

June 17, 1998

Introduced By:

LARRY PHILLIPS  
KENT PULLEN  
GREG NICKELS

Proposed No.:

98 - 386

ORDINANCE NO. **13230**

1

2

3

4

5

6

7

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Service Employees International Union, Public Safety Employees, Local 519, representing employees in the Department of Public Safety - Communication Center; and establishing the effective date of said Agreement.

8

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9

10

11

12

SECTION 1. The collective bargaining agreement negotiated between King County and the Service Employees International Union, Public Safety Employees, Local 519, representing employees in the department of public safety - communication center, and attached hereto is hereby approved and adopted by this reference made a part hereof.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

SECTION 2. Terms and conditions of said agreement shall be effective from

January 1, 1998, through and including December 31, 2000.

INTRODUCED AND READ for the first time this 22<sup>nd</sup> day of

June, 1998.

PASSED by a vote of 13 to 0 this 29<sup>th</sup> day of June,

1998.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Louis Miller  
Chair

ATTEST:

Zunenois  
Clerk of the Council

APPROVED this 1 day of July, 1998.

Dwight Davis  
King County Executive

Attachments: Collective Bargaining Agreement

AGREEMENT BETWEEN  
KING COUNTY  
AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
PUBLIC SAFETY EMPLOYEES - LOCAL 519  
COMMUNICATIONS CENTER EMPLOYEES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 2

ARTICLE 3: RIGHTS OF MANAGEMENT..... 4

ARTICLE 4: HOLIDAYS..... 6

ARTICLE 5: VACATIONS..... 8

ARTICLE 6: SICK LEAVE..... 11

ARTICLE 7: WAGE RATES ..... 14

ARTICLE 8: OVERTIME ..... 16

ARTICLE 9: HOURS OF WORK..... 18

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE..... 19

ARTICLE 11: MISCELLANEOUS..... 20

ARTICLE 12: GRIEVANCE PROCEDURE ..... 23

ARTICLE 13: BULLETIN BOARDS ..... 27

ARTICLE 14: NON-DISCRIMINATION..... 28

ARTICLE 15: SAVINGS CLAUSE ..... 29

ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTION..... 30

ARTICLE 17: WAIVER CLAUSE..... 31

ARTICLE 18: REDUCTION-IN-FORCE ..... 32

ARTICLE 19: DURATION ..... 33

ADDENDUM A..... 34

ADDENDUM B ..... 35

ADDENDUM C

13230

1 AGREEMENT BETWEEN  
2 KING COUNTY  
3 AND

4 SERVICE EMPLOYEES INTERNATIONAL UNION  
5 PUBLIC SAFETY EMPLOYEES - LOCAL 519  
6 *COMMUNICATIONS CENTER EMPLOYEES*

7  
8 These articles constitute an agreement, terms of which have been negotiated in good faith,  
9 between King County and the signatory organization subscribing hereto. This Agreement shall be  
10 subject to approval by Ordinance by the County Council of King County, Washington.

11  
12 ARTICLE 1: PURPOSE

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

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2       **Section 1. Jurisdiction:** The County Council recognizes the signatory organization as  
3 representing those employees whose job classifications are listed in the attached Addendum C.

4       **Section 2. Union Security:** It shall be a condition of employment that all regular full-time  
5 and regular part-time employees who are members of the Union on the effective date of this  
6 Agreement, shall remain members in good standing, or pay an agency fee to the Union for their  
7 representation to the extent permitted by law.

8       It shall be a condition of employment that regular full-time and regular part-time employees  
9 covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day  
10 following such employment, become and remain members in good standing in the Union, or pay an  
11 agency fee to the Union for their representation to the extent permitted by law.

12       Provided, that employees with a bona fide religious objection to union membership and/or  
13 association based on the bona fide tenets or teachings of a church or religious body of which such  
14 employee is a member shall not be required to tender those dues or initiation fees to the Union as a  
15 condition of employment. Such employee shall pay an amount of money equivalent to regular union  
16 dues and initiation fee to a non-religious charity mutually agreed upon between the public employee  
17 and the Union. The employee shall furnish written proof that payment to the agreed upon non-  
18 religious charity has been made. If the employee and the Union cannot agree on the non-religious  
19 charity, the Public Employment Relations Commission shall designate the charitable organization. It  
20 shall be the obligation of the employee requesting or claiming the religious exemption to show proof  
21 to the Union that he/she is eligible for such exemption.

22       All initiation fees and dues paid either to the Union or charity shall be for non-political  
23 purposes.

24       **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a  
25 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
26 of dues as certified by the secretary of the signatory organization and shall transmit the same to the  
27 treasurer of the signatory organization.

1 The signatory organization will indemnify, defend, and hold the County harmless against any  
2 claims made and against any suit instituted against the County on account of any check-off of dues  
3 for the signatory organization. The signatory organization agrees to refund to the County any  
4 amounts paid to it in error on account of check-off provision upon presentation of proper evidence  
5 thereof.

6 **Section 4. Union Membership Form:** The County will require all new employees, hired in a  
7 position included in the bargaining unit to sign a form (in triplicate), which will inform them of the  
8 union's exclusive recognition.

9 **Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current listing  
10 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
11 twice per calendar year. Such list shall include the name of the employee, classification, department  
12 and salary.

1 ARTICLE 3: RIGHTS OF MANAGEMENT

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

- 4 a) determine the mission, budget, organization, number of employees, and internal  
5 security practices of the Department;
- 6 b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and  
7 determine the time and methods of such action, and discipline, suspend, demote, or dismiss  
8 employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the  
9 grievance procedure and just cause provisions of Article 12;
- 10 c) assign bargaining unit work to any employee in any classification in the bargaining  
11 unit consistent with Article 11, Section 7 and direct the 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 Department's mission in case  
19 of emergency;
- 20 k) Bi-weekly pay: the right to define and implement a new bi-weekly payroll system is  
21 vested exclusively in King County. Implementation of such system may include a conversion of  
22 wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right  
23 to make the changes necessary to implement such payroll system.

