



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 17, 2009**

**Ordinance 16705**

**Proposed No.** 2009-0612.1

**Sponsors** Ferguson

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  
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and Public, Professional & Office-Clerical Employees and Drivers, Teamsters  
12 Local 763 (Communications Specialists) representing employees in the king county  
13 sheriff's office and attached hereto is hereby approved and adopted by this reference  
14 made a part hereof.  
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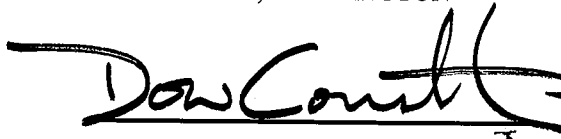
16                    SECTION 2. Terms and conditions of said agreement shall be effective from  
17 February 14, 2009, through and including December 31, 2011.

18

Ordinance 16705 was introduced on 11/9/2009 and passed by the Metropolitan King  
County Council on 11/16/2009, by the following vote:

Yes: 8 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Mr. von Reichbauer, Mr.  
Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn  
No: 1 - Ms. Lambert  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Dow Constantine, Chair

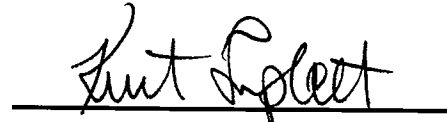
ATTEST:



Anne Noris, Clerk of the Council

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KING COUNTY COUNCIL

APPROVED this 23 day of November, 2009.



Kurt Triplett, County Executive

**Attachments**      A. Agreement Between King County and Public, Professional and Office Clerical  
Employees and Drivers Local Union No. 763 Affiliated with the International  
Brotherhood of Teamsters Community 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**

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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 AGREEMENT is by and between KING COUNTY, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County and Teamsters Local 763. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

1 **ARTICLE 1: PURPOSE**

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

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

2       **Section 1. Jurisdiction:** The County Council recognizes the Union as the exclusive  
3 bargaining representative for those employees of King County who perform work for the King County  
4 Sheriff's Office and whose job classifications are listed in the attached Addendum "A".

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

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

23       **Section 3.** Failure to abide by the provisions of this article shall be cause for dismissal; provided  
24 that the Employer has no duty to act until the Union submits a written request for discharge to the King  
25 County Labor Relations Manager with a copy to the Sheriff's Department. Within fifteen (15) days  
26 after receipt of such request, the Employer will notify the employee of its intent to dismiss him/her for  
27 failure to fulfill Union obligations as set forth in this article.

28       **Section 4. Dues Deduction:** Upon receipt of written authorization individually signed by a

1 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
2 of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to the Union  
3 within 15 business day of said deduction for the employees. The Union will indemnify, defend, and  
4 hold the County harmless against any claims made and against any suit instituted against the County  
5 on account of any check-off of dues for the signatory organization. The signatory organization agrees  
6 to refund to the County any amounts paid to it in error on account of check-off provision upon  
7 presentation of proper evidence thereof.

8       **Section 5. Union Membership Form:** Within five (5) business days from assignment into  
9 the bargaining unit the County shall require all new employees to sign a membership application form  
10 (in triplicate) and shall forward the form to the Union.

11       **Section 6. Bargaining Unit Roster:** The County will transmit to the Union a current listing  
12 of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed  
13 twice per calendar year. Such list shall include the name of the employee, classification, department  
14 and salary.

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

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

20       **Section 9. Shop Stewards:** The Employer agrees to recognize employees designated by the  
21 Union as Shop Stewards. When contract administration business is conducted during working hours,  
22 the Steward is responsible for clearing time away from work with his/her manager or supervisor. The  
23 Union and the Employer recognize in light of the work being performed under this agreement, Employer  
24 work comes first.

25       **Section 10. Bulletin Boards and Union Communications:** The Union shall be allowed use of  
26 bulletin board space to post Union notices. Only recognized Union officers, Stewards, and Union staff  
27 will be entitled to post Union materials, and only materials originating from the Union office and  
28 bearing the Union logo, or signed by a staff member or officer of the Union, may be posted on the

1 Union bulletin board space. Union staff members shall be allowed to post electronic mail notices  
2 though their stewards on the Employer's system if the notices meet the same requirement provided they  
3 comply with King County policies governing electronic mail and internet use. The parties understand  
4 and agree that there is no guarantee of privacy of electronic mail messages. In light of the critical  
5 services to the public being provided by employees under this agreement. In no circumstances shall use  
6 of the Employer's equipment interfere with normal operations.

