

Coalition Labor Agreement (CLA) - Appendix for 450
Agreement Between King County
And
Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763
Communications Specialists - King County Sheriff's Office

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

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

ARTICLE 1: PURPOSE

Section 1.1. The intent and purpose of this Appendix is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours and other working conditions of such employees provided the County has authority to act on such matters.

Section 1.2. Application of Coalition of Labor Agreement: The CLA shall apply to the individual bargaining unit’s employees as follows:

- (a). The Preamble in its entirety.
- (b). All Superseding and non-superseding provisions, unless otherwise noted in Section 1.2.3 below or in the CLA.
- (c). The following CLA article does not apply to this bargaining unit:

- 1. Article 18 “Job Postings”

ARTICLE 2: UNION RECOGNITION **Section 2.1. Jurisdiction:** The County recognizes the Union as the exclusive bargaining representative for those employees whose job classifications are listed in the attached Addendum “A”.

Section 2.2. Bargaining Unit Roster: The County will transmit to the Union a current listing of all employees in the bargaining unit upon request within thirty (30) days but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, and salary.

Section 2.3. Visitation Rights: Authorized representatives of the Union may, after notifying the County, visit the work location of employees covered by this Agreement at any

1 reasonable time.

2 **Section 2.4. Shop Stewards:** The County agrees to recognize employees designated by the
3 Union as Shop Stewards. When contract administration business is conducted during work hours, the
4 steward is responsible for clearing time away from work with their manager or supervisor. The
5 Union and the County recognize in light of the work being performed under this agreement, KCSO
6 work comes first.

7 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

- 10 **(a).** Determine the mission, organization and internal security practices;
- 11 **(b).** Manage the budget;
- 12 **(c).** Recruit, examine, evaluate, promote, train, transfer employees of its choosing,
13 and determine the time and methods of such action, and discipline, suspend, demote, or dismiss
14 regular employees for just cause. When a transfer is used as a disciplinary sanction, it shall be
15 subject to the grievance procedure and just cause provisions of the CLA Articles 26 and 27;
- 16 **(d).** Assign bargaining unit work to any employee in the bargaining unit and direct the
17 work force;
- 18 **(e).** Develop and modify class specifications;
- 19 **(f).** Determine the method, materials, and tools to accomplish the work;
- 20 **(g).** Designate duty stations and assign employees to those duty stations;
- 21 **(h).** Reduce the work force;
- 22 **(i).** Establish reasonable work rules;
- 23 **(j).** Assign the hours of work; and
- 24 **(k).** Take whatever actions may be necessary to carry out the County’s mission in
25 case of emergency.

26 **Section 3.2.** All of the functions, rights, powers, and authority of the County not specifically
27 abridged, deleted, or modified by this Appendix are recognized by the Union as being retained by the
28 County.

1 **Section 3.3.** In prescribing policies and procedures relating to personnel and practices, and to
2 the conditions of employment, the County and KCSO will comply with state law to negotiate or meet
3 and confer, as appropriate. However, the parties agree that the County retains the right to implement
4 any changes to policies or practices that are not mandatory subjects of bargaining.

5 **Section 3.4. Civil Service and Career Service:** The County retains the right to bargain
6 changes or effects, to the extent required by law, to King County Civil Service Rules and Career
7 Service/Personnel Guidelines, and may propose such changes at any time. Such proposals may be
8 discussed in labor/management meetings or any forum acceptable to the parties.

9 **Section 3.5. Performance Review:** Consistent with the authority retained in Section 3.1.(b)
10 supra, the County has the right to develop and implement a performance evaluation system consistent
11 with the County’s policies and procedures.

12 **(a).** Although step increases are not based on merit, the County may periodically
13 conduct performance appraisals. Satisfactory performance shall mean overall rating of “Satisfactory”
14 or “Exceeds Standards” on the employee performance evaluation utilized by the County.

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

18 **Section 3.6. Office of Law Enforcement Oversight:** The Union agrees to adopt the King
19 County Police Officers Guild (KCPOG) 2017-2021 agreement on OLEO, attached as Addendum C.

20 **ARTICLE 4: HOLIDAYS**

21 **Section 4.1.** Employees shall be eligible for paid holidays pursuant to the CLA, Article 10
22 and as described below:

23 **Section 4.2. Date of Observance and Holiday Worked Pay:** All holidays shall be observed
24 in accordance with the CLA. Provided further, that the employees in the Communications Center
25 who work in a twenty-four hour seven day per week (24/7) operation shall observe the following four
26 (4) holidays on the specific dates listed below. These specific named holidays, will be paid at the
27 contractual overtime rate only to those employees who work on the dates listed below:
28

Holiday	Date of Observance and Contractual 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

Section 4.3. Holiday Observed Pay: All employees shall take holidays on the day of observance and shall be paid eight (8) hours regular holiday pay, unless their work schedule requires otherwise for continuity of services, in which event, they shall be paid in accordance with Section 4.2.

(a). Comprehensive leave eligible employees assigned to a 4-10 schedule will receive no more than a maximum of eight (8) hours per holiday. An employee on a 4-10 work schedule who is not assigned to work a holiday may, at their discretion, use two (2) hours of their accrued vacation leave or compensatory time applied in order to be compensated ten (10) hours for each holiday identified within Article 10 of the CLA. The use of vacation, personal holiday, or compensatory time on a holiday for purposes of receiving full compensation on a holiday will not be considered when approving discretionary vacation or compensatory time.

Section 4.4. Pro-Rata Benefits: Part-time regular and probationary employees will receive holiday benefits based upon the ratio of hours actually worked, less overtime, to a standard work year.

