



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 9, 2014**

**Ordinance 17889**

**Proposed No. 2014-0303.1**

**Sponsors Lambert and Phillips**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Public, Professional & Office-Clerical  
4 Employees and Drivers, Teamsters Local 763  
5 (Communications Specialists) representing employees in  
6 the King County sheriff's office; and establishing the  
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and Public, Professional & Office-Clerical Employees and Drivers,  
11 Teamsters Local 763 (Communications Specialists) representing employees in the King  
12 County sheriff's office, which consists of Attachments A and B to this ordinance, is  
13 hereby approved.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15            January 1, 2012, through and including December 31, 2016.  
16

Ordinance 17889 was introduced on 8/25/2014 and passed by the Metropolitan King  
County Council on 9/8/2014, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,  
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove  
No: 0  
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED  
2014 SEP 12 PM 3:30  
CLERK  
KING COUNTY COUNCIL

APPROVED this 11 day of SEPTEMBER 2014.



Dow Constantine, County Executive

**Attachments:** A. Agreement between King County and Public-Professional & Office-Clerical  
Employees and Drivers Local Union 763, B. Exhibit A King County Sheriff's Office L763  
Communications Statement

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL**  
**UNION NO. 763**  
**Affiliated with the International Brotherhood of Teamsters**  
**COMMUNICATIONS CENTER EMPLOYEES**

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS**  
**LOCAL UNION NO. 763**  
**Affiliated with the International Brotherhood of Teamsters**  
**COMMUNICATIONS CENTER EMPLOYEES**

This collective bargaining agreement (Agreement) is by and between King County, (County), and Public, Professional & Office Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters (Union).

These articles constitute an agreement, terms of which have been negotiated in good faith, between the County and the Union. This Agreement shall be subject to approval by ordinance by the County.

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND DUES DEDUCTION**

**Section 2.1. Jurisdiction:** The County recognizes the Union as the exclusive bargaining representative for those employees of the County who perform work for the King County Sheriff's Office (KCSO) and whose job classifications are listed in the attached Addendum "A".

**Section 2.2. Union Membership Security:**

(a). It shall be a condition of employment that all full-time regular and part-time regular employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing, or pay an agency fee to the Union for their representation to the extent permitted by law.

(b). It shall be a condition of employment that full-time regular and part-time regular

1 employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth  
2 (30th) day following such employment, become and remain members in good standing in the Union,  
3 or pay an agency fee to the Union for their representation to the extent permitted by law. Provided,  
4 that an employee with a bona fide religious objection to union membership and/or association based  
5 on the bona fide tenets or teachings of a church or religious body of which such employee is a  
6 member shall not be required to tender those dues or initiation fees to the Union as a condition of  
7 employment. Such employee shall pay an amount of money equivalent to regular union dues and  
8 initiation fee to a non-religious charity mutually agreed upon between the employee and the Union.  
9 The employee shall furnish written proof that payment to the agreed upon nonreligious charity has  
10 been made. If the employee and the Union cannot agree on the non-religious charity, the Public  
11 Employment Relations Commission shall designate the charitable organization. It shall be the  
12 obligation of the employee requesting or claiming the religious exemption to show proof to the  
13 Union that he/she is eligible for such exemption.

14 **Section 2.3.** Failure to abide by the provisions of this Article shall be cause for dismissal;  
15 provided that the County has no duty to act until the Union submits a written request for discharge to  
16 the Director of Labor Relations with a copy to KCSO. Within fifteen (15) days after receipt of such  
17 request, the County will notify the employee of its intent to dismiss him/her for failure to fulfill Union  
18 obligations as set forth in this Article.

19 **Section 2.4. Dues Deduction:** Upon receipt of written authorization individually signed by  
20 a bargaining unit employee, the County shall have deducted from the pay of such employee the  
21 amount of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to  
22 the Union within fifteen (15) business days of said deduction for the employees. The Union will  
23 indemnify, defend, and hold the County harmless against any claims made and against any suit  
24 instituted against the County on account of any check-off of dues for the Union. The Union agrees  
25 to refund to the County any amounts paid to it in error on account of check-off provision upon  
26 presentation of proper evidence thereof.

27 **Section 2.5. Union Membership Form:** Within five (5) business days from assignment into  
28 the bargaining unit the County shall require all new employees to sign an application form and shall

1 forward the form to the Union.

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

5       **Section 2.7. Non-Discrimination:** No member of the Union shall be discharged or  
6 discriminated against for upholding Union rules or principles or doing committee work in the interest  
7 of the Union; provided however, it does not interfere with the performance of their job duties.

8       **Section 2.8. Visitation Rights:** Authorized representatives of the Union may, after notifying  
9 the County, visit the work location of employees covered by this Agreement at any reasonable time.

10       **Section 2.9. Shop Stewards:** The County agrees to recognize employees designated by the  
11 Union as Shop Stewards. When contract administration business is conducted during work hours, the  
12 steward is responsible for clearing time away from work with his/her manager or supervisor. The  
13 Union and the County recognize in light of the work being performed under this agreement, County  
14 work comes first.

15       **Section 2.10. Bulletin Boards and Union Electronic Communications:** The Union shall be  
16 allowed use of bulletin board space to post Union notices. Only recognized Union officers, stewards,  
17 and Union staff will be entitled to post Union materials, and only materials originating from the  
18 Union office and bearing the Union logo, or signed by a staff member or officer of the Union, may be  
19 posted on the Union bulletin board space. Union staff members shall be allowed to post electronic  
20 mail notices through their stewards on the County's electronic mail system if the notices meet the  
21 same requirements outlined above, and stewards and the Union staff may also use the County's  
22 electronic mail system for communications related to contract administration; provided, the use of the  
23 County's electronic mail system complies with County policies governing electronic mail and  
24 internet use. The Union understands that there is no guarantee of privacy of electronic mail  
25 messages. Stewards may make limited use of the County's telephones, FAX machines, copiers, and  
26 similar equipment for purposes of contract administration. In light of the critical services to the  
27 public being provided by employees under this Agreement, under no circumstances shall use of the  
28 County's equipment interfere with normal operations.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

4 (a). Determine the mission, budget, organization, number of employees, and internal  
5 security practices;

6 (b). Recruit, examine, evaluate, promote, train, transfer employees of its choosing,  
7 and determine the time and methods of such action, and discipline, suspend, demote, or dismiss  
8 regular employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject  
9 to the grievance procedure and just cause provisions of Article 12;

10 (c). Assign bargaining unit work to any employee in the bargaining unit and direct the  
11 work force;

12 (d). Develop and modify class specifications;

13 (e). Determine the method, materials, and tools to accomplish the work;

14 (f). Designate duty stations and assign employees to those duty stations;

15 (g). Reduce the work force;

16 (h). Establish reasonable work rules;

17 (i). Assign the hours of work;

18 (j). Take whatever actions may be necessary to carry out the KCSO's mission in case  
19 of emergency.

20 **Section 3.2.** All of the functions, rights, powers, and authority of the County not specifically  
21 abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by  
22 the County.

23 **Section 3.3.** Bi-weekly pay: The right to define and implement a new bi-weekly payroll  
24 system is vested exclusively in the County. Implementation of such system may include a conversion  
25 of wages and leave benefits into hourly amounts and the parties recognize the County's exclusive  
26 right to make the changes necessary to implement such payroll system. Further, the parties agree that  
27 applicable provisions of this Agreement may be re-opened at any time during the life of the  
28 Agreement by the County for the purpose of negotiating standardized pay practices, to the extent

1 required by law.

