



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 5, 2001**

**Ordinance 14195**

**Proposed No.** 2001-0421.2

**Sponsors** Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement, letter of understanding and  
3 memorandum of understanding negotiated by and between  
4 King County and Service Employees International Union,  
5 Public Safety Employees, Local 519 (captains),  
6 representing employees in the King County sheriff's office;  
7 and establishing the effective date of said agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement, letter of understanding and  
12 memorandum of understanding negotiated between King County and Service Employees  
13 International Union, Public Safety Employees, Local 519 (captains), representing  
14 employees in the King County sheriff's office and attached hereto is hereby approved and  
15 adopted by this reference made a part hereof subject to specific appropriation authority.

16                    SECTION 2. Terms and conditions of said agreement shall be effective from  
17                    January 1, 2001, through and including December 31, 2001.  
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Ordinance 14195 was introduced on 8/20/01 and passed by the Metropolitan King  
County Council on 9/4/01, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Mr. Phillips, Mr. Pelz, Mr.  
McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Thomas  
and Mr. Irons  
No: 0  
Excused: 2 - Ms. Fimia and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



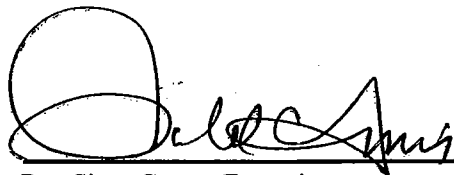
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 12 day of September 2001.



Ron Sims, County Executive

**Attachments**            A. Agreement between Public Safety Employees - Local 519 (Representing Sheriff's  
Office Captains) and King County, B. Letter of Understanding between King County  
and Service Employees International Union Public Safety Employees, Local 519, C.  
Memorandum of Understanding between King County and Service Employees  
International Union, Public Safety Employees, Local 519, D. Public Safety Employees,  
Local 519 Captains 2001 Addendum A

1 AGREEMENT BETWEEN  
 2 PUBLIC SAFETY EMPLOYEES - LOCAL 519  
 3 (REPRESENTING SHERIFF'S OFFICE CAPTAINS)  
 4 AND  
 5 KING COUNTY

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1 AGREEMENT BETWEEN  
2 PUBLIC SAFETY EMPLOYEES - LOCAL 519  
3 (REPRESENTING SHERIFF'S OFFICE CAPTAINS)  
4 AND  
5 KING COUNTY

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

9 ARTICLE 1: PURPOSE

10 The intent and purpose of this Agreement is to promote the continued improvement of the  
11 relationship between King County and its employees by providing a uniform basis for implementing  
12 the right of public employees to join organizations of their own choosing, and to be represented by  
13 such organizations in matters concerning their employment relations with King County and to set  
14 forth the wages, hours, and other working conditions of such employees in appropriate bargaining  
15 units provided the County has authority to act on such matters and further provided the matter has not  
16 been delegated to any civil service commission or personnel board similar in scope, structure, and  
17 authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington  
18 (RCW 41.56).

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

2        *Section 1.* The County Council recognizes the signatory organization, as representing King  
3 County Sheriff's Office Captains/(and Lieutenants, though the Lieutenant classification is currently  
4 not used) in the King County Sheriff's Office (Public Employment Relations Commission  
5 certification # 0-562).

6        *Section 2.* It shall be a condition of employment that all regular, full-time employees in the  
7 classifications of King County Sheriff's Office Captain (or King County Sheriff's Lieutenant, though  
8 this classifications is not currently in use) shall become members of the Union and remain members  
9 in good standing or pay an agency fee to the Union. Timely payment of regular union dues will  
10 constitute membership in good standing for the purpose of this article.

11        It shall also be a condition of employment that regular, full-time employees covered by this  
12 Agreement and hired on or after its effective date shall, on the thirtieth day following such  
13 employment, become and remain members in good standing in the Union or pay an agency fee to the  
14 Union.

15        Provided, that employees with a bona fide religious objection to union membership and/or  
16 association based on the bona fide tenets or teachings of a church or religious body of which such  
17 employee is a member shall not be required to tender those dues or initiation fees to the Union as a  
18 condition of employment. Such employee shall pay an amount of money equivalent to regular union  
19 dues and initiation fee to a non-religious charity mutually agreed upon between the public employee  
20 and the Union. The employee shall furnish written proof that payment to the agreed upon non-  
21 religious charity has been made. If the employee and the Union cannot agree on the non-religious  
22 charity, the Public Employment Relations Commission shall designate the charitable organization. It  
23 shall be the obligation of the employee requesting or claiming the religious exemption to show proof  
24 to the Union that he/she is eligible for such exemption. All initiation fees and dues paid either to the  
25 Union or charity shall be for non-political purposes.

