

Master Labor Agreement (MLA) - Appendix 44
Agreement Between King County
And
Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763
Communications Specialists - King County Sheriff's Office
[450]

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

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9 This addenda along with the Master Labor Agreement (MLA) constitutes the collective
10 bargaining agreement (Agreement) by and between King County, (County), the King County
11 Sheriff's Office (KCSO) and Public, Professional & Office Clerical Employees and Drivers Local
12 Union No. 763, affiliated with the International Brotherhood of Teamsters (Union).

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

16 MLA Working Conditions that KCSO and the Union agree apply to this bargaining unit
17 include the following MLA Articles:

18 Safety gear (4), Jury Duty (except 5.2), Donated leaves (6), Required training/certifications
19 (8), Professional development (12), Supported employees (13), Reclassifications (14), Special Duty
20 (15, except 15.3), Union engagement (21), Bulletin boards (23), Unpaid leaves (3, except exclude
21 LWP from seniority), Holidays (10,), Savings Clause (30) Duration (31).

22 MLA provisions that do not apply to this bargaining unit include the following MLA Articles:
23 Jury duty (5.2), Out of Class (37), TLT's (17), Job Postings (18), Public Disclosure (19), Union
24 notification (20), Grievance procedure (26), Discipline (27), After Hours Support (33), Union Leave
25 (22), Sick Leave (34), and Vacation Leave (35).

26 **ARTICLE 1: PURPOSE**

27 The intent and purpose of this Agreement is to promote the continued improvement of the
28 relationship between the County, KCSO and its employees and to set forth the wages, hours and other

1 working conditions of such employees provided the County and KCSO has authority to act on such
2 matters.

3 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND DUES DEDUCTION (MLA)**

4 **Section 2.1. Jurisdiction:** The County and KCSO recognizes the Union as the exclusive
5 bargaining representative for those employees of KCSO whose job classifications are listed in the
6 attached Addendum "A".

7 **Section 2.2. Union Membership Security:**

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

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

26 **Section 2.3.** Failure to abide by the provisions of this Article shall be cause for dismissal;
27 provided that the County has no duty to act until the Union submits a written request for discharge to
28 KCSO with a copy to the Director of Labor Relations. Within fifteen (15) days after receipt of such

1 request, KCSO will notify the employee of its intent to dismiss him/her for failure to fulfill Union
2 obligations as set forth in this Article.

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

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

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

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

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

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

27 **Section 2.10. Bulletin Boards and Union Electronic Communications:** Pursuant to the
28 Master Labor Agreement, Article 23.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

4 (a). Determine the mission, organization and internal security practices;

5 (b). Manage the budget;

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

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

12 (e). Develop and modify class specifications;

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

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

15 (h). Reduce the work force;

16 (i). Establish reasonable work rules;

17 (j). Assign the hours of work;

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

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

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

1 required by law.

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

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

10 **Section 3.6. Re-opener Early Intervention Systems (EIS):** Either party may re-open
11 negotiations on EIS issues subject to bargaining within 30-days of the County's approval of the next
12 King County Police Officer's Guild (KCPOG) collective bargaining agreement. The County will
13 notify the Union when the KCPOG and King County have reached tentative agreement on that
14 contract.

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

18 **Section 3.8. Civilian Review: Re-opener:** Either party may re-open negotiations on Civilian
19 Review issues subject to bargaining within 30-days of the County's approval of the next King County
20 Police Officer's Guild (KCPOG) collective bargaining agreement. The County will notify the Union
21 when the KCPOG and King County have reached tentative agreement on that contract.

22 **ARTICLE 4: HOLIDAYS**

23 Pursuant to the Master Labor Agreement, Article 10 (and as modified below):

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

1 only to those employees who work on the dates listed below:

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

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

13 **Section 4.4. Floating Holiday:** Pursuant to the Master Labor Agreement, Article 10.
14 Employees may use their floating holidays within the first six (6) months of employment.

