

**Master Labor Agreement (MLA) - Appendix 36
 Agreement Between King County
 And
 Public Safety Employees Union
 Fire Investigator - King County Sheriff's Office
 [214]**

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1 **Master Labor Agreement (MLA) - Appendix 36**
2 **Agreement Between King County**
3 **And**
4 **Public Safety Employees Union**
5 **Fire Investigator - King County Sheriff's Office**
6 **[214]**

7
8 These articles constitute an agreement between King County (County), the King County Sheriff's
9 Office (KCSO), and Public Safety Employees Union (PSEU or Union), the terms of which have been
10 negotiated in good faith. This Agreement shall be subject to approval by Ordinance by the County
11 Council of King County, Washington.

12 Working conditions in the Master Labor Agreement (MLA) that KCSO and the Union agree
13 apply to this bargaining unit include: Unpaid leaves (MLA Article 3), Professional Development
14 (MLA Article 12), Supported Employees (MLA Article 13), Reclassification and Resulting Pay
15 (MLA Article 14), Special Duty (MLA Article 15, except Section 15.3), Union Engagement (MLA
16 Article 21), and Required Training (MLA Article 36).

17 Working conditions in the MLA that KCSO and the Union agree do not apply to this
18 bargaining unit include: Jury Duty (MLA Article 5), TLT Positions (MLA Article 17), Job Postings
19 (MLA Article 18), Public Disclosure (MLA Article 19), Union notification (MLA Article 20),
20 Grievance Procedure (MLA Article 26), Discipline and Sunset Clause (MLA Article 27), Union
21 Leave (MLA Article 22), After Hours Support (MLA Article 33, except Section 33.1.B), Sick Leave
22 (MLA Article 34), Vacation Leave (MLA Article 35) and Working Out of Class (MLA Article 37).

23 **ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE**

24 **Section 1.1. Purpose.** The intent and purpose of this Agreement is to promote the continued
25 improvement of the relationship between the County and its employees by providing a uniform basis
26 for implementing the right of public employees to join organizations of their own choosing, and to be
27 represented by such organizations in matters concerning their employment relations with the County
28 and to set forth the wages, hours, and other working conditions of such for employees in appropriate

1 bargaining units provided the County has authority to act on such matters and further provided the
2 matter has not been delegated to any civil service commission or personnel board similar in scope,
3 structure, and authority.

4 **Section 1.2. Labor-Management Committee.**

5 A. The parties agree to establish a Joint Labor-Management Committee (JLMC).

6 B. The role of the JLMC is to resolve issues and oversee the tasks and/or committees
7 called for in this Agreement and those that it establishes.

8 C. The JLMC will meet at least quarterly unless the parties mutually agree to change
9 the schedule.

10 D. The JLMC does not waive or diminish management rights. The parties recognize
11 that the JLMC may not be able to resolve every issue.

12 E. The JLMC is not authorized to bargain, to modify the Agreement in anyway or
13 supplant the grievance process under Article 13.

14 F. The parties agree that the JLMC is an appropriate forum to discuss the scheduling
15 of vacation leave for employees, contracting of work, and the assignment of overtime in the
16 Investigation Unit.

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

18 **Section 2.1.** The County recognizes the Union as representing all employees whose job
19 classifications are listed in Addendum A.

20 **Section 2.2.** It shall be a condition of employment that all employees covered by this
21 agreement who are members of the Union in good standing on the effective date of this agreement
22 shall remain members in good standing, and those who are not members on the effective date of this
23 agreement shall, on the thirtieth (30th) day following the effective date of this agreement, become
24 and remain members in good standing in the Union, or pay an agency fee, in lieu of membership. It
25 shall also be a condition of employment that all employees covered by this agreement and hired or
26 assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day
27 following the beginning of such employment, become and remain members in good standing in the
28 Union, or pay an agency fee, in lieu of membership.

1 Provided, however, that nothing contained in this section shall require an employee to join
2 said Union who can substantiate in accordance with the procedure set forth in the Washington
3 Administrative Code bona fide religious tenets or teachings that prohibits the payment of dues or
4 initiation fees to Union organizations. Such employee shall pay an amount of money equivalent to
5 regular union dues and initiation fee; said amounts shall be paid to a non-religious charity mutually
6 agreed upon by the employee affected and the Union to which such public employee would otherwise
7 pay the dues and initiation fee. The public employee shall furnish proof to the Union that such
8 payment has been made.

9 **Section 2.3. Dues Deduction.** Upon receipt of written authorization individually signed by a
10 bargaining unit employee, the County shall have deducted from the pay of such employee, the
11 amount of dues as certified by the Union and shall transmit the same to the Union.