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

1 treasurer of the signatory organization.

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

6 **Section 4.** The County will require all new employees, who assume a position included in the  
7 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive  
8 recognition.

9 **Section 5.** The County will transmit to the Union a current listing of all employees in the  
10 bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year.  
11 Such list shall include the name of the employee, classification, department, and salary.

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1 **ARTICLE 3: MANAGEMENT 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 the following:

- 4 a. determine the mission, budget, organization, number of employees, and internal
- 5 security practices of the King County Sheriff's Office;
- 6 b. recruit, examine, promote, train, employees of its choosing, and determine the time
- 7 and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- 8 c. assign and direct the work force;
- 9 d. develop and modify class specifications;
- 10 e. determine the method, materials, and tools to accomplish the work;
- 11 f. designate duty stations and assign employees to those duty stations;
- 12 g. establish reasonable work rules;
- 13 h. assign the hours of work;
- 14 i. take whatever actions may be necessary to carry out the Department's mission in
- 15 case of emergency;
- 16 j. Bi-Weekly Pay: The right to define and implement a new bi-weekly payroll system
- 17 is vested exclusively in King County. Implementation may include a conversion of wages and leave
- 18 benefits into hourly amounts and the parties recognize King County's exclusive right to make the
- 19 changes necessary to implement such payroll system.

20 In prescribing policies and procedures relating to personnel and practices, and to the  
21 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,  
22 as appropriate.

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

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1 **ARTICLE 4: HOLIDAYS**

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

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HOLIDAY:	COMMONLY CALLED:
First day of January	New Year's Day
Third Monday of January	Martin Luther King Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	
25th day of December	Christmas Day

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18 In addition to the above, each employee will have two (2) personal holidays. These holidays  
19 will be administered through the vacation plan. One day will be granted on the first of October; one  
20 on the first of November of each year.

21 **Section 2. Holidays For Employees On A 5/2 Schedule:** Employees working a 5/2 schedule  
22 with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the  
23 holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls  
24 on Sunday.

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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:

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.** Employees shall accrue and use vacation benefits consistent with King County  
25 personnel rules.

26 **Section 3.** No employee shall be permitted to work for compensation for the County in any  
27 capacity during the time when the employee is on vacation, except that the provisions of this section  
28 shall not apply to employees who, in their capacity as commissioned, King County Sheriff's Office

1 Captains provide security for King County parks and the King County Fair.

2 **Section 4. Payment Upon Death:** In cases of separation by death, payment of unused  
3 vacation benefits shall be made to the employee's estate.

4 **Section 5. Forfeiture of Vacation:** Employees are responsible for requesting sufficient hours  
5 of vacation leave, in accordance with Department policy, to ensure that they do not exceed the  
6 maximum accrual levels. All employees shall use or forfeit excess vacation accrual prior to  
7 December 31 of the year in which the excess was accrued. An employee may continue to accrue  
8 vacation leave beyond the maximum specified herein, if as a result of cyclical workloads or work  
9 assignments, the employee requested but was denied vacation leave time. Employees who leave King  
10 County employment for any reason will be paid for their unused vacation up to the maximum  
11 specified herein, except that employees who become disabled and retire as a result thereof shall be  
12 paid for all unused vacation.

13 **Section 6.** In accordance with past practice, vacation shall be granted on a seniority basis  
14 within each shift, squad or unit and shall be taken at the request of the employee with the approval of  
15 the Division Commander or designee. Employees who are transferred involuntarily, and who have  
16 already had their vacation request approved will be allowed to retain that vacation period regardless  
17 of their seniority within the new shift, squad or unit to which they are transferred.

18 **Section 7. Vacation Payoff:** Vacation payoff upon termination from employment for any  
19 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also  
20 include educational/longevity incentive pay.

21 **Section 8. Vacation Transfer:** Employees may transfer a portion of their accrued vacation to  
22 other employees consistent with King County ordinance K.C.C. 3.12.223; Ordinance 12014 Section  
23 22 policy and procedures.

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**ARTICLE 6: SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES**

**Section 1. Establishment of SLLB:** Effective January 1, 1984 LEOFF I employees will discontinue the accrual of sick leave. Individual sick leave accounts in place as of December 31, 1983 were reduced by fifty percent (50%) with the remaining fifty percent (50%) being converted to a Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury will henceforth be covered by disability leave (R.C.W. 41.26.120).

