

**AGREEMENT BETWEEN
KING COUNTY
AND
PUBLIC SAFETY EMPLOYEES UNION
COMMUNICATIONS CENTER SUPERVISORS**

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CRISIS

1 **AGREEMENT BETWEEN**
 2 **KING COUNTY**
 3 **AND**
 4 **PUBLIC SAFETY EMPLOYEES UNION**
 5 **COMMUNICATIONS CENTER SUPERVISORS**

6
 7 These articles constitute an agreement, terms of which have been negotiated in good faith,
 8 between King County and the signatory organization subscribing hereto. This Agreement shall be
 9 subject to approval by Ordinance by the County Council of King County, Washington.

10
 11 **ARTICLE 1: PURPOSE**

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

20 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

27 It shall be a condition of employment that regular full-time and regular part-time employees
 28 covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day

1 following such employment, become and remain members in good standing in the Union, or pay an
2 agency fee to the Union for their representation to the extent permitted by law.

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

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

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

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

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

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

1 and salary.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

5 a. determine the mission, budget, organization, number of employees, and internal security
6 practices of the Department;

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

11 c. assign bargaining unit work to any employee in any classification in the bargaining unit
12 consistent with Article 11, Section 7 and direct the work force;

13 d. develop and modify class specifications;

14 e. determine the method, materials, and tools to accomplish the work;

15 f. designate duty stations and assign employees to those duty stations;

16 g. reduce the work force;

17 h. establish reasonable work rules;

18 i. assign the hours of work;

19 j. take whatever actions may be necessary to carry out the Department's mission in case of
20 emergency;

21 k. Bi-weekly pay: the right to define and implement a common bi-weekly payroll system that
22 will standardize pay practices and fair Labor Standard Act work weeks is vested exclusively in King
23 County. Implementation of such system may include, but is not limited to, the conversion of wages
24 and leave benefits into hourly amounts and changes to scheduled pay dates. The parties recognize
25 that applicable provisions in the collective bargaining agreement may be reopened at any time during
26 the life of this agreement by the County for the purposes of negotiating these standardized pay
27 practices, to the extent required by law.

28 In prescribing policies and procedures relating to personnel and practices, and to the

1 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
2 as appropriate. However, the parties agree that the Employer retains the right to implement any
3 changes to policies or practices that are not mandatory subjects of bargaining.

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

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

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

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

17 o. Civilian Review: King County has the right to create, develop and implement a system of
18 civilian review and an Office of Law Enforcement Oversight (KC OLEO) consistent with King
19 County Ordinances.

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1 **ARTICLE 4: HOLIDAYS**

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

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

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

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

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

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

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

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

1 **ARTICLE 5: VACATIONS**

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

4

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

23 Maximum vacation accrual will be 480 hours.

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

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

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

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

8 **Section 5. Maximum Payment Upon Termination:** Upon termination for any reason, the
9 non-probationary employee will be paid for unused vacation credits up to a maximum allowable
10 accumulated vacation. Vacation payoff shall be calculated by utilizing the employee's base wages as
11 set forth in Addendum C.

12 The hourly rate shall be determined by dividing the annual rate of pay by the number of work
13 hours in that year.

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

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

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

28 **Section 9. Shift Assignments - Communications Center:** Communications Supervisors

1 shall be allowed to submit shift and furlough preference forms prior to shift change(s). Shift
2 assignments may be made with consideration given to employee seniority and preference, with the
3 Department's staffing and training requirements given first priority. Decisions concerning shift
4 assignments pursuant to this section shall not be a subject for the grievance procedure.

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

8 **ARTICLE 6: SICK LEAVE**

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

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

19 **Section 3. Increments:** Sick leave may be used in one-half hour increments at the discretion
20 of the division manager or department director.

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

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

26 **Section 6. Separation from Employment:** Separation from County employment except by
27 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
28 leave currently accrued to the employee. Should the employee resign in good standing or be laid off

1 and return to the County within two years, accrued sick leave shall be restored.

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

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

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

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

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

- 20 1. Employee illness;
- 21 2. Noncompensable injury of an employee (e.g., those injuries generally not eligible
22 for worker's compensation payments);
- 23 3. Employee disability due to pregnancy or childbirth;
- 24 4. Employee exposure to contagious diseases and resulting quarantine;
- 25 5. Employee keeping medical, dental, or optical appointments.
- 26 6. In accordance with Family Medical Leave Act, King County Family Medical Leave
27 and other relevant federal, county, and state law, including but not limited to the Washington Family
28 Care Act.