7 Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers,  
8 and similar equipment for purposes of contract administration. In addition, Stewards and Union staff  
9 may use the Employer's electronic mail system for communications related to contract administration,  
10 provided they comply with King County policies governing electronic mail and internet use. In light of  
11 the critical services to the public being provided by employees under this agreement, in no  
12 circumstances shall use of the Employer's equipment interfere with operations.

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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 security  
5 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 unit  
11 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 of  
19 emergency;

20 k. Bi-weekly pay: the right to define and implement a new bi-weekly payroll system is vested  
21 exclusively in King County. Implementation of such system may include a conversion of wages and  
22 leave benefits into hourly amounts and the parties recognize King County's exclusive right to make  
23 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 All of the functions, rights, powers, and authority of the Employer not specifically abridged,

1 deleted, or modified by this Agreement are recognized by the Union as being retained by the  
2 Employer.

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

7       m. Early Intervention Systems (EIS): Consistent with the authority retained in Article 3  
8 Section b supra, King County has the right to develop and implement an EIS system consistent with  
9 King County Sheriff's Office policies and procedures.

10       n. Performance Review: Consistent with the authority retained in Article 3 Section b supra,  
11 King County has the right to develop and implement a performance evaluation system consistent with  
12 King County Sheriff's Office policies and procedures.

13       o. Civilian Review: King County has the right to create, develop and implement a system of  
14 civilian review and an Office of Law Enforcement Oversight (KCOLEO) consistent with King  
15 County Ordinances.

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1 **ARTICLE 4: HOLIDAYS**

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

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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

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

20

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

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28 **Section 2. Overtime Payment:** All employees shall take holidays on the day of observance

1 unless their work schedule requires otherwise for continuity of services, in which event, they shall be  
2 paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in  
3 addition to the regular holiday pay.

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

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

10 **Section 5. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits  
11 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 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

<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

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23 Maximum vacation accrual will be 480 hours.

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

1 number of years service. Employees may not use accrued vacation leave during their first six (6)  
2 months of employment, except as substitution for sick leave pursuant to Article 6.

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

6 **Section 4. Vacation Increments:** Vacation may be used in one-half hour increments with the  
7 approval of immediate supervisor. Such approval shall not be unreasonably withheld.

8 **Section 5. Maximum Payment Upon Termination:** Upon termination for any reason, the  
9 employee, after six (6) months of initial employment, will be paid for unused vacation credits up to a  
10 maximum allowable accumulated vacation. Vacation payoff shall be calculated by utilizing the  
11 employee's base wages as set forth in Addendum A. The hourly rate shall be determined by dividing  
12 the annual rate of pay by the number of work hours in that year.

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

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

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

26 **Section 9. Shift Assignments - Communications Center:**

27 Shift/days off assignments shall be selected annually on the basis of seniority. This is not  
28 intended to limit the Employer's right to change shift schedules and/or shift staffing. Shift/days off

1 assignments shall be selected on the basis of seniority in classification.

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

7       **Section 11. Shift Trades:** Following are the guidelines for shift trades:

8       The County and the Union agree to test the implementation of a new shift trade request and  
9 usage protocol for twelve (12) months. In the event either the County or Union wish to terminate the  
10 shift trades, the Employer and the Union will meet and confer. In the event the program is cancelled,  
11 the Employer agrees to reinstate the former program and meet with the Union in the Labor  
12 Management Conference Committee to discuss an alternative to terminate the trade policy. Any  
13 decision to terminate the Trade Program shall be supported by objective or quantifiable data. The  
14 Labor Management Conference Committee shall make every attempt to maintain the Program or an  
15 alternative prior to terminating the Program.

- 16               • Trades are only allowed between comparable pay and duty classifications (i.e. call  
17 receiver for call receiver or dispatcher for dispatcher).
- 18               • Trade requests should be submitted at least 4 days before the proposed trade; later  
19 submissions run the risk of being declined due to conflicts with mandatory overtime assignments, etc.
- 20               • A voluntary overtime waiver form will be completed and placed in the employee's  
21 personnel file.
- 22               • The days traded must be scheduled at the time of request and within the current pay  
23 period, or the following pay period at the latest.
- 24               • Only one of an employee's two weekly furlough days can be used to repay a trade.
- 25               • When repaying a trade, employees can work no longer than a 12-hour shift, and can  
26 work no more than six (6) days straight. In no event will it take more than four (4) pay periods to  
27 repay the shifts. At no time can an employee have more than forty-eight (48) hours of trade time  
28 arranged.