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

28

1 All of the functions, rights, powers, and authority of the Employer not specifically abridged,  
2 deleted, or modified by this Agreement are recognized by the Union as being retained by the  
3 Employer.

- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28



1 **ARTICLE 4: HOLIDAYS**

2 The County shall continue to observe the following paid holidays:

3

4

HOLIDAY	COMMONLY CALLED:
New Year's Day	1st day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third 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	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	25th day of December

5

6

7

8

9

10

11

12

13 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW  
 14 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour seven day  
 15 per week operation such as the Communications Center shall observe the following four (4) holidays  
 16 on the specific dates listed below. For these specific named holidays, overtime will be paid only to  
 17 those employees who work on the dates listed below:

18

Holiday	Date of Observance and Overtime Payment
New Year's Day	First of January
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-Fifth of December

19

20

21

22

23

24 **Section 2. Overtime Payment:** All employees shall take holidays on the day of observance  
 25 unless their work schedule requires otherwise for continuity of services, in which event, they shall be  
 26 paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in  
 27 addition to the regular holiday pay.

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Section 3. Floating Holiday:** Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be granted on the first of October and one day on the first of November of each year. These days can be used in the same manner as any vacation day earned.

**Section 4. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to and the day following a holiday to be eligible for holiday pay.

**Section 5. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.

1 **ARTICLE 5: VACATIONS**

2 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours  
3 per week, shall receive vacation benefits as indicated in the following table:

4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Full Years of Service		Maximum Annual Leave in Days												
6	Upon hire through end of year 5	12												
7	Upon beginning of Year 6	15												
8	Upon beginning of Year 9	16												
9	Upon beginning of Year 11	20												
10	Upon beginning of Year 17	21												
11	Upon beginning of Year 18	22												
12	Upon beginning of Year 19	23												
13	Upon beginning of Year 20	24												
14	Upon beginning of Year 21	25												
15	Upon beginning of Year 22	26												
16	Upon beginning of Year 23	27												
17	Upon beginning of Year 24	28												
18	Upon beginning of Year 25	29												
19	Upon beginning of Year 26 and beyond	30												

20 Maximum vacation accrual will be 480 hours.

21 **Section 2. Accrual Based on Hours Worked:** Vacation benefits for regular, part-time  
22 employees will be established based upon the ratio of hours actually worked (less overtime) to a  
23 standard work year. For example, if a regular, part-time employee normally works four hours per day  
24 in a unit that normally works eight hours per day, then the part-time employee would be granted four-  
25 eighths of the vacation benefit allowed a full-time staff member with an equivalent number of years  
26 service.

27 **Section 3. No County Employment While on Vacation:** No person shall be permitted to  
28 work for compensation for the County in any capacity during the time when vacation benefits are

1 being drawn.

2       **Section 4. Vacation Increments:** Vacation may be used in one-half hour increments at the  
3 discretion of the department director or his/her appointed designee.

4       **Section 5. Maximum Payment Upon Termination:** Upon termination for any reason, the  
5 employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation.  
6 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum  
7 C. The hourly rate shall be determined by dividing the annual rate of pay by the number of work  
8 hours in that year.

9       **Section 6. Payment Upon Death of Employee:** In cases of separation by death, payment of  
10 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided  
11 by RCW, Title II.

12       **Section 7. Excess Vacation:** All employees may continue to accrue additional vacation  
13 beyond the maximum specified herein if, as a result of cyclical workloads or work assignments,  
14 accrued vacation will be lost. Employees who leave King County employment for any reason will be  
15 paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the  
16 excess accrual prior to December 31st of each year.

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

23       **Section 9. Shift Assignments - Communications Center:** Communications Specialists shall  
24 be allowed to submit shift and furlough preference forms prior to shift change(s). Shift assignments  
25 may be made with consideration given to employee seniority and preference, with the Department's  
26 staffing and training requirements given first priority. Decisions concerning shift assignments  
27 pursuant to this section shall not be a subject for the grievance procedure.

1            *Section 10. Vacation Transfer:* Employees in the bargaining unit shall be allowed to  
2 transfer vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as  
3 amended, and Personnel Guidelines Rule 14.4.

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 ARTICLE 6: SICK LEAVE

2       **Section 1. Accrual:** Full-time regular employees, and part-time regular employees who  
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each  
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that  
5 sick leave shall not begin to accrue until the first of the month following the month in which the  
6 employee commenced employment. The employee is not entitled to sick leave if not previously  
7 earned.

8       **Section 2. Loss of Accrual:** During the first year of service, employees eligible to accrue  
9 vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as  
10 an extension of sick leave. If an employee does not work a full year, any vacation leave used for sick  
11 leave must be reimbursed to the county upon termination.

12       **Section 3. Sick Leave Extension:** After the first six months of full-time service, a regular  
13 employee may, at the division manager's discretion, be permitted to use up to five days of vacation as  
14 an essential extension of used sick leave. If an employee does not work a full twelve months, any  
15 vacation credit used for sick leave must be reimbursed to the County upon termination.

16       **Section 4. Increments:** Sick leave may be used in one-half hour increments at the discretion  
17 of the division manager or department director.

18       **Section 5. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits  
19 accrued by an employee.

20       **Section 6. Verification of Illness:** Department management is responsible for the proper  
21 administration of the sick leave benefit. Verification of illness from a licensed physician may be  
22 required for any requested sick leave absence.

23       **Section 7. Separation from Employment:** Separation from County employment except by  
24 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick  
25 leave currently accrued to the employee. Should the employee resign in good standing or be laid off  
26 and return to the County within two years, accrued sick leave shall be restored.

27       **Section 8. Pregnancy Disability:** Accrued sick leave may be used for absence due to  
28 temporary disability caused by pregnancy.

1           **Section 9. Other Than County Employment:** Sick leave because of an employee's physical  
2 incapacity shall not be approved where the injury is directly traceable to employment other than with  
3 the County.

4           **Section 10. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have  
5 successfully completed at least five (5) years of county service and who retire as a result of length of  
6 service, or who leave County employment in good standing after twenty-five (25) years or more, or  
7 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title  
8 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave  
9 multiplied by the employee's rate of pay in effect upon the date of leaving county employment less  
10 mandatory withholdings.