1 7. Up to one day of sick leave may be authorized for an employee to be at the hospital
2 on the day of the birth of his/her child.

3 8. Up to three (3) days of sick leave may be used per year, with advanced approval
4 from the Sheriff's Office, to volunteer at the employee's children's school, consistent with King
5 County Personnel Guidelines.

6 9. An employee may use vacation leave for sick leave for a Washington Family Care
7 qualifying event.

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

9 a. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
10 of bereavement leave a year due to death of members of their immediate family. Employees may
11 receive an additional two (2) days (16 hours) of bereavement leave when round-trip travel of 200 or
12 more miles is required.

13 b. "Immediate family" for purposes of bereavement leave, is defined as follows: the
14 employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner and
15 the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic
16 partner.

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

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

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

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

3 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave
4 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of
5 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)
6 additional hours credited to their vacation account. Employees who have used more than sixteen (16)
7 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their
8 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

9 **ARTICLE 7: WAGE RATES**

10 **Section 1.** 2012 wage rates are listed in Addendum C. These wage rates include the 1.63 %
11 COLA increase for 2012 and are effective January 1, 2012.

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

13 a. The squared table will be adjusted upwards each year to reflect the Cost of Living
14 Adjustments that are guaranteed to the bargaining unit as set forth in the attached Union Coalition
15 Cost-of-Living ("COLA") Memorandum of Agreement Addressing The 2011 Budget Crisis, attached
16 as Addendum H and incorporated herein by reference; Document Code: 212C0112_Addendum
17 H_000U0310_COLA-2011_212_scsg.pdf.

18 In 2014, the parties agree to open negotiations on the subject of a 2015 COLA.

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

22 **Section 4. Communication Center Training Duty:** Employees in the Communications
23 Center who are assigned in writing the responsibility of training and written evaluation of new
24 employees or newly promoted Communications Supervisors shall be compensated in the following
25 manner:

26 For each day a trainer is assigned an employee to train, the trainer will receive one (1) day's
27 training credit. After a total of twenty (20) days, (i.e., four weeks), training credit has been accrued,
28 the trainer will have the option of receiving thirty (30) hours additional pay at the straight time rate or

1 thirty (30) hours of additional vacation time or any combination totaling thirty (30) hours. Each
2 additional block of twenty (20) days training credit will entitle the trainer to the aforementioned
3 compensation option. In addition, Phase III training compensation will be increased to eight (8) hours
4 of straight time pay, vacation time or any combination of pay and vacation time totaling eight (8)
5 hours.

6 **Section 5. Reinstated Employees:**

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

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

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

23 **ARTICLE 8: OVERTIME**

24 **Section 1. Overtime:**

25 Overtime shall be payable after working 40 hours in a week. Overtime shall be paid at one
26 and one half (1-1/2) times the employee's regular rate calculated using their hours worked. "Hours
27 worked" excludes all sick leave. Hours worked excludes all sick leave, but this exclusion will be
28 suspended for the duration necessary, consistent with Addendum G.

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

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

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

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

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

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

24 **Section 6. Compensatory Time:** Employees may submit written requests for compensatory
25 time in lieu of over time payments for working over time as defined by this Article. The employer
26 will 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 The parties agree that it creates an undue hardship on King County and King County Sheriff's

1 Office for accrued compensatory time to be scheduled or taken at any other time than during the time
 2 slots reserved for annual leave. Minimum staffing levels, staffing shortages, regulations concerning
 3 response time, federal funding requirements, and public safety responsibilities combine to unduly
 4 disrupt the Department's operation if compensatory time is not scheduled in this manner.

5 The parties reasonably and in good faith, anticipate that it would impose an unreasonable
 6 burden on the agency's ability to provide services of acceptable quality and quantity for the public
 7 during the time requested without the use of an employee's services if scheduled compensatory time
 8 is not limited to the time slots set aside for annual leave. Annual leave, compensatory time and
 9 discretionary leave may be scheduled in these annual leave slots, with annual leave given priority in
 10 scheduling. Requests for leave other than annual leave will be reviewed on a first come first serve
 11 basis, however, backfill requirements alone will not cause the Department to deny requests to
 12 schedule compensatory time. Requests to schedule compensatory time may be submitted no sooner
 13 than 60 calendar days prior to the first day of requested leave.

