

AGREEMENT BETWEEN

KING COUNTY AND

KING COUNTY POLICE OFFICERS' GUILD

REGARDING KING COUNTY SHERIFF'S OFFICE

AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS

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1 Provided, that employees with a bona fide (as determined by the Public Employment
2 Relations Commission) religious objection to Guild membership and/or association shall not be
3 required to tender those dues or initiation fees to the Guild as a condition of employment. Such
4 employee shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-
5 religious charity mutually agreed upon between the public employee and the Guild. The employee
6 shall furnish written proof that payment to the agreed upon non-religious charity has been made. If
7 the employee and the Guild cannot agree on the non-religious charity, the Public Employment
8 Relations Commission shall approve the charitable organization. It shall be the obligation of the
9 employee requesting or claiming the religious exemption to show proof to the Guild that he/she is
10 eligible for such exemption. All initiation fees and dues paid to the charity shall be for non-political
11 purposes.

12 **Section 3. Dues and Deduction:** Upon receipt of written authorization individually signed by
13 a bargaining unit employee, the County shall deduct from the pay of such employee, the amount of
14 dues as certified by the secretary of the signatory organization and shall transmit the same to the
15 treasurer of the signatory organization within five business days of collecting the same from
16 employees.

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

22 **Section 4. List of Employees:** The County will transmit to the Guild a current listing of all
23 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice
24 per calendar year. Such list shall include the name of the employee, classification, department, and
25 salary.

1 **ARTICLE 2: MANAGEMENT'S RIGHTS**

2 It is recognized that the Employer retains the right to manage the affairs of the County and to
3 direct the work force. Such functions of the Employer include, but are not limited to: determine the
4 mission, budget, organization, number of employees, and internal security practices of the King
5 County Sheriff's Office; recruit, examine, evaluate, promote, train, and determine the time and
6 methods of such action; discipline, suspend, demote, or dismiss employees for just cause; assign and
7 direct the work force; develop and modify classification specifications; determine the method,
8 materials, and tools to accomplish the work; designate duty stations and assign employees to those
9 duty stations; establish reasonable work rules; assign the hours of work and take whatever actions
10 may be necessary to carry out the Department's mission in case of emergency. In prescribing policies
11 and procedures relating to personnel and practices, and to the conditions of employment, the
12 Employer will comply with State law to negotiate over mandatory subjects of bargaining. However,
13 the parties agree that the Employer retains the right to implement any changes to policies or practices,
14 after discussion with the Guild, where those policies or practices do not concern mandatory subjects
15 of bargaining.

16 All of the functions, rights, powers, and authority of the Employer not specifically abridged,
17 delegated, or modified by this Agreement are recognized by the Guild as being retained by the
18 Employer.

1 **ARTICLE 3: HOLIDAYS**

2 **Section 1. Observed Holidays:** The County shall observe the following as paid holidays:

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<i>Commonly Called</i>	
5 First day of January	New Year's Day
6 Third Monday of January	Martin Luther King, Jr. Day
7 Third Monday of February	President's Day
8 Last Monday of May	Memorial Day
9 Fourth day of July	Independence Day
10 First Monday of September	Labor Day
11 Eleventh day of November	Veteran's Day
12 Fourth Thursday of November	Thanksgiving Day
13 Friday following the fourth Thursday in November	Day After Thanksgiving
14 25th day of December	Christmas Day

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19 a) Personal Holidays: In addition to the above, each employee will have two (2)
20 personal holidays. These holidays will be administered through the vacation plan. One day will be
21 granted on the first of June; one on the first of November of each year except as provided in Article 8.

22 **Section 2. Holidays - Employees on a 5/2 Schedule:** Employees working a 5/2 schedule with
23 Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the holiday
24 falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on
25 Sunday. Work performed on the day of observance shall be at one and one-half (1-1/2) times the
26 regular rate of pay in addition to the holiday pay. Holiday pay shall be paid from 12:00 p.m. on the
27 day the holiday is observed through 11:59 p.m. of that same day (e.g. an employee going to work at
28 10:00 p.m. on December 24, who works an eight (8) hour shift receives two hours at straight time and

1 six hours at double time and one half).

2 Employees working a rotating 5/2 schedule shall take their holidays on the specific dates
3 indicated in Section 1 above, provided that if they are required to work on the specific holiday date,
4 pay for such work will be at one and one-half times the regular rate in addition to the holiday pay;
5 provided further, that if a holiday falls on a furlough day, the employees will receive eight (8) hours
6 of pay at the straight time rate in addition to the employee's regular salary. Holiday pay shall not be
7 in the form of compensatory time off.

8 a) Holidays - Employees on a 5/2, 5/3 Schedule: An employee working a 5/2, 5/3
9 schedule who works on the specific holiday date as specified in Section 1, shall receive one half-hour
10 of additional compensation at the straight time rate for each hour worked on the specific holiday
11 exclusive of briefing time.

12 **Section 3. Eligibility for Holiday Pay:** An employee will be eligible for holiday pay unless
13 the employee is on a leave without pay status on the working day prior to and following a holiday,
14 provided however, that an employee who has at least five (5) years of County service and who retires
15 at the end of the month the last regularly scheduled working day of which is observed as a holiday,
16 shall be eligible for holiday pay if the employee is in a pay status the day before the day is observed as
17 a holiday.

1 **ARTICLE 4: VACATIONS**

2 **Section 1.** After six months of continuous service in any pay status, regular, full-time
3 employees shall accrue vacation benefits while in pay status, on an hourly basis, exclusive of
4 overtime, so as to earn the appropriate vacation benefit as indicated in the following table:

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<i>Full Years of Service</i>	<i>Annual Leave in Days</i>
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

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22 Employees with at least three (3) years of completed service as of the date of execution of this
23 agreement, shall continue to accrue fifteen (15) days of vacation annually until the beginning of their
24 sixth year of service at which time they shall receive vacation accruals in accordance with the above
25 schedule. Employees hired on or before December 31, 1995 shall begin to accrue fifteen (15) days of
26 vacation after three years of service until the beginning of their ninth year of service.

27 **Section 2. Hourly Accrual:** Employees with six months of service shall accrue vacation
28 benefits hourly. Part time regular employees shall accrue vacation leave in accordance with the

1 vacation leave schedule set forth in Section 1 of this Article, however such accrual rates shall be
2 prorated to reflect his/her normally scheduled work week.

3 **Section 3. Outside Employment:** No employee shall be permitted to work for compensation
4 for the County in any capacity during the time when the employee is on vacation. Employees shall
5 not work in any off-duty job while on compensated family leave during his/her normal work hours.

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. Vacation Usage:** An employee shall not be granted or paid for vacation benefits if
9 not previously accrued.

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

13 **Section 7. Forfeiture of Vacation:** The maximum total vacation accrual is sixty (60) days per
14 employee. All employees shall use or forfeit excess vacation accrual prior to December 31 of the
15 year in which the excess was accrued, provided that, employees may continue to accrue additional
16 vacation beyond the maximum herein, upon request and with department approval, if cyclical
17 workloads, work assignments or other reasons as may be in the best interests of the County prevent
18 the County from scheduling the vacation as not to create a forfeiture.