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

17 **Section 4.6. Pro-Rata Benefits:** Part-time regular and probationary employees will receive
18 holiday benefits based upon the ratio of hours actually worked, less overtime, to a standard work
19 year.

1 **ARTICLE 5: VACATIONS**

2 **Section 5.1. Accrual – Full-time Employees:** MLA provisions regarding Vacation shall not
3 apply to this bargaining unit. Full-time regular and probationary employees working forty (40) hours
4 per week shall receive vacation benefits as indicated in the following table:

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Full Years of Service	Hourly Accrual Rate	Approximate Equivalent Annual Leave in Days
Upon hire through end of Year 5	.0460	12
Upon beginning of Year 6	.0577	15
Upon beginning of Year 9	.0615	16
Upon beginning of Year 11	.0769	20
Upon beginning of Year 17	.0807	21
Upon beginning of Year 18	.0846	22
Upon beginning of Year 19	.0885	23
Upon beginning of Year 20	.0923	24
Upon beginning of Year 21	.0961	25
Upon beginning of Year 22	.1000	26
Upon beginning of Year 23	.1038	27
Upon beginning of Year 24	.1076	28
Upon beginning of Year 25	.1115	29
Upon beginning of Year 26 and beyond	.1153	30

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28 The maximum annual vacation accrual will be four hundred eighty (480) hours, except for

1 new employees hired January 1, 2018 or after, pursuant to the Master Labor Agreement (320 hours).

2 **Section 5.2. Accrual Based on Hours Worked:** Vacation benefits for part-time regular and
3 probationary employees will be established based upon the ratio of hours actually worked, less
4 overtime, to a standard work year. For example, if a part-time employee normally works four (4)
5 hours per day in a unit that normally works eight (8) hours per day, then the part-time employee
6 would be granted one-half (1/2) of the vacation benefit allowed a full-time employee with an
7 equivalent number of years service. The maximum annual accrual is prorated accordingly, i.e., a
8 part-time employee working one-half (1/2) time would have a maximum annual vacation accrual of
9 two hundred forty (240) hours.

10 **Section 5.3.** Employees may not use accrued vacation leave during their first six (6) months
11 of employment, except as substitution for sick leave pursuant to Article 6, or pursuant to a qualifying
12 event under the Washington State Family Care Act (WFCA). However, employees may use their
13 two personal holidays within the first six (6) months.

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

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

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

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

27 **Section 5.8. Excess Vacation:** All employees may continue to accrue additional vacation
28 beyond the maximum annual accrual specified herein. However, employees shall use vacation leave

1 beyond the maximum accrual amount on or before the last pay period that includes December 31st of
2 each year. Employees may carryover excess vacation accrual only when express approval is granted
3 by the Sheriff or his/her designee. Non-probationary employees who leave County employment for
4 any reason will be paid for their unused vacation up to the maximum annual accrual specified herein.

5 **Section 5.9. Vacation Preference:** Vacation shall be granted on a seniority basis within each
6 shift or unit and shall be taken at the request of the employee with the approval of the Section
7 Commander/designee. Employees who are transferred involuntarily, and who have already had their
8 vacation request approved as specified above, will be allowed to retain that vacation period regardless
9 of their seniority within the new shift or unit to which they are transferred.

10 **Section 5.10. Vacation Donation:** Pursuant to the Master Labor Agreement, Donated
11 Leaves, Article 6.

12 **ARTICLE 6: SICK LEAVE**

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

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

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

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

27 **Section 6.5. Verification of Illness:** KCSO is responsible for the proper administration of
28 the sick leave benefit. Verification of illness from a licensed health care provider may be required for

1 any requested sick leave absence. In the event that medical verification is required, the employee
2 shall submit documentation to the shift supervisor in a sealed envelope. The shift supervisor will
3 write the date and time of receipt along with their initials and forward the envelope to the Operations
4 Manager, who will ultimately forward these medical notes to KCSO HR for filing in an employee's
5 confidential medical file. Verification of illness documentation is a tool for management to address
6 attendance and the purpose of the proposed language is to protect the employee's private, medical
7 information. This proposal is not intended to apply to medical documentation which requires KCSO
8 to make medical accommodations or to serve as a release back to work after an extended medical
9 leave. In instances where the employee requires accommodations or medical release, the employee
10 shall coordinate with their supervisor and KCSO HR.