2       **Section 3.4.** In prescribing policies and procedures relating to personnel and practices, and to  
3 the conditions of employment, the County will comply with state law to negotiate or meet and confer,  
4 as appropriate. However, the parties agree that the County retains the right to implement any changes  
5 to policies or practices that are not mandatory subjects of bargaining.

6       **Section 3.5.** Civil Service and Career Service: The County retains the right to bargain  
7 changes or effects, to the extent required by law, to King County Civil Service Rules and Career  
8 Service/Personnel Guidelines, and may propose such changes at any time. Such proposals may be  
9 discussed in labor/management meetings or any forum acceptable to the parties.

10       **Section 3.6.** Early Intervention Systems (EIS): Consistent with the authority retained in  
11 Section 3.1.(b) supra, the County has the right to develop and implement an EIS system consistent  
12 with KCSO’s policies and procedures.

13       **Section 3.7.** Performance Review: Consistent with the authority retained in Section 3.1.(b)  
14 supra, the County has the right to develop and implement a performance evaluation system consistent  
15 with KCSO’s policies and procedures.

16       **Section 3.8.** Civilian Review: The County has the right to create, develop and implement a  
17 system of civilian review and an Office of Law Enforcement Oversight (OLEO) consistent with  
18 County ordinances.



1 **ARTICLE 4: HOLIDAYS**

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

HOLIDAY	COMMONLY CALLED:
New Year's Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday in January
Presidents' Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday in November
Friday following Thanksgiving Day	
Christmas Day	25th day of December

16 **Section 4.2. Date of Observance:** Whenever a holiday falls upon a Sunday, the following  
17 Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on  
18 the preceding Friday. Provided further, that the employees in the Communications Center who work  
19 in a twenty-four hour seven day per week (24/7) operation shall observe the following four (4)  
20 holidays on the specific dates listed below. For these specific named holidays, overtime will be paid  
21 only to those employees who work on the dates listed below:

Holiday	Date of Observance and Overtime Payment
New Year's Day	1st of January
Independence Day	4th of July
Veteran's Day	11th of November
Christmas Day	25th of December

1           **Section 4.3. Overtime Payment:** All employees shall take holidays on the day of observance  
2 unless their work schedule requires otherwise for continuity of services, in which event, they shall be  
3 paid at one and one half (1-1/2) times the regular rate for all hours worked on a holiday, in addition to  
4 the regular holiday pay.

5           **Section 4.4. Floating Holiday:** Each employee shall receive two (2) additional personal  
6 holidays to be administered through the vacation plan. One (1) personal holiday shall be added to the  
7 vacation leave bank in the pay-period that includes the first day of October and one (1) personal  
8 holiday will be added in the pay-period that includes the first day of November of each year. These  
9 days can be used in the same manner as any vacation day earned.

10           **Section 4.5. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to  
11 and the day following a holiday to be eligible for holiday pay.

12           **Section 4.6. Pro-Rata Benefits:** Part-time regular and probationary employees will receive  
13 holiday benefits based upon the ratio of hours actually worked, less overtime, to a standard work year.  
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1 **ARTICLE 5: VACATIONS**

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

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

22  
23 The maximum annual vacation accrual will be four hundred eighty (480) hours.

24 **Section 5.2. Accrual Based on Hours Worked:** Vacation benefits for part-time regular and  
25 probationary employees will be established based upon the ratio of hours actually worked, less  
26 overtime, to a standard work year. For example, if a part-time employee normally works four (4)  
27 hours per day in a unit that normally works eight (8) hours per day, then the part-time employee  
28 would be granted one-half (1/2) of the vacation benefit allowed a full-time employee with an

1 equivalent number of years service. The maximum annual accrual is prorated accordingly, i.e., a part-  
2 time employee working one-half (1/2) time would have a maximum annual vacation accrual of two  
3 hundred forty (240) hours.

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

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

10 **Section 5.5. Vacation Increments:** Vacation may be used in one-half (1/2) hour increments  
11 with the approval of immediate supervisor. Such approval shall not be unreasonably withheld.

12 **Section 5.6. Maximum Payment Upon Termination:** Upon termination for any reason, the  
13 employee, after six (6) months of initial employment, will be paid for unused vacation credits up to a  
14 maximum annual allowable accumulated vacation. Vacation payoff shall be calculated by utilizing the  
15 employee's base wages as set forth in Addendum A. The hourly rate shall be determined by dividing  
16 the annual rate of pay by the number of work hours in that year.

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

20 **Section 5.8. Excess Vacation:** All employees may continue to accrue additional vacation  
21 beyond the maximum annual accrual specified herein if, as a result of cyclical workloads or work  
22 assignments, accrued vacation will be lost. Non-probationary employees who leave County  
23 employment for any reason will be paid for their unused vacation up to the maximum annual accrual  
24 specified herein. Employees must use vacation leave in excess of the maximum annual accrual amount  
25 on or before the last day of the pay period that includes December 31 of each year.

26 **Section 5.9. Vacation Preference:** Vacation shall be granted on a seniority basis within each  
27 shift or unit and shall be taken at the request of the employee with the approval of the Section  
28 Commander/designee. Employees who are transferred involuntarily, and who have already had their

1 vacation request approved as specified above, will be allowed to retain that vacation period regardless  
2 of their seniority within the new shift or unit to which they are transferred.

3 **Section 5.10. Shift Assignments:** Shift/days off assignments shall be selected annually on  
4 the basis of seniority. This is not intended to limit the County's right to change shift schedules and/or  
5 shift staffing. Shift/days off assignments shall be selected on the basis of seniority in classification.

6 **Section 5.11.** If it becomes necessary to make an operational transfer or fill a new/old  
7 staffing slot before the normal shift selection process, volunteers will first be solicited by seniority.  
8 If there are no volunteers, the least senior non-probationary employee from the assigned shift, who  
9 has corresponding call receiver and/or dispatcher abilities, will be reassigned. The County and the  
10 Union acknowledge operational, emergent, or training staffing issues may take priority.

11 **Section 5.12. Vacation Donation:** Employees shall be allowed to donate vacation leave in  
12 accordance with the provisions set forth in the County Code (KCC) 3.12.223, as amended, and  
13 Personnel Guidelines Section 14.6, as amended.

#### 14 **ARTICLE 6: SICK LEAVE**

15 **Section 6.1. Accrual:** Regular and probationary employees shall accrue sick leave benefits at  
16 the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight  
17 (8) hours per month. Employees shall accrue sick leave from their date of hire in a leave eligible  
18 position. The employee is not entitled to sick leave if not previously earned.

19 **Section 6.2. Loss of Accrual:** During the first year of service, employees eligible to accrue  
20 vacation leave may, at the Sheriff's/designee's discretion, use any accrued days of vacation leave as  
21 an extension of sick leave. If an employee does not work a full year, any vacation leave used for sick  
22 leave must be reimbursed to the County upon termination unless the use of vacation leave was for a  
23 qualifying event under the Washington Family Care Act.

24 **Section 6.3. Increments:** Sick leave may be used in one-half (1/2) hour increments with  
25 approval of immediate supervisor. Such approval shall not be unreasonably withheld.