19 Employees who leave King County employment for any reason will be paid for their unused
20 vacation up to the maximum specified herein, except that employees who become disabled and retire
21 as a result thereof shall be paid for all unused vacation.

22 **Section 8. Vacation Scheduling - Seniority Basis:** Vacation that is requested prior to April 1,
23 shall be approved on the basis of Departmental seniority within each shift, squad or unit. Vacation
24 requests for four or more consecutive days of vacation (excluding furlough days and holidays),
25 submitted prior to April 1, for vacation to be taken during the twelve months subsequent to May 1,
26 shall be approved or denied by May 1, on a Department seniority basis within each shift, squad or
27 unit. Such approval shall not be unreasonably denied. Vacation requests submitted subsequent to
28 April 1 shall be granted dependent upon Department needs on a first come, first served basis.

1 Employees who are transferred involuntarily and who already had their vacation request approved,
2 will be allowed to retain that vacation period regardless of their seniority within the new shift, squad,
3 or unit to which they are transferred.

4 If the Employer cancels vacation once vacation has been approved and the affected employee
5 has incurred non-refundable or unusable expenses in planning for the same, the employee shall be
6 reimbursed by the County for those expenses. Any employee called back to duty once vacation has
7 begun shall be reimbursed for round trip transportation costs in returning to duty.

8 **Section 9. Vacation Payoff Upon Termination:** Vacation payoff upon termination from
9 employment for any reason shall be calculated by utilizing the employee's base wages as set forth in
10 Addendum "A" and shall also include educational/longevity incentive pay but shall not include any
11 other premium pay as set forth in Article 6. The hourly rate shall be determined by dividing the
12 annual rate of pay by the number of work hours in that year. For example, there are 2088 hours of
13 work in 1991 for those on a 40 hour per week schedule.

14 **Section 10. Leave Donations and Transfers:** Members of this bargaining unit shall be
15 allowed to transfer accrued vacation and/or sick leave in accordance with the King County Ordinance.
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1 **ARTICLE 5: SICK LEAVE**

2 **Section 1. Monthly Accrual:** Every employee in a regular full time position shall accrue sick
3 leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would yield the
4 employee ninety-six (96) hours per year if the employee remained in pay status for the entire year.
5 An employee shall not accrue sick leave while not in pay status. The employee is not entitled to sick
6 leave if not previously earned. Sick leave shall not begin to accrue until the first of the month
7 following the month in which the employee commenced employment. If the County Council adopts
8 an ordinance that provides for sick leave accrual to begin upon the first day of employment, the
9 parties agree that such change shall be applied to bargaining unit members hired on or after the
10 effective date of the change, as specified in the ordinance.

11 **Section 2. Use of Sick Leave:** Sick leave shall be paid on account of the employee's illness.
12 Employees are eligible for payment on account of illness for the following reasons:

- 13 a) Employee illness;
- 14 b) Noncompensable injury of an employee (e.g., those injuries generally not eligible
15 for worker's compensation payments);
- 16 c) Employee disability due to pregnancy or childbirth;
- 17 d) Employee exposure to contagious diseases and resulting quarantine;
- 18 e) Employee keeping medical, dental or optical appointments;
- 19 f) In accordance with the FMLA and relevant state law.

20 **Section 3. Loss of Monthly Accrual:** Discipline resulting in suspension not exceeding ten
21 (10) working days shall not serve to reduce sick leave credit.

22 **Section 4. Use of Vacation in Lieu of Sick Leave:** During the first six (6) months of full time
23 service a regular employee may, at management's discretion, be advanced six (6) days (48 hours) of
24 unearned vacation. In the event the employee voluntarily leaves County employment before the end
25 of his/her first six months of service, the County may reduce the employee's final pay check for any
26 previously advanced vacation. Any other eligible employee with accrued leave benefits may, with
27 departmental approval, use accrued vacation, holiday, and other accrued paid leave as an essential
28 extension of used sick leave prior to going on an unpaid leave of absence. Employees who take

1 unpaid leave for medical or family purposes will not have their seniority date adjusted.

2 **Section 5. Sick Leave Increments:** Sick leave may be used in one-half hour increments at the
3, discretion of management.

4 **Section 6. No Maximum Accrual:** There shall be no limit to the hours of sick leave accrued
5 by an employee.

6 **Section 7. Doctor's Certificate:** Management is responsible for the proper administration of
7 this benefit. A doctor's certificate verifying illness or inability to perform work may be required of an
8 employee for any sick leave use when the County has cause to believe there has been an abuse of sick
9 leave. The County will make a reasonable effort to notify an employee prior to his/her return to work
10 that a doctor's certificate will be required. In addition, after an absence of three (3) or more days, the
11 County may require the employee to submit a doctor's certification, as appended hereto, for leaves
12 that may qualify as family or medical leave pursuant to Section 13 of this Article.

13 **Section 8. Sick Leave Upon Separation/Return to Service:** Separation from King County
14 employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall
15 cancel all sick leave currently accrued to the employee. Should the employee resign in good standing
16 and return to the County within two years, accrued sick leave shall be restored.

17 **Section 9. Denial of Sick Leave for Outside Employment:** Sick leave because of an
18 employee's physical incapacity will not be approved when the injury is directly traceable to
19 simultaneous employment other than with the County of King, unless performing his/her
20 responsibilities as a deputy.

21 **Section 10. Sick Leave Cashout Upon Retirement or Death:** King County will cash out
22 thirty-five (35) percent of an employee's unused, accumulated sick leave if the employee has at least
23 five (5) years of service and also: (1) takes a regular retirement with full benefits as a result of length
24 of service; (2) terminates County service by death; or (3) terminates County service after twenty-five
25 (25) years of service for any reason. All payments shall be made in cash, based on the employee's
26 base rate as set forth in Addendum "A".

27 **Section 11. Sick Leave Incentive:** In January of each calendar year, employee sick leave,
28 family leave and disability leave usage will be reviewed. Regular, full-time employees who have

1 used sixteen (16) or less hours of personal or family care sick leave in the preceding calendar year and
2 who have been continuously employed during that entire calendar year, shall be rewarded by having
3 sixteen (16) additional hours credited to their regular vacation account. Employees who have used
4 more than sixteen but less than thirty-three (33) combined leave hours shall have eight (8) additional
5 hours credited to their regular vacation account. The additional vacation credits specified herein shall
6 not affect accrued sick leave amounts. In calculating this benefit, sick leave used for on-duty injuries
7 or occupational illness shall not be counted.

8 **Section 12. Maximum Pay Allowed:** Employees injured on the job cannot simultaneously
9 collect sick leave and worker's compensation payments greater than net regular pay of the employee.

10 **Section 13. Family Care, Death, and Extended Medical Leave:**

11 a) **Bereavement Leave:** Regular, full time employees shall be entitled to three (3)
12 days (24 hours) of bereavement leave for each death of a member of the employee's immediate
13 family. Regular, full time employees who have exhausted their bereavement leave, shall be entitled
14 to use sick leave in the amount of three (3) days (24 hours) for each instance when death occurs to a
15 member of the employee's immediate family. Employees may receive an additional two (2) days (16
16 hours) of bereavement leave when round trip travel of 200 or more miles is required. In the event that
17 King County adopts an Ordinance which provides bereavement benefits which are more favorable
18 than those contained in this contract, the County will offer such new provisions to the Guild. For the
19 purposes of this section, immediate family is defined as persons related by blood or marriage to an
20 employee as follows: grandparents, parents, spouse, child, legally adopted child, sibling, grandchild
21 and any persons for whose financial or physical care the employee is principally responsible, and the
22 employee's domestic partner.