12 **Section 2.4.** The Union will indemnify, defend, and hold the County harmless against any
13 claims made and against any suit instituted against the County on account of any check-off of dues
14 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
15 of the check-off provision upon presentation of proper evidence thereof.

16 **Section 2.5.** The County will require all new employees, hired in a position included in the
17 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive
18 recognition.

19 **Section 2.6.** The County will transmit to the Union a current listing of all employees in the
20 bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year.
21 Such list shall include the name of the employee, classification, department, and salary.

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

23 **Section 3.1.** It is recognized that the County retains the right to manage the affairs of the
24 County and to direct the work force. Such functions of the County include, but are not limited to,
25 determining the mission, budget, organization, number of employees, and internal security practices
26 of the King County Sheriff's Office; recruiting, examining, evaluating, promoting, training,
27 transferring employees of its choosing, and determining the time and methods of such action;
28 disciplining, suspending, demoting, or dismissing regular employees for just cause; assigning and

1 directing the work force; developing and modifying class specifications; determining the method,
2 materials, and tools to accomplish the work; designating duty stations and assigning employees to
3 those duty stations; establishing reasonable work rules; and assigning the hours of work and taking
4 whatever actions may be necessary to carry out the King County Sheriff's Office mission in case of
5 emergency. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance
6 procedure and just cause provisions of Article 13.

7 **Section 3.2.** In prescribing policies and procedures relating to personnel and practices, and to
8 the conditions of employment, the County will comply with state law to negotiate or meet and confer,
9 as appropriate. However, the parties agree that the County retains the right to implement any changes
10 to policies or practices, after discussion with the Union that does not require statutory resolution or
11 modification to the collective bargaining agreement.

12 **Section 3.3.** All of the functions, rights, powers, and authority of the County not specifically
13 abridged, deleted, or modified by the Agreement are recognized by the Union as being retained by
14 the County.

15 **Section 3.4.** The parties agree the County has the right to implement a common biweekly
16 payroll system that will standardize pay practices and Fair Labor Standards Act workweeks. The
17 parties agree that applicable provisions of the collective bargaining agreement may be re-opened at
18 any time during the life of this agreement by the County for the purpose of negotiating these
19 standardized pay practices, to the extent required by law.

20 **Section 3.5.** The Parties agree that the County has the right to implement policies and
21 procedures as provided under County Ordinance 18500 for the Office of Law Enforcement
22 Oversight. This section will be reopened to bargain the decisions and/or impacts that directly impact
23 employees following the bargaining of the KCPOG collective bargaining agreement with a term date
24 beginning January 1, 2017.

25 **Section 3.6.** The parties agree that KCSO has the right to implement an updated Early
26 Intervention System consistent with the mutual goal of providing a tool to supervisors to identify and
27 assist employees in maintaining acceptable performance.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 4.1.** Holidays are as provided under MLA Article 10 with the following additional
3 sections.

4 **Section 4.2.** If approved by the division manager/designee, an employee on standby on a day
5 of observance shall be allowed to switch a holiday with a regular workday.

6 **Section 4.3.** Holiday pay for regular, probationary, provisional and term-limited temporary
7 employees who work a part-time schedule will be pro-rated to reflect their normally scheduled
8 workday.

9 **ARTICLE 5: VACATIONS**

10 **Section 5.1.** Regular, probationary, provisional and term-limited employees shall be eligible
11 to accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the
12 following table except in those instances expressly provided for in other sections of this Article and
13 MLA Article 9. MLA Article 35 does not apply:

Full Years of Service	Maximum 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

1 **Section 5.2.** Employees eligible to accrue vacation leave shall accrue vacation leave from
2 their date of hire.

3 **Section 5.3.** Employees shall not be eligible to take or be paid for vacation leave until they
4 have successfully completed their first six (6) months of County service in a paid leave eligible
5 position, and if they leave County employment prior to successfully completing their first six (6)
6 months of County service, shall forfeit and not be paid for accrued vacation leave. Employees shall
7 be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if
8 they have successfully completed their first six (6) months of County service in a paid leave eligible
9 position. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate
10 of pay in effect upon the date of leaving County employment less mandatory withholdings. This
11 section does not limit the right of employees to use accrued vacation for a qualifying event under the
12 Washington Family Care Act.

13 **Section 5.4.** The division manager/designee shall be responsible for establishing a vacation
14 schedule in such a manner as to achieve the most efficient functioning of the division.

15 **Section 5.5.** Employees who work a full-time schedule may accrue up to sixty (60) days
16 vacation. Employees who work a part-time schedule may accrue vacation leave up to sixty (60) days
17 prorated to reflect their normally scheduled workday. Employees shall use or forfeit excess vacation
18 accrual prior to the pay period that includes December 31 of each year. Employees may carryover
19 excess vacation accrual only when express approval is granted by the Sheriff or his/her designee.