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

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

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

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

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

1 less mandatory withholdings.

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

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

8 (a). Employee illness;

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

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

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

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

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

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

19 (h). Organ Donation.

20 **Section 6.12. Volunteer Leave:** Volunteer leave will be pursuant to the Master Labor
21 Agreement, Article 4.

22 **Section 6.13.** King County Family Medical Leave/Federal Family Medical Leave shall be
23 Pursuant to the Master Labor Agreement, Article 11.

24 **Section 6.14. Sick Leave Incentive:** In January of each calendar year, employee sick leave
25 usage will be reviewed. Full-time regular employees who have used sixteen (16) or less hours of sick
26 leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional
27 hours credited to their vacation account. Employees who have used more than sixteen (16) but less
28 than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their vacation

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

2 **Section 6.15. Bereavement Leave: Pursuant to the Master Labor Agreement, Article 8.**

3 **ARTICLE 7: WAGE RATES**

4 **Section 7.1. General Wage Increases:**

5 (a). Wage rates for 2017.

6 (b). Wage rates for 2018 will be increased by pursuant to the Total Compensation
7 Coalition and Master Labor Agreements.

8 **Section 7.2. Longevity Premium Pay:** Communications Specialists shall receive longevity
9 premiums as outlined in Addendum C.

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

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

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

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

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

4 **Section 7.5. Reinstated Employees Step Placement:**

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

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

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

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

1 **ARTICLE 8: OVERTIME**

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

6 **Section 8.2. Callouts:** A minimum of four (4) hours at the overtime rate shall be paid for
7 each call out. Where such overtime exceeds the minimum number of hours, the actual hours worked
8 shall be allowed at the overtime rates. In addition, call out pay shall apply to employees subpoenaed
9 to court while on furlough or vacation.

10 (a). **Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall
11 be paid for each court callout. Where such time in court exceeds two (2) hours, the actual hours
12 worked shall be paid at the overtime rate. If the session starts less than two (2) hours before or after
13 the employee's shift, it will be considered a shift extension for court and the employees will be
14 compensated for the amount of time spent in court before or after their shift.

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

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

21 **Section 8.4. 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 8.5. Compensatory Time.** Employees may submit written requests for compensatory
25 time in lieu of overtime payments for working overtime as defined by this Article. KCSO will
26 approve or deny such requests in writing. Employees who accrue compensatory time shall be
27 allowed to carry up to sixty (60) straight time hours of compensatory time at any given time.

28 (a). The parties agree to the following conditions on the use of compensatory time

1 with the understanding that it is unduly disruptive, and creates undue hardship for KCSO to process
2 compensatory time in any manner other than as describe below.

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

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

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

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

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

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

25 (h). Once the compensatory time is approved it will not be rescinded, unless the
26 employee has insufficient accrued compensatory time to cover the absence.

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

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

6 (k). Regular Part-time employees maximum compensatory time accrual and usage
7 shall be pro-rated based on the full time employee's maximum annual leave accrual and usage (e.g., a
8 part-time employee scheduled half-time may accrue and have a maximum one-time use of twenty-
9 four (24) hours, and a maximum annual use of forty-eight (48) hours).

10 **Section 8.6. Voluntary Training:** Employees who request training on a voluntary basis will
11 not be paid for study time associated with said training, nor will overtime compensation be paid for
12 workdays that extend beyond the normal contractual workday if said workday is part of the normal
13 training schedule, provided, however, employees who are required to attend by KCSO will be paid
14 overtime pursuant to the overtime provisions of this Agreement. For any voluntary training, including
15 Professional development opportunities under the MLA, Article 12, employees must obtain
16 authorization from KCSO Commander or designee for leave in advance.

