

**Memorandum of Understanding**  
**Between**  
**King County**  
**And**  
**Service Employees International Union**  
**Public Safety Employees, Local 519**  
**concerning**  
**Non-commissioned Employees in the Sheriff's Office**  
**and**  
**Out-of-Class Work**

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The parties, Service Employees International Union, Public Safety Employees, Local 519 (Local 519) represented by Dustin Frederick, and King County represented by Deborah Bellam agree that Article 7 Section 5 of the collective bargaining agreement covering the Local 519 non-commissioned bargaining unit will be interpreted, as follows, when applied to the Sheriff's Office:

1. King County retains the right (as negotiated between the parties) to transfer or assign employees to higher classifications and equal classifications, as long as the conditions of Article 7 Section 5 are met.
2. Whether an out-of-class assignment is defined as an assignment to a higher, lower or lateral classification depends solely on the pay for those classifications.
3. King County also retains the right (as negotiated between the parties) to transfer or assign employees to lower classifications as long as the following conditions are met:
  - a. An employee so assigned shall continue to be paid according to the wage scale assigned to his/her regular classification for the duration of the lower classification assignment.
  - b. The Department is responsible for seeing that all employees are adequately trained and are qualified to perform the work they are required to perform.
  - c. The Department recognizes that there is a limit as to the number of job duties one employee can perform satisfactorily in a given period of time. It is not the intent of the Department to require one employee to complete each and every duty of two full-time jobs at onetime. When an employee is asked to temporarily perform the duties of another classification both the department and the employee have the duty to keep the other informed of work assignment priorities and completion dates.
  - d. When out-of-class work is available due to the absence of a regular employee or some other reason, the precinct will notify employees (through a posting at the precinct where the work is located, or posting in the G.I.B., or through any other forum the department selects),

and will consider employees who volunteer for this assignment. If the Department determines that there are no qualified volunteers available, the Department will select another qualified employee.

e. Employees who are assigned to do lower class work will be assigned on a temporary basis, and shall not be used to permanently supplant employees in the lower classifications. Thus, such assignments will generally be of short duration, limited to no more than three (3) consecutive months per employee per instance, unless both King County and the Union agree to extend this time period in a particular case.

f. The parties recognize that some employees wish to work out of class and some employees do not. The parties, through this agreement, have attempted to meet the concerns of employees, and the needs of the Department for adequate staffing and flexibility. The parties also recognize King County Civil Service Rules 5.10 and 5.11 and expressly waive these requirements insofar as they conflict with the collective bargaining agreement and this agreement.

4. The terms of this agreement are effective from January 1, 2006 through December 31, 2008.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2006

By \_\_\_\_\_  
King County Executive

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Dustin Frederick  
Business Manager  
Service Employees International Union,  
Public Safety Employees, Local 519