1 **ARTICLE 5: VACATIONS**

2 Pursuant to the CLA Article 32 and as described below:

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

5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Full Years of Service			Hourly Accrual Rate	Approximate Equivalent Annual Leave in Days																			
Upon hire through end of Year 5			.0460	9.5																			
Upon beginning of Year 6			.0577	12																			
Upon beginning of Year 9			.0615	13																			
Upon beginning of Year 11			.0769	16																			
Upon beginning of Year 17			.0807	17																			
Upon beginning of Year 18			.0846	18																			
Upon beginning of Year 19			.0885	18																			
Upon beginning of Year 20			.0923	19																			
Upon beginning of Year 21			.0961	20																			
Upon beginning of Year 22			.1000	21																			
Upon beginning of Year 23			.1038	22																			
Upon beginning of Year 24			.1076	22																			
Upon beginning of Year 25			.1115	23																			
Upon beginning of Year 26 and beyond			.1153	24																			

1 The maximum annual vacation accrual will be four hundred eighty (480) hours, except for
2 new employees hired January 1, 2018 or after, pursuant to the Coalition Labor Agreement (320
3 hours).

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

12 **Section 5.3. Vacation Increments:** Vacation may be used in one-half (1/2) hour increments
13 with the approval of immediate supervisor. Such approval shall not be unreasonably withheld.

14 **Section 5.4. Excess Vacation:** All employees may continue to accrue additional vacation
15 beyond the maximum annual accrual specified herein. However, employees shall use vacation leave
16 beyond the maximum accrual amount on or before the last pay period that includes December 31st of
17 each year. Employees may carryover excess vacation accrual only when express approval is granted
18 by the Sheriff or their designee. Non-probationary employees who leave County employment for any
19 reason will be paid for their unused vacation up to the maximum annual accrual specified herein.

20 **Section 5.5. Vacation Preference:** Vacation shall be granted on a seniority basis based on
21 the most recent date of hire as a Communication Specialist and shall be taken at the request of the
22 employee with the approval of the Section Commander/designee. Employees who are transferred
23 involuntarily, and who have already had their vacation request approved as specified above, will be
24 allowed to retain that vacation period regardless of their seniority within the new shift or unit to
25 which they are transferred.

26 **Section 5.6 Annual Vacation Bid:** Immediately after the annual shift bid as outlined in
27 Article 9.5, Communication Specialists will schedule annual vacation leave. Management will
28 approve at least two (2) Communication Specialists for vacation for each shift. Annual vacation

1 selection will be from April 1 to March 31. The annual vacation selection process should be
2 completed by January 31 of each year.

3 (a.) Communication Specialists may request vacation outside of the annual vacation
4 bid period. A minimum of two (2) Communication Specialists per shift will be approved for vacation.
5 Additional vacation may be approved if it does not create additional overtime.

6 **ARTICLE 6: SICK LEAVE**

7 Pursuant to the CLA Article 31 and as described below:

8 **Section 6.1. Loss of Accrual:** During the first year of service, comprehensive leave eligible
9 employees who accrue vacation leave may, at the Sheriff's/designee's discretion, use accrued days of
10 vacation leave as an extension of sick leave. If an employee does not work a full year, any vacation
11 leave used for sick leave must be reimbursed to the County upon termination unless the use of
12 vacation leave was for a qualifying event under the Washington Family Care Act.

13 **Section 6.2. Increments:** Sick leave may be used in one-quarter (1/4) hour increments with
14 approval of immediate supervisor. Such approval shall not be unreasonably withheld.

15 **Section 6.3. No Sick Leave Limit:** There is no limit to the hours of sick leave benefits
16 accrued by an employee.

17 **Section 6.4. Verification of Illness:** KCSO is responsible for the proper administration of
18 the sick leave benefit. Verification of sick leave use is pursuant to RCW 49.46.210(1)(g) and County
19 policy, procedures and guidelines. In the event that medical verification is required, the employee
20 shall submit documentation to the shift supervisor in a sealed envelope. The shift supervisor will
21 write the date and time of receipt along with their initials and forward the envelope to the Operations
22 Manager, who will ultimately forward these medical notes to HR for filing in an employee's
23 confidential medical file. Verification of illness documentation is a tool for management to address
24 attendance and the purpose of the proposed language is to protect the employee's private, medical
25 information. This section is not intended to apply to medical documentation which requires the
26 County to make medical accommodations or to serve as a release back to work after an extended
27 medical leave. In instances where the employee requires accommodations or medical release, the
28 employee shall coordinate with their supervisor and HR.

1 **ARTICLE 7: WAGE RATES**

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

3 (a). **Step Increase Eligibility:** Pursuant to CLA Article 29.4 and the following: Step
4 increases shall occur annually on an employee’s adjusted service date based on date of hire as a
5 KCSO Communications Specialist. Call Receivers will be placed on Step 6 (first step Dispatcher)
6 when fully certified as a dispatcher, after successful completion of dispatcher training. Step increases
7 shall occur annually on the anniversary date of an employee’s successful completion of dispatcher
8 training.

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

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

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

17 (a). Phase Two - Communication Specialists assigned to do “double plug” training will
18 compensated one quarter (0.25) hours of regular base pay or vacation at the employee’s choice.
19 Communication Specialists assigned to passive training (assigned to a trainee and are on duty at the
20 call enter at the same time as the trainee), or are assigned to create training or observation materials
21 will be compensated one eighth (0.125) hours of regular base pay or vacation at the employee’s choice.

22 (b). Phase Three - Phase three training shall be compensated at eight (8) hours of
23 regular base pay or vacation at the employee’s choice for every four (4) weeks of training. The
24 trainer may designate how the compensation will be divided either vacation or pay in full hourly
25 increments. The trainer must designate their desire on the training pay request form (or its
26 replacement). Periods of time less than a month shall be pro-rated accordingly.

27 (c). The payment for training shall be made no later than the second pay period
28 following the completion of the training sessions and submission of the training pay request form (or

1 its replacement).

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

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

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

16 (c). In order to receive credit for prior service under this subsection, employees must
17 receive an overall rating of “Satisfactory” or better on all performance evaluations during the six (6)
18 month or one (1) year period respectively.