20 **Section 5.6.** Employees shall not use or be paid for vacation leave until it has accrued and
21 such use or payment is consistent with the provisions of this Article.

22 **Section 5.7.** No employee shall work for compensation for the County in any capacity during
23 the time that the employee is on vacation leave.

24 **Section 5.8.** Hourly employees may use vacation in quarter (1/4) hour increments, at the
25 discretion of the division manager or designee.

26 **Section 5.9.** In cases of separation from County employment by death of an employee with
27 accrued vacation leave and who has successfully completed their first six (6) months of County
28 service in a paid leave eligible position, payment of unused vacation leave up to the maximum

1 accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by
2 state law, RCW Title 11.

3 **Section 5.10.** If a regular employee resigns from County employment or is laid off and
4 subsequently returns to County employment within two (2) years from such resignation or lay off, as
5 applicable, the employee's prior County service shall be counted in determining the vacation leave
6 accrual rate under Section 1.

7 **ARTICLE 6: SICK LEAVE**

8 **Section 6.1.** Regular, probationary, provisional and term-limited employees shall accrue sick
9 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. The
10 employee is not entitled to sick leave if not previously earned.

11 **Section 6.2.** During the first six (6) months of service in a paid leave eligible position,
12 employees may, at the division manager's discretion, use any accrued days of vacation leave as an
13 extension of sick leave. If an employee does not work a full six (6) months in a paid leave eligible
14 position, any vacation leave used for sick leave must be reimbursed to the County upon termination.
15 This section does not apply to employees who use accrued vacation for a qualifying event under the
16 Washington Family Care Act.

17 **Section 6.3.** Hourly employees may use sick leave in quarter (1/4) hour increments, at the
18 discretion of the division manager.

19 **Section 6.4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
20 employee.

21 **Section 6.5.** Division management is responsible for the proper administration of the sick
22 leave benefit. Verification of illness from a licensed practitioner may be required by division
23 management for any requested sick leave absence.

24 **Section 6.6.** Separation from or termination of County employment except by reason of
25 retirement or layoff, shall cancel all sick leave accrued to the employee as of the date of separation or
26 termination. Should a regular employee resign or be laid off and return to County employment
27 within two years, accrued sick leave shall be restored.

28 **Section 6.7.** Employees who have successfully completed at least five (5) years of County

1 service and who retire as a result of length of service or who terminate by reason of death shall be
2 paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to
3 thirty-five percent (35%) of their unused, accumulated sick leave multiplied by the employee's rate of
4 pay in effect upon the date of leaving County employment less mandatory withholdings. This sick
5 leave cash-out provision is subject to the terms of any Voluntary Employee Beneficiary Association
6 (VEBA) that has been or may be adopted by members of this bargaining unit.

7 **Section 6.8. Leave Without Pay for Health Reasons.** An employee must use all of his/her
8 sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable
9 under the County's workers compensation program, then the employee has the option to augment or
10 not augment time loss payments with the use of accrued sick leave.

11 **Section 6.9. Leave Without Pay for Family Reason.** For a leave for family reasons, the
12 employee will choose at the start of the leave whether the particular leave would be paid through the
13 use of accrued sick leave or unpaid; but, when an employee chooses to take paid leave for family
14 reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

15 **Section 6.10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of
16 his/her sick leave may use accrued vacation leave before going on leave of absence without pay, if
17 approved by his/her manager/designee. This section does not limit the right of an employee to use
18 his or her choice of accrued leave for a qualifying event under the Washington Family Care Act.

19 **Section 6.11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

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

23 B. The employee's incapacitating injury, provided that:

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

28 2. An employee who chooses not to augment workers compensation payments

1 with the use of accrued sick leave will notify the workers compensation office in writing at the
2 beginning of the leave;

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

6 C. Exposure to contagious diseases and resulting quarantine.

7 D. A female employee's temporary disability caused by or contributed to by
8 pregnancy and childbirth.

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

11 F. To care for the employee's eligible child if the child has an illness or health
12 condition that requires treatment or supervision from the employee;

13 I. Organ Donation Leave. As provided under KCC 3.12.215.

14 **Section 6.12. FMLA/KCFML.** Are as provided under MLA Article 11.

15 **A. Temporary Transfer.** If an employee requests intermittent leave or leave on a
16 reduced leave schedule under Section 12.B that is foreseeable based on planned medical treatment,
17 the manager/designee may require the employee to transfer temporarily to an available alternative
18 position for which the employee is qualified and that has equivalent pay and benefits and that better
19 accommodates recurring periods of leave than the regular position of the employee.