23 b) **Family Care Leave:** Employees may use sick leave for family care purposes in
24 accordance with King County Ordinance and State Law. Qualified employees may take an unpaid
25 leave of absence to care for a family member or in the event of the birth, adoption or placement by
26 foster care of child, pursuant to the provisions of the King County Code and the Federal Family and
27 Medical Leave Act. For the purposes of the King County Code, family member means the
28 employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or

1 domestic partner, parent of the employee, spouse, or domestic partner, or any individual who stands
2 or stood in loco parentis to the employee, employee's spouse, or domestic partner.

3, c) Leave for Employee's Serious Health Condition: Upon exhaustion of sick leave
4 (and vacation leave benefits with agreement between the department and the employee) qualified
5 employees may take an unpaid leave of absence due to their own serious health condition pursuant to
6 the provisions of the King County Code and the Federal Family and Medical Leave Act.

7 For the purposes of the King County Leave, employees are eligible for up to a total of
8 eighteen (18) weeks of unpaid leave (for family care leave and employee's serious health condition)
9 with health benefit continuation during that period.

10 **Section 14. Special Sick Leave:** All newly hired Employees shall be provided with twenty-
11 three (23) days special sick leave, which shall be used only to supplement the employee's industrial
12 insurance benefit should the employee be injured on the job during his or her first calendar year on
13 the job in accordance with the supplemental disability leave provisions of the state law. The special
14 sick leave shall not be used until three (3) days of regular sick leave have been used for each incident
15 of on-the-job injury. In the event there is no regular sick leave, the special sick leave shall be
16 immediately available for an on-the-job injury. During the second year of employment, and for all
17 succeeding years, all Employees shall be provided with twenty-three (23) days special sick leave
18 which shall only be utilized in the circumstances as herein described. Special sick leave is non-
19 cumulative, but is renewable annually.

20 **Section 15. Special Worker's Compensation Supplement:** The County will provide a Special
21 Worker's Compensation Supplement to Employees who are injured on the job, maintain eligibility for
22 Worker's Compensation and are unable to work (as determined by the County's Safety and Claims
23 Management Division) for a period exceeding six consecutive months, but not to exceed twelve
24 consecutive months; provided that the employee's condition is the result of an injury occurring during
25 the search, arrest or detention of any person/place, or during the attempt to search, arrest or detain any
26 person/place or occurring when an employee is involved in an emergency response to a request for
27 service.

28 The Special Worker's Compensation Supplement will provide for the difference between an

1 employee's base salary and any other compensation which the employee is receiving during the
2 period of injury-related absence. Other compensation shall include special sick leave, Worker's
3 Compensation, Social Security and/or unemployment compensation. The supplement shall be limited
4 to six months during any consecutive twelve (12) -month period.

5 The Special Worker's Compensation Supplement shall be reduced by the amount of any State
6 legislatively mandated increase in benefits for Employees which occur during the term of this
7 contract.

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1 **ARTICLE 6: WAGE RATES**

2 **Section 1. Wages:**

3 a) *Wage rates for 2003* shall be as specified in Addendum "A". Addendum "A"
4 reflects an increase of three (3) percent over the rates paid on December 31, 2002. This increase is
5 effective January 1, 2003.

6 *Effective January 1, 2004 wage rates shall be* increased by three (3) percent over the rates
7 paid on December 31, 2003.

8 **Section 2. Fire Prevention Coordinator:** Personnel assigned to Fire Prevention Coordinator
9 for at least one (1) full month shall receive an additional ten (10) percent of their base pay while so
10 assigned.

11 **Section 3. Airport Training Coordinator:** Personnel assigned to Airport Training
12 Coordinator for at least one (1) full month shall receive an additional ten (10) percent of their base
13 pay while so assigned.

14 **Section 4. Premium Limit:** No employee shall receive more than one (1) of the premiums set
15 forth above at any given time except as expressly provided in this Article.

16 **Section 5. Biweekly Payroll:** The County reserves the right to implement a biweekly payroll
17 any time during the term of this agreement provided that any payroll lag time is advanced by the
18 County and; provided further that any change shall not adversely affect employees within the
19 bargaining unit.

1 **ARTICLE 7: OVERTIME**

2 **Section 1. Overtime Payable:** Except as otherwise provided in this article or any
3 Memorandum of Understanding executed between the parties, employees shall be paid at the rate of
4 time and one-half at the employee's regular rate of pay, for all hours worked in excess of eight (8) in
5 one day, inclusive of lunch period, or forty (40) in one week.

6 a) **Compensatory Time:** An employee may choose to receive compensatory time in
7 lieu of overtime pay. Compensatory time shall be equal to one and one-half times the hours worked.
8 No employee shall be allowed to accrue more than sixty (60) straight time (forty hours of work at
9 time and one half will equal sixty straight time hours accrued) hours of compensatory time at any
10 given time.

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

12 1. It is unduly disruptive to the operations of the King County Sheriff's Office
13 for employees to give less than seventy-two (72) hours written notice of their intent to use up to two
14 (2) days of compensatory time off and an additional day of notice for every consecutive compensatory
15 day off thereafter. This section shall be construed so that, for instance, the use of five (5) consecutive
16 days of compensatory time off will require that the employee give the Department a minimum of six
17 (6) days written notice of their intent to do so.

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

21 3. The parties agree that it is unduly disruptive for employees to request the
22 use of compensatory time off on any recognized holiday as set forth in Article 3, Section 1 or on Saint
23 Patrick's Day, Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve when the granting of
24 such time off would require the County to force another employee to come in to cover the shift.

25 **Section 2. Callouts:** A minimum of two (2) hours at the overtime rate shall be allowed for
26 each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed
27 at the overtime rate. The actual hours worked shall be computed from the time the employee leaves
28 home until the time the employee returns home, such time to be computed using the most direct route

1 available. The provisions of this section apply only when an employee is required to return to work
2 during a time he/she is not normally scheduled to work. The term "required" shall not extend to
3, situations where employees are asked to sign-up for specific Departmental overtime assignments in
4 advance of the day to be worked or to voluntary, non-operational overtime assignments such as Parks,
5 Fair, SIR, Elections, etc. If the overtime is worked immediately prior to the normal scheduled shift,
6 overtime shall be paid according to Section 1 herein and the regular shift shall be compensated at the
7 regular rate. Similarly, if an employee is required to work beyond his or her scheduled shift, overtime
8 shall be paid as per Section 1.

9 **Section 3. Authorization of Overtime:** All overtime shall be paid when an employee is
10 required or allowed to work. Time worked shall include telephone calls over ten minutes in length
11 regarding Department business. Saturday and Sunday work is not contractual overtime when it is a
12 regularly scheduled work day. All overtime shall be authorized by the Department director or his
13 designee in advance.

14 **Section 4. Minimum Overtime Payments:** The following subsections depict the minimum
15 compensation for court appearances, pre-trial hearings, or conferences. Any additional time beyond
16 the minimums will be compensated at the overtime rate.