14 Nothing in this agreement changes or affects in any way the rules, procedures or practices for
 15 bidding or scheduling annual leave or discretionary leave.

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

21 **Section 8. Reopener:** King County may reopen this Article if requested in writing during the
 22 life of this collective bargaining agreement to bargain any changes (or effects) required by King
 23 County's Accountable Business Transformation (ABT) Program.

24 **ARTICLE 9: HOURS OF WORK**

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

27 **Section 2. Work Schedules:** The establishment of reasonable work schedules and starting
 28 times is vested solely within the purview of department management and may be changed from time

1 to time provided a two (2) week prior notice of change is given, except in those circumstances over
2 which the Department cannot exercise control. PROVIDED: the required two (2) calendar week (or
3 ten (10) working days) notification period shall not commence until the employee has received verbal
4 or written notification of the proposed change.

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

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

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

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

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

24 **Section 6. Reopener:** King County may reopen this Article if requested in writing during the
25 life of this collective bargaining agreement to bargain any changes (or effects) required by King
26 County's Accountable Business Transformation (ABT) Program.

27 **Section 7. Alternative Work Schedules:** The Department supports the concept of alternative
28 work schedules when said schedules enhance the efficient operation of the Communications Center

1 and improve employee morale. Supervisors may present alternative work schedules to Management
 2 for consideration, review and approval. The parties agree to work collaboratively to modify or adjust
 3 alternative schedules so that the schedule provides that appropriate levels of experienced, fully
 4 competent Supervisors (or Acting Supervisors) are assigned on each shift.

5 Once an alternative schedule is approved Management retains the right to revert to the traditional
 6 schedule i.e. five/eight (5/8) hour days with fourteen (14) calendar days notice; or a different schedule
 7 pursuant to Article 9 HOURS OF WORK, Section 2. Work Schedules. In emergency situations, less
 8 than fourteen (14) days noticed may be provided.

9 **ARTICLE 10: MEDICAL, DENTAL AND LIFE INSURANCE**

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

14 **ARTICLE 11: MISCELLANEOUS**

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

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

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

24 **Section 4. Access to Premises:** The Department administration shall afford Union
 25 representatives a reasonable amount of time while on on-duty status to consult with appropriate
 26 management officials and/or aggrieved employees, provided that the Union representative and/or
 27 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
 28 to be conducted, request necessary time without undue interference with assignment duties. Time

1 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
2 supervisor.

3 Union representatives shall guard against use of excessive time in handling such
4 responsibilities.

5 **Section 5. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of
6 duty, to personal property and/or clothing worn on the body, will have same repaired or replaced at
7 department expense, not to exceed \$150.00.

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

15 **Section 7. Lead Worker Pay:** Employees assigned, in writing, by the division manager or
16 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent
17 (5%) greater than their regular rate for all time so assigned. Assignment of "lead worker" status or
18 pay will not confer on an employee any privilege or right, including the right of appeal, right of
19 position, right of transfer, demotion, promotion, or reinstatement. Lead worker assignments and pay
20 may be revoked at any time at the sole discretion of the appointing authority or his/her designee. At
21 such time as the "lead worker" designation is removed, the employee's compensation reverts to the
22 rate received prior to the designation. Provided, however, that when revocation of lead worker pay is
23 used as a disciplinary sanction, such revocation shall be subject to the grievance procedure and just
24 cause provisions of Article 12.

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

1 **Section 9. Jury Duty:** An employee required by law to serve on jury duty shall continue to
2 receive his/her salary and shall be relieved of regular duties and assigned to day shift, with Saturday
3 and Sunday off, for the period of time necessary for such assignment. If they have four hours or more
4 left on their shift at the completion of the jury duty assignment for the day, they shall report to their
5 work location and complete the day shift. Once the employee is released for the day, or more than
6 one day, then he/she is required to contact the supervisor who will determine if he/she is required to
7 report for duty, provided however such release time is prior to 1:00 p.m. If an employee is released
8 after 1:00 p.m. he/she shall not be required to report for work on that particular day.