**Section 2. SLLB use:**

a. The hours in the individual SLLB may be used as vacation pursuant to Article 5, Vacations, Sections 3, 4, and 8, of this agreement. Additionally, upon filing an application for disability leave/retirement, SLLB hours may be used as the basis for continuing to receive an allowance equal to regular pay during the period of time between the initial date of illness or injury, and the date of final disposition made by either the local disability board or the State Retirement System. In the event that the application for disability leave/retirement is ultimately denied by the local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance then in effect.

b. If the local disability board denies disability benefits or retirement benefits, the King County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board is received by the Department.

c. SLLB hours shall not be used as and shall not constitute a return to active service for purposes of increasing or renewing the amount of disability leave to the employee.

**Section 3. SLLB payoff:** Upon service retirement, death after at least five (5) years of continuous King County service, or separation in good standing after completion of twenty (20) years of continuous King County service, the existing balance of hours in the individual SLLB as of the date of such retirement or separation shall be paid to a maximum of fifty (50) days (400 hours).

**Section 4. Family Care and Bereavement Leave:**

a. Regular, full time LEOFF I employees shall be entitled to three (3) days (24 hours) of bereavement leave for each death of a member of the employee's immediate family.

1           b. Three (3) paid leave days (24 hours) may be granted to an employee due to a  
2 requirement to care for immediate family members who are seriously ill. No more than six (6) days  
3 of such leave may be used for this purpose per calendar year. Written verification for family care  
4 leave may be requested by management. This verification will include: 1) nature and severity of  
5 illness or injury; 2) relationship of immediate family member; and 3) a statement indicating that no  
6 other person is available and/or capable of providing care for the ill or injured family member. In  
7 addition, family care leave shall be approved for accompanying or transporting immediate family  
8 members to and from a hospital or to medical or dental appointments, providing the immediate family  
9 member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the  
10 employee's aid. Up to one day's leave may be authorized for an employee to be at the hospital on the  
11 day of the birth of his/her child in addition to the six (6) days mentioned above.

12           c. In cases of family care where no leave benefit exists, the employee will be granted  
13 leave under the Employers Family Medical Leave ordinance.

14           d. Immediate family means persons related by blood or marriage to an employee as  
15 follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted  
16 child, brother, sister, grandchild, domestic partners, or any persons for whose financial or physical  
17 care the employee is principally responsible.

18           **Section 5. Unpaid Family Leave:**

19           A qualified employee may take unpaid leave with health benefits continuation to care for a  
20 family member pursuant to the provisions of the King County Code, and the Federal Family and  
21 Medical Leave Act. For the purposes of the King County Code, family member means the  
22 employee's spouse or domestic partner, the employee's child, and child of the immediate family.  
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1 **ARTICLE 7: SICK LEAVE**

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

8       **Section 2. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits  
9 accrued by an employee.

10       **Section 3. Doctor's certificate Verification of Illness:** Department Management is  
11 responsible for the proper administration of the sick leave benefit. A doctor's certificate verifying  
12 illness or inability to perform work may be required of an employee for any sick leave use when the  
13 County has cause to believe there has been an abuse of sick leave. The county will make a reasonable  
14 effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

15       **Section 4. Separation from Employment:** Separation from King County employment,  
16 except by retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick  
17 leave currently accrued to the employee. Should the employee resign in good standing or be laid off  
18 and return to the County within two years, accrued sick leave shall be restored.

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

22       **Section 6. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have  
23 successfully completed at least five (5) years of county service and who retire as a result of length of  
24 service, or who leave County employment in good standing after twenty-five (25) years or more, or  
25 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title  
26 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave  
27 multiplied by the employee's rate of pay in effect upon the date of leaving county employment less  
28 mandatory withholdings. All payments shall be made based on the employee's base rate as set forth

1 herein, and there shall be no deferred sick leave reimbursement.

2       **Section 7. Special Sick Leave:** All LEOFF II employees shall be provided with eighteen (18)  
3 days special sick leave, which shall be used only to supplement the employee's industrial insurance  
4 benefit should the employee be injured on the job during his or her first calendar year on the job. The  
5 special sick leave shall not be used until three (3) days of regular sick leave have been used for each  
6 incident of on-the-job injury. In the event there is no regular sick leave, the special sick leave shall be  
7 immediately available for an on-the-job injury. During the second year of employment, and for all  
8 succeeding years, all LEOFF II employees shall be provided with eighteen (18) days special sick  
9 leave which shall only be utilized in the circumstances as herein described. Special sick leave is non-  
10 cumulative, but is renewable annually.