17 If, upon completion of the court session, an employee is called into work, said time shall be
18 considered overtime consistent with other provisions of this Article, separate and apart from the court
19 session minimum.

20 a) If the session starts less than two (2) hours before or after the shift, it will be
21 considered a shift extension for court. Employees will be compensated for the amount of time spent
22 before or after their shift.

23 b) If a session starts two (2) or more hours before or after the shift, compensation will
24 be for a minimum of four (4) hours at time and one-half for each session to a maximum of two (2)
25 four (4) hour minimums daily; provided that multiple sessions, in either a morning or an afternoon,
26 shall be considered as one (1) session.

27 c) Employees who are subpoenaed and scheduled by the court and who appear for
28 court related hearings shall receive a minimum of four (4) hours overtime at the rate of time and one-

1 half their regular rate of pay; provided employees who appear for a morning session which is
2 continued into the afternoon will be compensated from the time of arrival through dismissal from that
3 court. For example, an employee appearing at 0900 until 1430 would be paid overtime from 0900 to
4 1430 for a total 5-1/2 hours overtime.

5 d) Employees who are called in for court while on their vacation shall be placed on
6 overtime pay status and compensated for a full day's pay. In addition, their vacation accrual shall be
7 credited with an additional vacation day. Provided that if the employee has received a valid subpoena
8 for a specific date prior to submitting a request for vacation for that same date, he/she will not be
9 entitled to the additional vacation day.

10 e) Court overtime outside normal duty hours while on sick leave will be paid just as
11 court overtime would be paid on a normal duty day. If court appearance hours go into what would
12 have been the normal working hours, overtime will not be paid for the portion when the employee
13 would normally have been working. The employee will deduct overlapping time from the sick leave
14 submitted. This time will be paid as regular work time. For example, when an employee is on a sick
15 leave day, appears for court from 1300 hours until 1500 and would normally have been on shift
16 beginning at 1350 hours, the employee will be paid fifty (50) minutes overtime, one (1) hours of
17 straight time and put in for only seven (7) hours of sick leave that day.

18 f) In addition to the provisions of subsections a through e above, employees
19 subpoenaed to court outside King County which requires travel and/or lodging during off-duty hours
20 will be compensated at the standby rate (fifty (50) percent of the normal hourly rate) for all time spent
21 outside the normal duty hours to a maximum of eight (8) hours for each twenty-four (24) hour period.

22 **Section 5. Mileage:** Mileage will not be paid for attendance at King County Courts.

23 **Section 6. Work Week:** For the purpose of calculating contractual overtime compensation, an
24 employee's work week shall be defined as beginning with the first day of work after a furlough day
25 and continuing for a total of seven (7) consecutive days. Regularly assigned furlough days count as
26 furlough days even if worked. Also, the work day shall be defined as beginning with the first hour of
27 work and continuing for a total of twenty-four (24) consecutive hours.

28 **Section 7. Notification of Court Duty:**

1 a) Superior Court: Employees who receive a subpoena for a court appearance in
2 Superior Court or Juvenile Court shall call the number on the subpoena for the paralegal or Deputy
3 Prosecutor to confirm receipt of the subpoena and to receive information about the actual court date
4 notification. Employees who are scheduled for such a court appearance on a furlough day or during
5 off-duty time and who have been notified and authorized by the Prosecutor that they need not be
6 physically present at court, but must remain "on call" will be compensated at the standby rate of fifty
7 (50) percent straight-time pay for all time they are required to remain "on call." Employees who are
8 "on call" shall provide the Prosecutor a phone number (which may include cellular phone or paging
9 device) where they can be reached. All requests for standby pay under this section must include the
10 name of the Prosecuting Attorney responsible for the case.

11 b) District Court: Employees who are scheduled for court appearances in District
12 Court will have their court appearances and/or standby status authorized and coordinated, subject to
13 the following terms and conditions:

14 (1) If at 6:00 p.m. the day before court, a subpoena is still active, the employee
15 will receive a minimum compensation of two hours of straight time pay or four hours straight-time
16 pay if the court time is on an employee's furlough day, regardless of whether the employee is required
17 to appear in court.

18 c) Jury Trials: Employees who receive a jury trial summons for a specified week shall
19 notify (by calling during duty hours when possible) the appropriate District Court Prosecutor upon
20 receipt and advise the Prosecutor of:

21 (1) Any dates or times the employee will be unavailable for trial during the
22 week;

23 (2) The employees' willingness to accept a plea bargain, and;

24 (3) Any additional information the prosecutor should know about the case.

25 A phone recorder is available in every district court office; employees are not required to
26 make this call during their off-duty hours. Employees may notify the Prosecutor in writing or in
27 person of the above information. Once the case has been given a specific trial date, the Deputy
28 Prosecuting Attorney, will fax the court appearance schedule to the precinct. The employee and the

1 employee's supervisor will be informed of the specific trial date information. The trial information
2 will also be on the phone recorder at the Prosecutor's office; employees may call this number directly
3 during duty hours for trial information.

4 d) Bench Trials: Employees shall call during duty hours, when possible, the
5 appropriate district court messaging system at least one day before trial, and;

6 (1) Confirm the employee will attend court;

7 (2) The employee's willingness to accept a plea bargain, and;

8 (3) Any additional information the Prosecutor should know about the case.

9 Employees shall not appear for court if the Prosecutor's tape by 6:00 p.m. on the day before the
10 subpoena date, informs the employee not to appear. Employees shall call the messaging system
11 during duty time when possible. Employees need to honor all subpoenas unless they are called off via
12 the prosecutor's tape or through the precinct.

13 **Section 8. Court Overtime During Vacations**: For vacations in excess of one week, furlough
14 days which fall in the middle of a vacation period or on the ends of a scheduled vacation are
15 considered vacation days for purposes of calculating court overtime minimums.

16 **Section 9. Standby**: The employer and the Guild agree that the use of off-duty standby time
17 shall be minimized consistent with sound law enforcement practices and the maintenance of public
18 safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees
19 formally placed on off duty standby status for unusual occurrences shall be compensated on the basis
20 of 50% of straight time pay. If the employee is actually called back to work, the off duty standby
21 premium shall cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned
22 to County vehicles shall not be deemed as being on standby status unless specifically assigned to
23 standby status.

24 **Section 10. 7-k Exemption**: Except for any other provisions of this Article, the Guild grants
25 to King County the right to pay overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and
26 RCW 49.46.130(4).

1 **ARTICLE 8: HOURS OF WORK**

2 **Section 1. Work Schedules:** The establishment of reasonable work schedules and starting
3 times are vested solely within the purview of department management and may be changed from time
4 to time provided a two (2) week prior notice of change is given, except in those circumstances over
5 which the Department cannot exercise control. Provided, the required (2) two week notification
6 period shall not commence until the employee has received verbal or written notification of the
7 proposed change.

8 **Section 2. Alteration of Work Schedules:** With management approval, work schedules may
9 be altered and shift trades made, upon request of the employee. Under no circumstances will a shift
10 trade result in the payment of contractual overtime.