19 **Section 7.6. Eligibility for Dispatcher Pay:** Employees begin receiving dispatcher pay once
20 they become fully trained and certified as dispatchers. It is in the best interest of both employees and
21 KCSO to have as many Communications Specialists fully trained as dispatchers as possible.
22 Employees trained as dispatchers are able to perform a broader range of duties. If for some reason a
23 dispatcher is assigned to perform call receiver duties for a temporary period of time, the fully trained
24 dispatcher will continue to be paid dispatcher pay rates. The County and the Union agree in the event
25 dispatcher staffing becomes an issue as a result of call receivers failing to seek to become dispatchers,
26 the County and the Union will meet and confer in an effort to develop a resolution. Dispatch training
27 will be required once the Call Receiver has completed 18 months and has demonstrated satisfactory
28 performance as a Call Receiver. Call Receivers may enter into dispatch training prior to 18 months

1 with mutual agreement between the employee and the County. Call Receivers hired prior to January
2 1, 2022, will be offered dispatch training on an annual basis but are not required to initiate dispatch
3 training.

4 **Section 7.7. Lateral hiring program:** The County retains the right to create a lateral hire
5 program and agrees to bargain the effects.

6 **ARTICLE 8: CONTRACTUAL OVERTIME**

7 **Section 8.1. Contractual Weekly Overtime:** Contractual weekly overtime shall be paid to
8 employees for all hours worked in excess of forty (40) hours per Fair Labor Standards Act (FLSA)
9 workweek at the contractual overtime rate in effect at the time the overtime work is performed. The
10 contractual overtime rate for each overtime hour worked shall be one and one-half (1-1/2) times the
11 combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage
12 table, plus any applicable pay premiums in effect at the time the overtime is worked that are
13 contractually required to be included when calculating the contractual overtime rate. If the FLSA
14 requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher
15 rate of pay pursuant to the FLSA. The forty (40) hours in a week is calculated by using all paid
16 hours, excluding all sick leave.

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

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

26 **(b). Training:** In accordance with the CLA Article 44 and the following, when the
27 County requires an employee to attend a mandatory training session and such training is not directly
28 before or after a shift or during a shift, then a minimum of two (2) hours at the overtime rate shall be

1 paid for the training callout.

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

5 **Section 8.4. Minimum Standards Set By Law:** If any provision of this Article conflicts with
6 minimum standards established by RCW 49.46 then that provision shall be automatically amended to
7 provide the minimum standards. In the event the FLSA requires a higher rate of pay for any overtime
8 hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

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

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

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

17 **(c).** Compensatory time requests will be reviewed and processed on a first submitted
18 first processed basis. If two (2) or more requests are received at the same time, then the processing
19 will be based upon bargaining unit seniority based on the most recent date of hire as a
20 Communication Specialist within the shift;

21 **(d).** The parties agree that it is reasonable for requests for compensatory time to be
22 submitted no more than sixty (60) days or less than seventy-two (72) hours in advance of the
23 requested time off date. Once a request is submitted under Subsection f below, the County shall
24 either approve or deny the request within seven (7) days. For requests submitted under subsection g
25 below, the County shall inform the employee of the status of his or her request after it is submitted
26 and shall further inform the employee if the request is approved or denied no later than seventy-two
27 (72) hours before the requested time off. For requests submitted with less than seventy-two (72)
28 hours before the start of the requested leave, the County shall either approve or deny the request

1 within twenty-four (24) hours of the time the request is submitted. However, requests made with less
2 than seventy-two (72) hours notice, including requests that have previously been denied, may be
3 approved by the Section Commander/designee depending on the staffing level he or she determines is
4 needed (which may be more than the minimum required for the shift);

5 (e). For employees on a 5-8 schedule, a maximum of forty-eight (48) hours of
6 compensatory time can be requested at any one time. For employees on a 4-10 schedule, a maximum
7 of fifty (50) hours of compensatory time can be requested at any one time.

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

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

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

13 (i). On the first payroll period of July of each year, the County may cash out
14 compensatory time that has not already been approved for use. Compensatory time must be used
15 during the calendar year in which it is accrued unless this is not feasible due to work demands. The
16 employee may then request, and the department director may approve, the carryover of a maximum
17 of 40 hours of accrued compensatory time. Employees will be paid in the pay period that includes
18 December 31 for all accrued compensatory time not carried over into the following year.

19 Compensatory hours that have been carried over must be used within the first quarter of the new
20 calendar year, or will be cashed out in the pay period that includes March 31.

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

25 (k) Except as provided under Section 8.5.F, i.e., the approval of one (1) request for
26 compensatory time off on each shift, the County intends to approve additional compensatory time off
27 requests when backfilling is not necessary and staffing levels are sufficient to cover anticipated call
28

1 volumes. Supervisors will consider minimum staffing levels and anticipated call volumes as part of
2 their analysis when determining whether to grant additional compensatory time off.

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

10 **ARTICLE 9: HOURS OF WORK**

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

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

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

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

23 **Section 9.5. Shift Assignments:** Shift/days off assignments shall be selected annually on the
24 basis of seniority. This is not intended to limit the County's right to change shift schedules and/or
25 shift staffing. Shift/days off assignments shall be selected on the basis of seniority within a
26 classification based upon qualification as a Call Receiver or Dispatcher. Once shift bid is complete,
27 shift assignments will not be traded.

28 **(a).** The shift bid process will generally begin annually on or around November 1 to be

1 completed by December 31.

2 (b). The County will meet in a labor management committee meeting no less than two
3 weeks prior to the start of the shift bid process to review schedules and management will consider
4 Union recommendations to improve schedules for the purposes of business coverage and employee
5 satisfaction.

6 (c). The Shift bid will cover shifts from April 1 to March 31 and be separated into two
7 semesters starting April 1 and October 1.

8 (d). The annual vacation request process will start immediately after shift pick and
9 should be completed by January 31.

10 (e). **Shift Assignments for Communication Specialists – Call Receivers:** Seniority for
11 Communication Specialists – Call Receivers for shift assignments is the date of hire as a
12 Communication Specialist.

13 (f). **Shift Assignments for Communication Specialists – Dispatchers:** Seniority for
14 Dispatchers for shift assignments is the anniversary date of an employee’s successful completion of
15 dispatcher training.

16 **Section 9.6.** If it becomes necessary to make an operational transfer or fill a new/old
17 staffing slot before the normal shift selection process, volunteers will first be solicited by seniority
18 as defined in Section 9.5 above. If there are no volunteers, the least senior non-probationary
19 employee from the assigned shift, who has corresponding Call Receiver and/or Dispatcher abilities,
20 will be reassigned. The County and the Union acknowledge operational, emergent, or training
21 staffing issues may take priority.