1                   • Trades cannot be used for more than six (6) consecutive days off, or if used in  
2 conjunction with furlough or holiday, a total of six (6) days may be traded (*i.e.*, six before, six after,  
3 or three before and three after or any other combination consisting of six (6) consecutive days).

4                   • Requests are to be in writing, in duplicate for filing purposes and must have the  
5 written approval (signature) of the affected shift supervisor(s).

6                   • A shift trade book will be maintained with granted requests filed under both  
7 employee names for quick supervisory reference.

8                   • Probationary employees may trade only after being certified as primary call  
9 receivers.

10                  • It is the responsibility of the employee agreeing on the shift trade to ensure all  
11 approval signatures are obtained.

12                  The parties agree that this section may be subject of further discussion if requested by the  
13 County or Union. Furthermore, employees that do not fulfill their portion of a shift trade will have  
14 the appropriate leave balance decremented and will be subject to the established policies and  
15 procedures governing leave and attendance.

16                  **Section 12. Vacation Transfer:** Employees in the bargaining unit shall be allowed to donate  
17 vacation leave in accordance with the provisions set forth in King County Code 3.12.223, as  
18 amended, and Personnel Guidelines Rule 14.4.



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. Increments:** Sick leave may be used in one-half hour increments with approval of  
13 immediate supervisor. Such approval shall not be unreasonably withheld.

14       **Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits  
15 accrued by an employee.

16       **Section 5. Verification of Illness:** Department management is responsible for the proper  
17 administration of the sick leave benefit. Verification of illness from a licensed health care provider  
18 may be required for any requested sick leave absence.

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

21       **Section 6. Separation from Employment:** Separation from County employment except by  
22 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick  
23 leave currently accrued to the employee. Should the employee resign in good standing or be laid off  
24 and return to the County within two years, accrued sick leave shall be restored.

25       **Section 7. Pregnancy Disability:** Accrued sick leave may be used for absence due to  
26 temporary disability caused by pregnancy.

27       **Section 8. Other Than County Employment:** Sick leave because of an employee's physical  
28 incapacity shall not be approved where the injury is directly traceable to employment other than with

1 the County.

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

9           **Section 10. Maximum Compensation:** Employees injured on the job may not  
10 simultaneously collect sick leave and workers' compensation payments in a total amount greater than  
11 the net regular pay of the employee. Provided that employees who qualify for workers' compensation  
12 may receive payments equal to net regular pay.

13           **Section 11. Uses of Sick Leave:** Employees are eligible for payment on account of illness for  
14 the following reasons:

- 15                   1. Employee illness;
- 16                   2. Noncompensable injury of an employee (e.g., those injuries generally not eligible  
17 for worker's compensation payments);
- 18                   3. Employee disability due to pregnancy or childbirth;
- 19                   4. Employee exposure to contagious diseases and resulting quarantine;
- 20                   5. Employee keeping medical, dental, or optical appointments.
- 21                   6. In accordance with Family Medical Leave Act, King County Family Medical Leave  
22 and other relevant federal, county, and state law, including but not limited to the Washington Family  
23 Care Act.
- 24                   7. sick leave shall be authorized for an employee to be at the hospital on the day of the  
25 birth of his/her child and to care for a new born.
- 26                   8. Up to three (3) days of sick leave may be used per year, with advanced approval  
27 from the Sheriff's Office, to volunteer at the employee's children's school, consistent with King  
28 County Personnel Guidelines.

1           **Section 12. Family Care and Bereavement Leave:**

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

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

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

16           d. Members of this bargaining unit are eligible for King County Family Leave  
17 (KCFML), as set forth in Ordinance No. 13377, and codified in King County Code 3.12.220.

18           e. The definition of immediate family for purposes of (KCFML) is set forth i  
19 KC 3.12.220. This includes the employee's spouse or domestic partner, the child or parent of the  
20 employee or the employee's spouse or domestic partner, and an individual who stands or stood in  
21 loco parentis to the employee or employee's spouse or domestic partner. In cases of family care  
22 where no paid sick leave benefit is authorized or exists an employee may be granted leave without  
23 pay consistent with the above referenced code section, Federal FMLA, or Washington State Family  
24 Care Act, as appropriate.