11           **Section 11. Maximum Compensation:** Employees injured on the job may not  
12 simultaneously collect sick leave and workers' compensation payments in a total amount greater than  
13 the net regular pay of the employee. Provided that employees who qualify for workers' compensation  
14 may receive payments equal to net regular pay.

15           **Section 12. Uses of Sick Leave:** Employees are eligible for payment on account of illness  
16 for the following reasons:

- 17           (1) Employee illness;
- 18           (2) Noncompensable injury of an employee (e.g., those injuries generally not  
19 eligible for worker's compensation payments);
- 20           (3) Employee disability due to pregnancy or childbirth;
- 21           (4) Employee exposure to contagious diseases and resulting quarantine;
- 22           (5) Employee keeping medical, dental, or optical appointments.

23           **Section 13. Family Care and Bereavement Leave:**

24           a. Regular, full-time employees shall be entitled to three (3) working days (24  
25 hours) of bereavement leave a year due to death of members of their immediate family.

26           b. Regular, full-time employees who have exhausted their bereavement leave,  
27 shall be entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when  
28 death occurs to a member of the employee's immediate family.

1           c.       Three (3) sick leave days of absence (24 hours) from the job may be granted  
2 per occurrence to an employee due to a requirement to care for immediate family members who are  
3 seriously ill. No more than six (6) days of sick leave may be used for this purpose per calendar year.  
4 Written verification for family care sick leave may be requested by management. If requested, this  
5 verification will include: 1) nature and severity of illness or injury; 2) relationship of immediate  
6 family member; and 3) a statement indicating that no other person is available and/or capable of  
7 providing care for the ill or injured family member. In addition, family care sick leave shall be  
8 approved for accompanying or transporting immediate family members to and from a hospital or to  
9 medical or dental appointments, providing the immediate family member is a minor child, is infirm,  
10 or cannot reasonably get to and from the appointment without the employee's aid. Up to one day's  
11 absence may be authorized for a male employee to be at the hospital on the day of the birth of his  
12 child.

13           d.       In cases of family care where no sick leave benefit is authorized or exists, the  
14 employee may be granted leave without pay.

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

17           **Section 14. Sick Leave Incentive:** In January of each calendar year, employee sick leave  
18 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of  
19 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)  
20 additional hours credited to their vacation account. Employees who have used more than sixteen (16)  
21 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their  
22 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.



1 ARTICLE 7: WAGE RATES

2 **Section 1. Rates of Pay:** Wage rates for 1998 shall reflect a 3.25% increase over 1997 rates;  
3 as listed in Addendum C. These rates are effective beginning January 1, 1998.

4 **Section 2. Cost of Living Adjustments:**

5 (a) Effective January 1, 1999, wage rates in effect on December 31, 1998 for all  
6 classifications in the bargaining unit, shall be increased by a percentage factor equal to 90% of the  
7 increase in the Consumer Price Index (CPI-W), U.S. All Cities Index, September 1997 - September  
8 1998 base year; provided, however, that the amount produced by application of the foregoing shall  
9 not be less than 2.0% nor greater than 6%.

10 (b) Effective January 1, 2000, wage rates in effect on December 31, 1999 for all  
11 classifications in the bargaining unit, including Communications Specialists, Communications  
12 Specialist Supervisors, shall be increased by a percentage factor equal to 90% of the increase in the  
13 Consumer Price Index (CPI-W), U.S. All Cities Index, September 1998 - September 1999 base year;  
14 provided, however, that the amount produced by application of the foregoing shall not be less than  
15 2.0% nor greater than 6%.

16 **Section 3. Shift Differentials:** The value of the shift differential has been rolled over into the  
17 base wage of all employees in this bargaining unit and is included in the wages outlined in Appendix  
18 C.

19 **Section 4. Communication Center Training Duty:** Employees in the Communications  
20 Center who are assigned in writing the responsibility of training and written evaluation of new  
21 employees shall be compensated in the following manner:

22 For each day a trainer is assigned an employee to train, the trainer will receive one (1) days  
23 training credit. After a total of twenty (20) days, (i.e., four weeks), training credit has been accrued,  
24 the trainer will have the option of receiving twenty (20) hours additional pay at the straight time rate  
25 or twelve (12) hours additional pay and one (1) additional vacation day. Each additional block of  
26 twenty (20) days training credit will entitle the trainer to the aforementioned compensation option.

1           **Section 5. Reinstated Employees:**

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

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

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

18           **Section 6. Eligibility for Dispatcher Pay:** To be eligible for dispatcher pay rates, an  
19 employee must be performing dispatching work or be dispatcher qualified and assigned by the  
20 Department to non-dispatching duties. Employees who cannot dispatch due to medical disabilities  
21 may remain on the dispatcher salary scale for up to 6 months from the date of their disability, at  
22 which time the employee's medical condition will be reevaluated and the prognosis for full recovery  
23 will determine whether the employee is placed on the Call Receiver salary scale based on his/her  
24 seniority or is allowed to remain on the Dispatcher salary scale. Provided, however, in no event will  
25 an employee who is unable to dispatch remain on the Dispatcher salary scale longer than 12 months.

1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:**

3 Overtime shall be payable after working 40 hours in a week. Overtime shall be paid at one &  
4 one half (1½) times the employee's regular rate calculated using their actual hours worked. "Actual  
5 hours worked" excludes all sick leave.

6 **Section 2. Callouts:** A minimum of four (4) hours at the overtime rate shall be allowed for  
7 each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked  
8 shall be allowed at overtime rates. In addition, call out pay shall apply to employees subpoenaed to  
9 court while on furlough or vacation.

10 (a) **Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall  
11 be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked  
12 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the  
13 purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it  
14 will be considered a shift extension for court. Employees will be compensated for the amount of time  
15 spent before or after their shift.

16 (b) **Training:** In the event that the department requires an employee to attend a  
17 mandatory training session, and such training is not directly before or after a shift or during a shift,  
18 then a two hour minimum callout will be paid.

19 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department  
20 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a  
21 regularly scheduled work day for the individual crew.