22 **Section 9.7. Part-time – Job Sharing:** If two (2) employees in the same job classification
23 and work site wish to job share one (1) full time position, they shall submit such a request in
24 writing. The County has discretion as to whether to approve job shares, and determine the length or
25 renewal requirements of any job share or part-time position. Employees who job share one (1) full-
26 time position shall receive benefits pursuant to County policy. In the event that one of the job-
27 sharing employees terminates their employment (voluntarily or involuntarily) the County shall have
28 the following options:

- 1 (a). No change to the situation, allowing a half-time (1/2) position to continue;
- 2 (b). Fill the vacant half-time (1/2) position with temporary help, or another employee
- 3 in the same classification who desires to participate in a job share; or
- 4 (c). Expand the half-time (1/2) position to a full-time position, with sixty (60)
- 5 calendar days notice to the affected employee.

6 **Section 9.8. Shift Trades:** Following are the guidelines for shift trades:

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

1 (j). It is the responsibility of the employee agreeing on the shift trade to ensure all
2 approval signatures are obtained; and

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

7 (l). If the trade cannot be completed within the FLSA workweek, the employee who
8 worked the shift will be paid for the hours worked at the contractual overtime rate in effect at the time
9 the work is performed. The employee who does not work their shift will be charged compensatory
10 time or vacation leave as appropriate.

11 **Section 9.9. On Call Communication Specialists:** The County may use a pool of temporary
12 certified Communication Specialists to supplement staffing during emergent staffing needs and for
13 training purposes. On Call Communication Specialists will not be used to supplant full time staff and
14 will not be utilized during periods of lay-off/ active recall lists.

15 **ARTICLE 10: MISCELLANEOUS**

16 **Section 10.1. Leave of Absence for Union Employment:** Pursuant to the CLA Article 22
17 and as follows: An employee elected or appointed to office in a local of the Union which requires a
18 part or all of their time shall be given an unpaid leave of absence up to one (1) year without pay upon
19 application.

20 **Section 10.2. Appearances before the Civil Service Commission, PERC, or Labor**
21 **Arbitrators:** Employees who are directly involved with proceedings before the Civil Service
22 Commission, PERC, or Labor Arbitrators may be allowed to attend without loss of pay provided
23 prior permission is granted by the Sheriff or designee.

24 **Section 10.3. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line
25 of duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
26 KCSO expense, not to exceed \$150.00.

27 **Section 10.4. Work Out of Class:** Pursuant the CLA Article 33 and the following: Whenever
28 an employee is assigned, in writing, by the Division Chief or designee, to perform the preponderance

1 of duties of a higher classification for a period of two (2) consecutive hours or more, up to twenty-
2 nine (29) consecutive days, that employee shall be paid at the first step of the higher class or a
3 minimum of five percent (5%), whichever is greater, over the salary received prior to the assignment;
4 for all time spent while so assigned. The County may assign an employee to perform the duties of a
5 lower classification for a temporary period of time. In such cases the employee shall retain the same
6 salary of their normal classification.

7 **Section 10.5. Lead Worker Pay:** Employees assigned, in writing, by the Division Chief or
8 designee to perform lead-worker duties, including but not limited to training, mentorship, data
9 collection and analysis and other assignments as assigned, shall be compensated at a rate which is
10 five percent (5%) greater than their base hourly rate of pay for all time so assigned. Assignment of
11 “lead worker” status or pay will not confer on an employee any privilege or right, including the right
12 of appeal, right of position, right of transfer, demotion, promotion, or reinstatement. Lead worker
13 assignments and pay may be revoked at any time at the sole discretion of the Division Chief or
14 designee. At such time as the “lead worker” designation is removed, the employee’s compensation
15 reverts to the rate received prior to the designation. Provided, however, that when revocation of lead
16 worker pay is used as a disciplinary sanction, such revocation shall be subject to the grievance
17 procedure and just cause provisions of Article 11.

18 **Section 10.6. Mandatory Higher Education:** Employees who are required to obtain
19 additional formal education beyond that initially required for employment shall be allowed time off
20 from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion
21 of the County.

22 **Section 10.7. Jury Duty:** Pursuant to the Coalition Labor Agreement Article 5 (except 5.2)
23 An employee required by law to serve on jury duty shall continue to receive their salary and shall be
24 relieved of regular duties and assigned to day shift, with adjusted furlough days of Saturday and
25 Sunday, for the period of time necessary for such assignment. If they have four (4) hours or more left
26 on their shift (or 5 hours for an employee on a 4-10 shift) at the completion of the jury duty
27 assignment for the day, they shall report to their work location and complete the day shift. Once the
28 employee is released for the day, or more than one (1) day, then the employee is required to contact

1 the supervisor who will determine if the employee is required to report for duty, provided however
2 such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m. the employee shall
3 not be required to report for work on that particular day. When an employee is notified to serve on
4 jury duty, the employee will inform their immediate supervisor as soon as possible, but not later than
5 two (2) weeks in advance, regarding the dates of absence from regular duties. The supervisor will
6 ensure that the employee is relieved of regular duties a minimum of twelve (12) hours prior to the
7 time of reporting for jury duty. When the employee is dismissed from jury duty (completion of jury
8 duty assignment) the employee is required to contact their supervisor immediately. The supervisor
9 will instruct the employee when to report to work. Provided: There must be a minimum of twelve
10 (12) hours between the time the employee is dismissed from jury duty and the time the employee
11 must report for regular duties.

12 **Section 10.8. Labor-Management Committee:** The County shall establish a joint Labor-
13 Management Committee which shall be comprised of equal participants from both the County and
14 the Union. Each party shall have sole right to select its participants. The function of the Committee
15 shall be to meet periodically to discuss issues of general interest and/or concern as opposed to
16 individual complaints, for the purpose of establishing a harmonious working relationship between the
17 employees, the County and the Union. Either the County or the Union may request a meeting of the
18 Committee; however, neither party is obligated to meet more than twice a year. The party requesting
19 the meeting shall do so in writing listing the issues they wish to discuss.