17 **ARTICLE 9: HOURS OF WORK**

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

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

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

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

3 **Section 9.5. Shift Assignments:** Shift/days off assignments shall be selected annually on the
4 basis of seniority. This is not intended to limit the County's right to change shift schedules and/or
5 shift staffing. Shift/days off assignments shall be selected on the basis of seniority in classification.
6 Once shift bid is complete, shift assignments will not be traded.

7 **Section 9.6.** If it becomes necessary to make an operational transfer or fill a new/old
8 staffing slot before the normal shift selection process, volunteers will first be solicited by seniority.
9 If there are no volunteers, the least senior non-probationary employee from the assigned shift, who
10 has corresponding call receiver and/or dispatcher abilities, will be reassigned. The County and the
11 Union acknowledge operational, emergent, or training staffing issues may take priority.

12 **Section 9.7.** The parties agree that the CBA may be re-opened no later than 1/1/2018 for the
13 purpose of discussing schedule options, and related impacts on vacation, shift bids and shift trades,
14 and compensatory time that may be implemented with mutual agreement on a trial basis.

15 **Section 9.8. Part-time – Job Sharing:** If two (2) employees in the same job classification
16 and work site wish to job share one (1) full time position, they shall submit such a request in writing.
17 The Sheriff/designee has discretion as to whether to approve job shares, and determine the length or
18 renewal requirements of any job share or part-time position. Employees who job share one (1) full-
19 time position shall receive benefits pursuant to County policy. In the event that one of the job-
20 sharing employees terminates his/her employment (voluntarily or involuntarily) KCSO shall have the
21 following options:

22 (a). No change to the situation, allowing a half-time (1/2) position to continue.

23 (b). Fill the vacant half-time (1/2) position with temporary help, or another employee
24 in the same classification who desires to participate in a job share.

25 (c). Expand the half-time (1/2) position to a full-time position, with sixty (60)
26 calendar days notice to the affected employee.

27 **Section 9.9. Re-opener (see 9.7) Shift Trades:** Following are the guidelines for shift trades:

28 (a). Trades are only allowed between comparable pay and duty classifications (i.e.,

1 call receiver for call receiver or dispatcher for dispatcher).

2 (b). Trade requests should be submitted at least four (4) days before the proposed
3 trade; later submissions run the risk of being declined due to conflicts with mandatory overtime
4 assignments, etc.

5 (c). A voluntary waiver of contract overtime, as provided under Section 8.1, will be
6 completed and placed in the employee's personnel file.

7 (d). The days traded must be scheduled at the time of request and fall within sixty
8 (60) calendar days of the written request.

9 (e). Only one (1) of an employee's two (2) weekly furlough days can be used to repay
10 a trade.

11 (f). When repaying a trade, employees can work no longer than a twelve (12) hour
12 shift, and can work no more than six (6) days straight. In no event will it take more than four (4) pay
13 periods to repay the shifts. At no time can an employee have more than forty-eight (48) hours of
14 trade time arranged.

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

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

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

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

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

27 (l). The parties agree that this section may be subject of further discussion if requested
28 by the County or Union. Furthermore, employees that do not fulfill their portion of a shift trade will

1 have the appropriate leave balance reduced and will be subject to the established policies and
2 procedures governing leave and attendance.

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

4 Shall be provided pursuant to the Master Labor Agreement, Article 25, and Joint Labor
5 Management Insurance Committee.

6 **ARTICLE 11: MISCELLANEOUS**

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

10 **Section 11.2. Mileage Reimbursement for Authorized Travel in Personal Vehicle:**
11 Pursuant to the Master Labor Agreement, Article 24.

12 **Section 11.3. Appearances before the Civil Service Commission, PERC, or Labor**
13 **Arbitrators:** Employees who are directly involved with proceedings before the Civil Service
14 Commission, PERC, or Labor Arbitrators may be allowed to attend without loss of pay provided
15 prior permission is granted by the Sheriff or his/her designee.