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

28 **Section 6.5. Verification of Illness:** KCSO is responsible for the proper administration of

1 the sick leave benefit. Verification of illness from a licensed health care provider may be required for  
2 any requested sick leave absence.

3 Any employee on a sick leave letter, after six (6) months, may request a review of their status.  
4 If there has been improvement in attendance, such sick leave letter shall be removed.

5 **Section 6.6. Separation from Employment:** Separation from County employment except by  
6 reason of retirement, layoff or separated for nondisciplinary medical reasons shall cancel all sick  
7 leave currently accrued to the employee. Should the employee resign in good standing, be laid off or  
8 is separated for nondisciplinary medical reasons and returns to the County within two (2) years,  
9 accrued sick leave shall be restored.

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

12 **Section 6.8. Other Than County Employment:** Sick leave because of an employee's  
13 physical incapacity shall not be approved where the injury is directly traceable to employment other  
14 than with the County.

15 **Section 6.9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have  
16 successfully completed at least five (5) years of County service and who retire as a result of length of  
17 service, or who leave County employment in good standing after twenty-five (25) years or more, or  
18 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW  
19 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick  
20 leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment  
21 less mandatory withholdings.

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

26 **Section 6.11. Uses of Sick Leave:** Employees are eligible for sick leave for the following  
27 reasons:

28 (a). Employee illness;

1 (b). Noncompensable injury of an employee (e.g., those injuries generally not eligible  
2 for worker's compensation payments);

3 (c). Employee disability due to pregnancy or childbirth;

4 (d). Employee exposure to contagious diseases and resulting quarantine;

5 (e). Employee keeping medical, dental, or optical appointments.

6 (f). In accordance with Family Medical Leave Act (FMLA), the County Family  
7 Medical Leave (KCFML) and other relevant federal, county, and state law, including but not limited  
8 to the Washington Family Care Act.

9 (g). Sick leave shall be authorized for an employee to be at the hospital on the day of  
10 the birth of his/her child and to care for a new born.

11 (h). Up to three (3) days of sick leave may be used per year, with advanced approval  
12 from KCSO, to volunteer at the employee's children's school, consistent with KCC 3.12.225, as  
13 amended.

14 **Section 6.12. Family Care:**

15 (a). Members of this bargaining unit are eligible for KCFML, as set forth in  
16 KCC 3.12.220.

17 (b). The definition of immediate family for purposes of KCFML is set forth in  
18 KCC 3.12.220. This includes the employee's spouse or domestic partner, the child or parent of the  
19 employee or the employee's spouse or domestic partner, and an individual who stands or stood in  
20 loco parentis to the employee or employee's spouse or domestic partner. In cases of family care  
21 where no paid sick leave benefit is authorized or exists an employee may be granted paid or unpaid  
22 leave consistent with the above referenced code section, FMLA, or Washington State Family Care  
23 Act, as appropriate.

24 **Section 6.13. Sick Leave Incentive:** In January of each calendar year, employee sick leave  
25 usage will be reviewed. Full-time regular employees who have used sixteen (16) or less hours of sick  
26 leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional  
27 hours credited to their vacation account. Employees who have used more than sixteen (16) but less  
28 than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their vacation

1 account. The additional vacation credits specified herein shall not affect sick leave amounts.

2 **Section 6.14. Bereavement Leave:**

3 (a). Full-time regular and probationary employees shall be entitled to three (3) work  
4 days (24 hours) of bereavement leave a year due to death of members of their immediate family.  
5 Employees may receive an additional two (2) days, [sixteen (16 hours)] of bereavement leave when  
6 round trip travel of two hundred (200) or more miles is required, provided the employee notifies  
7 his/her immediate supervisor. In the event that the County adopts an Ordinance which provides  
8 bereavement benefits which are more favorable than those contained in this contract, the County will  
9 offer such new provision to this bargaining unit.

10 (b). "Immediate family" for purposes of bereavement leave, is defined as follows: the  
11 employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner and  
12 the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic  
13 partner.

14 (c). Full-time regular employees who have exhausted their bereavement leave, shall  
15 be entitled to use sick leave in the amount of three (3) days (24 hours) for each additional instance  
16 when death occurs to a member of the employee's immediate family.

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

19 (e). Part-time regular and probationary employees are eligible for a bereavement leave  
20 provided herein on a prorated basis to that of a full-time, regular employee, e.g., three (3) days  
21 [twelve (12 hours)] if working half (1/2) time.

22 **ARTICLE 7: WAGE RATES**

23 **Section 7.1. Wage Adjustment:**

24 (a). All compensation to be paid to employees who are or were employed between  
25 January 1, 2012 through the date when the 2014 wage rates are implemented following full and final  
26 adoption of the Agreement by ordinance is as provided under Exhibit A, as amended.

27 (b). Wage rates are listed in Addendum A.

28 (c). This Section will open and remain open on the issue of wage increases for 2015



1 and 2016 until the issue is bargained.

2 **Section 7.2. Longevity Premiums:** Communications Specialists shall receive longevity  
3 premiums as outlined in Addendum C.

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

7 **Section 7.4. Communications Center Training Duty:** Employees in the Communications  
8 Center who are assigned in writing the responsibility of training and written evaluation of new  
9 employees shall be compensated in the following manner:

10 (a). Phase Two - For each session a trainer is assigned an employee to train, the  
11 trainer will receive one (1) session's training credit. After a total of twenty (20), training credits have  
12 been accrued, the trainer will receive twenty (20) hours additional compensation at the base rate of  
13 pay. The trainer may designate how the compensation will be divided either vacation or straight pay  
14 in full hourly increments. The trainer must designate his desire on the training pay request form (or  
15 its replacement). For purposes of this Agreement, a session is defined as four (4) hours when a  
16 trainer is "plugged in" with the trainee, or eight (8) hours when a trainer is not "plugged in" with the  
17 trainee but they are both on duty in the call center at the same time and in training status. Periods of  
18 time less than a session shall be pro-rated accordingly.

19 (b). Phase Three - Phase three training shall be compensated at eight (8) hours credit  
20 per month. The trainer may designate how the compensation will be divided either vacation or pay in  
21 full hourly increments. The trainer must designate his desire on the training pay request form (or its  
22 replacement). Periods of time less than a month shall be pro-rated accordingly.

23 (c). The payment for training shall be made no later than the second pay period  
24 following the completion of the training sessions and submission of the training pay request form (or  
25 its replacement).

26 **Section 7.5. Reinstated Employees:**

27 (a). **Reinstatement Within One (1) Year:** Employees who are reinstated pursuant to  
28 Civil Service Rules within one (1) calendar year of the date they left County service shall, upon

1 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion of  
 2 six (6) months actual service after reinstatement, they shall be compensated at the equivalent of the  
 3 same salary step that they were on when they left service plus any step advancement due for the  
 4 addition of the current service.

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

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

15 **Section 7.6. Eligibility for Dispatcher Pay:** Employees begin receiving dispatcher pay once  
 16 they become fully trained and certified as dispatchers. It is in the best interest of both employees and  
 17 the County to have as many Communications Specialists fully trained as dispatchers as possible.  
 18 Employees trained as dispatchers are able to perform a broader range of duties. If for some reason a  
 19 dispatcher is assigned to perform call receiver duties for a temporary period of time, the fully trained  
 20 dispatcher will continue to be paid dispatcher pay rates. The County and the Union agree in the event  
 21 dispatcher staffing becomes an issue as a result of call receivers failing to seek to become dispatchers,  
 22 the County and the Union will meet and confer in an effort to develop a resolution.