20 **ARTICLE 11: GRIEVANCE PROCEDURE AND DISCIPLINE**

21 Pursuant to CLA Articles 26 and 27. The County designates the following for each step of the
22 grievance procedure:

23 **Section 11.1. Step 1 – Operations Manager**

24 **Section 11.2. Step 2 - Section Commander**

25 **Section 11.3. Step 3 - Office of Labor Relations**

26 **Section 11.4. Multiple Procedures:** If employees or the Union has access to multiple
27 procedures for adjudicating grievances, then selection by the employees or the Union of one (1)
28 procedure will preclude access to other procedures; selection is to be made no later than at the

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

3 **Section 11.5. Probationary Period:** All newly hired and promoted employees must serve a
4 12-month probationary period as defined in RCW 41.14 and Civil Service Rules. As the above
5 specify that the probationary period is an extension of the hiring process, the provisions of this
6 Article will not apply to employees if they are discharged during their initial probationary period, or
7 are demoted during the promotional probationary period for performance related issues. Grievances
8 brought by probationary employees involving issues other than discharge or demotion may be
9 processed in accordance with this Article.

10 **Section 11.6. Union Concurrence:** Inasmuch as this is an agreement between the County,
11 KCSO, and the Union, only the Union, and not individual employees may make use of the provisions
12 of this Article. The final authority to settle a grievance is vested with the Union and the County.

13 **ARTICLE 12: NON-DISCRIMINATION**

14 Pursuant to the CLA Article 39

15 **Section 12.1.** The parties agree that personnel actions may be taken to accommodate
16 disabilities, as may be required under the Americans with Disabilities Act (ADA), and that such an
17 accommodation under the ADA shall take precedence over any conflicting provisions of this
18 agreement.

19 **ARTICLE 13: WORK STOPPAGES AND COUNTY PROTECTION**

20 **Section 13.1. No Work Stoppages:** The County, KCSO and the Union agree that the public
21 interest requires efficient and uninterrupted performance of all County and KCSO services, and to
22 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
23 Specifically, the Union shall not cause or condone any work stoppage, including any strike,
24 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not
25 bona fide, or other interference with County or KCSO functions by employees under this Agreement
26 and should same occur, the Union agrees to take appropriate steps to end such interference. Any
27 concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of
28 the above activities have occurred.

1 **Section 13.2. Union Responsibilities:** Upon notification in writing by the County and KCSO
2 to the Union that any of its represented employees are engaged in a work stoppage, the Union shall
3 immediately, in writing, order such employees to immediately cease engaging in such work stoppage
4 and provide the County with a copy of such order. In addition, if requested by the County, a
5 responsible official of the Union shall publicly order such the Union represented employees to cease
6 engaging in such a work stoppage.

7 **Section 13.3. Disciplinary Action:** Any employee who commits any act prohibited in this
8 Article shall be considered absent without leave. Such employee is also subject to the following
9 action or penalty:

10 (a). Discharge.

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

12 **ARTICLE 14: REDUCTION-IN-FORCE**

13 **Section 14.1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall
14 be laid off according to seniority based on the most recent date of hire as a Communication Specialist
15 within the Department and classification, . In the event there are two (2) or more employees eligible
16 for layoff within the Department with the same classification and seniority, the County will determine
17 the order of layoff based on employee performance. Provided: No regular or probationary employee
18 shall be laid off while there are temporary employees serving in the class or position for which the
19 regular or probationary employee is eligible and available.

20 **Section 14.2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
21 probationary employee may, on the basis of Department seniority based on the most recent date of
22 hire as a Communication Specialist, bump the least senior employee in any lower level position
23 within the bargaining unit formerly held by the employee designated for layoff.

24 **Section 14.3. Re-employment List:** The names of laid off employees will be placed in
25 inverse order of layoff on a re-employment list for the classification previously occupied. The re-
26 employment list will remain in effect for a maximum of two (2) years or until all laid off employees
27 are rehired, whichever occurs first. Re-employment is subject to required background checks.

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

DocuSigned by:



CE447AF9D4364C4...

Chad Baker
Secretary-Treasurer

For King County:

DocuSigned by:



C94CBED6540E400...

Lacey O'Connell, Labor Relations Negotiator Senior
Office of Labor Relations, Executive Office

cba Code: 450

Union Code(s): K3

**ADDENDUM A - WAGE ADDENDUM
TEAMSTERS, LOCAL 763
COMMUNICATIONS SPECIALISTS**

<u>Job Class Code</u>	<u>PeopleSoft Job Code</u>	<u>Classification Title</u>	<u>Pay Range</u>	<u>Steps</u>
<u>5140200</u>	<u>514501</u>	<u>Communications Specialist - Call Receiver</u>	<u>43</u>	<u>1-2-3-4-5 *</u>
<u>5140100</u>	<u>514401</u>	<u>Communications Specialist - Dispatcher</u>	<u>50</u>	<u>1-2-3-4-5 **</u>
<p>* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule</p> <p>** These Steps equate to Steps 6-7-8-9-10 on the King County "Squared" Pay Schedule</p>				

ADDENDUM B - LONGEVITY

Teamsters, Local 763

Communications Specialists

Longevity Pay

Communications Specialists (Call Receivers) 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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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 Communications Specialist.

ADDENDUM C

**AGREEMENT BETWEEN KING COUNTY AND KING COUNTY POLICE OFFICERS
GUILD REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS OFFICE OF
LAW ENFORCEMENT OVERSIGHT OLEO AGREEMENT 2017-2021**

Section 22.1. The King County Office of Law Enforcement Oversight (OLEO) provides independent oversight of all aspects of KCSO’s internal administrative system, to enhance accountability and community trust.

Section 22.2. OLEO may be actively involved in all KCSO internal administrative investigation by having:

- a) Real-time access to administrative investigative information, through the use of I/APro, or successor system.
- b) The ability to make recommendations regarding intake classifications as outlined in Section 22.8.
- c) The ability to participate in all administrative interviews as outlined in Section 22.9.
- d) The ability to make suggestions regarding the need for additional investigation as outlined in Section 22.11.
- e) The ability to review and make suggestions to KCSO regarding KCSO findings, excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.
- f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.
- g) The ability to attend review boards as outlined in Section 22.5
- h) The ability to conduct independent investigations as outlined in Section 22.18.
- i) The ability to follow up when KCSO declines to conduct additional investigations as outlined in Section 22.20.