22 **Section 4. Minimum Standards Set By Law:** If any provision of this article conflicts with  
23 minimum standards established by RCW 49.46 then that provision shall be automatically amended to  
24 provide the minimum standards.

25 **Section 5. Work Week:** For the purpose of calculating overtime compensation, an  
26 employee's work week shall be defined as beginning with the first day of work after a furlough day  
27 and continuing for a total of seven (7) consecutive days. Also, the work day shall be defined as  
28 beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive

1 hours. Provided, the above provisions will not apply during normal quarterly shift rotation or in bona  
2 fide emergency situations. Provided that the work week/work day for employees in the Department  
3 of Adult Detention is defined in Article 9, Section 5.

4 **Section 6. Compensatory Time:** There shall be no compensatory time allowed as payment  
5 for overtime. No employee may accrue compensatory time, effective the day of ratification of this  
6 Collective Bargaining Agreement by the Bargaining Unit members. All compensatory time  
7 remaining on the books on the date of ratification will either be scheduled or cashed-out at the  
8 County's discretion, no later than December 31, 1998.

9 **Section 7. Voluntary Training:** Employees who request training on a voluntary basis will  
10 not be paid for study time associated with said training, nor will overtime compensation be paid for  
11 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
12 training schedule, provided, however, employees who are required to attend by the Department will  
13 be paid overtime pursuant to the overtime provisions of this agreement.

1 ARTICLE 9: HOURS OF WORK

2       **Section 1.** The normal working hours of the classifications affected by this Agreement shall  
3 be the equivalent of forty (40) hours per week on an annualized basis.

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

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

12       **Section 3. Minimum Standards:** If any provision in this article shall conflict with the  
13 minimum standards of RCW 49.46, then that provision shall be automatically amended to conform.

14       **Section 4. Employee Requests:** With management approval, work schedules may be altered  
15 upon written request of the employee.

16       **Section 5. Job Sharing:** If two employees in the same job classification and work site wish  
17 to job share one full time position, they shall submit such a request in writing to their immediate  
18 supervisor. The immediate supervisor shall submit such request to the Division Chief, via the  
19 Division Manager. The request shall be transmitted to the Sheriff/Director. The Sheriff/Director  
20 shall have ninety (90) days from the date he/she receives the request to review the request and either  
21 approve or deny the request for job sharing. Employees who job share one full-time position shall  
22 receive benefits pursuant to County policy. In the event that one of the job-sharing employees  
23 terminates his/her employment (voluntarily or involuntarily), the County shall have the following  
24 options:

- 25           (a) No change to the situation, allowing a half-time position to continue.  
26           (b) Fill the vacant half-time position with temporary help.  
27           (c) Expand the half-time position to a full-time position, with sixty (60) calendar  
28 days notice to the affected employee.

1 ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

2 King County presently participates in group medical, dental and life insurance programs. The  
3 County agrees to maintain a plan during the term of this Agreement, provided that the Union and  
4 County agree that the County may implement changes to employee insurance benefits to which the  
5 Joint Labor-Management Insurance Committee has agreed.

- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 **ARTICLE 11: MISCELLANEOUS**

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

5 **Section 2. Mileage Reimbursement:** All employees who have been authorized to use their  
6 own transportation on County business shall be reimbursed at the rate established by the County  
7 Council by ordinance.

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

11 **Section 4. Negotiations/Business Leave Bank.** The Union will establish a business leave  
12 bank for Union activity. The bank hours shall be established through the deduction of vacation hours  
13 only (excluding probationary employees). Up to two (2) hours annually may be deducted from each  
14 employee's leave account to fund the leave bank. The Employer agrees to administer the leave bank  
15 account, provided the Union has the sole discretion to determine who may use the business leave  
16 bank and under what circumstances, and will cooperate with the County/Department of Public Safety  
17 to simplify the administration of such leave bank. The release of employees for Union business leave  
18 shall not be unreasonably withheld. The employee shall submit requests for Union leave to the  
19 employer a minimum of five (5) days prior to the requested leave date.

20 **Section 5. Access to Premises:** The Department administration shall afford Union  
21 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
22 management officials and/or aggrieved employees, provided that the Union representative and/or  
23 aggrieved employees contact their immediate supervisors, indicate the general nature of the business  
24 to be conducted, request necessary time without undue interference with assignment duties. Time  
25 spent on such activities shall be recorded by the Union representative on a time sheet provided by the  
26 supervisor.

27 Union representatives shall guard against use of excessive time in handling such  
28 responsibilities.

1           **Section 6. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of  
2 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at  
3 department expense, not to exceed \$150.00.

4           **Section 7. Work Out of Class:** Whenever an employee is assigned, in writing, by the  
5 division manager or his/her designee, to perform the duties of a higher classification for a period of  
6 three working days or more, that employee shall be paid at the first step of the higher class or a  
7 minimum of five percent (5%) , whichever is greater, over the salary received prior to the assignment,  
8 for all time spent while so assigned. The department may assign an employee to perform the duties  
9 of a lower classification for a temporary period of time. In such cases the employee shall retain the  
10 same salary of his/her normal classification.

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

21           **Section 9. Salary on Promotions:** Any employee who is promoted to a higher classification  
22 shall receive the beginning step for the higher classification or the next higher salary step as would  
23 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

24           **Section 10. Mandatory Higher Education:** Employees who are required to obtain additional  
25 formal education beyond that initially required for employment shall be allowed time off from work  
26 with pay to attend classes/seminars with scheduling approval of same at the sole discretion of  
27 management.  
28



1           **Section 11. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
2 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of  
3 time necessary for such assignment. If they have four hours or more left on their shift at the  
4 completion of the jury duty assignment for the day, they shall report to their work location and  
5 complete the day shift. Once the employee is released for the day, or more than one day, then he/she  
6 is required to contact the supervisor who will determine if he/she is required to report for duty,  
7 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
8 he/she shall not be required to report for work on that particular day.

9           The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the  
10 Comptroller. The employer may request verification of jury duty service.