11 **Section 3. 5/2, 5/3 Schedules:** Personnel assigned to work a 5/2, 5/3 schedule shall be
12 required to report for fifty (50) minutes prior to the beginning of their shift on their first day back to
13 work after their normal furlough days for roll-call. If an employee is absent on that first day back
14 he/she will report to work fifty (50) minutes early on the next squad's roll-call day. If, because of an
15 authorized absence, an employee is unable to attend his/her roll-call or a subsequent roll call during a
16 given week, he/she will not be required to make it up during a subsequent week. When completing
17 an absence request for vacation, sick leave, comp time, etc., all days will be considered eight (8) hour
18 days, including the roll-call day. The fifty (50) minute roll-call period is compensated within the
19 negotiated wages paid to employees working the 5/2-5/3 work schedule and employees shall not
20 receive additional compensation or overtime for the roll-call period. Further, the 5/2, 5/3 schedule is
21 considered to have holidays, as set forth in Article 3 of this Agreement, built into it by virtue of its
22 providing additional time off for employees so assigned.

23 **Section 4. Alternative Work Schedules:** Nothing in this Agreement shall preclude employees
24 from working an alternative work schedule. Alternative work schedules shall be negotiated by the
25 signatory organization and must have Departmental and Human Resources Division of the
26 Department of Executive Services approval. Denial of an alternative work schedule by the
27 Department shall not be subject to the grievance procedure.

28 **Section 5. Changing Work Schedules:** Proposed changes in the work schedules (e.g. 5/2-5/3,

1 4/10) will be subject to collective bargaining between the parties.

2 **Section 6. Training:** For employees not working flexible shifts, training shall be handled in
3 the following manner:

4 a) The County can elect to relieve the employee with pay for the shift prior to the
5 training day. On the day of the training, the employee's work during training shall be considered to
6 be the employee's shift. Only if the training lasts longer than eight (8) hours will the employee be
7 entitled to overtime on the training day; or

8 b) The County can schedule training to start within four hours of the starting time of
9 the employee's shift (exclusive of fifty (50) minutes early reporting time for 5/2, 5/3 employees)
10 without incurring overtime liability. If the training commences four (4) or more hours outside the
11 starting time of the employee's shift, the employee shall receive time and one-half for all hours
12 worked during the training. In each case, the employee shall be relieved of duty with pay for their
13 normal work shift on the day of training.

14 c) The County shall endeavor to schedule training during the employee's regular work
15 shift.

16 d) The scheduling of training shall be subject to the two week shift change
17 requirements of Section 1.

18 e) All training lasting five (5) or more hours shall be paid for as provided in this
19 section. At the employer's option training of less than five (5) hours duration may be paid as a call
20 out as provided by Article 7 instead of in compliance with Sections a, b and d above.

21 **Section 7. Shift Bidding and Transfer Practices:** Each precinct and contract city shall make a
22 minimum of sixty percent of their reactive patrol positions on each shift available for shift bidding,
23 provided that the Sheriff may reassign such employees for legitimate operating needs or for cause.
24 Officer will bid for their preference in shifts annually and not later than November 30th each year.
25 Officers will then be assigned shifts based on seniority. Precincts choosing to rotate semi-annually
26 will complete shift bidding by May 31st and November 30th. When necessary to accommodate
27 legitimate Department needs, such as the FTO Program and contract assignments, exceptions to this
28 policy may be made.

1 Non-probationary officers shall have preference over probationary officers for filling patrol
2 vacancies, except when necessary to accommodate legitimate Department needs. Examples of
3, legitimate Department needs are to balance the number of recruits at the precincts and contract cities'
4 needs to advertise for and select officers.

5 The parties do have an interest in maintaining a uniform practice with respect to the
6 assignment of districts. To this end, the Chief of Operations and the President of the King County
7 Police Officers' Guild shall meet to review current practice and to develop a uniform practice with
8 respect to the assignment of districts.

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1 **ARTICLE 9: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 **Section 1. Health Plan:** The Employer will provide existing medical, dental and life
3 insurance plans for all regular employees and their dependents.

4 King County will make the following changes to the current plan:

- 5 • Add a "prescription drug card" component to the plan on or about January 1, 2001;
- 6 • Insurance coverage for new employees will begin the month following the
7 employee's first day of employment, consistent with rules covering other King County employees.

8 This change will take place beginning the first month following ratification of the January 2000
9 through December 2002 collective bargaining agreement.

10 **Section 2. Self Pay Retiree Benefit:** The Employer will offer to employees a self pay retiree
11 benefit option as an alternative to COBRA. This benefit will be essentially the same benefit and carry
12 the same rules, requirements, exclusions and restrictions, as the retiree benefit option for other King
13 County employees. A summary of this benefit program is attached hereto.

14 King County will offer this benefit to King County Police Officers' Guild members who
15 retired on or after January 1, 2000.

16 **Section 3. Joint Health Insurance Committee:** The parties will create a Joint
17 Labor/Management Health Insurance Committee with representatives from the Guild and King
18 County. The committee shall consist of four (4) members selected by the Guild and two (2) members
19 selected by King County. The committee will make decisions using a consensus approach rather than
20 a "majority rules" approach. The purpose and mission of such committee is to:

- 21 a) Gather and share information with respect to benefit related issues;
- 22 b) Consider and agree to changes in health insurance benefits (including but not
23 limited to medical, dental and vision plans) provided the committee cannot make changes that will
24 cost King County more than maintaining the current plan; and
- 25 c) Discuss (but not negotiate) other benefit related issues as agreed upon by the
26 parties.

1 **ARTICLE 10: MISCELLANEOUS**

2 **Section 1. Leave of Absence for Guild Business:** An employee elected or appointed to office
3 in the signatory organization which requires a part or all of his/her time shall be given leave of
4 absence up to one (1) year without pay upon application.

5 **Section 2. Auto Reimbursement:** All employees who have been authorized to use their own
6 transportation on County business shall be reimbursed at the current rate established by the King
7 County Council.

8 **Section 3. Appearances Before the Civil Service Commission, PERC or Labor Arbitrators:**
9 Employees who are directly involved with proceedings before the Civil Service Commission, PERC,
10 or Labor Arbitrators may be allowed to attend without loss of pay.

11 **Section 4. Guild Negotiating Committee:** Employees who serve on the Guild Negotiating
12 Committee shall be allowed time off from duty to attend negotiating meetings with the County
13 provided that the compensated members of the Guild Negotiating Team shall be composed of six (6)
14 members or less; and provided further, that prior approval is granted by the Department Sheriff.

15 **Section 5. Guild Business:** The Department Administration shall afford Guild
16 representatives a reasonable amount of time while on duty status to consult with appropriate
17 management officials and/or aggrieved employees, provided that the Guild representatives and/or
18 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
19 to be conducted, and request necessary time without undue interference with assignment duties. With
20 management approval, the President and Vice President of the Guild shall be allowed to flex their
21 work schedules so as to perform the above duties on work time. Guild representatives shall guard
22 against use of excessive time in handling such responsibilities.

23 **Section 6. Loss or Damage of Personal Effects:** Employees who suffer a loss or damage, in
24 the line of duty, to personal property and/or clothing, will have same repaired or replaced at
25 Department expense provided, however, that reimbursement for non-essential personal items (e.g.
26 watch, ring, necklace, etc.) shall be limited to \$150 per incident. Nothing herein shall be construed so
27 as to lessen the County's responsibilities under the Risk Management Ordinance for items not
28 covered in this section.