In addition, OLEO may monitor any complaint filed with its office or KCSO, and administrative investigations of Critical Incidents, Serious Force Incident, and Serious Officer

1 Involved Events as defined under the General Operating Manual (GOM).

2 Section 22.3. OLEO may receive complaints from any party, including, without limitation,
3 members of the public or employees of KCSO. OLEO will forward all complaints to the Internal
4 Investigations Unit (IIU) within five (5) business days for processing and, when appropriate,
5 investigation. Except as provided under Section 22.18 OLEO will not conduct independent
6 disciplinary investigations but may participate in interviews as provided herein.

7 Section 22.4. The OLEO director/designee shall be timely notified of and have the
8 opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations
9 Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events.
10 OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if
11 approved and accompanied by the Sheriff/designee, and interact only with the administrative team
12 liaison with CID. After the scene is secured, a representative from CID will escort the OLEO
13 representative through the scene.

14 Section 22.5. The OLEO director/designee may attend Use of Force Review Boards and
15 Department-level Driving Review Boards as a non-voting member. The OLEO director/designee
16 may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to
17 attend.

18 Section 22.6. In addition to complaints received by OLEO, KCSO will provide OLEO access
19 to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO
20 investigative records. OLEO will not print or download KCSO complaints or investigative records of
21 any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to
22 investigative records, the Sheriff shall have the right to deny the OLEO member further access to
23 investigative records.

24 Section 22.7. OLEO will have the opportunity to make a recommendation for mediation to
25 the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to
26 mediation, that process will be utilized rather than sending the matter on for investigation. Assuming
27 the employee participates in good faith during the mediation process, the employee will not be
28 subject to discipline and the complaint will be administratively dismissed. Good faith means that the

1 employee listens and considers the issues raised by the complainant, and acts and responds
2 appropriately. Agreement with either the complainant or the mediator is not a requirement of good
3 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to
4 participate, the employee will be considered to have participated in good faith. Moreover, any
5 records related to mediation (other than a mediation settlement agreement) shall not be admissible in
6 any proceeding except to enforce this section.

7 Section 22.8. Once any complaint is received by the IIU, it shall be submitted to the chain of
8 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
9 KCSO's proposed intake classification or changed classification and either agree or recommend a
10 change to the intake classification before the complaint is investigated, not investigated and closed, or
11 sent to a supervisor for further action. KCSO shall make the final determination of the intake
12 classification. When either the Sheriff or her/his designee determines that the allegations warrant
13 investigation, such investigation shall be approved, and IIU will initiate the investigative process.

14 Section 22.9. Prior to an interview, KCSO will timely notify OLEO of all administrative
15 investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious
16 Officer Involved Events. A single OLEO representative may attend and observe interviews, and will
17 be given the opportunity to ask questions that are within the scope of permissible investigative
18 questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not
19 participate in criminal investigations in any way, and will not be notified of any part of the criminal
20 investigation until the criminal investigation is concluded. At that point, the file shall be provided to
21 OLEO.

22 Section 22.10. Upon completion of internal administrative investigations, OLEO will certify
23 in writing, whether the investigation was thorough and objective by the standards of OLEO before
24 KCSO concludes its finding process.

25 Section 22.11. As a part of OLEO's active involvement OLEO may believe that additional
26 investigation is needed on issues they deem material to the outcome. If there is any dispute between
27 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the
28 requested additional investigation, the IIU Commander will determine whether additional

1 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU
2 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing
3 the reason(s) for its recommended additional investigation. After completion of the additional
4 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then
5 certify according to the standards of OLEO, whether the internal investigation was thorough and
6 objective before KCSO concludes its findings process. This determination will be made within ten
7 (10) business days. Once the above finding is entered in the investigation, OLEO will not be
8 involved further in the processing of that case except as provided herein.

9 Section 22.12. All final disciplinary decisions will be made by the Sheriff.

10 Section 22.13. OLEO will be provided a copy of any letter or other notification to an
11 employee informing them of actual discipline imposed as a result of an administrative investigation
12 or the Notice of Finding in the event that the complaint is not sustained.

13 Section 22.14. OLEO will be notified by KCSO, within five (5) business days of case
14 completion, of all internal administrative investigations for the OLEO's review and recommendation
15 on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations
16 on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make
17 any disciplinary recommendations regarding any internal administrative investigation. OLEO in
18 addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to
19 the complainant. The letter may summarize the case findings within the context of this Article.

20 Section 22.15. Any complaining party who is not satisfied with the findings of KCSO
21 concerning their complaint may contact OLEO to discuss the matter further. However, unless
22 persuasive and probative new information is provided, the investigation will remain closed. In
23 accordance with established arbitral case law, employees may not be subject to discipline twice for
24 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
25 burden of establishing compliance with this section rests with the County in any subsequent
26 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
27 Section 19.10 of this Agreement

28 Section 22.16. In addition to the investigative process, OLEO will have unimpeded access to

1 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all
2 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)
3 or other identifying information of employees or other individuals involved in incidents or
4 investigations except OLEO may use the names of any individuals who were subjects of employee-
5 involved events if already made public by KCSO. Nothing herein shall limit OLEO from
6 acknowledging, without analysis or opinion, that it is monitoring an investigation and information
7 already made public by KCSO.

8 a) OLEO is prohibited from providing information related to pending KCSO
9 investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to
10 KCSO any requests, demands or court orders for documents. KCSO's Public Disclosure Unit will
11 review and make determinations on any Public Disclosure requests for KCSO investigative materials.
12 If OLEO is ordered by a court to produce information related to KCSO investigative materials, it
13 shall produce materials as required in consultation with the King County Prosecuting Attorney's
14 Office.

15 b) OLEO may make statistical observations regarding the disciplinary results of
16 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in
17 specific cases.