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

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

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

8 **Section 1. Definition:** Grievance - An issue raised in writing by a party to this Agreement  
9 relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in  
10 this Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance  
11 procedure outlined in this Agreement.

12 **Procedure**

13 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved employee,  
14 or his/her representative if the employee wishes, on a Union grievance form within 14 calendar days  
15 of the occurrence of such grievance, to the employee's immediate supervisor.

16 The grievance must:

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

20 The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the  
21 employee within three working days. If a grievance is not pursued to the next level within three  
22 working days, it shall be presumed resolved.

23 **Step 2 - Section Manager:** If, after thorough discussion with the immediate supervisor, the  
24 grievance has not been satisfactorily resolved, the employee and his/her representative shall present  
25 the grievance to the appropriate manager for investigation, discussion and written reply. The  
26 appropriate manager shall be defined as Section Commander. The manager shall make his/her  
27 written decision available to the aggrieved employee within ten working days. If the grievance is not  
28 pursued to the next higher level within five working days, it shall be presumed resolved.

1           **Step 3 - Department Director:** If, after thorough evaluation, the decision of the manager has  
2 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
3 department director. All letters, memoranda and other written materials previously submitted to  
4 lower levels of supervision shall be made available for the review and consideration of the  
5 department director. He/she may interview the employee and/or his/her representative and receive  
6 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
7 his/her written decision available within ten working days. If the grievance is not pursued to the next  
8 higher level within five working days, it shall be presumed resolved.

9           **Step 4 - Director of Human Resources:** If, after thorough evaluation, the decision of the  
10 department director has not resolved the grievance to the satisfaction of the employee, the grievance  
11 may be presented to a committee comprised of one representative from the Union, one representative  
12 from the Department, and the OHRM Director or his/her designee, who shall also act as Chair. The  
13 Union representative and/or the Department representative may be subject to challenge for cause.

14           This committee shall convene a hearing for the purpose of resolving the grievance. Both  
15 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall  
16 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
17 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair  
18 fails to render a decision within 15 days the Union may proceed to step 5 of this grievance procedure  
19 (except for written reprimands, which may not be appealed to step 5.) The proceedings shall be  
20 informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are those  
21 who do not work for King County or for the Union. Rules of evidence do not apply. The purpose  
22 shall be to determine the validity of the grievance and render a decision appropriate to that  
23 determination. Employer grievances shall be initiated at step 4 of the grievance procedure.

24           By mutual agreement, the parties may call in a mediator in place of the grievance panel and  
25 OHRM Director, to attempt to resolve the dispute. The parties shall jointly select the mediator, who  
26 will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator  
27 may not bind the parties to any agreement, as mediation is a voluntary process. Parties are  
28

1 encouraged to participate in good faith mediation and nothing the mediator says shall be admissible  
2 in an arbitration.

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

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

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

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

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

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

25 **Section 6. Multiple Procedures:** If employees/union have access to multiple procedures for  
26 adjudicating grievances, then selection by the employees/union of one procedure will preclude access  
27 to other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
28

1 procedure. If any other complaints/claims relating to the issue in question are pursued after Step 2,  
2 then the grievance is automatically withdrawn.

3 **Section 7. Just Cause/Progressive Discipline:** No employee may be discharged, suspended  
4 without pay, or disciplined in any way except for just cause. Just cause shall be defined as cause  
5 which is based upon reasonable grounds and must be a fair and honest cause or reason, regulated by  
6 good faith. In addition, the County will employ the concept of progressive discipline in appropriate  
7 cases. The County's policy is that discipline is corrective, rather than punitive in nature. It is  
8 understood that there may be egregious cases that may result in discharge, disciplinary transfer, or  
9 other disciplinary action, that do not require corrective action.

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

17 **Section 8. Probationary Period:** All newly hired and promoted employees must serve a  
18 probationary period as defined in RCW 41.14 and Civil Service Rules. As the above specify that the  
19 probationary period is an extension of the hiring process, the provisions of this Article will not apply  
20 to employees if they are discharged during their initial probationary period, or are demoted during the  
21 promotional probationary period for performance related issues. Grievances brought by probationary  
22 employees involving issues other than discharge or demotion may be processed in accordance with  
23 this Article.

24 **Section 9. Union Concurrence:** Inasmuch as this is an agreement between the County and  
25 the Union, only the Union, and not individual employees may make use of the provisions of this  
26 Article. The final authority to settle a grievance is vested with the Union and the County.

1 ARTICLE 13: BULLETIN BOARDS

2           The employer agrees to permit the Union to post on County bulletin boards the announcement  
3 of meetings, election of officers, and any other Union material.

- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 ARTICLE 14: NON-DISCRIMINATION

2           The Employer or the Union shall not unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
4 religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical handicap.

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

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 ARTICLE 15: SAVINGS CLAUSE

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

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



1 ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

2       **Section 1. No Work Stoppages:** The employer and the signatory organization agree that the  
3 public interest requires efficient and uninterrupted performance of all County services, and to this end  
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the  
5 signatory organization shall not cause or condone any work stoppage, including any strike,  
6 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not  
7 bona fide, or other interference with County functions by employees under this agreement and should  
8 same occur, the signatory organization agrees to take appropriate steps to end such interference. Any  
9 concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of  
10 the above activities have occurred.

11       **Section 2. Union Responsibilities:** Upon notification in writing by the County to the  
12 signatory organization that any of its members are engaged in a work stoppage, the signatory  
13 organization shall immediately, in writing, order such members to immediately cease engaging in  
14 such work stoppage and provide the County with a copy of such order. In addition, if requested by  
15 the County, a responsible official of the signatory organization shall publicly order such signatory  
16 organization employees to cease engaging in such a work stoppage.

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

- 20           1.     Discharge.
- 21           2.     Suspension or other disciplinary action as may be applicable to such employee.
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 ARTICLE 17: WAIVER CLAUSE

2           The parties acknowledge that each has had the unlimited right within the law and the  
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
5 agreement. Therefore, the County and the signatory organization, 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 specifically referred to or covered by this Agreement.

8           The parties agree that in the event they enter into memoranda of understanding during the life  
9 of this agreement, such agreements are binding when signed by authorized representatives of the  
10 parties. No ratification process is required.