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

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

26 **Section 11.6. Lead Worker Pay:** Employees assigned, in writing, by the Division Chief or
27 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent
28 (5%) greater than their regular rate for all time so assigned. Assignment of "lead worker" status or

1 pay will not confer on an employee any privilege or right, including the right of appeal, right of
2 position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay
3 may be revoked at any time at the sole discretion of the Division Chief or his/her designee. At such
4 time as the "lead worker" designation is removed, the employee's compensation reverts to the rate
5 received prior to the designation. Provided, however, that when revocation of lead worker pay is
6 used as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just
7 cause provisions of Article 12.

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

12 **Section 11.8. Jury Duty:** Pursuant to the Master Labor Agreement Article 5 (except 5.2) An
13 employee required by law to serve on jury duty shall continue to receive his/her salary and shall be
14 relieved of regular duties and assigned to day shift, with adjusted furlough days of Saturday and
15 Sunday, for the period of time necessary for such assignment. If they have four (4) hours or more left
16 on their shift at the completion of the jury duty assignment for the day, they shall report to their work
17 location and complete the day shift. Once the employee is released for the day, or more than one (1)
18 day, then he/she is required to contact the supervisor who will determine if he/she is required to
19 report for duty, provided however such release time is prior to 1:00 p.m. If an employee is released
20 after 1:00 p.m. he/she shall not be required to report for work on that particular day. The fees,
21 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Finance and Business
22 Operations Division of the Department of Executive Services. KCSO may request verification of jury
23 duty service. When an employee is notified to serve on jury duty, he/she will inform his/her
24 immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the
25 dates of absence from regular duties. The supervisor will ensure that the employee is relieved of
26 regular duties a minimum of twelve (12) hours prior to the time of reporting for jury duty. When the
27 employee is dismissed from jury duty (completion of jury duty assignment) the employee is required
28 to contact his/her supervisor immediately. The supervisor will instruct the employee when to report

1 to work. Provided: There must be a minimum of twelve (12) hours between the time the employee is
2 dismissed from jury duty and the time he/she must report for regular duties.

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

11 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

18 **Section 12.2. Definition:** Grievance - An issue raised in writing by a party to this Agreement
19 relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in
20 this Agreement, except that verbal or written reprimands are not subject to Step 3 of the grievance
21 procedure outlined in this Agreement.

22 **Procedure**

23 **Section 12.3. Step 1 – Operations Manager:** A grievance shall be presented by the
24 aggrieved employee, and/or his/her Union representative on a Union grievance form within fourteen
25 (14) calendar days of the occurrence, or the date on which the grievant should have known of the
26 occurrence, of such grievance, to the operations manager. The grievance must:

27 (a). fully describe the alleged violation and how the employee was adversely affected;

28 (b). set forth the section(s) of the Agreement which have been allegedly violated; and

1 (c). specify the remedy or solution being sought by the employee filing the grievance.

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

5 **Section 12.4. Step 2 - Section Commander:** If, after thorough discussion with the operations
6 manager, the grievance has not been satisfactorily resolved, the employee and his/her Union
7 representative shall present the grievance to the Commander for investigation, discussion and written
8 reply. The Commander shall make his/her written decision available to the aggrieved employee and
9 the Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level
10 within fourteen (14) calendar days from the date the Union and the employee receives the
11 Commander's written reply, the grievance shall be presumed resolved.

12 **Section 12.5. Step 3 - Division Chief/Office of Labor Relations:** If, after thorough
13 discussion with the Section Commander the grievance has not been satisfactorily resolved, the
14 employee and his/her Union representative shall present the grievance to the Chief for investigation,
15 discussion and written reply. For issues involving working conditions, the Chief shall review and
16 respond to the grievance. For wage and benefit issues, the Chief shall ensure that the Office of Labor
17 Relations (OLR) receives the grievance for processing. If, after thorough evaluation, the decision of
18 the Chief or Office of Labor Relations has not resolved the grievance to the satisfaction of the
19 employee, the grievance may be advanced to Step 4. All letters, memoranda and other written
20 materials previously submitted to lower levels of supervision shall be made available for review and
21 consideration. He/she may interview the employee and/or his/her representative and receive any
22 additional related evidence which he/she may deem pertinent to the grievance. A written decision
23 will be made available within fourteen (14) calendar days. If the grievance is not pursued to the next
24 higher level within fourteen (14) calendar days from the date the Union and the employee receives
25 the Chief's/OLR's written reply, it shall be presumed resolved.