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

27           **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave  
28 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of

1 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)  
2 additional hours credited to their vacation account. Employees who have used more than sixteen (16)  
3 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their  
4 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

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1 **ARTICLE 7: WAGE RATES**

2           **Section 1.** On January 1, 2008, wages in effect on December 31, 2007 were increased by 90%  
3 of the increase in the Consumer Price Index (CPI-W), U.S. All Cities Index, September 2006 -  
4 September 2007 base year; provided however that the amount produced by application of the  
5 foregoing was not less than 2% nor greater than 6%.

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

7           a. Effective February 14, 2009, wage rates in effect on December 31, 2008 for all  
8 classifications in the bargaining unit, shall be increased by a percentage factor equal to 90% of the  
9 increase in the Consumer Price Index (CPI-W), U.S. All Cities Index, September 2007 - September  
10 2008 base year; provided, however, that the amount produced by application of the foregoing shall  
11 not be less than 2% nor greater than 6%.

12           b. Effective January 1, 2010, wage rates in effect on December 31, 2009 for all  
13 classifications in the bargaining unit shall be increased by a percentage factor equal to 90% of the  
14 increase in the Consumer Price Index (CPI-W), U.S. All Cities Index, September 2008 - September  
15 2009 base year; provided, however, that the amount produced by application of the foregoing shall  
16 not be less than 2% nor greater than 6%.

17           c. Effective January 1, 2011, wage rates in effect on December 31, 2010 for all  
18 classifications in the bargaining unit shall be increased by an amount negotiated by the parties. Said  
19 negotiations shall begin no later than sixty (60) days prior to December 31, 2010.

20           d. Upon final ratification and signature of this agreement employees hired on or prior  
21 to January 1, 2009 will receive a one-time only lump sum payment based on the employee's salary  
22 range and step. Actual lump sum payment amounts are listed in Addendum A - Wage Rates.

23           e. Upon final ratification and signature of this agreement, Call Receivers who have  
24 attained the fifth (5th) step of the wage addendum have been "grandfathered". Grandfathered Call  
25 Receivers will receive a one-time lump sum payment that is equivalent to 1.25% of their 2009 base  
26 wages. The fifth step of this wage addendum progression will no-longer be active, effective upon  
27 final ratification and signature of this agreement.

28           **Section 3. Longevity Premiums:** Communications Specialists shall receive longevity

1 premiums as outlined in Addendum D.

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

5       **Section 5. Communication Center Training Duty:** Employees in the Communications  
6 Center who are assigned in writing the responsibility of training and written evaluation of new  
7 employees shall be compensated in the following manner:

8               **Phase Two** - For each day a trainer is assigned an employee to train, the trainer will  
9 receive one (1) day's training credit. After a total of twenty (20) days, (i.e., four weeks), training  
10 credit has been accrued, the trainer will receive twenty (20) hours additional compensation at the  
11 straight time rate. The trainer may designate how the compensation will be divided either vacation or  
12 straight pay in full hourly increments. The trainer must designate his desire on the training pay  
13 request form (or its replacement). Periods of time less than a month shall be pro-rated accordingly.

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

18       **Section 6. Reinstated Employees:**

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

25               **b. Reinstatement Within Two Years:** Employees who are reinstated pursuant to Civil  
26 Service Rules within two (2) calendar years but after one (1) calendar year shall, upon reinstatement,  
27 be compensated at Step 1 of their respective pay range. Upon successful completion of twelve (12)  
28 months actual service after reinstatement, (or six (6) months for job classifications which obtain a

1 step after six (6) months of service) they shall be compensated at the equivalent of the same salary  
2 step that they were on when they left service plus any step advancement due for the addition of the  
3 current service.

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

7 **Section 7. Eligibility for Dispatcher Pay:** Employees begin receiving dispatcher pay once  
8 they become fully trained and certified as dispatchers. It is in the best interest of both employees and  
9 the employer to have as many Communication Specialists fully trained as dispatchers as possible.  
10 Employees trained as dispatchers are able to perform a broader range of duties. If for some reason a  
11 dispatcher is assigned to perform call receiver duties for a temporary period of time, the fully trained  
12 dispatcher will continue to be paid dispatcher pay rates. The County and the Union agree in the event  
13 dispatcher staffing becomes an issue as a result of call receivers failing to seek to become dispatchers,  
14 the employer and the Union will meet and confer in an effort to develop a resolution.