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 18: REDUCTION-IN-FORCE**

2       **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be  
3 laid off according to seniority within the department and classification, with the employee with the  
4 least time being the first to go. In the event there are two or more employees eligible for layoff  
5 within the Department with the same classification and seniority, the Department head will determine  
6 the order of layoff based on employee performance, PROVIDED: no regular or probationary  
7 employee shall be laid off while there are temporary extra-help employees serving in the class or  
8 position for which the regular or probationary employee is eligible and available.

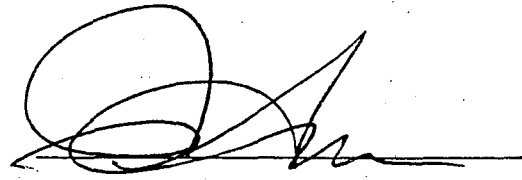
9       **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
10 probationary employee may, on the basis of department seniority, bump the least senior employee in  
11 any lower level position within the bargaining unit formerly held by the employee designated for  
12 layoff.

13       **Section 3. Re-employment List:** The names of laid off employees will be placed in inverse  
14 order of layoff on a Re-employment List for the classification previously occupied. The Re-  
15 employment List will remain in effect for a maximum of two years or until all laid off employees are  
16 rehired, whichever occurs first.

1 ARTICLE 19: DURATION

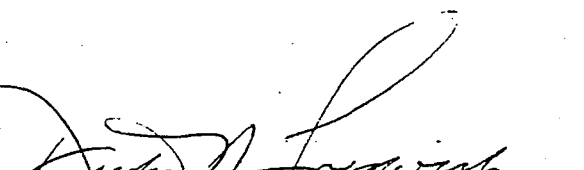
2 This Agreement shall be effective from January 1, 1998 through December 31, 2000. Written  
3 notice of desire to modify this agreement shall be served by either party upon the other at least sixty  
4 (60) days prior to the date of expiration, namely October 31, 2000.

5  
6 APPROVED this 17 day of June, 1998.

8  
9  
10 

11 KING COUNTY EXECUTIVE

12 SIGNATORY ORGANIZATION:

13  
14  
15   
16 Service Employees International Union  
17 Public Safety Employees, Local 519

18  
19  
20 6/8/98  
21 Date

ADDENDUM A

13230

1. All step increases are based upon satisfactory performance during previous service.
2. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department.
3. 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.
4. 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 Department actions related thereto are not subject to the grievance procedure under this contract.

ADDENDUM B

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

1. Department: King County Department of Public Safety.
2. Department Manual: King County Department of Public Safety Manual.
3. Immediate Family: Immediate family is construed to mean persons related to an employee by blood or marriage or legal adoption as follows: Grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, domestic partner and any persons for whose financial or physical care the employee is principally responsible. For purposes of FMLA related leave, family leave shall be defined pursuant to the FMLA.
4. Party: Either King County or Public Safety Employees, Local 519, Communication Center.
5. Regular Part-Time Position: A position normally requiring the services of an employee for less than a standard work week, defined by King County ordinance.

**Public Safety Employees, Local 519  
Communications Center  
1998 Wage Addendum - Addendum C**

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
7451	Communication Specialists - Call Receiver	2,439.18	2,561.14	2,689.18	2,823.66	2,964.87		
7451	Communication Specialists - Dispatcher				2,823.66	2,964.87	3,113.05	3,268.72
7452	Communication Specialists Supervisors	3,919.92	4,115.91	4,321.73				
7453	Police Data Technicians *	2,689.18	2,823.66	2,964.91	3,113.05	3,268.72		
7454	Police Data Technicians Supervisors *	3,555.38	3,733.20	3,919.84				

\* Pursuant to the Memorandum of Understanding between the parties, the Data Technicians and Data Technicians Supervisors will be moved from this bargaining unit to the Public Safety Employees, Local 519 Non-Communications Center Bargaining Unit at the above wage scale effective the date of the ratification of the collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING

13230

Between

**KING COUNTY and SERVICE EMPLOYEES INTERNATIONAL UNION**

**PUBLIC SAFETY EMPLOYEES, LOCAL 519**

concerning

**COMMUNICATIONS CENTER EMPLOYEES**

**(including Data Technicians)**

**Bargaining Unit**

---

The parties, King County represented by Deborah Bellam, and S.E.I.U., P.S.E., Local 519 represented by Dustin Frederick, hereby agree to the following with regards to the above referenced bargaining unit.

1. The parties agree that the County will supply, to the bargaining unit, ten (10) additional passes for parking in the King County garage, at no cost to the bargaining unit, for parking work days after 2:30 p.m. The parties understand that this agreement does not guarantee that the unit will be able to retain these passes for any length of time and the parties recognize the County's right to take back the passes at any time. Bargaining unit members who use their passes are subject to the same rules and regulations as other holders of such passes.
2. Although, Data Technicians will not remain a part of this bargaining unit, they will continue to utilize the above mentioned parking passes, as long as they continue to work on a twenty-four (24) hour rotational shift at the Sheriff's office.



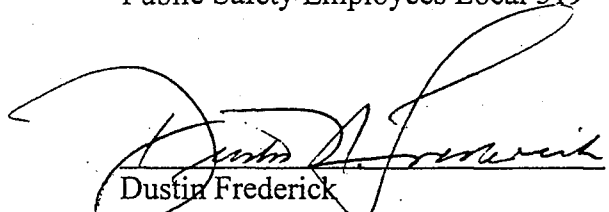
13230

This Agreement is effective for the periods covered by the collective bargaining agreements covering these employees.


I agree to the above terms on behalf of:

Service Employees International Union,  
Public Safety Employees Local 519

King County



Dustin Frederick  
Business Manager



Ron Sims  
Executive

Dated 8 day of June, 1998.

Dated 17 day of June, 1998.