11       **Section 8. Special Workers Compensation Supplement:** The county will provide a Special  
12 Worker's Compensation Supplement to LEOFF II employees who are injured on the job, maintain  
13 eligibility of Worker's Compensation and are unable to work (as determined by the County Safety  
14 Office) for a period exceeding six consecutive months, but not to exceed twelve consecutive months;  
15 provided that the employee's condition is the result of an injury occurring during the search, arrest or  
16 detention of any person/place, or during the attempt to search, arrest or detain any person/place or  
17 occurring when an officer is involved in an emergency response to a request for service.

18       The Special Worker's Compensation Supplement will provide for the difference between an  
19 officer's base salary and any other compensation which the officer is receiving during the period of  
20 injury-related absence. Other compensation shall include special sick leave, Worker's Compensation,  
21 social security and/or unemployment compensation. The supplement shall be limited to six months  
22 during any consecutive twelve-month period.

23       The Special Worker's Compensation Supplement shall be reduced by the amount of any State  
24 legislatively mandated increase in benefits for LEOFF II employees which occur during the term of  
25 this contract. The contract provision for Special Worker's Compensation Supplement shall  
26 automatically cease to be in effect on the expiration date of this contract, regardless of whether a  
27 successor agreement has been negotiated or is in the process of being negotiated, mediated and/or  
28 arbitrated.

1           **Section 9. Uses of Sick Leave:** Employees are eligible to use accrued sick leave for the  
2 following reasons:

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

10           **Section 10. Family Care and Bereavement Leave:**

11           a. Regular, full-time employees shall be entitled to three (3) working days (24 hours)  
12 of bereavement leave a year due to death of members of their immediate family.

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

16           c. Up to one day's absence of sick leave may be authorized for an employee to be at  
17 the hospital on the day of the birth of his/her child.

18           d. "Immediate Family" for purpose of Bereavement Leave is defined as grandparent,  
19 parent, child (including legally adopted child) sibling, grandchild or domestic partner or any persons  
20 for whose financial or physical care the employee is principally responsible.

21           e. LEOFF II employees in this bargaining unit shall enjoy the benefits set forth in  
22 Ordinance No. 13377, relating to King County Family and Medical Leave King, County Code  
23 3.12.220.

24           f. "Immediate Family" for purpose of Family Leave, is defined in Ordinance No.  
25 13377, King County Code 3.12.220. "Immediate Family" for the purpose of the Federal FMLA, is  
26 defined by the Federal FMLA.

27           **Section 11.** Holidays or regular days off falling within the prescribed period of absence shall  
28 not be charged against accrued sick leave.

1 **ARTICLE 8: WAGE RATES**

2 *Section 1. Wage Rates:* Wage rates for 2001 are set forth in Addendum A

3 *Section 2. Effective January 1, 2001:* All Captains shall be placed on King County pay  
4 Range 72 at their salary step as of January 1, 2001. Bargaining unit members shall be moved from  
5 Range 70 up to Range 72 of King County's Standardized Salary Schedule (not the "Squared" table).  
6 Bargaining unit members shall transition from Range 70 to Range 72 on current step-to-step.  
7 (Employee on Step 6 of Range 70 on date of implementation shall go to Step 6 of Range 72.  
8 Employees advance in steps on anniversary date, consistent with current 2000 practice.)

9 *Section 3. Salary upon reinstatement:* Employees who are reinstated pursuant to Civil  
10 Service Rules within one calendar year of the date they left County service shall, upon reinstatement,  
11 be compensated at Step 5 of their respective pay range. Upon successful completion of six (6)  
12 months actual service, after reinstatement, they shall be compensated at the appropriate wage step  
13 based upon their total service (prior service plus current service).

14 Employees who are reinstated pursuant to Civil Service Rules within two (2) calendar years  
15 shall, upon reinstatement, be compensated at Step 5 of their respective range. Upon successful  
16 completion of twelve (12) months actual service, after reinstatement, they shall be compensated at the  
17 appropriate wage step based upon their total service (prior service plus current service).

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



1 **ARTICLE 9: HOURS OF WORK**

2       *Section 1.* Captains are salaried employees and are expected to work the hours required to  
3 accomplish the duties of their position.