18 Section 22.17. OLEO may recommend changes to rules, general orders, policies and
19 procedures for the review and/or audit of the complaint resolution process, and review and
20 recommend changes in KCSO policies to improve the quality of police investigations and practices in
21 KCSO. Nothing herein shall be construed as a waiver of the Guild's right to require the County to
22 engage in collective bargaining as authorized by law.

23 Section 22.18. OLEO may administratively investigate complaints involving Critical
24 Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as
25 provided herein:

26 a) If KCSO does not conduct an internal administrative investigation.

27 b) OLEO may conduct investigations independent of KCSO IIU on complaints made
28 against non-represented KCSO employees.

1 c) OLEO shall notify KCSO at least five (5) business days before commencing an
2 investigation.

3 d) At the completion of its investigation, OLEO will provide its report of
4 investigation only to the Sheriff; except as required by law.

5 e) After consultation with the Sheriff, OLEO may disclose, without analysis or
6 opinion, audio or video evidence from an investigation being conducted by OLEO that will not
7 compromise any pending investigation.

8 f) Administrative investigations conducted by OLEO are subject to Article 19.
9 Section 22.19.

10 a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign
11 bargaining unit work to OLEO.

12 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a
13 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not
14 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
15 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,
16 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of
17 potential or specific employee misconduct.

18 Section 22.20. After the administrative investigation has been closed and any discipline has
19 been adjudicated, OLEO may follow-up on any requested additional investigation that was made
20 pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will
21 not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the
22 KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that
23 could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems
24 and procedures, OLEO may provide that information to the Sheriff as part of a report concerning
25 such changes. After providing the report to the Sheriff, OLEO may release the report to others. The
26 report is subject to the limitations in Section 22.16. This information cannot be used to reopen an
27 investigation.

28 Section 22.21. OLEO may not issue a subpoena to an employee of KCSO, to their family

1 members, or to seek their personal and confidential records. However, if the County Charter is
2 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required
3 by law.

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Memorandum of Agreement

By and Between

**Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763
Communications Specialists - King County Sheriff's Office**

**and
King County**

Subject: Automated Time Labor and Scheduling (ATLAS)

Background:

1. King County (the County) and the International Brotherhood of Teamsters Local 763 - Public, Professional & Office-Clerical Employees and Drivers (the Union) are Parties to a Collective Bargaining Agreement (CBA) effective January 1, 2018 through December 31, 2020. The Parties are currently bargaining a successor agreement.

2. The King County Sheriff's Office (KCSO) has utilized an electronic method called ATLAS to schedule and track overtime hours worked within a calendar year following King County Auditor's reports issued in 2017 and 2019.

3. The Communication Center did not convert to ATLAS with the rest of KCSO and has instead continued to use a manual process of scheduling and tracking overtime hours. KCSO has an operational need to replace the manual process for posting, selecting, and scheduling overtime for Communication Specialists and Dispatchers with ATLAS.

4. In converting the Communication Center to ATLAS, the parties recognize the need to document agreement on the overtime rules that will be used to program and manage the system.

5. In review of this issue, the parties hereby agree to the following:

Agreement:

1. Voluntary Overtime.

A. 16-hour Restriction. Employees may not volunteer to work more than 16 consecutive hours without authorization from a supervisor.

B. Floor Overtime. Only Floor overtime hours, which are recorded in ATLAS as task codes 108 (call receiving backfill) and 118 (dispatch backfill), will be considered for determining

1 overtime hours worked and/or scheduled in ATLAS. Semesters reset on April 1 and October 1 of
2 each year. If there is a tie for fewest combined overtime hours worked and/or scheduled in a
3 semester, the overtime will be assigned to the employee who first indicated their desire to volunteer
4 for overtime work in ATLAS. Any other tiebreakers will be based on seniority.

5 **C. Notice of Voluntary Overtime Opportunities.** Overtime opportunities will be posted
6 in ATLAS up to 60 calendar days in advance. Voluntary overtime posted with less than 30 calendar
7 days' notice will remain open for at least 5 calendar days to allow employees sufficient time to
8 review shifts. Overtime opportunities which become available with fewer than 5 calendar days'
9 notice will be posted and assigned according to the "Code Red" or Mandatory Overtime process
10 below.

11 **D. Communication Specialist Availability.** Employees who wish to be considered for
12 voluntary overtime assignments must indicate availability and interest for posted overtime shifts in
13 ATLAS. Employees may only sign up for themselves.

14 **E. Voluntary Overtime Assignment Process.** Supervisors will assign voluntary
15 overtime 30 calendar days in advance, when practical and will notify the employees by email.
16 Employees cannot be bumped from an assigned overtime shift. Employees will be scheduled to work
17 voluntary overtime according to the combined number of overtime hours worked and/or scheduled in
18 a semester beginning with the volunteer who signs up for consecutive overtime shifts and who has
19 the fewest combined overtime hours worked and/or scheduled in ATLAS. Employees may not bump
20 another employee from overtime.

21 **F. Withdrawing from Voluntary Overtime.** Once assigned, the employee may decline
22 the overtime shift up to 14 calendar days prior to the shift. If an employee becomes unavailable or
23 ineligible for an overtime assignment, they will request to remove their name from ATLAS as soon
24 as practical. Employees who wish to withdraw from a voluntary overtime shift with less than 14
25 calendar days' notice must find coverage for the overtime shift, or work the shift.

26 **G. Code Red.** In keeping with the current practice, KCSO may seek to find volunteers
27 using the "Code Red" process to fill overtime opportunities that arise with fewer than 14 calendar
28 days' advance notice, prior to scheduling mandatory overtime. The first person who responds to the

1 “Code Red” alert, currently conducted via text message, will be assigned the overtime. Intermittent
2 “On-Call” Communications Specialists may work any “Code Red” shifts.

3 **2. Mandatory Overtime.** Management may assign mandatory overtime to employees as
4 follows:

5 **A. 12-hour Restriction.** Employees will not be mandated to work more than 12
6 consecutive hours unless the County has determined that legitimate business needs exist. When
7 legitimate business needs exist, employees will not be mandated to work more than 14 consecutive
8 hours. Legitimate business needs include:

- 9 1. All qualified and available employees have been mandated to work 12 consecutive
- 10 hours, regardless of the number of overtime hours worked in a semester in ATLAS.
- 11 2. An emergency (shots fired, natural disaster, extreme call volume, etc.) occurs.
- 12 3. When there are fewer than five dispatchers on the floor.
- 13 4. When the number of call receivers falls below minimum staffing requirements.