20 **B. Insurance Premiums.** The County will continue its contribution toward health
21 insurance benefits during any unpaid leave taken under Section 12.

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

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

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

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

1 **D. Failure to Return to Work.** Failure to return to work by the expiration
2 date of the leave of absence may be cause for removal and result in termination of the employee from
3 County service.

4 **E. Provider Certification.** The manager/designee and employee is
5 responsible for the proper administration of the sick leave benefit. Verification from a licensed
6 health care provider may be reasonably required to substantiate the health condition of the employee
7 or family member for leave requests.

8 **F. Other Leave Laws.** In addition to the provisions of this Article, an
9 employee may have other leave rights under state and federal law.

10 **ARTICLE 7: GENERAL LEAVES**

11 **Section 7.1. Donated Leaves.** As provided under MLA Article 6.

12 **Section 7.2. Bereavement Leave.** As provided under MLA Article 8.

13 **Section 7.3. Leave for Volunteer Service.** As provided under MLA Article 4 with the
14 following modifications.

15 **A.** Employees requesting to use sick leave for this purpose shall submit such request
16 in writing specifying the volunteer services to be performed.

17 **Section 7.4. Jury Duty.** Employees eligible for paid leaves who are ordered on a jury shall
18 be entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive
19 of mileage, with the Finance and Business Operations Division of the Department of Executive
20 Services. Employees shall report back to their division manager/designee when dismissed from jury
21 service.

22 **Section 7.5. Leave Examinations.** Employees eligible for paid leaves shall be entitled to
23 necessary time off with pay for the purpose of participating in County qualifying or promotional
24 examinations. This shall include time required to complete any required interviews.

25 **ARTICLE 8: WAGE RATES**

26 **Section 8.1. General Wage Increases.** The GWI for 2018 is as provided under the
27 Memorandum of Agreement addressing “Total Compensation” Coalition Bargaining 2017-2018
28 Budget.

1 **Section 8.2. Promotion.** Any regular employee promoted from one classification to another,
2 where such promotion results in that employee entering a higher pay range, shall enter the pay range
3 at a minimum of five percent (5%) over the salary received prior to the promotion, but not in excess
4 of the top step in the new pay range.

5 **Section 8.3. Standby.** The employer and the Union agree that the use of off-duty standby
6 time shall be minimized consistent with sound fire investigation practices and the maintenance of
7 public safety. Off-duty standby assignments shall be for a fixed predetermined period of time.
8 Standby pay shall be at a rate equal to fifteen percent (15%) of the employee's base hourly rate for all
9 hours in standby status. If an employee is actually called out, standby pay shall cease and normal
10 "call out" provisions shall apply.

11 **Section 8.4. Technical Call-Out (TCO).** As provided under MLA Article 33.1.B.

12 **Section 8.5. Step Increases.** Upon completion of six (6) months of satisfactory service
13 (probation) following his/her date in a classification covered under this Agreement, an employee will
14 progress automatically to the next step. Thereafter, the employee shall progress one step of the six-
15 step plan upon completion of each subsequent year of satisfactory service.

16 A. All step increases will be based upon satisfactory performance during previous
17 service.

18 B. Satisfactory performance shall mean an overall rating of "Satisfactory" or above.

19 C. If the performance of the employee is rated less than "Satisfactory" on any factor
20 or overall rating, specific facts on which the rating is based must be provided.

21 D. The employee, if denied a step increase under the six-step plan, shall be placed on
22 either monthly or quarterly evaluations and at such time that employee's performance becomes
23 "Satisfactory" as defined above, the employee shall receive the previously denied step increase the
24 first of the month following attaining a "Satisfactory" evaluation. The date on which an employee
25 would be entitled to a future step increase will not be affected by the above action.

26 **Section 8.6.** Upon the recommendation of the division manager/designee, newly hired
27 employees may be hired in at a step above Step 1 if the candidate's training and experience warrants
28 such.

1 **Section 8.7. Salary for Special Duty Assignment.** As provided under MLA Article 15.4.

2 **Section 8.8. Certification Pay.**

3 A. An employee who is a member of the bargaining unit holding a valid Certified Fire
4 Investigator certificate from IFSAC, IAAI or NAFI will be paid \$100 per month. No employee shall
5 be paid more than \$100 per month regardless of the number or types of certifications held.

6 B. An employee will be reimbursed for the actual costs of maintaining one or more of
7 the certificates if it is a requirement of the job.

8 **Section 8.9. Education Incentive Pay.** Employees are eligible for Education Incentive Pay
9 as provided under Addendum A. Employees that are eligible for the Education Incentive Pay will not
10 be eligible for Certification Pay under Section 8.8.