26 **Section 12.6. Mediation.** By mutual agreement, the parties may call in a mediator in place of
27 the grievance panel to attempt to resolve the dispute. The parties shall jointly select the mediator,
28 who will hear both sides of the dispute and attempt to bring the parties to an agreement. The

1 mediator may not bind the parties to any agreement, as mediation is a voluntary process. Parties are
2 encouraged to participate in good faith mediation and nothing the mediator says shall be admissible
3 in arbitration.

4 **Section 12.7. Step 4 - Arbitration:** Either the County or the Union may request arbitration
5 within thirty (30) calendar days of the issuance of the Step 3 decision and the party requesting
6 arbitration must at that time specify the exact question which it wishes arbitrated. If the Step 3
7 decision is not timely appealed, the grievance will be presumed resolved. The parties shall then
8 select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to
9 agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators
10 furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation
11 Service, or by another agency if the parties mutually agree. The arbitrator will be selected from the
12 list by both the County representative and the Union, each alternately striking a name from the list
13 until one (1) name remains. The arbitrator, under voluntary labor arbitration rules of the AAA, shall
14 be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on
15 both parties.

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

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

22 (c). No matter may be arbitrated which the County by law has no authority over, has
23 no authority to change, or has been delegated to any civil service commission or personnel board.

24 **Section 12.8.** There shall be no strikes, cessation of work or lockout during such conferences
25 or arbitration.

26 **Section 12.9.** Time restrictions may be waived in writing by consent of both parties.

27 **Section 12.10. Multiple Procedures:** If employees/Union has access to multiple procedures
28 for adjudicating grievances, then selection by the employees/Union of one (1) procedure will

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

4 **Section 12.11. Just Cause/Progressive Discipline:** No regular employee may be discharged,
5 suspended without pay, or disciplined in any way except for just cause. In addition, KCSO will
6 employ the concept of progressive discipline in appropriate cases. KCSO's policy is that discipline is
7 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may
8 result in discharge, disciplinary transfer, or other disciplinary action, that do not require corrective
9 action.

10 **Section 12.12.** Written reprimands may not be used for purposes of progressive discipline
11 once three (3) years have passed from the date the reprimand was issued, and the County has
12 documented no similar problems with the employee during this three (3-year time period. In those
13 instances where disciplinary action is based on reasonable evidence of the commission of a crime, or
14 the proposed discipline involves suspension or termination of the employee the grievance procedure
15 will begin at Step 2.

16 **Section 12.13. Probationary Period:** All newly hired and promoted employees must serve a
17 probationary period as defined in RCW 41.14 and Civil Service Rules. As the above specify that the
18 probationary period is an extension of the hiring process, the provisions of this Article will not apply
19 to employees if they are discharged during their initial probationary period, or are demoted during the
20 promotional probationary period for performance related issues. Grievances brought by probationary
21 employees involving issues other than discharge or demotion may be processed in accordance with
22 this Article.

23 **Section 12.14. Union Concurrence:** Inasmuch as this is an agreement between KCSO and
24 the Union, only the Union, and not individual employees may make use of the provisions of this
25 Article. The final authority to settle a grievance is vested with the Union and the County.

26 **ARTICLE 13: NON-DISCRIMINATION**

27 **Section 13.1.** Neither the County nor the Union shall unlawfully discriminate against any
28 individual with respect to compensation, terms, conditions, or privileges of employment because of

1 race, color, creed, religion or religious affiliation, national origin, ancestry, sexual orientation, gender
2 identity or expression, marital status, age, sex, honorably discharged veteran or military status, or
3 disability.

4 **Section 13.2.** The parties agree that personnel actions may be taken to accommodate
5 disabilities, as may be required under the Americans with Disabilities Act (ADA).