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1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:** Overtime shall be payable after working 40 hours in a week. Overtime  
3 shall be paid at one and one half (1-1/2) times the employee's regular rate calculated using their hours  
4 worked. "Hours worked" excludes all sick leave.

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

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

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

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

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

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

28 **Section 6. Compensatory Time:** Employees may submit written requests for compensatory



1 time in lieu of over time payments for working over time as defined by this Article. The employer  
2 will approve or deny such requests in writing. Employees who accrue compensatory time shall be  
3 allowed to carry up to forty-eight (48) straight time hours of compensatory time at any given time.  
4 The County and the Union agree to test the implementation of this compensatory time request and  
5 usage protocol for twelve (12) months. In the event either the County or Union wish to terminate the  
6 compensatory time agreement, the employer and the Union will meet and confer. In the event this  
7 new program is cancelled, the Employer agrees to reinstate the former program and meet with the  
8 Union to discuss an alternative to the terminated compensatory time request and usage protocol.

9 The parties agree to the following conditions on the use of compensatory time:

- 10 a. Compensatory time must be accrued before its request is submitted.
- 11 b. Compensatory time requests will be reviewed and processed on a first submitted  
12 first processed basis. If two (2) or more requests are received simultaneously, then the processing  
13 will be based upon bargaining unit seniority within the appropriate shift.
- 14 c. It creates an undue hardship on King County and King County Sheriff's Office  
15 for accrued compensatory time to be scheduled or taken at any other time than during the one  
16 (1) compensatory time slot per shift reserved for compensatory time.
- 17 d. Minimum staffing levels, staffing shortages, regulations concerning response  
18 time, federal funding requirements, and public safety responsibilities combine to unduly disrupt  
19 the Department's operation if compensatory time is not scheduled in this manner.
- 20 e. Requests for compensatory time cannot be submitted more than two (2) months in  
21 advance of the requested compensatory time off date.
- 22 f. It is unduly disruptive to the operations of the King County Sheriff's Office to  
23 have more than three (3) employees off per shift - inclusive of vacation and compensatory time.
- 24 g. It is also unduly disruptive to the operations of the King County Sheriff's Office  
25 to give less than seventy-two (72) hours written notice of their intent to use up to two (2) days of  
26 compensatory time off.
- 27 h. A maximum of forty-eight (48) hours of compensatory time can be requested at any  
28 one time.

1                   i. On the first payroll period of July of each year, the Department may cash out any  
2 compensatory time still on the books for which an employee has not provided the written notice  
3 required above.

4                   j. The parties agree that it is unduly disruptive for employees to request the use of  
5 compensatory time off on any recognized holiday as set forth in Article 4, Section 1 or on Saint  
6 Patrick's Day, Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve when the granting of  
7 such time off would require the County to force another employee to come in to cover the shift.

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

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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. In the exercise of this prerogative, department  
10 management will establish schedules to meet the dictates of the workload, however, nothing  
11 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 days  
28 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.

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

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

21       **Section 6. Lead Worker Pay:** Employees assigned, in writing, by the division manager or  
22 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent  
23 (5%) greater than their regular rate for all time so assigned. Assignment of "lead worker" status or  
24 pay will not confer on an employee any privilege or right, including the right of appeal, right of  
25 position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay  
26 may be revoked at any time at the sole discretion of the appointing authority or his/her designee. At  
27 such time as the "lead worker" designation is removed, the employee's compensation reverts to the  
28 rate received prior to the designation. Provided, however, that when revocation of lead worker pay is

1 used as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just  
2 cause provisions of Article 12.

3       **Section 7. Salary on Promotions:** Any employee who is promoted to a higher classification  
4 shall receive the beginning step for the higher classification or the next higher salary step as would  
5 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

6       **Section 8. Mandatory Higher Education:** Employees who are required to obtain additional  
7 formal education beyond that initially required for employment shall be allowed time off from work  
8 with pay to attend classes/seminars with scheduling approval of same at the sole discretion of  
9 management.