4       *Section 2.* The establishment of reasonable work schedules and starting times is vested solely  
5 within the purview of department management and may be changed from time to time. In the  
6 exercise of this prerogative, department management will establish schedules to meet the dictates of  
7 the workload, however, nothing contained herein will permit split shifts.

8       *Section 3.* With management approval, work schedules may be altered upon written request  
9 of the employee. This includes, but is not limited to, excusing an employee from his/her normal  
10 workday because he/she worked a holiday/furlough day in the preceding fourteen (14) days.

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1 ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

2        **Section 1.** King County presently participates in group medical, dental, and life insurance  
3 programs. The County agrees to maintain a plan during the term of this Agreement, provided that the  
4 Union and the County agree that the County may implement changes to employee insurance benefits  
5 to which the Joint Labor Management Insurance Committee has agreed.

6        **Section 2. Access To Information:** The County shall provide access to all information  
7 necessary to assess the benefit levels provided under the current plan, alternative benefits which  
8 might be available, the cost of those benefits, and the savings which could result from cost  
9 containment measures. The County shall use its best efforts to cause its insurance carriers to provide  
10 such information to the committee.

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1 ARTICLE 11: MISCELLANEOUS

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

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

7        **Section 3.** Employees who are directly involved with proceedings before the Civil Service  
8 Commission may be allowed to attend without loss of pay provided prior permission is granted by the  
9 Department Director or his designee.

10       **Section 4.** The parties agree that the Sheriff's Office has the right to assign Captains to  
11 perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of  
12 a higher classification, for a period of three (3) consecutive days or more, Captains shall be  
13 compensated at the first step of the salary range assigned to the classification under which they are  
14 acting, for the period of the assignment.

15       **Section 5.** The Department Administration shall afford Union representatives a reasonable  
16 amount of time while on on-duty status to consult with appropriate management officials and/or  
17 aggrieved employees, provided that the Union representatives and/or aggrieved employees contact  
18 their immediate supervisors, indicate the general nature of the business to be conducted, and request  
19 necessary time without undue interference with assignment duties. Time spent on such activities  
20 shall be recorded by the Union representative on a time sheet provided by the supervisor. Union  
21 representatives shall guard against use of excessive time in handling such responsibilities.

22       **Section 6.** Employees who suffer a loss or damage, in the line of duty, to personal property  
23 and/or clothing, will have same repaired or replaced at Department expense provided however, that  
24 reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to  
25 \$150 per incident.

26       **Section 7.** Off-duty employment shall be in accord with the Department Manual provided,  
27 however, the Department shall not require a "hold harmless" agreement for such employment or  
28 liability insurance of the off-duty employer.

1           **Section 8.** The employer agrees to make available up to six hundred rounds of ammunition  
2 per year to each employee. Further, the department agrees to take the necessary measures to insure  
3 that employees on the graveyard shift can obtain the ammunition upon request. Each eligible  
4 employee shall be allowed to draw up to 200 rounds at a time provided, however, that any  
5 ammunition drawn by the employee shall be used by the employee.

6           **Section 9.** Employees shall have the right to examine their personnel file upon request during  
7 normal business hours.

8           **Section 10.** All commissioned officers shall be furnished required uniforms and equipment,  
9 and shall be furnished all replacement items of uniforms and equipment on an as-needed basis.

10           **Section 11. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
11 receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so  
12 assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be  
13 forwarded to the Comptroller. When an employee is notified to serve on jury duty, he/she will inform  
14 his/her immediate supervisor as soon as possible, but not later than two weeks in-advance, regarding  
15 the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of  
16 regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

17           When the total required assignment to jury duty has expired, the employee will return to  
18 regular duties provided: there must be a minimum of twelve (12) hours between the time the  
19 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an  
20 officer shall not be required to report to his/her shift at the conclusion of the twelve (12) hour break if  
21 there are less than four (4) hours remaining on the shift. Notwithstanding the above, officers assigned  
22 to day shift, who have four (4) or more hours remaining on their shift at the time of release or  
23 dismissal from jury duty, shall report to duty at the time of release or dismissal.

24           **Section 12.** Officers will not be required to drive unsafe vehicles.

25           **Section 13.** In the event that METRO will no longer allow law enforcement officers to ride  
26 free of charge, the County will provide METRO bus passes at no cost for the officer.

**ARTICLE 12: GRIEVANCE PROCEDURE**

**Section 1. Definition:** Grievance - a dispute as to the interpretation or application of an express term of this Agreement. Written reprimands are not subject to Step 4 of this procedure.