MEMORANDUM OF UNDERSTANDING

132307

Between

KING COUNTY and SERVICE EMPLOYEES INTERNATIONAL UNION

PUBLIC SAFETY EMPLOYEES, LOCAL 519

concerning

COMMUNICATIONS CENTER EMPLOYEES

Bargaining Unit

The parties, King County represented by Deborah Bellam, and S.E.I.U., P.S.E., Local 519 represented by Dustin Frederick, hereby agree to the following with regards to the above referenced bargaining unit.

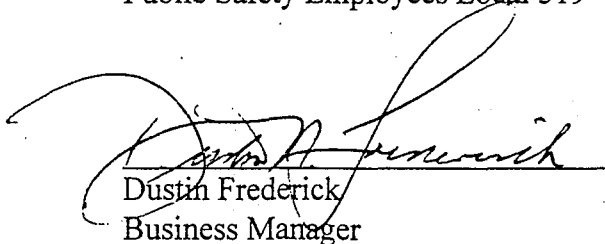
The parties acknowledge that many call receivers and dispatchers would like to work a five-two-five-three work schedule or another alternative work schedule. The parties agree that even if the County wanted to implement such schedule, current staffing levels will not allow for such a staffing pattern. In the event that the Department of Public Safety determines that sufficient staffing levels are obtained in 1998, 1999 or 2000, the County agrees to discuss the desires of the employees relating to a trial period which would allow for a five-two-five-three schedule or other alternative work schedule. If the Department determines that such a trial period will be implemented, the parties will discuss rules applicable to such a schedule, such as overtime, holiday compensation, rotations, and duration of the trial period.

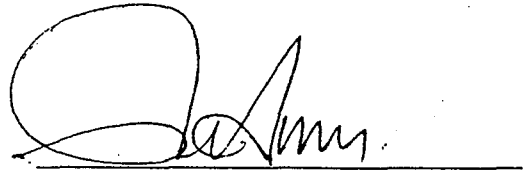
This Agreement constitutes an addendum to the 1998 through 2000 Collective Bargaining Agreement and thus effective through December 31, 2000.

I agree to the above terms on behalf of:

Service Employees International Union,  
Public Safety Employees Local 519

King County

  
Dustin Frederick  
Business Manager

  
Ron Sims  
Executive

Dated 8 day of June, 1998.

Dated 17 day of June, 1998.

**MEMORANDUM OF UNDERSTANDING**

13230

**between KING COUNTY and  
SERVICE EMPLOYEES INTERNATIONAL UNION, PUBLIC SAFETY  
EMPLOYEES, LOCAL 519  
concerning**

**Communications Center Employees Bargaining Unit**

**RE: DATA TECHNICIANS AND DATA TECHNICIAN SUPERVISORS**

---

The parties, King County represented by Deborah Bellam, and S.E.I.U., P.S.E., Local 519 represented by Dustin Frederick, after negotiating in good faith regarding the wages, hours and working conditions of the Data Technicians and Data Technician Supervisors and the transfer of the Data Technicians and Data Technician Supervisors from the Communications Center Employees Bargaining Unit to the Non-Commissioned Bargaining Unit, have resolved each of these issues and agree to the following:

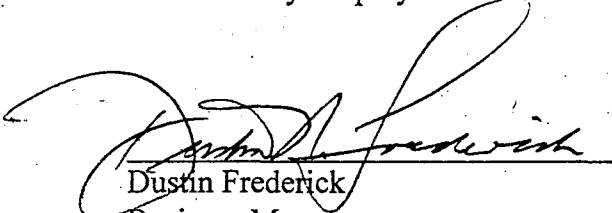
1. For the period of January 1, 1998 through December 31, 1998, the Data Technicians and Data Technician Supervisors will receive the wage increase outlined in the 1998 - 2000 Communications Center Employees Collective Bargaining Agreement.
2. Effective the date of the ratification of the Collective Bargaining Agreement by Communications Center Employees Bargaining Unit members, Data Technicians and Data Technician Supervisors are removed from the Communications Center Employees Bargaining Unit and placed into the Local 519 Non-Commissioned Bargaining Unit. This is necessary, since the parties agree it is legally inappropriate for the Data Technicians and Data Technician Supervisors to be in the same bargaining unit as interest arbitration qualified personnel.
3. The Data Technicians and Data Technician Supervisors will be covered by the Local 519 Non-Commissioned collective bargaining agreement which expires December 31, 1998.

- 4. The contract provisions relating to compensatory time in the Local 519 Non-Commissioned Collective Bargaining Agreement (Article 8) shall be interpreted as excluding Data Technicians and Data Technician Supervisors from any right to earn, accrue or request compensatory time as payment for overtime worked.

This Agreement is the full and final agreement on this subject and is effective from January 1, 1998 through December 31, 1998.

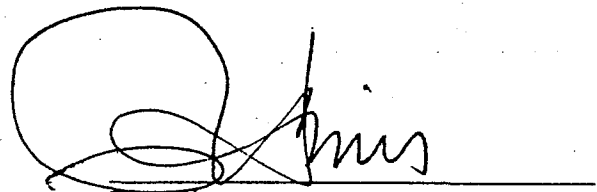
I agree to the above terms on behalf of:

Service Employees International Union,  
Public Safety Employees Local 519

  
Dustin Frederick  
Business Manager

Dated 8 day of June, 1998.

King County

  
Ron Sims  
Executive

Dated 17 day of June, 1998.