10       **Section 9. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
11 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of  
12 time necessary for such assignment. If they have four hours or more left on their shift at the  
13 completion of the jury duty assignment for the day, they shall report to their work location and  
14 complete the day shift. Once the employee is released for the day, or more than one day, then he/she  
15 is required to contact the supervisor who will determine if he/she is required to report for duty,  
16 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
17 he/she shall not be required to report for work on that particular day. The fees, exclusive of mileage,  
18 paid by the Court for jury duty shall be forwarded to the Comptroller. The employer may request  
19 verification of jury duty service. When an employee is notified to serve on jury duty, he/she will  
20 inform his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,  
21 regarding the dates of absence from regular duties. The supervisor will ensure that the employee is  
22 relieved of regular duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.  
23 When the employee is dismissed from jury duty (completion of jury duty assignment) the employee is  
24 required to contact his/her supervisor immediately. The supervisor will instruct the employee when  
25 to report to work, PROVIDED: there must be a minimum of twelve (12) hours between the time the  
26 employee is dismissed from jury duty and the time he/she must report for regular duties.

27       **Section 10. Labor-Management Conference Committee:** The employer shall establish a  
28 joint Labor-Management Conference Committee which shall be comprised of equal participants from

1 both the Employer and the Union. Each party shall have sole right to select its participants. The  
2 function of the Committee shall be to meet periodically to discuss issues of general interest and/or  
3 concern as opposed to individual complaints, for the purpose of establishing a harmonious working  
4 relationship between the employees, the Employer and the Union. Either the Employer or the Union  
5 may request a meeting of the Committee; however, neither party is obligated to meet more than twice  
6 a year. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

7 This Committee will also be used for evaluation of the shift trades (Article 5, Section 11).

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

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

11 **Procedure**

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

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

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

22 **Step 2 - Section Manager:** If, after thorough discussion with the immediate supervisor, the  
23 grievance has not been satisfactorily resolved, the employee and his/her Union representative shall  
24 present the grievance to the appropriate manager for investigation, discussion and written reply. The  
25 appropriate manager shall be defined as Section Commander. The manager shall make his/her  
26 written decision available to the aggrieved employee and the Union within fourteen (14) calendar  
27 days. If the grievance is not pursued to the next higher level within fourteen (14) calendar days from  
28 the date the Union and the employee receives the Section Commanders written reply, the Grievance



1 shall be presumed resolved.

2       ***Step 3 - Department Director:*** If, after thorough evaluation, the decision of the manager has  
3 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
4 department director. All letters, memoranda and other written materials previously submitted to  
5 lower levels of supervision shall be made available for the review and consideration of the  
6 department director. He/she may interview the employee and/or his/her representative and receive  
7 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
8 his/her written decision available within fourteen (14) calendar days. If the grievance is not pursued  
9 to the next higher level within fourteen (14) calendar days from the date the Union and the employee  
10 receives the Section Commanders written reply, it shall be presumed resolved.

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

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

28       By mutual agreement, the parties may call in a mediator in place of the grievance panel and

1 the Director of the Human Resources Division of the Department of Executive Services, to attempt to  
2 resolve the dispute. The parties shall jointly select the mediator, who will hear both sides of the  
3 dispute and attempt to bring the parties to an agreement. The mediator may not bind the parties to  
4 any agreement, as mediation is a voluntary process. Parties are encouraged to participate in good  
5 faith mediation and nothing the mediator says shall be admissible in arbitration.

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

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

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

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

26 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.  
27 Time restrictions may be waived in writing by consent of both parties.

28 **Section 2. Multiple Procedures:** If employees/union have access to multiple procedures for

1 adjudicating grievances, then selection by the employees/union of one procedure will preclude access  
2 to other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance  
3 procedure. If any other complaints/claims relating to the issue in question are pursued after Step 2,  
4 then the grievance is automatically withdrawn.

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

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

18 **Section 4. Probationary Period:** All newly hired and promoted employees must serve a  
19 probationary period as defined in RCW 41.14 and Civil Service Rules. As the above specify that the  
20 probationary period is an extension of the hiring process, the provisions of this Article will not apply  
21 to employees if they are discharged during their initial probationary period, or are demoted during the  
22 promotional probationary period for performance related issues. Grievances brought by probationary  
23 employees involving issues other than discharge or demotion may be processed in accordance with  
24 this Article.

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

1 **ARTICLE 13: 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).

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1 **ARTICLE 14: 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.

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1 **ARTICLE 15: 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, slowdown,  
6 or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or  
7 other interference with County functions by employees under this agreement and should same occur,  
8 the signatory organization agrees to take appropriate steps to end such interference. Any concerted  
9 action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above  
10 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.

1 **ARTICLE 16: 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.