6 **ARTICLE 14: SAVINGS CLAUSE**

7 Pursuant to Master Labor Agreement, Article 30.

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

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

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

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

27 (a). Discharge.

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

1 **ARTICLE 16: WAIVER CLAUSE**

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

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

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

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

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


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

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ARTICLE 18: DURATION

Pursuant to Master Labor Agreement, Article 31.

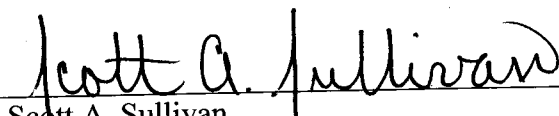
APPROVED this 15 day of MARCH, 2018.

By: 
King County Executive

King County Sheriff's Office:


Mitzi Jehanknecht
Sheriff
King County Sheriff's Office

Public, Professional & Office-Clerical Employees and
Drivers, Teamsters Local 763:


Scott A. Sullivan
Secretary-Treasurer

1 cba Code: 450

Union Code(s): K3

2 ADDENDUM A - WAGE ADDENDUM
 3 TEAMSTERS, LOCAL 763
 4 COMMUNICATIONS SPECIALISTS
 5 PAY RATES 2018

6

7 Job Class Code	PeopleSoft Job Code	Classification Title
8 5140200	514501	Communications Specialist - Call Receiver

9

	Step 1	Step 2	Step 3	Step 4	Step 5
10 Hourly	\$23.2586	\$24.1197	\$25.3260	\$26.9247	\$27.9223
11 Monthly*	\$4,031.49	\$4,180.75	\$4,389.84	\$4,666.95	\$4,839.87

12

13 Job Class Code	PeopleSoft Job Code	Classification Title
14 5140100	514401	Communications Specialist - Dispatcher

15

	Step 6	Step 7	Step 8	Step 9	Step 10
16 Hourly	\$28.2713	\$29.3176	\$30.7839	\$32.3231	\$34.3634
17 Monthly*	\$4,900.36	\$5,081.72	\$5,335.88	\$5,602.67	\$5,956.32

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ADDENDUM B - STEP INCREASE ELIGIBILITY

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

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

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

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

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

1 **ADDENDUM C - LONGEVITY**

2 **Teamsters, Local 763**

3 **Communications Specialists**

4
5 **Longevity Pay**

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

8

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

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

14

15 After 7 years of service as a KCSO Communications Specialist .35/ hr	16 After 12 years of service as a KCSO Communications Specialist .50 /hr	17 After 17 years of service as a KCSO Communications Specialist .65/hr
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18
19 Years of service is measured by an employee's adjusted service date based on date of hire as a
20 Communications Specialist.

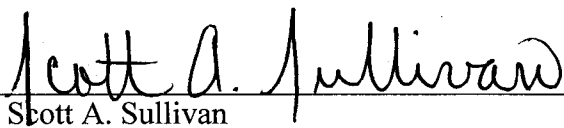
1 **LETTER OF INTENT**

2 **Section 8.5: Compensatory Time**

3 **Teamsters, Local 763 Communications Specialists**

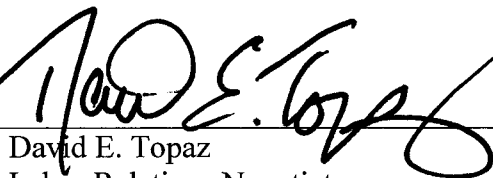
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5 Except as provided under Section 8.5.F, i.e., the approval of one (1) request for compensatory
6 time off on each shift, KCSO intends to approve additional compensatory time off requests when
7 backfilling is not necessary and staffing levels are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

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12
13 Public, Professional & Office-Clerical Employees and
14 Drivers, Teamsters Local 763:

15 

16 Scott A. Sullivan
17 Secretary-Treasurer

18
19 For King County:

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22 David E. Topaz
23 Labor Relations Negotiator
24 Office of Labor Relations
25 King County Executive Office