11 **ARTICLE 9: OVERTIME**

12 **Section 9.1.** Except as otherwise provided in this article, employees on a five (5) day
13 schedule shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours
14 worked in excess of eight (8) in one (1) day, or forty (40) in one (1) week. Employees on a four (4)
15 day schedule shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all
16 hours worked in excess of ten (10) in one (1) day, or forty (40) in one (1) week. Overtime pay, and
17 the calculation of the regular rate, is pursuant to the Fair Labor Standards Act (FLSA).

18 **Section 9.1.1. Meal and Rest Periods.** Pursuant to RCW 49.12.187, the County and the
19 Union agree to specifically supersede in total the State provisions regarding meal and rest periods.
20 While KCSO will try to provide a meal period at the mid-portion of a shift and rest periods at the mid-
21 portion of each half of a shift, meal and rest periods may occur at different times or not at all due to
22 work requirements.

23 **Section 9.2. Call Out.** An employee called back to work at other than regularly scheduled
24 work hours shall be paid a minimum of four (4) hours at the overtime rate. "Scheduled work hours"
25 shall include the lunch period and scheduled overtime. If the call-out time exceeds four (4) hours, the
26 actual hours worked will be paid at the rate of one and one-half (1-1/2) the employee's regular rate of
27 pay (overtime rate). If the call out time is less than four (4) hours and another call(s) is received
28 during that four (4) hour period, no additional payment will be made unless actual time worked for all

1 call outs exceeds four (4) hours, in which case the excess will be paid at the overtime rate. Actual
2 hours worked shall include travel time from home to the work site and back using the most direct
3 route available. The four (4) hour minimum call out pay shall not be granted to any employee
4 required to work four (4) hours or less prior to the beginning or after the end of that employee's
5 regularly scheduled work time.

6 **Section 9.3.** All overtime shall be authorized by the division manager/designee in writing.

7 **Section 9.4. Emergency Work.** Emergency work at other than normal scheduled working
8 hours, or special scheduled working hours not enumerated above, shall be credited as such. This
9 unscheduled and emergency overtime will be compensated as overtime, and in the event this
10 overtime work is accomplished prior to the normal working hours and the employee subsequently
11 works their regular shift, the employee's regular shift shall be compensated at regular time.

12 **Section 9.5. Compensatory Time.** Employees may take compensatory time in lieu of
13 overtime in accordance with the Personnel Guidelines.

14 **ARTICLE 10: HOURS OF WORK**

15 **Section 10.1. Work Hours.** The working hours under this Agreement shall be the equivalent
16 of forty (40) hours per week.

17 **Section 10.2. Work Schedules.** The establishment of reasonable work schedules and
18 starting times is vested solely within the purview of the division manager/designee and may be
19 changed from time to time provided a two (2) week prior notice of change is given, except in those
20 circumstances over which the division cannot exercise control. In the exercise of this prerogative, the
21 division manager/designee will establish schedules to meet the dictates of the workload, however,
22 nothing contained herein will permit split shifts.

23 **Section 10.3. Alternate Schedules.** With the division manager's/designee's approval, work
24 schedules may be altered upon written request of the employee. Employees assigned as Investigators
25 shall be allowed, at their discretion, to adjust their work hours during the twenty-four (24)-hour
26 period following the investigation of a fire. If the investigation of a fire requires an employee to be
27 on duty in excess of their normal workday, the employee shall be allowed to adjust the workday
28 during the following twenty-four (24)-hour period to allow for adequate rest and recuperation, or to

1 use one (1) to eight (8) hours of compensatory time. Schedule adjustments and use of compensatory
2 time shall be subject to the approval of the division manager/designee, and shall be assigned in
3 accordance with 29 U.S.C. 207(o) as amended.

4 **ARTICLE 11: INSURED BENEFITS, HRA AND VEBA**

5 As provided under MLA Article 25.

6 **ARTICLE 12: MISCELLANEOUS**

7 **Section 12.1. Union Office.** A regular employee elected or appointed to an office in the
8 union which requires a part or all of the employee's time shall be given leave of absence up to one (1)
9 year without pay upon application.

10 **Section 12.2. Reimbursement for Personal Transportation.** As provided under MLA
11 Article 24.

12 **Section 12.3. Negotiations.** Up to two (2) Regular employees who are elected to serve on
13 the Union negotiating committee shall be allowed time off from duty to attend negotiating meetings
14 with the County without a loss of regular pay when negotiations occur during their regular hours of
15 work.