14 Minimum staffing levels shall be determined by the County and will be reviewed in
15 a Labor Management Committee meeting prior to the beginning of each semester.

16 **B. Notice of Mandatory Overtime.** When there are not sufficient volunteers to fill the
17 overtime, supervisors will make reasonable efforts to notify employees of mandatory overtime shift
18 assignments at least 14 calendar days prior to the shift. Notice will be provided as soon as practical
19 when KCSO has fewer than 14 calendar days’ advance notice of the need for overtime. Supervisors
20 will notify employees of mandatory overtime in person and in writing. . A supervisor may notify an
21 employee of mandatory overtime when off duty only when the employee has contacted the supervisor
22 for the purposes of calling out of work per the Communication Center call-in procedures or via the
23 “Code Red” process above.

24 **C. Mandatory Overtime Assignment.** Normally, employees will only be assigned
25 mandatory overtime immediately prior to or following their regular shift. Mandatory overtime will be
26 assigned to the available and qualified Communication Specialist with the fewest Floor overtime
27 hours worked in a semester recorded in ATLAS, up to 12 hours per shift, or 16 hours as defined in
28

1 Section 2.A above. Any tiebreaker will be by inverse order of seniority. Semesters reset on April 1
2 and October 1 of each year.

3 **D. Mandatory Overtime Bypass.** Employees who are not available to perform
4 mandatory overtime work as scheduled may request to be bypassed for mandatory overtime and shall
5 provide a brief explanation for their request. Exemptions to mandatory overtime assignments will be
6 considered in the event of a hardship to the employee. In cases of exemption for a healthcare
7 appointment (e.g., medical, dental, or vision, etc.), a note from the healthcare provider verifying the
8 employee’s visit is required. Verification for other exemptions may be requested. The supervisor will
9 approve or deny the request to be bypassed for mandatory overtime and note the reason for bypass in
10 ATLAS. Requests for mandatory overtime bypass will not be unreasonably denied. The supervisor
11 will assign the mandatory overtime to the next qualified employee with the fewest overtime hours
12 worked in a semester in ATLAS and the bypassed employee will remain next on the list for
13 mandatory overtime. Any tiebreaker will be by inverse order of seniority. Employees on a shift trade
14 are not eligible for mandatory overtime and will be bypassed for that shift.

15 **E. Volunteers in lieu of Mandatory Overtime.** Employees, including On-Call
16 employees, may volunteer to work the mandatory overtime assigned to another employee, however
17 the employee who has been scheduled to work mandatory overtime will have the option to work the
18 overtime or relinquish it to the volunteer. Communication Specialist Supervisors may volunteer to
19 work the mandatory overtime assigned to a Communication Specialist only when there are no
20 Communication Specialist volunteers and when the mandated employee elects to relinquish the
21 overtime. Employees may not bump another employee from overtime.

22 **F. Canceled Overtime.** Employees will be notified that overtime is no longer required as
23 soon as practical, prior to the beginning of the shift in which they have been scheduled to work
24 overtime. Mandatory overtime will be canceled first. If more than one employee is mandated to work
25 overtime, KCSO may seek volunteers who wish to relinquish their mandatory overtime beginning
26 with the employee with the highest number of Floor overtime hours worked recorded in ATLAS. If
27 there are no volunteers to relinquish their mandatory overtime, the mandatory overtime assigned to
28

1 the Communication Specialist with the highest number of overtime hours worked in ATLAS will be
2 canceled. Voluntary overtime will be canceled in the reverse order in which employees volunteered.

3 G. Any signature received by facsimile or electronic signature will have the same force and
4 effect as does an original signature on this document. This Agreement may be signed in counterparts,
5 which together shall constitute the entire agreement.

6 H. This Agreement, along with the CBA, constitutes the full and complete agreement on the
7 issue of converting the Communication Center to ATLAS for overtime scheduling and tracking. This
8 Agreement shall become effective on the date of final signature by both parties and will be
9 implemented in ATLAS as soon as is administratively practicable for King County. The Parties agree
10 to discuss incorporating this MOA into the Appendix with the next contract cycle.

11
12 For Public, Professional & Office-Clerical
13 Employees and Drivers, Teamsters Local 763:

14 DocuSigned by:

15 
16 Chad Baker


7/22/2022

Date

16 Secretary-Treasurer

17 For King County:

18 DocuSigned by:

19 
20 Lacey O'Connell

7/22/2022

Date

21 Labor Relations Negotiator
22 Office of Labor Relations
23 King County Executive Office
24
25
26
27
28

Certificate Of Completion

Envelope Id: 3E62FD7C93FB4E7F865206DA89220719	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 450 - 450CLAC0122.pdf	
Source Envelope:	
Document Pages: 36	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
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	carolyn.coleman@kingcounty.gov
	IP Address: 146.129.84.126

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Signer Events

Chad Baker
 chad.baker@teamsters763.org
 Security Level: Email, Account Authentication (None)

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 Resent: 7/11/2022 12:47:04 PM
 Resent: 7/20/2022 7:41:48 AM
 Resent: 7/21/2022 1:12:17 PM
 Resent: 7/22/2022 11:23:48 AM
 Viewed: 7/22/2022 3:32:27 PM
 Signed: 7/22/2022 3:32:46 PM

Electronic Record and Signature Disclosure:

Accepted: 7/22/2022 3:32:27 PM
 ID: d2d173f9-b5b8-4635-a47f-d821248a89c9

Lacey O'Connell
 loconnell@kingcounty.gov
 Senior Labor Relations Negotiator
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Pre-selected Style
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2022 1:14:38 PM
Certified Delivered	Security Checked	7/22/2022 3:44:32 PM
Signing Complete	Security Checked	7/22/2022 3:44:50 PM
Completed	Security Checked	7/22/2022 3:44:50 PM

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.