1 **Section 7. Off-duty Employment:** Off-duty employment shall be in accord with the
2 Department Manual provided, however, the Department shall not require a "hold harmless"
3, agreement for such employment or liability insurance of the off-duty employer. Employees shall not
4 work in any off-duty job while on sick leave or compensated family leave during their normal work
5 hours.

6 **Section 8. Firearms Practice Ammunition:** The Department will make available, to each
7 employee on a monthly basis, one hundred (100) rounds of practice ammunition for their primary
8 duty weapon and either ten (10) rounds of shotgun ammunition (00 Buck/Slugs) or for employees
9 who have qualified, ten (10) rounds of ammunition for a Department approved rifle, provided that the
10 employee uses this ammunition at Department approved ranges under supervised conditions. The
11 Department will provide on-duty firearm practice time to a maximum of one (1) two (2) hour period
12 every two (2) months. The supervisor shall schedule such practice time once they receive a request
13 from an employee. Further, the Department agrees to take the necessary measures to insure that
14 employees on the graveyard shift can obtain the ammunition upon request. Each eligible employee
15 shall be allowed to draw two-month supply of rounds at a time, provided, however, that any
16 ammunition drawn by the employee shall be used by the employee.

17 **Section 9. Personnel File Review:** Employees shall have the right to examine and photocopy
18 their Department and precinct personnel file upon request during normal business hours.

19 **Section 10. Uniforms and Equipment:** All employees shall be furnished required uniforms
20 and equipment and shall be furnished all replacement items in accordance with the General Orders
21 Manual. The issue of uniform laundering shall be handled consistent with past practice. Employees
22 shall be furnished new uniforms upon completion of the academy. The parties agree that
23 occasionally, in meeting the demands of a new assignment requiring different uniforms, employees
24 may receive used clothing for use on a temporary basis.

25 A committee shall be established during the first year of this Agreement to review periodically
26 the department issued uniforms, vehicles and equipment. Selection of this committee shall be
27 through agreement of the Sheriff and the Guild President, and the committee shall meet at least once
28 per year. The committee shall review the Sheriff's Office uniforms, vehicles and equipment and shall

1 make recommendations to the Sheriff, who shall have final decision-making authority on the
2 department issued uniforms, vehicles and equipment.

3 **Section 11. Jury Duty:** An employee required by law to serve on jury duty shall continue to
4 receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so
5 assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
6 forwarded to the Comptroller.

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

11 When the total required assignment to jury duty has expired, the employee will return to
12 regular duties, provided: there must be a minimum of twelve (12) hours between the time the
13 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an
14 employee shall not be required to report to his/her shift at the conclusion of the twelve (12) hour
15 break if there are less than four (4) hours remaining on the shift at the time of release or dismissal
16 from jury duty, shall report to duty at the time of release or dismissal.

17 **Section 12. Unsafe Vehicles:** Employees will not be required to drive unsafe vehicles.

18 **Section 13. Overtime Breakdown:** The County agrees to provide each work site with a
19 breakdown of overtime hours paid and comp time earned/used for each pay period. At any time the
20 County supplies a breakdown for each individual on his/her pay stub, the County may discontinue the
21 practice of providing breakdowns at each work site.

22 **Section 14. Map Books:** The County agrees to issue map books to all new hires and to all
23 employees every three (3) years.

24 **Section 15. Car Per Officer:** Employees in this bargaining unit are not eligible for the Car
25 Per Officer program.

26 **Section 16. Sergeant Openings:** For the next opening for Sergeant at the airport, the
27 Employer retains the right to limit the pool of applicants to PERS I eligible ARFF officers. All
28 subsequent openings for Sergeant shall be filled consistent with County practice for LEOFF fully

1 commissioned Sergeant openings, per Addendum "B".

2 **Section 17. Longevity:** Limited Commissioned ARFF Officers will retain their prior County
3, seniority for purposes of calculating longevity premiums.

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1 **ARTICLE 11: GRIEVANCE PROCEDURE**

2 **Section 1. Definition:** Grievance - a dispute as to the interpretation or application of an
3 express term of this agreement.

4 **Section 2. Procedure:**

5 **Step 1 - Section Commander:** A grievance shall be presented in writing by the
6 aggrieved employee and his/her representative, including but not limited to the business
7 representative and/or shop steward if the employee wishes, within fourteen (14) calendar days of the
8 occurrence of such grievance, to the Section Commander for investigation, discussion, and written
9 reply. The Section Commander shall make his/her written decision available to the aggrieved
10 employee within twenty (20) working days. If the grievance is not resolved, it shall be advanced to
11 the next step in the grievance process within ten (10) working days.

12 **Step 2 - Sheriff:** If after thorough evaluation, the decision of the Section Commander
13 has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to
14 the Sheriff-Director. All letters, memoranda and other written materials previously submitted to the
15 Section Commander shall be made available for the review and consideration of the Sheriff-Director.
16 He/she may interview the employee and/or his/her representative and receive any additional related
17 evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written
18 decision available within twenty (20) working days. If the grievance is not resolved, it shall be
19 advanced to the next step in the grievance process within ten (10) working days.

20 **Step 3 - Office of Human Resources Management:** If the decision of the Sheriff-
21 Director has not resolved the grievance, the grievance may be presented to the Office of Human
22 Resources Management, which shall render a decision on the grievance within twenty (20) working
23 days.

24 **Step 4 - Request for Arbitration:** Either the County or the Guild may request
25 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which
26 it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator.
27 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected
28 from a panel of nine (9) arbitrators furnished by the American Arbitration Association or other agreed

1 upon service. The arbitrator will be selected from the list by both the County representative and the
2 Guild, each alternately striking a name from the list until one name remains. The arbitrator, who shall
3 conduct the arbitration in accordance with the Voluntary Rules for Labor Arbitration, shall be asked
4 to render a decision in accordance with those rules and the decision of the arbitrator shall be final and
5 binding on both parties.

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

9 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear
10 the cost of any non-employee witnesses appearing on that party's behalf.

11 No matter may be arbitrated which the County by law has no authority over, or has no
12 authority to change.

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

14 Time restrictions may be waived by consent of both parties.

15 **Section 3. Multiple Procedures:** If employees have access to multiple procedures for
16 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
17 procedures: selection is to be made no later than at the conclusion of Step 2 of this grievance
18 procedure.

19 **Section 4. Procedures:** A grievance challenging a disciplinary transfer or written reprimand
20 may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In those
21 instances where disciplinary action is based on reasonable evidence of the commission of a crime or
22 the proposed discipline involves suspension or termination of the employee, Step 3 of the Grievance
23 Procedure will be initiated immediately, and the Office of Human Resources Management shall
24 render a decision within twenty (20) working days of the date the employee is accused of the violation
25 or is relieved of duty. Employees who have been relieved of duty may request and shall have
26 approved the utilization of accrued vacation comp time and/or holiday hours.

27 **Section 5. Just Cause Standard:** No employee may be discharged, suspended without pay or
28 disciplined in any way except for just cause. The County will employ the concept of progressive

1 discipline.

