



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 16, 2002**

**Ordinance 14546**

**Proposed No.** 2002-0577.1

**Sponsors** Constantine, Phillips and Pullen

1 AN ORDINANCE approving and adopting two collective  
2 bargaining agreements negotiated by and between King  
3 County and the King County Police Officers Guild  
4 representing: commissioned employees in the King County  
5 sheriff's office; and limited commissioned airport  
6 police/aircraft rescue firefighting officers (ARFF) at the  
7 King County airport who work for the King County  
8 sheriff's office and establishing the effective date of said  
9 agreements.

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11  
12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. The collective bargaining agreements negotiated between King  
14 County and King County Police Officers Guild representing: A. commissioned  
15 employees in the King County sheriff's office; and B. limited commissioned airport  
16 police/aircraft rescue firefighting officers (ARFF) at the King County airport who work

17 for the King County sheriff's office and attached hereto is hereby approved and adopted  
18 by this reference made a part hereof.

19 SECTION 2. Terms and conditions of said agreements shall be effective from

20 January 1, 2003, through and including December 31, 2004.

21

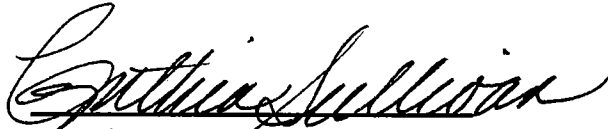
Ordinance 14546 was introduced on 12/2/2002 and passed by the Metropolitan King County Council on 12/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson

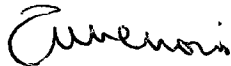
No: 0

Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 18 day of December, 2002.



Ron Sims, County Executive

RECEIVED  
2002 DEC 19 PM 3:11  
CLERK  
KING COUNTY COUNCIL

**Attachments**

- A. Agreement Between King County and King County Police Officers' Guild Regarding King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting Officers, B. Addendum B-Memorandum of Agreement By and Between King County and the King County Police Officers Guild and International Brotherhood of Teamsters 117 Regarding King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting Officers, C. Addendum C-Agreement Between King County and King County Police Officers' Guild Regarding King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting Officers, D. Deputy Sherrif Retiree Benefits-Background (Article 9 Section 2), E. FMLA-KCFML Medical Certification (Article 5 Sections 7), F. Agreement Between King County and King County Police Officers Guild Representing Commissioned Deputies and Sergeants, G. Addendum B-Memorandum of Agreement By and Between King County and the King County Policve Officers Guild and International Brotherhood of Teamsters 117 Regarding King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting Officers, H. Deputy Sheriff Retiree Benefits-Background (Article 10 Section 2), I. FMLA-KCFML Medical Certification (Article 6 section 7)

1 AGREEMENT BETWEEN

2 KING COUNTY AND

3 KING COUNTY POLICE OFFICERS' GUILD

4 REGARDING KING COUNTY SHERIFF'S OFFICE

5 AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS

6

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ADDENDUM C: ARFF LIMITED COMMISSIONED BARGAINING UNIT

ATTACHMENT 1: DEPUTY SHERIFF RETIREE BENEFITS (SUMMARY)

ATTACHMENT 2: FMLA/KCFML MEDICAL CERTIFICATION



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:  
5

<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.

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.

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.

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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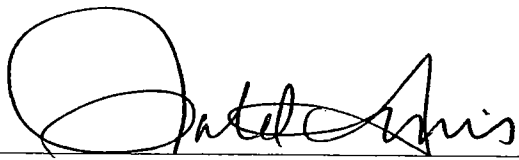
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1 **ARTICLE 19: DURATION**

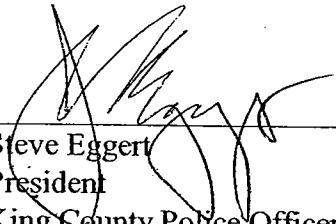
2 This contract shall remain in full force and effect from January 1, 2003 until December 31,  
3, 2004.

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APPROVED this 22 day of November, 2002

By   
King County Executive

SIGNATORY ORGANIZATION:

  
Steve Eggert  
President  
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.