## 23 **ARTICLE 8: OVERTIME**

24 **Section 8.1. Overtime:** Overtime shall be payable for all hours worked in excess of forty (40)  
 25 hours in a week. Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate  
 26 of pay. The forty (40) hours in a week is calculated by using all paid hours, excluding all sick leave.

27 **Section 8.2. Callouts:** A minimum of four (4) hours at the overtime rate shall be paid for  
 28 each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked

1 shall be allowed at the overtime rates. In addition, call out pay shall apply to employees subpoenaed  
2 to court while on furlough or vacation.

3           **(a). Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall  
4 be paid for each court callout. Where such time in court exceeds two (2) hours, the actual hours  
5 worked shall be paid at the overtime rate. The provisions of this section apply only to callouts for the  
6 purposes of testifying in court. If the session starts less than two (2) hours before or after the  
7 employee's shift, it will be considered a shift extension for court and the employees will be  
8 compensated for the amount of time spent in court before or after their shift.

9           **(b). Training:** In the event that KCSO requires an employee to attend a mandatory  
10 training session and such training is not directly before or after a shift or during a shift, then a  
11 minimum of two (2) hours at the overtime rate shall be paid for the training callout.

12           **Section 8.3. Overtime Authorization:** All overtime shall be authorized by the Section  
13 Commander / designee in writing. Saturday and Sunday work is not overtime when it is a regularly  
14 scheduled work day.

15           **Section 8.4. Minimum Standards Set By Law:** If any provision of this Article conflicts with  
16 minimum standards established by RCW 49.46 then that provision shall be automatically amended to  
17 provide the minimum standards.

18           **Section 8.5.** Employees may submit written requests for compensatory time in lieu of  
19 overtime payments for working overtime as defined by this Article. The employer will approve or  
20 deny such requests in writing. Employees who accrue compensatory time shall be allowed to carry up  
21 to forty-eight (48) straight time hours of compensatory time at any given time.

22           **(a).** The parties agree to the following conditions on the use of compensatory time  
23 with the understanding that it is unduly disruptive, and creates undue hardship for KCSO to process  
24 compensatory time in any manner other than as describe below.

25           **(b).** Compensatory time must be accrued before its request is submitted.

26           **(c).** Compensatory time requests will be reviewed and processed on a first submitted  
27 first processed basis. If two (2) or more requests are received at the same time, then the processing  
28 will be based upon bargaining unit seniority within the shift.

1           (d). The parties agree that it is reasonable for requests for compensatory time to be  
2 submitted no more than sixty (60) days or less than seventy-two (72) hours in advance of the  
3 requested time off date. Once a request is submitted under Subsection f below, the County shall  
4 either approve or deny the request within seven (7) days. For requests submitted under Subsection g  
5 below, the County shall inform the employee of the status of his or her request after its submitted and  
6 shall further inform the employee if the request is approved or denied no later than seventy-two (72)  
7 hours before the requested time off. For requests submitted with less than seventy-two (72) hours  
8 before the start of the requested leave, the County shall either approve or deny the request within  
9 twenty-four (24) hours of the time the request is submitted. However, requests made with less than  
10 seventy-two (72) hours notice, including requests that have previously been denied, may be approved  
11 by the Section Commander/designee depending on the staffing level he or she determines is needed  
12 (which may be more than the minimum required for the shift).

13           (e). A maximum of forty-eight (48) hours of compensatory time can be requested at  
14 any one time. Each employee can take a maximum of ninety-six (96) hours of compensatory time in  
15 a calendar year (January 1st through December 31st).

16           (f). For each shift, one (1) request for compensatory time will be approved.

17           (g). Additional compensatory time leave for each shift will be approved if the leave  
18 will not require backfilling to cover the requested leave.

19           (h). Once the compensatory time is approved it will not be rescinded.

20           (i). On the first payroll period of July of each year, KCSO may cash out compensatory  
21 time that has not already been approved for use.

22           (j). The parties agree that it is unduly disruptive for employees to use compensatory  
23 time off on any recognized holiday as set forth in Article 4, Section 1 or on Saint Patrick's Day,  
24 Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve except as approved by the Section  
25 Commander/designee depending on the staffing level he or she determines is needed (which may be  
26 more than the minimum required for the shift).

27           (k). Regular Part-time employees (also known as Job Share) maximum compensatory  
28 time accrual and usage shall be pro-rated based on the full time employee's maximum annual leave

1 accrual and usage (e.g., a part-time employee scheduled half-time may accrue and have a maximum  
2 one-time use of twenty-four (24) hours, and a maximum annual use of forty-eight (48) hours).

3 **Section 8.6. Voluntary Training:** Employees who request training on a voluntary basis will  
4 not be paid for study time associated with said training, nor will overtime compensation be paid for  
5 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
6 training schedule, provided, however, employees who are required to attend by KCSO will be paid  
7 overtime pursuant to the overtime provisions of this Agreement.

## 8 **ARTICLE 9: HOURS OF WORK**

9 **Section 9.1.** The normal full-time work hours shall be forty (40) hours per workweek.

10 **Section 9.2. Work Schedules:** The establishment of reasonable work schedules and starting  
11 times is vested solely within the purview of KCSO management and may be changed from time to  
12 time provided a two (2) week prior notice of change is given, except in those circumstances over  
13 which the KCSO cannot exercise control. Provided: The required two (2) calendar week (ten (10)  
14 working days) notification period shall not commence until the employee has received verbal or  
15 written notification of the proposed change. In the exercise of this prerogative, KCSO management  
16 will establish schedules to meet the dictates of the workload; however, nothing contained herein will  
17 permit split shifts.

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

20 **Section 9.4. Employee Requests:** With KCSO approval, work schedules may be altered  
21 upon written request of the employee.

22 **Section 9.5. Part-time - Job Sharing:** If two (2) employees in the same job classification  
23 and work site wish to job share one (1) full time position, they shall submit such a request in writing  
24 to their immediate supervisor. The immediate supervisor shall submit such request to the Division  
25 Chief, via the Section Commander. The request shall then be transmitted to the Sheriff. The Sheriff  
26 shall have ninety (90) days from the date he/she receives the request to review the request and either  
27 approve or deny the request for job sharing. Employees who job share one (1) full-time position shall  
28 receive benefits pursuant to County policy. In the event that one of the job-sharing employees

1 terminates his/her employment (voluntarily or involuntarily) the County shall have the following  
2 options:

- 3 (a). No change to the situation, allowing a half-time (1/2) position to continue.  
4 (b). Fill the vacant half-time (1/2) position with temporary help.  
5 (c). Expand the half-time (1/2) position to a full-time position, with sixty (60)  
6 calendar days notice to the affected employee.