2 **Section 6. Probationary Period:** All newly hired and promoted employees must serve a
3 probationary period. The probationary period for newly hired employees shall end one year from the
4 date the employee completes the training academy and begins work in patrol. If the last day of Post
5 BLEA is January 11, the newly hired employee will complete probation at midnight on January 11, of
6 the following year, provided that the employee's probationary period has not been extended as
7 provided for below.

8 The probationary period upon promotion shall be one (1) year from the date of appointment.
9 The probationary period shall be extended for the number of work days equal to the number of work
10 days an employee was absent in excess of ten (10) work days during the probationary period;
11 provided that the taking of scheduled and approved vacation shall not be counted toward the ten (10)
12 day period for promotional probationers. The probationary period is an extension of the hiring
13 process; therefore, the provisions of this Article will not apply to employees if they are discharged
14 during their initial probationary period or are demoted during the promotional probationary period for
15 not meeting the requirements of the classification. Grievances brought by probationary employees
16 involving issues other than discharge or demotion may be processed in accordance with this Article.

17 **Section 7. Parties to the Agreement:** In as much as this is an agreement between the County
18 and the Guild, only the Guild or the Employer may advance a grievance to arbitration.

19 **Section 8. Nondiscrimination:** Claims of unlawful discrimination shall not be processed in
20 accordance with the grievance procedure denominated herein, but must be pursued privately by
21 affected employees through the appropriate local, state, or federal agency, or court.

1 **ARTICLE 12: BULLETIN BOARDS**

2 The employer agrees to permit the Guild to post on County bulletin boards announcements of
3, meetings, election of employees and any other Guild material.

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1 **ARTICLE 13: SAVINGS CLAUSE**

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

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1 **ARTICLE 14: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

2 **Section 1. No Work Stoppages:** The employer and the signatory organization agree that the
3, public interest requires efficient and uninterrupted performance of all County services, and to this
4 end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
5 Specifically, the signatory organization shall not cause or condone any work stoppage, including any
6 strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is
7 not bona fide, or other interference with County functions by employees under this Agreement and
8 should same occur, the signatory organization agrees to take appropriate steps to end such
9 interference. Any concerted action by any employees in any bargaining unit shall be deemed a work
10 stoppage if any of the above activities have occurred. Nothing herein shall operate to restrict the
11 Guild from engaging in any concerted activity not prohibited by RCW 41.56 et. seq.

12 **Section 2. Guild's Obligation:** Upon notification in writing by the County to the signatory
13 organization that any of its members are engaged in a work stoppage, the signatory organization shall
14 immediately, in writing, order such members to immediately cease engaging in such work stoppage
15 and provide the County with a copy of such order. In addition, if requested by the County, a
16 responsible official of the signatory organization shall publicly order such signatory organization
17 employees to cease engaging in such a work stoppage.

18 **Section 3. Penalties for Violation:** Any employee who commits any act prohibited in this
19 article will be subject to the following action or penalties:

- 20 a) Discharge.
 - 21 b) Suspension or other disciplinary action as may be applicable to such employee.
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1 **ARTICLE 15: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement,
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
7 or specifically referred to or covered in this Agreement.

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1 **ARTICLE 16: REDUCTION-IN-FORCE**

2 Employees laid off as a result of a reduction in force shall be laid off according to seniority
3, within the Department and classification, with the employee with the least time being the first to go.
4 In the event there are two or more employees eligible for layoff within the Department with the same
5 classification and seniority, the Department Director will determine the order of layoff based on
6 employee performance.

7 Employees laid off in accordance with the provisions of this Article will be eligible for rehire
8 into positions of the same classification in the inverse order of layoff.

9 "Airport Seniority" will be recognized as outlined in Addendum B.

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1 **ARTICLE 17: TRANSFERS**

2 **Section 1. Requests for Transfer:** Employees may submit written requests for transfer or
3 reassignment to another division, shift, squad, or unit and such requests shall be given full
4 consideration by the Department.

5 **Section 2. Involuntary Transfers:** Nothing in this article will preclude transfers for legitimate
6 operational/administrative needs. When an employee is transferred or reassigned involuntarily and
7 such transfer or reassignment produces significant hardship on the employee or his/her family due to
8 excess travel time, expense, or other factors, the Department will give full consideration to these
9 factors and will not unreasonably refuse to implement alternative work location assignments.
10 Reasons for denial include, but are not limited to, legitimate Departmental man-power allocations.

11 **a) Disciplinary Transfers:** When a transfer is used as a disciplinary sanction, it shall
12 be subject to the grievance procedure and just cause provisions of Article 11.

13 **b) Performance:** Nothing in this article will preclude transfers for substandard
14 performance after appropriate notice and opportunity to correct deficiencies. This includes transfers
15 out of specialty units and assignments whether or not such transfer results in the loss of premium pay.
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1 **ARTICLE 18: OFFICERS' BILL OF RIGHTS**

2 In criminal matters, an employee shall be afforded those constitutional rights available to any
3 citizen. In investigative matters relating to job performance, the following guidelines shall be
4 followed:

5 **Section 1.** "Interrogation" as used herein shall mean any questioning by an agent of the
6 County who is investigating conduct by the employee being interrogated which could result in
7 suspension, demotion, or discharge.

8 **Section 2.** Before interrogation, the employee shall be informed of the nature of the matter in
9 sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver of
10 the Guild's right to request bargaining information.

11 **Section 3.** Any interrogation of an employee shall be at a reasonable hour, preferably when
12 the employee is on duty, unless the exigencies of the investigation dictate otherwise.

13 **Section 4.** Any interrogation (which shall not violate the employee's constitutional rights)
14 shall take place at the King County Sheriff's Office, except when impractical. The employee shall be
15 advised of their right to representation and afforded an opportunity and facilities to contact and
16 consult privately with an attorney of their own choosing and that person may be present during the
17 interrogation, but may not participate in the interrogation except to counsel the employee.
18 Additionally, an employee shall be advised of their right to and shall be allowed Guild representation
19 to the extent allowed by law.

20 **Section 5.** The questioning shall not be overly long and the employee shall be entitled to such
21 reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and
22 rest periods.

23 **Section 6.** The employee shall not be subjected to any offensive language, nor shall he/she be
24 threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain
25 his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall
26 be made as an inducement to answer questions.

27 **Section 7.** The Employer shall not require any employee covered by this Agreement to take
28 or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph

1 evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

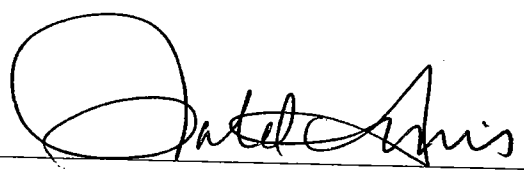
2 **Section 8.** There shall be a Guild representative present as an ex officio observer on accident
3 review boards and shooting review boards. The Employer will provide the Guild with copies of the
4 findings of all review boards.

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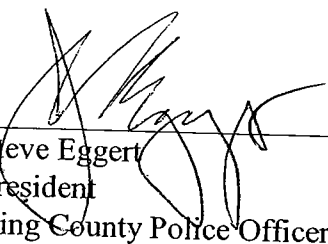
1 **ARTICLE 19: DURATION**

2 This contract shall remain in full force and effect from January 1, 2003 until December 31,
3 2004.

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6 APPROVED this 22 day of November, 2002

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10 By 
11 King County Executive

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16 SIGNATORY ORGANIZATION:

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19 Steve Eggert
20 President
21 King County Police Officers' Guild

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2003 ADDENDUM "A"

Section 1. Wage Rates:

Effective January 1, 2003, Wage rates shall be in accordance with the following schedules.