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1 **ARTICLE 17: 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 within  
5 the Department with the same classification and seniority, the Department head will determine the  
6 order of layoff based on employee performance, PROVIDED: no regular or probationary employee  
7 shall be laid off while there are temporary extra-help employees serving in the class or position for  
8 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  
15 Reemployment List will remain in effect for a maximum of two (2) years or until all laid off  
16 employees are rehired, whichever occurs first.

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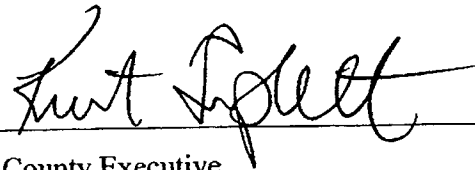


1 **ARTICLE 18: DURATION**

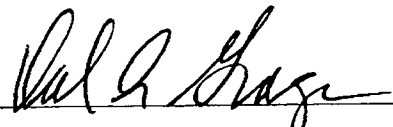
2 This Agreement shall be effective from February 14, 2009 through December 31, 2011.  
3 Written notice of desire to modify this agreement shall be served by either party upon the other at  
4 least sixty (60) days prior to the date of expiration.

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APPROVED this 4<sup>th</sup> day of November, 2009.

By:   
King County Executive

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

  
David A. Grage, Secretary-Treasurer  
11-2-09

1 cba Code: 450

Union Code(s): 763K3

2  
3 ADDENDUM A - WAGE ADDENDUM  
4 TEAMSTERS, LOCAL 763  
5 COMMUNICATIONS SPECIALISTS

6 PAY RATES COVERING JANUARY 1, 2009 THROUGH FEBRUARY 13, 2009

Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Classification				
5140200	514501	7451	Communication Specialists - Call Receiver				
			Step 1	Step 2	Step 3	Step 4	Step 5
Hourly			\$18.3083	\$19.2236	\$20.1848	\$21.1940	\$22.2541
Monthly*			\$3,173.44	\$3,332.09	\$3,498.70	\$3,673.63	\$3,857.38

\*Monthly amounts are estimates only and are based on a 2080 hour work year.

Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Classification				
5140100	514401	7455	Communication Specialists - Dispatcher				
			Step 5	Step 6	Step 7	Step 8	Step 9
Hourly			\$22.2541	\$23.3662	\$24.5348	\$25.7615	\$27.0495
Monthly*			\$3,857.38	\$4,050.14	\$4,252.70	\$4,465.33	\$4,688.58

\*Monthly amounts are estimates only and are based on a 2080 hour work year.

25 Step increases shall occur annually on an employee's adjusted service date based on date of hire as  
26 a KCSO communication specialist. Call receivers will be placed on Step 5 (first step dispatcher)  
27 when fully certified as a dispatcher, after successful completion of dispatcher training. The date of  
28 this placement will become the date for annual step increases thereafter.

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<b>LUMP SUM AMOUNT</b>	
<b>Step 1</b>	\$231.58
<b>Step 2</b>	\$243.16
<b>Step 3</b>	\$255.32
<b>Step 4</b>	\$268.08
<b>Step 5</b>	\$281.49
<b>Step 6</b>	\$295.56
<b>Step 7</b>	\$310.34
<b>Step 8</b>	\$325.86
<b>Step 9</b>	\$342.15

1 cba Code: 450

Union Code(s): 763K3

2 ADDENDUM A - WAGE ADDENDUM

3 TEAMSTERS, LOCAL 763

4 COMMUNICATIONS SPECIALISTS

5 PAY RATES COVERING FEBRUARY 14, 2009 THROUGH DECEMBER 31, 2009

7 Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Classification				
8 5140200	514501	7451	Communication Specialists - Call Receiver				
			Step 1	Step 2	Step 3	Step 4	Step 5
Hourly			\$19.4417	\$20.1617	\$21.1698	\$22.5062	\$23.3401
Monthly*			\$3,369.89	\$3,494.69	\$3,669.43	\$3,901.07	\$4,045.62

14 \*Monthly amounts are estimates only and are based on a 2080 hour work year.

17 Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Classification				
18 5140100	514401	7455	Communication Specialists - Dispatcher				
			Step 5	Step 6	Step 7	Step 8	Step 9
Hourly			\$23.6319	\$24.5065	\$25.7321	\$27.0187	\$28.7241
Monthly*			\$4,096.20	\$4,247.79	\$4,460.23	\$4,683.24	\$4,978.84

24 \*Monthly amounts are estimates only and are based on a 2080 hour work year.