Memorandum of Understanding

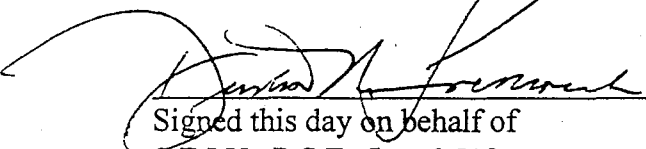
Between  
King County  
and

13230

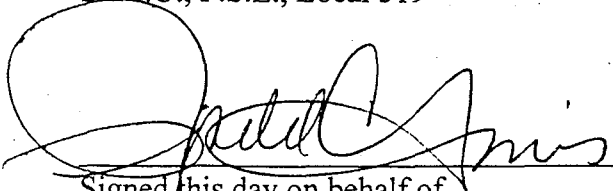
Service Employees International Union, Public Safety Employees, Local 519  
Representing Communications Center Employees  
in the Department of Public Safety

---

1. This agreement is entered into between King County, represented by Deborah Bellam, and S.E.I.U., P.S.E., Local 519, represented by Dustin Frederick.
2. This agreement is the entire agreement on the above referenced subject.
3. This agreement is effective January 1, 1998 through December 31, 2000.
4. The parties recognize that King County is preparing to pass a County Family Medical Leave Act (FMLA) Ordinance, and/or a Family Leave Ordinance Executive Labor Policy which recognizes the Federal FMLA and specifies the County's policy with respect to family medical leave.
5. The parties agree to accept the County's FMLA when passed into ordinance by the King County Council or signed by the King County Executive as an Executive Policy or Order.
6. Provisions outlined in Article 6 (Sick Leave) in the collective bargaining agreement between King County and the S.E.I.U., P.S.E., Local 519 - Communications Center Employees will be interpreted so as not to violate the Federal FMLA.
7. Once the King County ordinance or Executive Policy is passed and signed by the appropriate authorities, the King County FMLA Ordinance or Policy shall replace any provisions of the Collective Bargaining Agreement (specifically in Article 6 of the applicable contract) that may conflict in some way with the Ordinance or Policy. This includes but is not limited to Article 6 Section 13 of the contract; however, the benefits from the Ordinance and the Collective Bargaining Agreement shall not be cumulative. If Article 5 (Vacation) or 6 (Sick Leave) contain specific language regarding a specific benefit that provides a more generous benefit to employees than a specific provision in the FMLA Policy or Ordinance, the contract benefit will remain and the conflicting Ordinance or policy benefit will be deleted. An example of this follows:  
If the FMLA Ordinance grants twelve (12) weeks per year of family medical leave, and the collective bargaining agreement, pursuant to Article 6 Section 13(c), grants six (6) days, the employee is eligible for twelve (12) weeks not twelve (12) weeks and six (6) days. The employee retains the right, however, to take six (6) of those days as paid sick leave pursuant to the express terms in Article 6 Section 13(c).

  
Signed this day on behalf of  
S.E.I.U., P.S.E., Local 519

  
Date

  
Signed this day on behalf of  
King County

  
Date

MEMORANDUM OF UNDERSTANDING

13230

between  
KING COUNTY

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
PUBLIC SAFETY EMPLOYEES, LOCAL 519

concerning

COMMUNICATIONS CENTER EMPLOYEES

Bargaining Unit

Regarding Overtime Information

---

The parties have discussed a request by the Union to post (at the worksites) certain overtime information for employees for each payroll period. The Sheriff's office is willing to do the following:

Coincident with the distribution of payroll checks, post a list of employees at the worksite, (identified by number only) with the dollar amount of the overtime each employee earned the previous pay period.

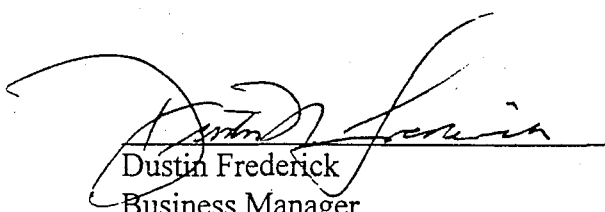
Employee's pay checks do not provide a breakdown of regular earnings and overtime. This posting informs employees of the amount of money they were paid for overtime hours the previous reporting period.

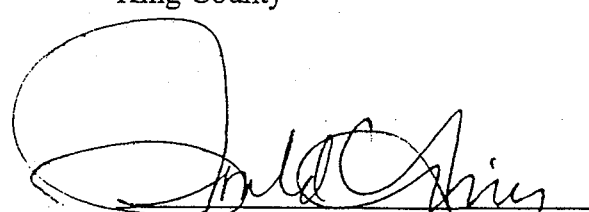
This Agreement constitutes an addendum to the 1998 through 2000 Collective Bargaining Agreement and thus effective through December 31, 2000.

I agree to the above terms on behalf of:

Service Employees International Union,  
Public Safety Employees Local 519

King County

  
Dustin Frederick  
Business Manager

  
Ron Sims  
Executive

Dated 8 day of June, 1998.

Dated 17 day of June, 1998.

Memorandum of Understanding

Between

King County

and

13230

Service Employees International Union

Public Safety Employees, Local 519

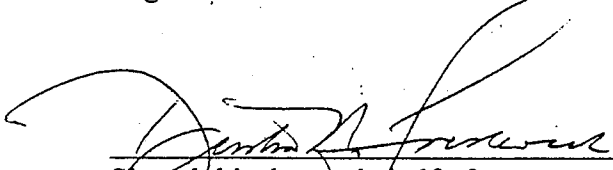
Representing Communications Center Employees

in the Department of Public Safety

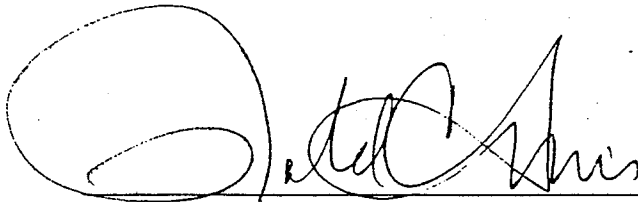
This agreement is entered into between King County, represented by Deborah Bellam, and Service Employees International Union, Public Safety Employees, Local 519, represented by Dustin Frederick.

1. **Article 8, Section 6:** The agreed upon language is not designed to evade any overtime requirements under state or federal minimum wage laws. The language will be interpreted consistent with these laws.
2. **Article 8, Section 7:** The agreed upon language is not designed to evade any Fair Labor Standards Act (FLSA) requirements, and such language will be interpreted consistent with such requirements.
3. **Article 8, Section 1:** The agreed upon language concerning computation of overtime will be interpreted consistent with the FLSA.

I agree to the above reference terms:

  
\_\_\_\_\_  
Signed this day on behalf of  
Service Employees International Union  
Public Safety Employees, Local 519

6/8/98  
Date

  
\_\_\_\_\_  
Signed this day on behalf of  
King County

June 17, 1998  
Date