**Section 2. Procedure:**

**Step 1 - Immediate Supervisor:** A grievance shall be presented in writing by the aggrieved employee, and his/her representative including but not limited to the business representative and/or shop steward if the employee wishes, within 14 calendar days of the occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within twenty (20) working days. If a grievance is not pursued to the next level within five (5) working days, it shall be presumed resolved.

**Step 2 - Sheriff-Director:** If, after thorough evaluation, the decision of the supervisor has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Sheriff-Director. All letters, memoranda, and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Sheriff-Director. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within twenty (20) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

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

**Step 4 - Request for Arbitration:** Either the County or the union may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes arbitrated except that written reprimands are not subject to Step 4 of the grievance procedure. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a

1 panel of 11 arbitrators furnished by the American Arbitration Association AAA Dispute Resolution  
2 Panel. The arbitrator will be selected from the list by both the County representative and the Union,  
3 each alternately striking a name from the list until one name remains. The arbitrator, shall render a  
4 decision within 30 days and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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 3 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  
21 conducting disciplinary investigations, the County will comply with all relevant ordinances and  
22 departmental rules, and additionally will allow an employee who is the subject of a disciplinary  
23 interview or hearing to privately confer with a union representative during the interview or hearing.  
24 In those instances where disciplinary action is based on reasonable evidence of the commission of a  
25 crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the  
26 Grievance Procedure will be initiated immediately, and the Office of Human Resources Management  
27 shall render a decision within twenty (20) working days of the date the employee is accused of the  
28 violation or is relieved of duty. Employees who have been relieved of duty may request and shall

1 have approved, the utilization of accrued vacation and/or holiday hours.

2 **Section 5. Just Cause Standard:** No employee may be discharged, suspended without pay or  
3 disciplined in any way except for just cause. In addition, the County will employ the concept of  
4 progressive discipline.

5 **Section 6. Probationary Period:** All newly hired and promoted employees must serve a  
6 probationary period as defined in R.C.W. 41.14 and Civil Service Rules. Sheriff's Civil Service  
7 Rules specify that the probationary period is an extension of the hiring process; therefore, the  
8 provisions of this Article will not apply to employees if they are discharged during their initial  
9 probationary period or are demoted during the promotional probationary period for not meeting the  
10 requirements of the classification. Grievances brought by probationary employees involving issues  
11 other than discharge or demotion may be processed in accordance with this Article.

12 **Section 7. Parties to the Agreement:** In as much as this is an agreement between the County  
13 and the union, no individual may without union concurrence, make use of the provisions of this  
14 Article.

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1 **ARTICLE 13: BULLETIN BOARDS**

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

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1 ARTICLE 14: SAVINGS CLAUSE

2           Should any part hereof or any provision herein contained be 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 15: WORK & STOPPAGE AND EMPLOYER PROTECTIONS**

2        **Section 1.** The employer and the signatory organization agree that the public interest requires  
3 efficient and uninterrupted performance of all County services, and to this end, pledge their best  
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory  
5 organization shall not cause or condone any work stoppage, including any strike, slowdown, or  
6 refusal to perform any customarily assigned duties, sick leave absence which is not bonafide, or other  
7 interference with County functions by employees under this Agreement and should same occur, the  
8 signatory organization agrees to take appropriate steps to end such interference. Any concerted action  
9 by any employees in any bargaining unit shall be deemed a work stoppage if any of the above  
10 activities have occurred.

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

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

- 19                1. Discharge.
- 20                2. Suspension or other disciplinary action as may be applicable to such employee.

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1 ARTICLE 16: 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 not specifically referred to or covered in this Agreement.

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

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1 **ARTICLE 17: 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 classification, with the employee with the least time being the first to go. In the event there  
4 are two or more employees eligible for layoff within the Department with the same classification and  
5 seniority, the Department Director will determine the order of layoff based on employee performance.

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

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1 **ARTICLE 18: TRANSFERS**

2 **Section 1. Request 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:** When an employee is transferred or reassigned  
6 involuntarily and such transfer or reassignment produces significant hardship on the employee or  
7 his/her family due to excess travel time, expense, or other factors, the Department will give full  
8 consideration to these factors and respond to viable alternatives proposed by the employee or the  
9 Union with written justification for the transfer.

10 **Section 3. Disciplinary Transfers:** When a transfer is used as a disciplinary sanction, it shall  
11 be subject to the grievance procedure and just cause provisions of Article 12.