16 **Section 12.4. Union Representation.** The King County Sheriff's Office shall afford the
17 Union representative a reasonable amount of time while on on-duty status to consult with appropriate
18 management officials and/or aggrieved employees, provided that the Union representative and/or
19 aggrieved employees contact the division manager or designee, indicate the general nature of the
20 business to be conducted, and request necessary time without undue interference with assignment
21 duties. The Union representative shall guard against use of excessive time in handling such
22 responsibilities.

23 **Section 12.5. Personal Property.** Employees who, in the line of duty, suffer a loss of or
24 damage to their essential personal property while using required protective clothing as appropriate,
25 will have the lost or damaged item repaired or replaced at County expense. Replacement or repair of
26 non-essential personal property shall not exceed three hundred-fifty dollars (\$300) per occurrence,
27 provided that the employee can establish the value of the lost or damaged item to the satisfaction of
28 the division manager/designee. Where possible, the essential and/or non-essential personal property

1 item(s) shall be presented to the division manager/designee as documentation of the need for
2 replacement or repair.

3 **Section 12.6. Personnel Files.** Employees shall have the right to examine their personal
4 history file upon request, during normal business hours.

5 **Section 12.7. Uniforms and Equipment.** Employees shall be responsible for required
6 uniforms and equipment issued by the County. Upon presentation by the employee to the division
7 manager/designee of evidence, including the item itself, demonstrating the need for replacement, the
8 division manager/designee may issue a replacement item. The County will provide uniforms only to
9 the Investigations Unit. Further, the County will provide employees with all required safety
10 equipment. The list of required uniform items and required safety equipment will be provided to the
11 Union by the King County Sheriff's Office and updated when changes are made.

12 **Section 12.8. Vehicles.** Employees assigned as Fire Investigators shall be authorized the use
13 of an assigned County vehicle while on a standby status in accordance with the King County
14 Sheriff's Office policy. The County agrees to give notice to the Union prior to any changes and
15 agrees to negotiate the effects of the changes if the Union requests.

16 **Section 12.9. Probationary Period.** All newly hired and promoted employees must serve a
17 probationary period of six (6) months unless extended by the King County Sheriff. As permitted by
18 law, probationary periods will be automatically extended when an employee is absent from work, or
19 unable to perform the essential functions of the job, for ten (10) work days or more. The parties
20 recognize that the probationary period is an extension of the hiring process.

21 **ARTICLE 13: GRIEVANCE PROCEDURES**

22 **Section 13.1.** King County recognizes the importance and desirability of settling grievances
23 promptly and fairly in the interest of continued good employee relations and morale and to this end
24 the following procedure is outlined. To accomplish this, every effort will be made to settle
25 grievances at the lowest possible level of supervision.

26 **Section 13.2.** Employees will be unimpeded and free from restraint, interference, coercion,
27 discrimination or reprisal in seeking adjudication of their grievances.

28 **Section 13.3. Definition.**

1 Grievance - An issue raised by a party relating to the interpretation of their rights, benefits, or
2 conditions of employment as written in this Agreement.

3 **Section 13.4. Procedure.**

4 *Step 1 – Unit Commander:* A grievance shall be presented by the aggrieved
5 employee, or the employee’s representative if the employee wishes, on a Union grievance form
6 within fourteen (14) calendar days of the occurrence of such grievance, to the employee’s unit
7 commander.

8 The grievance must:

- 9 (a) fully describe the alleged violation and how the employee was adversely affected;
10 (b) set forth the section(s) of the Agreement which have been allegedly violated; and
11 (c) specify the remedy or solution being sought by the employee filing the grievance.

12 The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the
13 employee within twenty (20) calendar days. If a grievance is not pursued to the next level within ten
14 (10) calendar days, it shall be presumed resolved.

15 *Step 2 - Division Chief/Office of Labor Relations (OLR):* If, after thorough
16 discussion with the unit commander, the grievance has not been satisfactorily resolved, the employee
17 and the employee’s representative shall present the grievance to the division chief for working
18 conditions, or to the Office of Labor Relations for wage, wage-related and Civilian Oversight issues,
19 for investigation, discussion and written reply. The appropriate manager shall make a written
20 decision available to the aggrieved employee within twenty (20) calendar days. If the grievance is
21 not pursued to the next higher level within ten (10) calendar days, it shall be presumed resolved.

22 **Section 13.5. Arbitration.**

23 A. Either the County or the Union may request arbitration within forty-five (45)
24 calendar days of conclusion of Step 2, and must specify the exact question which it wishes arbitrated.
25 The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the
26 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
27 seven (7) arbitrators furnished by FMCS. By mutual agreement the parties may utilize PERC or
28 AAA. The arbitrator will be selected from the list by both the County representative and the Union,

1 each alternately striking a name from the list until one (1) name remains. The arbitrator shall be
2 asked to render a decision promptly and the decision of the arbitrator shall be final and binding on
3 both parties.