7 **Section 9.6. Shift Trades:** Following are the guidelines for shift trades:

- 8 (a). Trades are only allowed between comparable pay and duty classifications (i.e. call  
9 receiver for call receiver or dispatcher for dispatcher).  
10 (b). Trade requests should be submitted at least four (4) days before the proposed  
11 trade; later submissions run the risk of being declined due to conflicts with mandatory overtime  
12 assignments, etc.  
13 (c). A voluntary waiver of contract overtime, as provided under Section 8.1, will be  
14 completed and placed in the employee's personnel file.  
15 (d). The days traded must be scheduled at the time of request and fall within sixty (60)  
16 calendar days of the written request.  
17 (e). Only one (1) of an employee's two (2) weekly furlough days can be used to repay  
18 a trade.  
19 (f). When repaying a trade, employees can work no longer than a twelve (12) hour  
20 shift, and can work no more than six (6) days straight. In no event will it take more than four (4) pay  
21 periods to repay the shifts. At no time can an employee have more than forty-eight (48) hours of  
22 trade time arranged.  
23 (g). Trades cannot be used for more than six (6) consecutive days off, or if used in  
24 conjunction with furlough or holiday, a total of six (6) days may be traded (*i.e.*, six (6) before, six (6)  
25 after, or three (3) before and three (3) after or any other combination consisting of six (6) consecutive  
26 days).  
27 (h). Requests are to be in writing, in duplicate for filing purposes and must have the  
28 written approval (signature) of the affected shift supervisor(s).

1 (i). A shift trade book will be maintained with granted requests filed under both  
2 employee names for quick supervisory reference.

3 (j). Probationary employees may trade only after being certified as primary call  
4 receivers.

5 (k). It is the responsibility of the employee agreeing on the shift trade to ensure all  
6 approval signatures are obtained.

7 (l). The parties agree that this section may be subject of further discussion if requested  
8 by the County or Union. Furthermore, employees that do not fulfill their portion of a shift trade will  
9 have the appropriate leave balance reduced and will be subject to the established policies and  
10 procedures governing leave and attendance.

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

12 The County presently participates in group medical, dental, vision, disability and life  
13 insurance programs. The County agrees to maintain the plans during the term of this Agreement,  
14 provided that the Union and County agree that the County may implement changes to employee  
15 insurance benefits to which the Joint Labor Management Insurance Committee has agreed.

16 **ARTICLE 11: MISCELLANEOUS**

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

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

23 **Section 11.3. Civil Service Hearings:** Employees who are directly involved with  
24 proceedings before the Civil Service Commission may be allowed to attend without loss of pay  
25 provided prior permission is granted by the Sheriff or his/her designee.

26 **Section 11.4. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line  
27 of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at  
28 KCSO expense, not to exceed \$150.00.

1           **Section 11.5. Work Out of Class:** Whenever an employee is assigned, in writing, by the  
2 Division Chief or his/her designee, to perform the duties of a higher classification for a period of two  
3 (2) consecutive hours or more, that employee shall be paid at the first step of the higher class or a  
4 minimum of five percent (5%), whichever is greater, over the salary received prior to the assignment,  
5 for all time spent while so assigned. The KCSO may assign an employee to perform the duties of a  
6 lower classification for a temporary period of time. In such cases the employee shall retain the same  
7 salary of his/her normal classification.

8           **Section 11.6. Lead Worker Pay:** Employees assigned, in writing, by the Division Chief or  
9 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent  
10 (5%) greater than their regular rate for all time so assigned. Assignment of "lead worker" status or  
11 pay will not confer on an employee any privilege or right, including the right of appeal, right of  
12 position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay  
13 may be revoked at any time at the sole discretion of the Division Chief or his/her designee. At such  
14 time as the "lead worker" designation is removed, the employee's compensation reverts to the rate  
15 received prior to the designation. Provided, however, that when revocation of lead worker pay is used  
16 as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just cause  
17 provisions of Article 12.

18           **Section 11.7. Mandatory Higher Education:** Employees who are required to obtain  
19 additional formal education beyond that initially required for employment shall be allowed time off  
20 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion  
21 of KCSO.

22           **Section 11.8. Jury Duty:** An employee required by law to serve on jury duty shall continue  
23 to receive his/her salary and shall be relieved of regular duties and assigned to day shift, with adjusted  
24 furlough days of Saturday and Sunday, for the period of time necessary for such assignment. If they  
25 have four (4) hours or more left on their shift at the completion of the jury duty assignment for the  
26 day, they shall report to their work location and complete the day shift. Once the employee is  
27 released for the day, or more than one (1) day, then he/she is required to contact the supervisor who  
28 will determine if he/she is required to report for duty, provided however such release time is prior to



1 1:00 p.m. If an employee is released after 1:00 p.m. he/she shall not be required to report for work on  
 2 that particular day. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded  
 3 to the Comptroller. The County may request verification of jury duty service. When an employee is  
 4 notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible,  
 5 but not later than two (2) weeks in advance, regarding the dates of absence from regular duties. The  
 6 supervisor will ensure that the employee is relieved of regular duties a minimum of twelve (12) hours  
 7 prior to the time of reporting for jury duty. When the employee is dismissed from jury duty  
 8 (completion of jury duty assignment) the employee is required to contact his/her supervisor  
 9 immediately. The supervisor will instruct the employee when to report to work. Provided: There  
 10 must be a minimum of twelve (12) hours between the time the employee is dismissed from jury duty  
 11 and the time he/she must report for regular duties.

12 **Section 11.9. Labor-Management Committee:** KCSO shall establish a joint Labor-  
 13 Management Committee which shall be comprised of equal participants from both KCSO and the  
 14 Union. Each party shall have sole right to select its participants. The function of the Committee shall  
 15 be to meet periodically to discuss issues of general interest and/or concern as opposed to individual  
 16 complaints, for the purpose of establishing a harmonious working relationship between the  
 17 employees, KCSO and the Union. Either KCSO or the Union may request a meeting of the  
 18 Committee; however, neither party is obligated to meet more than twice a year. The party requesting  
 19 the meeting shall do so in writing listing the issues they wish to discuss.

20 **ARTICLE 12: GRIEVANCE PROCEDURE**

21 **Section 12.1.** The County recognizes the importance and desirability of settling grievances  
 22 promptly and fairly in the interest of continued good employee relations and morale and to this end  
 23 the following procedure is outlined. To accomplish this, every effort will be made to settle  
 24 grievances at the lowest possible level of supervision. Employees will be unimpeded and free from  
 25 restraint, interference, coercion, discrimination or reprisal in seeking the adjudication of their  
 26 grievances.

27 **Section 12.2. Definition:** Grievance - An issue raised in writing by a party to this Agreement  
 28 relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in

1 this Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance  
2 procedure outlined in this Agreement.

3 **Procedure**

4 **Section 12.3. Step 1 - Immediate Supervisor:** A grievance shall be presented by the  
5 aggrieved employee, and/or his/her Union representative if the employee wishes, on a Union  
6 grievance form within fourteen (14) calendar days of the occurrence, or the date on which the grievant  
7 should have known of the occurrence, of such grievance, to the employee's immediate supervisor.

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 fourteen (14) calendar days. If a grievance is not pursued to the next level within  
14 fourteen (14) calendar days, it shall be presumed resolved.

15 **Section 12.4. Step 2 - Section Commander:** If, after thorough discussion with the immediate  
16 supervisor, the grievance has not been satisfactorily resolved, the employee and his/her Union  
17 representative shall present the grievance to the Commander for investigation, discussion and written  
18 reply. The Commander shall make his/her written decision available to the aggrieved employee and  
19 the Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level  
20 within fourteen (14) calendar days from the date the Union and the employee receives the  
21 Commander's written reply, the grievance shall be presumed resolved.