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1 **ARTICLE 19: BILL OF RIGHTS**

2 King County has adopted Motion No. 7854 providing a Bill of Rights for Police Officers.  
3 Prior to making any changes to the Bill of Rights, the County agrees to meet and negotiate with Local  
4 519.

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1 **ARTICLE 20: EXECUTIVE LEAVE**

2       *Section 1.* Employees in the position of Captain work in a bona fide executive/administrative  
3 capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act.  
4 Captains are expected to work the hours required to accomplish the duties of their positions.

5       Based on their exemption from overtime pay, Captains shall be granted seven (7) days of  
6 noncumulative paid Executive Leave each calendar year.

7       *Section 2.* An employee appointed to the rank of Captain after January 1st of any calendar  
8 year shall, for the calendar year in which appointed, be granted a prorated share of the seven (7) days  
9 of Executive Leave based upon the number of full pay periods remaining in that calendar year. Such  
10 prorated share shall accrue immediately upon appointment.

11       *Section 3.* Executive Leave shall be administered in the same manner as vacation leave.  
12 Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is  
13 granted, or it will be lost.

14       *Section 4.* Each Captain will have the option of cashing out a maximum of four (4) days of  
15 Executive Leave each calendar year; provided that the employee gives the department notice by  
16 September 1st of each year. Executive Leave will be paid on the 2nd pay date of September of that  
17 calendar year.

18       *Section 5.* The King County Sheriff has the discretion, when a Captain has been covering for  
19 a fellow captain who is on an approved long term leave of absence (three (3) months or more) to  
20 award, consistent with King County personnel rules, up to three (3) additional Executive leave days  
21 per year, consistent with the above provisions.

1 **ARTICLE 21: ALTERNATIVE WORK SCHEDULES**

2           Nothing in this agreement shall preclude employees from working an alternative work  
3 schedule. Alternative work schedules shall be negotiated by the signatory organization and must have  
4 departmental and Office of Human Resources Management approval. Denial of an alternative work  
5 schedule by the Department shall not be subject to the grievance procedure.

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1 ARTICLE 22: DURATION

2 This contract shall become effective upon ratification by the King County Council and cover a  
3 one-year period beginning January 1, 2001 and ending December 31, 2001.

4  
5 APPROVED this 14 day of August, 2001  
6

7  
8 By [Signature]  
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10 King County Executive

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14  
15 SIGNATORY ORGANIZATION:

16  
17 [Signature] 7/30/01  
18 Service Employees International Union  
19 Public Safety Employees, Local 519  
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**Letter of Understanding**  
**between**  
**King County**  
**and**  
**Service Employees International Union**  
**Public Safety Employees, Local 519**  
**Concerning King County Sheriff's Office Captains**

The parties, Service Employees International Union, Public Safety Employees, Local 519 (PSE 519) represented by Dustin Frederick, and King County represented by Deborah Bellam, have fully discussed the issue of the assignment of Captain's as "acting" Chiefs in the King County Sheriff's Office (KCSO) and agree to the following:

1. Article 11 Section 4 of the Collective Bargaining Agreement covering KCSO Captains provides:

- Article 11 Section 4

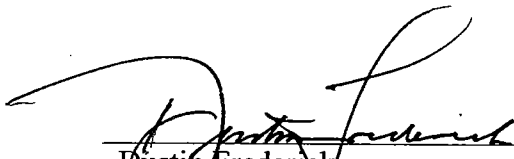
The parties agree that the Sheriff's Office has the right to assign Captains to perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of a higher classification, for a period of three (3) consecutive days or more, Captains shall be compensated at the first step of the salary range assigned to the classification under which they are "acting", for the period of the assignment.

2. The parties agree that the appropriate pay rate for Captains who are appointed temporarily to serve as "acting" Chiefs for three (3) consecutive days or more is Step 10 of the KCSO Chief pay range. (Step 10 of the King County Standardized salary schedule - not the "squared" table). This step is the appropriate rate of pay because of the compression

between wage rate for Majors and the first steps on the Chiefs' range. Thus, this agreement is null and void when and if the Chiefs are moved off of pay range #81.

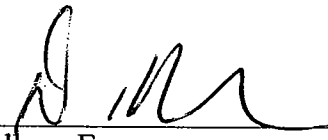
- 3. This agreement, along with the current Collective Bargaining Agreement covering KCSO Captains, Civil Service and King County Career Service Rules, constitute the full and final agreement between the parties on the matter of the appropriate pay rate for Captains assigned as "acting" Chiefs.
- 4. This agreement is effective from January 1, 2001 through December 31, 2001.