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

7 **C.** The arbitrator's fee and expenses and any court reporter's fee and expenses shall
8 be paid equally by both parties. Each party shall pay all of their fees and expenses including the cost
9 of any witnesses appearing on that party's behalf regardless of the outcome.

10 **D.** No matter may be arbitrated which the County by law has no authority over, has
11 no authority to change, or has been delegated to any civil service commission or personnel board as
12 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

13 There shall be no strikes, cessation of work or lockout during such conferences or
14 arbitration.

15 **E.** Time restrictions may be waived by consent of both parties.

16 **Section 13.6. Mediation.**

17 **A. Unfair Labor Practice** - The County and the Union agree that thirty (30) calendar
18 days prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
19 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
20 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
21 relief for the alleged Unfair Labor Practice.

22 **B. Grievance** - After a grievance is initially filed, the following Alternative Dispute
23 Resolution (ADR) process may be followed, with mutual consent.

24 **1.** A meeting will be arranged by the County and Union Representatives.

25 **2. (a)** The meeting will include a mediator(s) and the affected parties.

26 **(b)** The parties may mutually agree to other participants such as
27 subject matter experts.

28 **3.** The parties will meet at mutually agreeable times to attempt to resolve the

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matter.

- 4. If the matter is resolved, the grievance will be withdrawn.
- 5. If the matter is not resolved, the grievance may continue through the grievance process.
- 6. The moving party can initiate the next step in the grievance process at the appropriate times, irrespective of this process.
- 7. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

This section does not supersede or preclude any use of grievance mediation later in the grievance process.

Section 13.7. 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 13.8. Just Cause/Progressive Discipline. No regular employee may be disciplined except for just cause. Warnings and counselings whether given orally or in writing are not considered discipline. Discipline is defined as a written reprimand, suspension, demotion, reduction or withholding of a pay increase, involuntary transfer, and termination. In addition, the County will employ the concept of progressive discipline. 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, Step 3 of the Grievance Procedure will be initiated immediately, and the King County Sheriff or designee shall convene the meeting within fourteen (14) calendar days of the date the employee is accused of the violation or is relieved of duty.

Section 13.9. Probationary Employees. The provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

1 **Section 13.10. Union Concurrence.** Inasmuch as this is an agreement between the County
2 and the Union, no individual may, without Union concurrence, make use of the provisions of this
3 Article.

4 **Section 13.11. Temporary Employees.** Provisional, term-limited temporary and temporary
5 employees are not eligible to grieve discipline or discharge under this Article.

6 **ARTICLE 14: USE OF COUNTY BULLETIN BOARDS AND ELECTRONIC DEVICES**

7 As provided under MLA Article 23.

8 **ARTICLE 15: SAVINGS CLAUSE**

9 As provided under MLA Article 30.

10 **ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

11 **Section 16.1.** The County and the Union agree that the public interest requires efficient and
12 uninterrupted performance of all County services, and to this end pledge their best efforts to avoid or
13 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
14 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
15 duties, sick leave absence which is not bona fide, or other interference with County functions by
16 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
17 to end such interference. Any concerted action by any employees in any bargaining unit shall be
18 deemed a work stoppage if any of the above activities have occurred.

19 **Section 16.2.** Upon notification in writing by the County to the Union that any of its
20 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
21 members to immediately cease engaging in such work stoppage and provide the County with a copy
22 of such order. In addition, if requested by the County, a responsible official of the Union shall
23 publicly order such Union employees to cease engaging in such a work stoppage.

24 **Section 16.3.** Any employee who commits any act prohibited in this Article will be subject to
25 the following action or penalties:

- 26 1. Discharge.
27 2. Suspension or other disciplinary action as may be applicable to such employee.
28

1 **ARTICLE 17: REDUCTION IN FORCE**

2 **Section 17.1.** Regular and probationary employees covered by this Agreement who are laid
3 off as a result of a reduction in force shall be laid off according to seniority within the bargaining unit
4 and classification, with the employee with the least time being the first laid off. An employee who is
5 rehired or reinstated after a break in service due to a voluntary resignation will accrue bargaining unit
6 seniority only from his/her most recent date-of-hire or reinstatement. In the event there are two or
7 more employees eligible for layoff within the bargaining unit with the same seniority, the division
8 manager will determine the order of layoff based on employee performance, provided: No regular or
9 probationary employee shall be laid off while there are term-limited temporary or provisional
10 employees serving in a position for which the regular or probationary employee is eligible and
11 available.