22 **Section 12.5. Step 3 - Division Chief:** If, after thorough evaluation, the decision of the  
23 Commander has not resolved the grievance to the satisfaction of the employee, the grievance may be  
24 presented to the Chief. All letters, memoranda and other written materials previously submitted to  
25 lower levels of supervision shall be made available for review and consideration. He/she may  
26 interview the employee and/or his/her representative and receive any additional related evidence  
27 which he/she may deem pertinent to the grievance. He/she shall make his/her written decision  
28 available within fourteen (14) calendar days. If the grievance is not pursued to the next higher level

1 within fourteen (14) calendar days from the date the Union and the employee receives the Chief's  
2 written reply, it shall be presumed resolved.

3 **Section 12.6. Step 4 - Office of Labor Relations (OLR):** If, after thorough evaluation, the  
4 decision of the Chief has not resolved the grievance to the satisfaction of the employee, the grievance  
5 may be presented to a committee comprised of one (1) representative from the Union, one (1)  
6 representative from KCSO, and the Director of Labor Relations or his/her designee, who shall also  
7 act as Chair. The Union representative and/KCSO representative may be subject to challenge for  
8 cause.

9 (a). This committee shall convene a hearing for the purpose of resolving the  
10 grievance. Both parties to the grievance shall be entitled to call witnesses on their behalf, and all such  
11 hearings shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually  
12 agreed to. The Chair shall render a decision within twenty-one (21) calendar days of the hearing. If  
13 the Chair fails to render a decision within twenty-one (21) calendar days the Union may proceed to  
14 Step 5 of this grievance procedure (except for written reprimands, which may not be appealed to  
15 Step 5.)

16 (b). The proceedings shall be informal.

17 (c). The parties shall not be represented by outside attorneys. "Outside" attorneys are  
18 those who do not work for the County or for the Union. Rules of evidence do not apply. The purpose  
19 shall be to determine the validity of the grievance and render a decision appropriate to that  
20 determination.

21 **Section 12.7.** County grievances shall be initiated at Step 4 of the grievance procedure.

22 **Section 12.8.** By mutual agreement, the parties may call in a mediator in place of the  
23 grievance panel to attempt to resolve the dispute. The parties shall jointly select the mediator, who  
24 will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator  
25 may not bind the parties to any agreement, as mediation is a voluntary process. Parties are  
26 encouraged to participate in good faith mediation and nothing the mediator says shall be admissible in  
27 arbitration.

28 **Section 12.9. Step 5 - Arbitration:** Either the County or the Union may request arbitration

1 within thirty (30) calendar days of the issuance of the Step 4 decision and the party requesting  
2 arbitration must at that time specify the exact question which it wishes arbitrated. If the Step 4  
3 decision is not timely appealed, the grievance will be presumed resolved. The parties shall then select  
4 a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree  
5 upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished  
6 by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service,  
7 or by another agency if the parties mutually agree. The arbitrator will be selected from the list by  
8 both the County representative and the Union, each alternately striking a name from the list until one  
9 (1) name remains. The arbitrator, under voluntary labor arbitration rules of the AAA, shall be asked  
10 to render a decision promptly and the decision of the arbitrator shall be final and binding on both  
11 parties.

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

15 (b). The arbitrator's fee and expenses and any court reporter's fee and expenses shall  
16 be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that  
17 party's behalf.

18 (c). No matter may be arbitrated which the County by law has no authority over, has  
19 no authority to change, or has been delegated to any civil service commission or personnel board as  
20 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

21 **Section 12.10.** There shall be no strikes, cessation of work or lockout during such  
22 conferences or arbitration.

23 **Section 12.11.** Time restrictions may be waived in writing by consent of both parties.

24 **Section 12.12. Multiple Procedures:** If employees/Union has access to multiple procedures  
25 for adjudicating grievances, then selection by the employees/Union of one (1) procedure will preclude  
26 access to other procedures; selection is to be made no later than at the conclusion of Step 2 of this  
27 grievance procedure. If any other complaints/claims relating to the issue in question are pursued after  
28 Step 2, then the grievance is automatically withdrawn.

1           **Section 12.13. Just Cause/Progressive Discipline:** No regular employee may be discharged,  
 2 suspended without pay, or disciplined in any way except for just cause. In addition, the County will  
 3 employ the concept of progressive discipline in appropriate cases. The County's policy is that  
 4 discipline is corrective, rather than punitive in nature. It is understood that there may be egregious  
 5 cases that may result in discharge, disciplinary transfer, or other disciplinary action, that do not  
 6 require corrective action.

7           **Section 12.14.** Written reprimands may not be used for purposes of progressive discipline  
 8 once three (3) years have passed from the date the reprimand was issued, and the County has  
 9 documented no similar problems with the employee during this three (3) year time period. In those  
 10 instances where disciplinary action is based on reasonable evidence of the commission of a crime, or  
 11 the proposed discipline involves suspension or termination of the employee the grievance procedure  
 12 will begin at Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the  
 13 procedure will begin at the next appropriate step.

14           **Section 12.15. Probationary Period:** All newly hired and promoted employees must serve a  
 15 probationary period as defined in RCW 41.14 and Civil Service Rules. As the above specify that the  
 16 probationary period is an extension of the hiring process, the provisions of this Article will not apply  
 17 to employees if they are discharged during their initial probationary period, or are demoted during the  
 18 promotional probationary period for performance related issues. Grievances brought by probationary  
 19 employees involving issues other than discharge or demotion may be processed in accordance with  
 20 this Article.

21           **Section 12.16. Union Concurrence:** Inasmuch as this is an agreement between the County  
 22 and the Union, only the Union, and not individual employees may make use of the provisions of this  
 23 Article. The final authority to settle a grievance is vested with the Union and the County.

## 24 **ARTICLE 13: NON-DISCRIMINATION**

25           **Section 13.1.** Neither the County nor the Union shall unlawfully discriminate against any  
 26 individual with respect to compensation, terms, conditions, or privileges of employment because of  
 27 race, color, religion, national origin, sexual orientation or expression, age, sex, or disability.

28           **Section 13.2.** The parties agree that personnel actions may be taken to accommodate

1 disabilities, as may be required under the Americans with Disabilities Act (ADA).

2 **ARTICLE 14: SAVINGS CLAUSE**

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

9 **ARTICLE 15: WORK STOPPAGES AND COUNTY PROTECTION**

10       **Section 15.1. No Work Stoppages:** The County and the Union agree that the public interest  
11 requires efficient and uninterrupted performance of all County services, and to this end pledge their  
12 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall  
13 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
14 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
15 County functions by employees under this Agreement and should same occur, the Union agrees to  
16 take appropriate steps to end such interference. Any concerted action by any employees in any  
17 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

18       **Section 15.2. Union Responsibilities:** Upon notification in writing by the County to the  
19 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in  
20 writing, order such members to immediately cease engaging in such work stoppage and provide the  
21 County with a copy of such order. In addition, if requested by the County, a responsible official of  
22 the Union shall publicly order such the Union employees to cease engaging in such a work stoppage.