**For Public Safety Employees  
Local 519:**

  
 \_\_\_\_\_  
 Dustin Frederick  
 Business Manager, Local 519

7/26/01  
 \_\_\_\_\_  
 Date

**For King County:**

  
 \_\_\_\_\_  
 Deborah Bellam, Esq.  
 Labor Relations Negotiator

8/6/2001  
 \_\_\_\_\_  
 Date

Attachment C

Memorandum of Understanding

Between  
King County  
and

2001 421

Service Employees International Union, Public Safety Employees, Local 519

Concerning Sheriff's Captains

January 1, 1998 through December 31, 2000

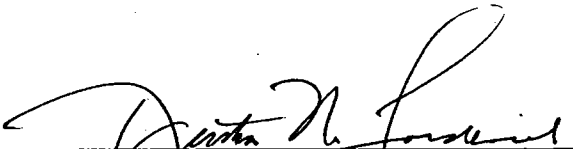
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Collective Bargaining Agreement

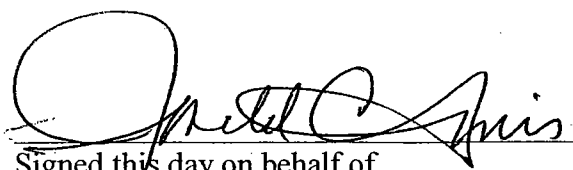
The parties, Public Safety Employees, Local 519 represented by Dustin Frederick, and King County, represented by Deborah Bellam, agreed to negotiate issues relating to potential conflict of interests relating to an Internal Investigations Unit Captain involved in union negotiations and union activities. The parties have reached an agreement on these issues and that agreement is summarized below:

1. The parties recognize that there is at least a potential conflict of interest when the Internal Investigations Unit Captain holds a union office;
2. The parties recognize that the Internal Investigations Unit Captain reports directly to the Sheriff and participates in some labor policy setting meetings and discussions;
3. The parties agree that a compromise on the matter is appropriate. The parties agree that no Captain who is assigned to the Department's Internal Investigations Unit will hold union office (including but not limited to holding a seat on the Executive Board) or sit on a negotiating team;
4. Nothing herein prohibits the Internal Investigations Unit Captain from being a union member, paying union dues, voting in union elections, or attending union meetings the same as other Captains.

This agreement is the entire agreement on the above reference subject, and is effective from the date of the last signature below through December 31, 2001.

  
 \_\_\_\_\_  
 Signed this day on behalf of  
 Service Employees International Union  
 Public Safety Employees, Local 519

7/26/01  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signed this day on behalf of  
 King County

8-14-2001  
 \_\_\_\_\_  
 Date

## Public Safety Employees, Local 519

14195

## Captains

## 2001 Addendum A

## King County Pay Range 72:

Refer to the King County Standardized Salary Schedule for rates:

Step 1 for 6 months	Step 2 for 6 mos	Step 3 for 12 mos	Step 4 for 12 mos	Step 5 for 12 mos	Step 6 for 12 mos	Step 7 for 12 mos	Step 8 for 12 mos
Range 72, Step 3	Range 72, Step 4	Range 72, Step 5	Range 72, Step 6	Range 72, Step 7	Range 72, Step 8	Range 72, Step 9	Range 72, Step 10

**Section 1.**

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

b) Satisfactory performance shall mean an overall rating of "Meets Standards" on the Employee Work Performance Review Report.

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

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

e) Newly promoted Captains will be placed no lower than Step 3 on this pay range.

**Section 2. Longevity/Education Incentive:** Employees covered by this Agreement shall receive longevity/education incentive payment in accordance with the following schedule:

MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE													
Years	2	3	4	5	6	7	8	9	10	11	12	13	14
Longevity				1%	2%	3%	4%	5%	6%	7%	8%	9%	10%
Associate's Degree			2%										
Bachelor's Degree			4%										
Master's Degree			6%										

Effective January 1, 2001 longevity rates shall be based on Step three (3) of the current year pay Range 72 (which is Step 1 of the Captain pay range). Education Incentive shall continue to be calculated using the current Step two (2) Police Officer rate in the King County Police Officers Guild collective bargaining agreement covering 2000, 2001, and 2002.

**Section 3. Longevity Pay:** The practice concerning whether longevity and education incentive are subject to retirement contribution and/or benefits shall be controlled by state law.