Salary Schedule for PERS I Aircraft Rescue Firefighting Officers				
3% Increase over 2002 rates				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 - Start	\$41,799.82	\$3,483.32	\$1,741.66	\$20.10
Step 2 - 12 months	\$46,844.26	\$3,903.69	\$1,951.84	\$22.52
Step 3 - 24 months	\$51,006.69	\$4,250.56	\$2,125.28	\$24.52
Step 4 - 36 months	\$53,364.06	\$4,447.01	\$2,223.50	\$25.66
Step 5 - 48 months	\$55,620.48	\$4,635.04	\$2,317.52	\$26.74
Step 6 - 60 months	\$58,528.68	\$4,877.39	\$2,438.70	\$28.14

Salary Schedule for PERS I Aircraft Rescue Firefighting Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$62,841.38	\$5,236.78	\$2,618.39	\$30.21
6 months	\$64,947.26	\$5,412.27	\$2,706.14	\$31.22
12 months	\$67,303.47	\$5,608.62	\$2,804.31	\$32.36
After 4 years	\$68,986.01	\$5,748.83	\$2,874.42	\$33.17
After 8 years	\$70,710.56	\$5,892.55	\$2,946.27	\$34.00

- a) All step increases are based upon satisfactory performance during previous service.
- b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on

1 the employee Work Performance Review Report.

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

5 d) The employee, if denied a step increase, shall be placed on either monthly or quarterly
6 evaluations and at such time that the employee's performance become "Satisfactory" as defined
7 supra, the employee shall receive the previously denied step increase the first of the month following
8 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step
9 increase will not be affected by the above action.

10 **Section 2. Longevity Pay:**

11 Employees covered by this Agreement shall receive longevity pay in accordance with the following
12 schedule:

		Minimum Years of King County Law Enforcement Service									
		5	6	7	8	9	10	11	12	13	14
Longevity	%	1	2	3	4	5	6	7	8	9	10

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18 NOTE: The above percentage rates are based upon the Step 4 Officer rate.

Longevity Pay		
Percentage	Monthly	Semi-Monthly
1	\$44.47	\$22.24
2	\$88.94	\$44.47
3	\$133.41	\$66.71
4	\$177.88	\$88.94
5	\$222.35	\$111.18
6	\$266.82	\$133.41
7	\$311.29	\$155.65

Longevity Pay		
Percentage	Monthly	Semi-Monthly
8	\$355.76	\$177.88
9	\$400.23	\$200.12
10	\$444.70	\$222.35

Section 3. Education Incentive:

Employees covered by this Agreement shall receive education incentive payment in accordance with following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the Step 2 Officer rate.

Education Incentive Pay		
Percentage	Monthly	Semi-Monthly
1	\$39.04	\$19.52
2	\$78.07	\$39.04
3	\$117.11	\$58.56
4	\$156.15	\$78.07
5	\$195.18	\$97.59
6	\$234.22	\$117.11

Section 4. Retirement Calculations:

Retirement calculations are controlled by state law. The contribution and/or benefits shall be

1 controlled by state law.

2 Longevity/Education incentive shall be paid beginning from the first of the month following
3, the month in which the employee first qualifies for the program. Qualification will be based upon
4 completion of a minimum number of years of experience and education level, plus a review and
5 approval of the employee's degree by the joint committee established in accordance with the 1977
6 arbitration award.

Premium Pays	
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate
Airport Training Coordinator	10% of <i>Their</i> Base Rate

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2004 ADDENDUM "A"

Section 1. Wage Rates:

Effective January 1, 2004, Wage rates shall be in accordance with the following schedules.

Salary Schedule for PERS I Aircraft Rescue Firefighting Officers				
3% Increase over 2003 rates				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 - Start	\$43,053.81	\$3,587.82	\$1,793.91	\$20.70
Step 2 – 12 months	\$48,249.59	\$4,020.80	\$2,010.40	\$23.20
Step 3 – 24 months	\$52,536.89	\$4,378.07	\$2,189.04	\$25.26
Step 4 – 36 months	\$54,964.98	\$4,580.42	\$2,290.21	\$26.43
Step 5 – 48 months	\$57,289.09	\$4,774.09	\$2,387.05	\$27.54
Step 6 – 60 months	\$60,284.54	\$5,023.71	\$2,511.86	\$28.98

Salary Schedule for PERS I Aircraft Rescue Firefighting Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$64,726.62	\$5,393.89	\$2,696.94	\$31.12
6 months	\$66,895.68	\$5,574.64	\$2,787.32	\$32.16
12 months	\$69,322.57	\$5,776.88	\$2,888.44	\$33.33
After 4 years	\$71,055.59	\$5,921.30	\$2,960.65	\$34.16
After 8 years	\$72,831.88	\$6,069.32	\$3,034.66	\$35.02

a) All step increases are based upon satisfactory performance during previous service.

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on

1 the employee Work Performance Review Report.

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

5 d) The employee, if denied a step increase, shall be placed on either monthly or quarterly
6 evaluations and at such time that the employee's performance become "Satisfactory" as defined
7 supra, the employee shall receive the previously denied step increase the first of the month following
8 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step
9 increase will not be affected by the above action.

10 **Section 2. Longevity Pay:**

11 Employees covered by this Agreement shall receive longevity pay in accordance with the following
12 schedule:

		Minimum Years of King County Law Enforcement Service									
		5	6	7	8	9	10	11	12	13	14
Longevity	%	1	2	3	4	5	6	7	8	9	10

18 NOTE: The above percentage rates are based upon the Step 4 Officer rate.

Longevity Pay		
Percentage	Monthly	Semi-Monthly
1	\$45.80	\$22.90
2	\$91.61	\$45.80
3	\$137.41	\$68.71
4	\$183.22	\$91.61
5	\$229.02	\$114.51
6	\$274.82	\$137.41
7	\$320.63	\$160.31

Longevity Pay		
Percentage	Monthly	Semi-Monthly
8	\$366.43	\$183.22
9	\$412.24	\$206.12
10	\$458.04	\$229.02

Section 3. Education Incentive:

Employees covered by this Agreement shall receive education incentive payment in accordance with following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the Step 2 Officer rate.

Education Incentive Pay		
Percentage	Monthly	Semi-Monthly
1	\$40.21	\$20.10
2	\$80.42	\$40.21
3	\$120.62	\$60.31
4	\$160.83	\$80.42
5	\$201.04	\$100.52
6	\$241.25	\$120.62

Section 4. Retirement Calculations:

The contribution and/or benefits shall be controlled by state law.

1 Longevity/Education incentive shall be paid beginning from the first of the month following
2 the month in which the employee first qualifies for the program. Qualification will be based upon
3, completion of a minimum number of years of experience and education level, plus a review and
4 approval of the employee's degree by the joint committee established in accordance with the 1977
5 arbitration award.

Premium Pays	
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate
Airport Training Coordinator	10% of <i>Their</i> Base Rate

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