23       **Section 15.3. Disciplinary Action:** Any employee who commits any act prohibited in this  
24 Article shall be considered absent without leave. Such employee is also subject to the following  
25 action or penalty:

26               (a). Discharge.

27               (b). Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 16: WAIVER CLAUSE**

2       **Section 16.1.** The parties acknowledge that each has had the unlimited right within the law  
3 and the opportunity to make demands and proposals with respect to any matter deemed a proper  
4 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth  
5 in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each  
6 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not  
7 specifically referred to or covered by this Agreement.

8       **Section 16.2.** The parties agree that in the event they enter into Memoranda of Understanding  
9 or Agreement during the life of this Agreement, such agreements are binding when signed by  
10 authorized representatives of the parties and subject to each party's ratification process, if required.

11 **ARTICLE 17: REDUCTION-IN-FORCE**

12       **Section 17.1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall  
13 be laid off according to seniority within KCSO and classification, with the employee with the least  
14 time being the first to go. In the event there are two (2) or more employees eligible for layoff within  
15 KCSO with the same classification and seniority, KCSO will determine the order of layoff based on  
16 employee performance. Provided: No regular or probationary employee shall be laid off while there  
17 are temporary employees serving in the class or position for which the regular or probationary  
18 employee is eligible and available.

19       **Section 17.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
20 probationary employee may, on the basis of KCSO seniority, bump the least senior employee in any  
21 lower level position within the bargaining unit formerly held by the employee designated for layoff.

22       **Section 17.3. Reemployment List:** The names of laid off employees will be placed in inverse  
23 order of layoff on a reemployment list for the classification previously occupied. The re-employment  
24 list will remain in effect for a maximum of two (2) years or until all laid off employees are rehired,  
25 whichever occurs first.

1 **ARTICLE 18: DURATION**

2 This Agreement shall be effective from January 1, 2012 through December 31, 2016. All  
3 changed contract provisions are effective following adoption of this Agreement by ordinance unless a  
4 different date is specified herein. Written notice of desire to modify this agreement shall be served by  
5 either party upon the other at least sixty (60) days prior to the date of expiration.

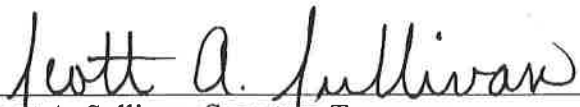
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APPROVED this 10 day of JULY, 2014.

By: 

King County Executive

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO. 763,  
affiliated with the International Brotherhood of Teamsters:

  
Scott A. Sullivan, Secretary-Treasurer



cba Code: 450

Union Code(s): K3

**ADDENDUM A - WAGE ADDENDUM  
TEAMSTERS, LOCAL 763  
COMMUNICATIONS SPECIALISTS  
PAY RATES 2014**

Job Class Code	PeopleSoft Job Code	Classification Title				
5140200	514501	Communications Specialist - Call Receiver				
		Step 1	Step 2	Step 3	Step 4	Step 5
	Hourly	\$21.1235	\$21.9057	\$23.0011	\$24.4531	\$25.3591
	Monthly*	\$3,661.40	\$3,796.99	\$3,986.85	\$4,238.53	\$4,395.58

Job Class Code	PeopleSoft Job Code	Classification Title				
5140100	514401	Communications Specialist - Dispatcher				
		Step 6	Step 7	Step 8	Step 9	Step 10
	Hourly	\$25.6761	\$26.6264	\$27.9580	\$29.3560	\$31.2089
	Monthly*	\$4,450.53	\$4,615.24	\$4,846.05	\$5,088.37	\$5,409.54

**ADDENDUM B - STEP INCREASE ELIGIBILITY**

**Section 1.** Step increases shall occur annually on an employee's adjusted service date based on date of hire as a KCSO communications specialist. Call receivers will be placed on Step 6 (first step dispatcher) when fully certified as a dispatcher, after successful completion of dispatcher training. The date of this placement will become the date for annual step increases thereafter.

**Section 2.** All step increases are based upon satisfactory performance during previous service.

**Section 3.** Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective KCSO.

**Section 4.** If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.

**Section 5.** The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action. Performance evaluations and KCSO actions related thereto are not subject to the grievance procedure under this Agreement.

1 **ADDENDUM C - LONGEVITY**

2 **Teamsters, Local 763**

3 **Communications Specialists**

4

5 **Longevity Pay**

6 **Communications Specialists (Call Receivers)** covered by this Agreement shall receive  
7 longevity payment in accordance with the following schedule:

8

9 After 10 years of service as a KCSO Communications Specialist .30/ hr	10 After 15 years of service as a KCSO Communications Specialist .45/hr	11 After 20 years of service as a KCSO Communications Specialist .60/hr
----------------------------------------------------------------------------------	----------------------------------------------------------------------------------	----------------------------------------------------------------------------------

12 **Communications Specialists (Dispatchers)** covered by this Agreement shall receive  
13 longevity payment in accordance with the following schedule:

14

15 After 7 years of service as a KCSO Communications Specialist .35/ hr	16 After 12 years of service as a KCSO Communications Specialist .50 /hr	17 After 17 years of service as a KCSO Communications Specialist .65/hr
----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------	----------------------------------------------------------------------------------

18

19 Years of service is measured by an employee's adjusted service date based on date of hire as a  
20 Communications Specialist.

**LETTER OF INTENT**

**Section 8.5: Compensatory Time**

**Teamsters, Local 763 Communications Specialists**

Except as provided under Section 8.5.F, i.e., the approval of one (1) request for compensatory time off on each shift, KCSO intends to approve additional compensatory time off requests when backfilling is not necessary and staffing levels are sufficient to cover anticipated call volumes. Supervisors will consider minimum staffing levels and anticipated call volumes as part of their analysis when determining whether to grant additional compensatory time off.

APPROVED this 10 day of JULY, 2014.

By: Dawson

King County Executive

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO. 763,  
affiliated with the International Brotherhood of Teamsters:

Scott A. Sullivan  
Scott A. Sullivan, Secretary-Treasurer

## EXHIBIT A

King County Sheriff's Office  
L763 Communications Specialists

Compensation Settlement  
Summary Statement

Eligible Earnings: January 1, 2012 Through Payroll Ending April 15, 2014

Employee ID	Name	2011 Eligible Earnings Increased by 1.63% for 2012	2012 Eligible Earnings Increased by 3.09% for 2013 w/1.63% Rollup	2013 Eligible Earnings Increased by 1.67% for 2014 w/ 1.63% & 3.09% Rollups Through PPE 4/15/2014	Total Payment (Subject to Mandatory Withholdings)
63599	Sierra,Allison	1,314.49	3,738.36	1,356.36	6,409.21
63729	Sperry,Katrina L	1,133.37	3,124.57	1,172.09	5,430.03
63753	Atlee,Stephanie M	927.17	2,792.50	1,112.84	4,832.51
64154	Roy,Jean J	1,609.35	4,848.86	1,794.38	8,252.59
64189	Wight,Susana A	865.20	2,701.91	991.44	4,558.55
64665	Eckerman,Virginia	1,182.42	2,636.51	-	3,818.93
64965	Warfield,Lisa A	1,266.88	3,723.67	1,590.73	6,581.28
65033	Mcintosh,Brian K	612.05	-	-	612.05
65252	Macdonald,Kathryn A	1,276.07	4,013.35	1,566.00	6,855.42
65258	Apostol JR,Manuel G	927.32	2,924.39	1,160.42	5,012.13
65858	West,Kelli D	1,212.49	3,445.07	1,413.92	6,071.48
65896	Holmes,Bradley W	952.96	2,878.94	1,111.52	4,943.42
66169	Thovson,Lee Scott	932.76	2,739.68	1,129.62	4,802.06
66194	Love,April M	1,046.38	3,452.96	218.38	4,717.72
66984	Atten,Kathryn M	1,181.32	3,638.80	1,455.13	6,275.25
67212	Young,Brooke L	937.20	2,778.36	1,107.57	4,823.13
67249	Lagreid,Louann	1,162.94	3,439.44	1,451.26	6,053.64
67288	Pardo-patterson,Josephine D	1,277.18	3,548.79	1,508.18	6,334.15
67374	Gardner,Rochelle	572.98	-	-	572.98