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

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

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

20 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

27 **Section 1. Definition:** Grievance - An issue raised in writing by a party to this Agreement
28 relating to the interpretation of his/her rights, benefits, or conditions of employment as contained in

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

3 **Procedure**

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

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

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

17 ***Step 2 - Section Manager:*** If, after thorough discussion with the immediate
18 supervisor, the grievance has not been satisfactorily resolved, the employee and his/her representative
19 shall present the grievance to the appropriate manager for investigation, discussion and written reply.
20 The appropriate manager shall be defined as Section Commander. The manager shall make his/her
21 written decision available to the aggrieved employee within ten (10) working days. If the grievance is
22 not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

23 ***Step 3 - Department Director:*** If, after thorough evaluation, the decision of the
24 manager has not resolved the grievance to the satisfaction of the employee, the grievance may be
25 presented to the department director. All letters, memoranda and other written materials previously
26 submitted to lower levels of supervision shall be made available for the review and consideration of
27 the department director. He/she may interview the employee and/or his/her representative and receive
28 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make

1 his/her written decision available within ten (10) working days. If the grievance is not pursued to the
2 next higher level within five (5) working days, it shall be presumed resolved.

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

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

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

25 **Step 5 - Arbitration:** Either the County or the Union may request arbitration within
26 thirty (30) days of the issuance of the Step 4 decision and the party requesting arbitration must at that
27 time specify the exact question which it wishes arbitrated. If the Step 4 decision is not timely
28 appealed, the grievance will be presumed resolved. The parties shall then select a third disinterested

1 party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then
2 the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the American
3 Arbitration Association or the Federal Mediation and Conciliation Service, or by another agency if
4 the parties mutually agree. The arbitrator will be selected from the list by both the County
5 representative and the Union, each alternately striking a name from the list until one name remains.
6 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a
7 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

11 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
12 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
13 behalf. Each party shall bear the cost of their own attorney fees.

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

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

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

19 **Section 2. Multiple Procedures:** If employees/union have access to multiple procedures for
20 adjudicating grievances, then selection by the employees/union of one procedure will preclude access
21 to other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
22 procedure. If any other complaints/claims relating to the issue in question are pursued after Step 2,
23 then the grievance is automatically withdrawn.

24 **Section 3. Just Cause/Progressive Discipline:** No employee may be discharged, suspended
25 without pay, or disciplined in any way except for just cause. Just cause shall be defined as cause
26 which is based upon reasonable grounds and must be a fair and honest cause or reason, regulated by
27 good faith. In addition, the County will employ the concept of progressive discipline in appropriate
28 cases. The County's policy is that discipline is corrective, rather than punitive in nature. It is

1 understood that there may be egregious cases that may result in discharge, disciplinary transfer, or
2 other disciplinary action, that do not require corrective action.

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

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

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

20 **ARTICLE 13: BULLETIN BOARDS**

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

23 **ARTICLE 14: NON-DISCRIMINATION**

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

27 The parties agree that personnel actions may be taken to accommodate disabilities, as may be
28 required under the Americans with Disabilities Act (ADA), and that such an accommodation under

1 the ADA shall take precedence over any conflicting provisions of this agreement.

2 **ARTICLE 15: SAVINGS CLAUSE**

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

9 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

19 **Section 2. Union Responsibilities:** Upon notification in writing by the County to the
20 signatory organization that any of its members are engaged in a work stoppage, the signatory
21 organization shall immediately, in writing, order such members to immediately cease engaging in
22 such work stoppage and provide the County with a copy of such order. In addition, if requested by
23 the County, a responsible official of the signatory organization shall publicly order such signatory
24 organization employees to cease engaging in such a work stoppage.

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

- 28 1. Discharge.

1 2. Suspension or other disciplinary action as may be applicable to such employee.

2 **ARTICLE 17: WAIVER CLAUSE**

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

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

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

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

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

24 **Section 3. Re-employment List:** The names of laid off employees will be placed in inverse
25 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.

1 **ARTICLE 19: DURATION**

2 This Agreement shall be effective from January 1, 2012 through December 31, 2015. Written
3 notice of desire to modify this agreement shall be served by either party upon the other at least sixty
4 (60) days prior to the date of expiration, namely October 31, 2015.

5
6
7 APPROVED this 31 day of August, 2012.

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10
11 By: Dow Constanti
12 King County Executive

13
14
15 SIGNATORY ORGANIZATION:

16
17 [Signature] 7/26/12
18 Public Safety Employees Union
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ADDENDUM A
STEP PROGRESSION

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2
3
4 1. All step increases are based upon satisfactory performance during previous service.

5 2. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds
6 Standards" on the employee performance evaluation utilized by the respective department.

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

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

ADDENDUM B**DEFINITIONS**

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

1. **Department**: King County Sheriff's Office.

2. **Party**: Either King County or Public Safety Employees Union Communication Center Supervisors.

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

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

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