25 Step increases shall occur annually on an employee's adjusted service date based on date of hire as  
 26 a KCSO communication specialist. Call receivers will be placed on Step 5 (first step dispatcher)  
 27 when fully certified as a dispatcher, after successful completion of dispatcher training. The date of  
 28 this placement will become the date for annual step increases thereafter.

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**ADDENDUM B - STEP INCREASE ELIGIBILITY**

- 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.

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**ADDENDUM C - DEFINITIONS**

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

- 1. **Department:** King County Sheriff's Office.
- 2. **Party:** Either King County or Teamsters Local Union No. 763, Communication Center.
- 3. **"Part-time regular position"** means a regular position in which the part-time regular

employee is employed for at least nine hundred ten hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least one thousand forty hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, is responsible for determining what hour threshold will apply.

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

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

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**ADDENDUM D - LONGEVITY**

**Teamsters, Local 763**

**Communications Specialist**

**Longevity Pay**

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

After 10 years of service as a KCSO Communications Specialist .30/ hr	After 15 years of service as a KCSO Communications Specialist .45/hr	After 20 years of service as a KCSO Communications Specialist .60/hr
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**Communications Specialists (Dispatchers)** covered by this Agreement shall receive longevity payment in accordance with the following schedule:

After 7 years of service as a KCSO Communications Specialist .35/ hr	After 12 years of service as a KCSO Communications Specialist .50 /hr	After 17 years of service as a KCSO Communications Specialist .65/hr
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Years of service is measured by an employee's adjusted service date based on date of hire as a KCSO Communications Specialist.

1 **MEMORANDUM OF UNDERSTANDING**

2 **Between**

3 **KING COUNTY**

4 **and**

5 **PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL**

6 **UNION NO. 763**

7 **Affiliated with the International Brotherhood of Teamsters**

8 **Alternative Work Schedule**

9 **Concerning Communication Center Employees Bargaining Unit**

10  
11 **IT IS UNDERSTOOD AND AGREED:**

12 The parties acknowledge that many Communication Specialists would like to work a four (4) days  
13 per week, ten (10) hour day schedule. The parties agree that current staffing levels will not allow for such  
14 a staffing pattern. When the parties agree that staffing levels will allow for a successful four/ten (4/10)  
15 schedule, the parties will implement such schedule on an agreed upon date.

16 When the Union believes sufficient staffing levels allow for such a schedule change, the Union will  
17 request that the King County Sheriff's Office (KCSO) implement such schedule change. The KCSO will  
18 evaluate such request and if it confirms that staffing levels will allow such a schedule change, it will  
19 implement such change in a timely manner. In the event the KCSO does not agree that staffing levels  
20 permit such a change, the KCSO will give to the Union, in writing, the number of additional staff members  
21 that are required before this change can be made, and the date this level is expected to be achieved. The  
22 KCSO will then implement such change when staffing levels reach this mark.

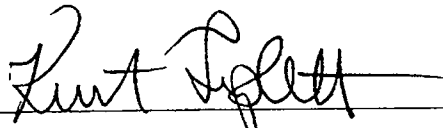
23 The parties agree that such change will be for an experimental six (6) month period, with King  
24 County retaining the right to revert to the traditional five/eight (5/8) schedule, (or another schedule with the  
25 proper notice required by the collective bargaining agreement,) with thirty (30) calendar days notice.  
26 The parties also agree to draft a Memorandum of Understanding prior to the implementation of the four/ten  
27 (4/10) schedule, consistent with other four/ten (4/10) Memoranda of Understanding, concerning King  
28 County Sheriff's Office employees that summarizes the criteria that will be used to evaluate the four/ten



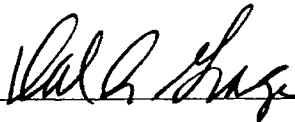
1 (4/10) schedule, as well as the parties' agreement with respect to other issues such as employee benefits  
2 (overtime, holidays, vacation, etc).

3 This agreement is effective from February 14, 2009 through December 31, 2011 and constitutes the  
4 full and final agreement on the issue of four/ten (4/10) schedules in the Communication Center at King  
5 County Sheriffs Office.

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8 APPROVED this 4<sup>th</sup> day of November, 2009.

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12 By:   
13 King County Executive

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

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20 David A. Grage, Secretary-Treasurer

21 11-2-09  
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