## EXHIBIT A

Employee ID	Name	2011 Eligible Earnings Increased by 1.63% for 2012	2012 Eligible Earnings Increased by 3.09% for 2013 w/1.63% Rollup	2013 Eligible Earnings Increased by 1.67% for 2014 w/ 1.63% & 3.09% Rollups Through PPE 4/15/2014	Total Payment (Subject to Mandatory Withholdings)
67419	Fleming,Lisa D	1,177.14	3,661.23	1,508.20	6,346.57
67434	Lux,Lindsay A	162.26	1,988.49	-	2,150.75
	West,Lindsay A	941.36	-	-	941.36
67816	Nill,Tracy M	1,297.34	3,908.69	1,536.40	6,742.43
68354	Johnson,Tiffany N	1,205.97	3,504.12	1,535.37	6,245.46
68611	Fernandes,Nancy L	961.03	3,060.03	1,322.37	5,343.43
69008	Barnes,Kathryn Annette	925.20	2,678.00	1,084.58	4,687.78
69284	Tyler,Kimberly L	873.68	2,547.97	934.33	4,355.98
69554	Foss,Magdalena K	1,254.39	3,420.77	1,389.43	6,064.59
69665	Carpenter (Emanuel),Katie A	838.56	-	-	838.56
69814	Browne,Melanie D	1,096.01	3,490.84	1,456.28	6,043.13
70346	Holfert,Michelle A	1,240.46	3,803.96	1,479.98	6,524.40
70385	Fowler,Brynn Colleen	866.88	-	-	866.88
70543	Burns,Brandy L	1,233.33	3,381.82	1,203.44	5,818.59
70994	Bodley,Dawn Mjf	1,137.35	3,376.94	1,326.84	5,841.13
71202	Munson,Kathleen M	1,142.03	3,502.63	1,438.58	6,083.24
71335	Obrien,Cheri Kay	1,322.66	4,084.39	1,546.89	6,953.94
71851	Good,Sheree A	1,386.08	3,689.03	1,298.46	6,373.57
72096	Condie,Christopher	1,118.75	3,393.93	1,493.15	6,005.83
72100	Dunbar,Margaret L	1,180.29	3,509.83	1,453.35	6,143.47
72851	Burke,Monica Cheryl Fun	1,167.06	3,306.15	1,386.41	5,859.62
74383	Deer,Kaylan S	367.08	-	-	367.08
74446	Johnsey,Sheree L	1,133.27	3,590.90	1,280.78	6,004.95

## EXHIBIT A

Employee ID	Name	2011 Eligible Earnings Increased by 1.63% for 2012	2012 Eligible Earnings Increased by 3.09% for 2013 w/1.63% Rollup	2013 Eligible Earnings Increased by 1.67% for 2014 w/ 1.63% & 3.09% Rollups Through PPE 4/15/2014	Total Payment (Subject to Mandatory Withholdings)
74514	Riley,Verna M	1,075.34	4,000.64	1,676.92	6,752.90
75338	Mullinax,Shannah	485.44	1,592.17	45.32	2,122.93
76516	Buckwalter,Samuel	914.63	3,106.84	1,173.35	5,194.82
77789	Gallagher,April L	1,013.67	3,212.68	1,405.76	5,632.11
79873	Maher,Megan A	936.78	2,131.89	931.07	3,999.74
79939	Du Vair,Monique M	996.19	3,057.00	1,242.96	5,296.15
79961	Frazier,Shelby	192.52	1,719.10	591.25	2,502.87
	Werner,Shelby	373.02	-	-	373.02
81568	Richelderfer,D'lynn M	729.89	2,831.41	1,190.71	4,752.01
81584	Alcorn,Tiffany M	965.16	2,974.57	856.79	4,796.52
82280	Paul,Carissa Lynn	-	852.67	340.92	1,193.59
	Tom,Carissa Lynn	948.23	1,778.12	-	2,726.35
82412	Evans,Bridget M	921.27	1,790.24	-	2,711.51
	Sutherland,Bridget M	-	967.51	1,151.79	2,119.30
83987	St Cyr,Cassandra E	846.44	2,696.89	1,081.00	4,624.33
83994	Rivera,Krystal D	917.61	2,812.87	1,225.10	4,955.58
83996	Eyre,Clarissa	870.31	2,789.79	1,113.38	4,773.48
84028	Bradley,Lisa A	914.53	2,942.90	982.75	4,840.18
85364	Frederick,Amber M	846.83	2,175.18	-	3,022.01
	Hill,Amber M	-	436.04	640.21	1,076.25
85365	Golden,Megan L	861.38	2,620.08	1,099.51	4,580.97
86105	Lockley,Erica J	494.87	-	0.36	495.23
86106	Virgen,Valorie J.	896.45	598.25	-	1,494.70

## EXHIBIT A

Employee ID	Name	2011 Eligible Earnings Increased by 1.63% for 2012	2012 Eligible Earnings Increased by 3.09% for 2013 w/1.63% Rollup	2013 Eligible Earnings Increased by 1.67% for 2014 w/ 1.63% & 3.09% Rollups Through PPE 4/15/2014	Total Payment (Subject to Mandatory Withholdings)
86107	Davis,Robert Neil	1,047.82	3,472.16	1,381.86	5,901.84
86110	Laktasich,Lindsey I	854.42	2,517.53	793.46	4,165.41
87422	Nichols,Bambi K.	134.72	-	-	134.72
89248	Sbardella,Sarah R	291.50	-	-	291.50
89978	Jeck III,Nelson Newbold	-	1,888.54	1,077.90	2,966.44
91976	Mauer,Candace M	-	1,829.72	956.74	2,786.46
92089	Tamai,Stephanie M.	-	1,847.81	980.14	2,827.95
92090	Ong,Dennis	-	1,848.19	1,039.83	2,888.02
92091	Prasad,Anisha	-	1,886.80	994.68	2,881.48
92092	Shute,Holly P.	-	1,883.41	998.95	2,882.36
93288	Scott,Robert J.	-	652.67	873.83	1,526.50
93289	Smith,Andrew J	-	666.86	683.36	1,350.22
93291	Foster,Jenea L	-	657.42	908.29	1,565.71
93356	Baker,Catherine L	-	619.33	673.57	1,292.90
<b>Grand Total</b>		<b>\$ 62,947.73</b>	<b>\$ 187,183.16</b>	<b>\$ 72,926.44</b>	<b>\$ 323,057.33</b>