:

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13 DocuSigned by:
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15 Dustin N. Frederick
16 Business Manager

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19 For King County:

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20 DocuSigned by:
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C94CBED6540E400...

22 Lacey O'Connell, Labor Relations Negotiator Senior
23 Office of Labor Relations, Executive Office

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ADDENDUM A
PERFORMANCE APPRAISAL RATING

1. Satisfactory performance shall mean overall rating of “Satisfactory” or better on the employee performance evaluation utilized by the respective department.

2. If the performance of the employee is rated below “Satisfactory” 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.

ADDENDUM B

DEFINITIONS

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

1. **“Department”**: King County Sheriff’s Office.

2. **“Party”**: Either King County or Public Safety Employees Union Communication Center Supervisors.

3. **“Part-time regular position”**: A regular position in which the part-time regular employee is employed for at least nine hundred ten hours (910) but less than a full-time basis in a calendar year in a work unit in which a thirty-five (35) hour work week is standard or for at least one thousand forty (1,040) hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the Director, in consultation with the Department, is responsible for determining what hour threshold will apply.

4. **“Temporary employee”**: An employee employed in a temporary position and in addition, includes an employee serving a probationary period or who is under provisional appointment. Temporary employees shall not be members of the career service.

5. **“Term-limited temporary employee”**: A temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the maximum period may be extended up to five years upon approval of the Director.

1 cba Code: 212

Union Code: H5

2 ADDENDUM C
 3 to the
 4 AGREEMENT
 5 by and between
 6 KING COUNTY, WASHINGTON
 7 and
 8 PUBLIC SAFETY EMPLOYEES UNION
 9 COMMUNICATIONS CENTER SUPERVISORS
 10 WAGE ADDENDUM

11 THIS ADDENDUM is supplemental to the APPENDIX by and between the KING
 12 COUNTY, WASHINGTON, hereinafter referred to as the County, and the PUBLIC SAFETY
 13 EMPLOYEES UNION hereinafter referred to as PSEU.

Job Class Code	PeopleSoft Job Code	Classification Title
5150100	007452	Communications Supervisor

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18 **Wage Range** - Communications Supervisor pay range is Range 59 of the King County (KC)
 19 Squared Table. Employees at Step 1 are paid at Step 6 of the KC Squared Table, Employees at Step
 20 2 are paid at Step 8 of the KC Squared Table and Employees at Step 3 are paid at Step 10 of the KC
 21 Squared Table.

22 **Step Movement** - Step increases shall occur annually on an employee's adjusted service date
 23 based on date of hire as a King County Sheriff's Office Communication Specialist Supervisor.

ADDENDUM D**PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS**

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

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

27 **3. The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief
28 appointed by the Sheriff and one union representative from the bargaining unit representing the
employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board
the facts relating to the complaint. If the Board finds that the employee complied with the King County
Sheriff’s Office policies regarding timely submission of his/her pay request, and timely resubmission as
necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid
one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized

1 Employee, and may issue an appropriate additional remedy for late payment beyond one pay period, if
2 not previously awarded by the Authorized Employee, up to a total maximum amount equal to the
3 underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by
4 the Authorized Employee must be unanimous. A decision on each case presented to this Board must be
5 issued within five (5) business days of the presentation by the Authorized Employee. The Authorized
6 Employee will communicate the decision of the Board to the employee who filed the complaint. If the
7 Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a
8 mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review
9 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.

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

ADDENDUM E

**AGREEMENT BETWEEN KING COUNTY AND KING COUNTY POLICE OFFICERS GUILD
REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS OFFICE OF LAW
ENFORCEMENT OVERSIGHT OLEO AGREEMENT 2017-2021**

Section 22.1. The King County Office of Law Enforcement Oversight (OLEO) provides independent oversight of all aspects of KCSO’s internal administrative system, to enhance accountability and community trust.