12 **Section 17.2.** In lieu of layoff, a regular or probationary employee may request, and shall be
13 granted, demotion to a position in a lower classification within the bargaining unit, thereby filling the
14 position (i.e., bumping) held by the employee with the least seniority in the lower classification;
15 provided that the employee requesting demotion (i.e., exercising their right to bump) has more
16 seniority in the bargaining unit than the employee who is being bumped.

17 **Section 17.3.** Employees who are not performing in a satisfactory manner at the time of
18 layoff and who have been notified via the regularly scheduled King County Sheriff's Office
19 evaluation of such unsatisfactory service prior to the announcement of a layoff, will lose the benefit
20 of their seniority for layoff purposes, i.e., unsatisfactory employees will drop to the bottom of the
21 seniority list regardless of their length of service. Evidence of unsatisfactory service will be an
22 overall rating of less than satisfactory on the most recent regularly scheduled King County Sheriff's
23 Office evaluation whether justified by grade or comment.

24 **Section 17.4.** The names of laid off employees will be placed in inverse order of layoff on a
25 re-employment list for the classification previously occupied. The re-employment list will remain in
26 effect for a maximum of two (2) years or until all laid off employees are re-hired, whichever occurs
27 first.

1 **ARTICLE 18: WAIVER CLAUSE**

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

8 **B. Modification.** Should the parties agree to amend or supplement the terms of this
9 Agreement, such amendments or supplements shall be in writing and effective when signed by the
10 parties.

11 **ARTICLE 19: TRANSFERS**

12 **Section 19.1. Intent.** Regular employees may submit written requests for transfer or
13 reassignment within the division. Such requests shall be given full consideration by the division
14 manager/designee.

15 **Section 19.2. Lateral Transfer.** Regular employees covered by this Agreement shall be
16 given the opportunity to be considered for lateral transfer within their respective classifications if a
17 vacant position exists. Such lateral transfer shall be accomplished pursuant to the following:

18 **A.** Notification of the vacancy shall be provided to all bargaining unit employees
19 within the classifications who are eligible for lateral transfer consideration.

20 **B.** Eligible employees applying for a lateral transfer shall be interviewed by the
21 appointing authority or designee.

22 **C.** If none of the eligible employees are selected for lateral transfer, the position will
23 be filled through the competitive examination process.

24 **Section 19.3. Involuntary Transfer.** When an employee is transferred or reassigned
25 involuntarily and such transfer or reassignment produces significant hardship on the employee or the
26 employee's family due to excess travel time, expense, or other factors, the division will give full
27 consideration to these factors and respond to viable alternatives proposed by the employee or the
28 Union with written justification for the transfer.

1 **ARTICLE 20: DURATION**

2 As provided under MLA Article 31.

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4 APPROVED this 15 day of MARCH, 2018.

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7 By: 

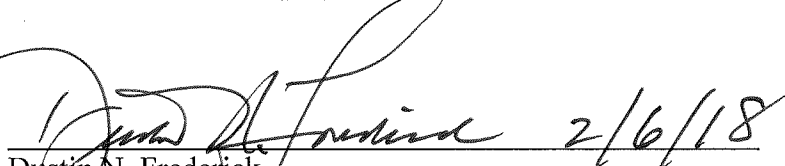
8 King County Executive

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11 King County Sheriff's Office:

12
13 

14 Mitzi Jonanknecht
15 Sheriff
16 King County Sheriff's Office

17
18
19 For Public Safety Employees Union:

20
21  2/6/18

22 Dustin N. Frederick
23 Business Manager

cba Code: 214

Union Code: H10

ADDENDUM A
Public Safety Employees Union
Fire Investigator - King County Sheriff's Office
WAGE ADDENDUM

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1 Start	Step 2 after 6 months	Step 3 after 18 months	Step 4 after 30 months	Step 5 after 42 months	Step 6 after 54 months
5302100	533503	Fire Investigator I	Range 54, Step 1	Range 54, Step 2	Range 54, Step 4	Range 54, Step 6	Range 54, Step 8	Range 54, Step 10
5302200	533603	Fire Investigator II	Range 59, Step 1	Range 59, Step 2	Range 59, Step 4	Range 59, Step 6	Range 59, Step 8	Range 59, Step 10
5317200	533202	Assistant Fire Marshal	Range 64, Step 1	Range 64, Step 2	Range 64, Step 4	Range 64, Step 6	Range 64, Step 8	Range 64, Step 10

For rates, refer to the King County Squared Salary Table

Education Incentive

Employees covered by this Agreement shall receive education incentive payment in accordance with the following schedule:

	Minimum Years of King County Law Enforcement		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Master Degree	4%	5%	6%