Section 22.2. OLEO may be actively involved in all KCSO internal administrative investigation by having:

- a) Real-time access to administrative investigative information, through the use of I/APro, or successor system.
- b) The ability to make recommendations regarding intake classifications as outlined in Section 22.8.
- c) The ability to participate in all administrative interviews as outlined in Section 22.9.
- d) The ability to make suggestions regarding the need for additional investigation as outlined in Section 22.11.
- e) The ability to review and make suggestions to KCSO regarding KCSO findings, excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.
- f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.
- g) The ability to attend review boards as outlined in Section 22.5
- h) The ability to conduct independent investigations as outlined in Section 22.18.
- i) The ability to follow up when KCSO declines to conduct additional investigations as outlined in Section 22.20.

In addition, OLEO may monitor any complaint filed with its office or KCSO, and administrative investigations of Critical Incidents, Serious Force Incident, and Serious Officer Involved Events as defined under the General Operating Manual (GOM).

1 Section 22.3. OLEO may receive complaints from any party, including, without limitation,
2 members of the public or employees of KCSO. OLEO will forward all complaints to the Internal
3 Investigations Unit (IIU) within five (5) business days for processing and, when appropriate,
4 investigation. Except as provided under Section 22.18 OLEO will not conduct independent
5 disciplinary investigations but may participate in interviews as provided herein.

6 Section 22.4. The OLEO director/designee shall be timely notified of and have the
7 opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations
8 Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events.
9 OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if
10 approved and accompanied by the Sheriff/designee, and interact only with the administrative team
11 liaison with CID. After the scene is secured, a representative from CID will escort the OLEO
12 representative through the scene.

13 Section 22.5. The OLEO director/designee may attend Use of Force Review Boards and
14 Department-level Driving Review Boards as a non-voting member. The OLEO director/designee
15 may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to
16 attend.

17 Section 22.6. In addition to complaints received by OLEO, KCSO will provide OLEO access
18 to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO
19 investigative records. OLEO will not print or download KCSO complaints or investigative records of
20 any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to
21 investigative records, the Sheriff shall have the right to deny the OLEO member further access to
22 investigative records.

23 Section 22.7. OLEO will have the opportunity to make a recommendation for mediation to
24 the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to
25 mediation, that process will be utilized rather than sending the matter on for investigation. Assuming
26 the employee participates in good faith during the mediation process, the employee will not be
27 subject to discipline and the complaint will be administratively dismissed. Good faith means that the
28 employee listens and considers the issues raised by the complainant, and acts and responds

1 appropriately. Agreement with either the complainant or the mediator is not a requirement of good
2 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to
3 participate, the employee will be considered to have participated in good faith. Moreover, any
4 records related to mediation (other than a mediation settlement agreement) shall not be admissible in
5 any proceeding except to enforce this section.

6 Section 22.8. Once any complaint is received by the IIU, it shall be submitted to the chain of
7 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
8 KCSO's proposed intake classification or changed classification and either agree or recommend a
9 change to the intake classification before the complaint is investigated, not investigated and closed, or
10 sent to a supervisor for further action. KCSO shall make the final determination of the intake
11 classification. When either the Sheriff or her/his designee determines that the allegations warrant
12 investigation, such investigation shall be approved, and IIU will initiate the investigative process.

13 Section 22.9. Prior to an interview, KCSO will timely notify OLEO of all administrative
14 investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious
15 Officer Involved Events. A single OLEO representative may attend and observe interviews, and will
16 be given the opportunity to ask questions that are within the scope of permissible investigative
17 questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not
18 participate in criminal investigations in any way, and will not be notified of any part of the criminal
19 investigation until the criminal investigation is concluded. At that point, the file shall be provided to
20 OLEO.

21 Section 22.10. Upon completion of internal administrative investigations, OLEO will certify
22 in writing, whether the investigation was thorough and objective by the standards of OLEO before
23 KCSO concludes its finding process.

24 Section 22.11. As a part of OLEO's active involvement OLEO may believe that additional
25 investigation is needed on issues they deem material to the outcome. If there is any dispute between
26 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the
27 requested additional investigation, the IIU Commander will determine whether additional
28 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU

1 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing
2 the reason(s) for its recommended additional investigation. After completion of the additional
3 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then
4 certify according to the standards of OLEO, whether the internal investigation was thorough and
5 objective before KCSO concludes its findings process. This determination will be made within ten
6 (10) business days. Once the above finding is entered in the investigation, OLEO will not be
7 involved further in the processing of that case except as provided herein.

8 Section 22.12. All final disciplinary decisions will be made by the Sheriff.

9 Section 22.13. OLEO will be provided a copy of any letter or other notification to an
10 employee informing them of actual discipline imposed as a result of an administrative investigation
11 or the Notice of Finding in the event that the complaint is not sustained.

12 Section 22.14. OLEO will be notified by KCSO, within five (5) business days of case
13 completion, of all internal administrative investigations for the OLEO's review and recommendation
14 on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations
15 on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make
16 any disciplinary recommendations regarding any internal administrative investigation. OLEO in
17 addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to
18 the complainant. The letter may summarize the case findings within the context of this Article.

19 Section 22.15. Any complaining party who is not satisfied with the findings of KCSO
20 concerning their complaint may contact OLEO to discuss the matter further. However, unless
21 persuasive and probative new information is provided, the investigation will remain closed. In
22 accordance with established arbitral case law, employees may not be subject to discipline twice for
23 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
24 burden of establishing compliance with this section rests with the County in any subsequent
25 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
26 Section 19.10 of this Agreement

27 Section 22.16. In addition to the investigative process, OLEO will have unimpeded access to
28 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all

1 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)
2 or other identifying information of employees or other individuals involved in incidents or
3 investigations except OLEO may use the names of any individuals who were subjects of employee-
4 involved events if already made public by KCSO. Nothing herein shall limit OLEO from
5 acknowledging, without analysis or opinion, that it is monitoring an investigation and information
6 already made public by KCSO.

7 a) OLEO is prohibited from providing information related to pending KCSO
8 investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to
9 KCSO any requests, demands or court orders for documents. KCSO's Public Disclosure Unit will
10 review and make determinations on any Public Disclosure requests for KCSO investigative materials.
11 If OLEO is ordered by a court to produce information related to KCSO investigative materials, it
12 shall produce materials as required in consultation with the King County Prosecuting Attorney's
13 Office.

14 b) OLEO may make statistical observations regarding the disciplinary results of
15 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in
16 specific cases.

17 Section 22.17. OLEO may recommend changes to rules, general orders, policies and
18 procedures for the review and/or audit of the complaint resolution process, and review and
19 recommend changes in KCSO policies to improve the quality of police investigations and practices in
20 KCSO. Nothing herein shall be construed as a waiver of the Guild's right to require the County to
21 engage in collective bargaining as authorized by law.

22 Section 22.18. OLEO may administratively investigate complaints involving Critical
23 Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as
24 provided herein:

25 a) If KCSO does not conduct an internal administrative investigation.

26 b) OLEO may conduct investigations independent of KCSO IIU on complaints made
27 against non-represented KCSO employees.

1 c) OLEO shall notify KCSO at least five (5) business days before commencing an
2 investigation.

3 d) At the completion of its investigation, OLEO will provide its report of
4 investigation only to the Sheriff; except as required by law.

5 e) After consultation with the Sheriff, OLEO may disclose, without analysis or
6 opinion, audio or video evidence from an investigation being conducted by OLEO that will not
7 compromise any pending investigation.

8 f) Administrative investigations conducted by OLEO are subject to Article 19.
9 Section 22.19.

10 a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign
11 bargaining unit work to OLEO.

12 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a
13 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not
14 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
15 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,
16 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of
17 potential or specific employee misconduct.

18 Section 22.20. After the administrative investigation has been closed and any discipline has
19 been adjudicated, OLEO may follow-up on any requested additional investigation that was made
20 pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will
21 not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the
22 KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that
23 could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems
24 and procedures, OLEO may provide that information to the Sheriff as part of a report concerning
25 such changes. After providing the report to the Sheriff, OLEO may release the report to others. The
26 report is subject to the limitations in Section 22.16. This information cannot be used to reopen an
27 investigation.

1 Section 22.21. OLEO may not issue a subpoena to an employee of KCSO, to their family
2 members, or to seek their personal and confidential records. However, if the County Charter is
3 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required
4 by law.

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