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

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

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

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

**Section 3. Education Incentive:**

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

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

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

<b>Education Incentive Pay</b>		
<b>Percentage</b>	<b>Monthly</b>	<b>Semi-Monthly</b>
<b>1</b>	\$39.04	\$19.52
<b>2</b>	\$78.07	\$39.04
<b>3</b>	\$117.11	\$58.56
<b>4</b>	\$156.15	\$78.07
<b>5</b>	\$195.18	\$97.59
<b>6</b>	\$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.

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Premium Pays	
9 Fire Prevention Coordinator	10% of <i>Their</i> Base Rate
10 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.

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

<b>Salary Schedule for PERS I Aircraft Rescue Firefighting Sergeants</b>				
	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Start</b>	\$64,726.62	\$5,393.89	\$2,696.94	\$31.12
<b>6 months</b>	\$66,895.68	\$5,574.64	\$2,787.32	\$32.16
<b>12 months</b>	\$69,322.57	\$5,776.88	\$2,888.44	\$33.33
<b>After 4 years</b>	\$71,055.59	\$5,921.30	\$2,960.65	\$34.16
<b>After 8 years</b>	\$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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Attachment B  
2002 577

ADDENDUM B  
 MEMORANDUM OF AGREEMENT  
 BY AND BETWEEN  
 KING COUNTY  
 AND THE  
 KING COUNTY POLICE OFFICERS GUILD  
 AND  
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS 117  
 REGARDING KING COUNTY SHERIFF'S OFFICE  
 AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS

14546

**Whereas**, currently Teamsters 117 represents Airport Police/Aircraft Rescue Firefighting Officers ("ARFF") officers at the King County Airport; and

**Whereas**, the parties desire to transfer the work represented by Teamsters 117 to the King County Police Officers Guild.

Therefore, the parties agree as follows:

**1. Transfer of Bargaining Unit.** Effective upon ratification of this agreement by the King County Council, the union representation of ARFF officers will transfer from Teamsters Local 117 to the King County Police Officers Guild. Teamsters 117 agrees to abandon any representation claim to ARFF officers at the King County Airport. The existing collective bargaining agreement between Teamsters 117 and King County shall be void.

**2. Choice of Full or Limited Commission.** As soon as possible after ratification of this agreement, all ARFF officers will be given a choice of the following:

a. Becoming fully commissioned and thereafter becoming members of the LEOFF II retirement system; or

b. Remaining limited commissioned and remaining members of their current retirement system (PERS I or PERS II).

**3. KCPOG Contract Coverage.** Employees choosing option 2.a) above shall become fully commissioned Deputy Sheriffs and shall be covered by all provisions of the collective bargaining agreement between King County and the King County Police Officers Guild dated January of 2001 (the "Guild Contract") except those that specifically apply to LEOFF I officers.

**4. New KCPOG ARFF Contract.** Employees choosing option 2.b) above shall be part of a new bargaining unit (the "Airport Unit") represented by the King County Police Officers Guild (the "Union"). They shall be covered by an agreement consisting of all those provisions of the Guild Contract except those that specifically apply to LEOFF I Officers. Such agreement shall be coterminous with the Guild Contract. As limited commissioned employees, the Airport Unit shall not be eligible for interest arbitration.

**5. Future Transfer of ARFF Work.** As limited commissioned employees depart the Airport Unit, through retirement or otherwise, their work will be transferred to fully commissioned Deputy Sheriffs under the Guild Contract. Provided that subsequent Sergeant positions vacated by the departure of any Sergeant assigned to the airport will be filled consistent with Point 13 below.

**6. Corporal Classification.** The classification of Airport Corporal shall be eliminated as a Civil Service job classification. Current Corporals shall become either fully commissioned Deputies or limited commissioned Officers. They shall be placed at the same Step on the deputy or officer salary range that they currently occupy on the Corporal salary range. In the future, employees assigned as Fire Prevention Coordinator or Airport Training Coordinator, shall receive a premium of ten percent (10%) on their base wage.

**7. Medical Benefits.** As soon as practicable after ratification of this agreement, all fully commissioned Deputies and limited commissioned ARFF Officers shall both move to existing Guild medical/dental plans.

**8. Seniority Calculation For Layoffs.**

- a. For limited commissioned Officers in the Airport Unit, all time spent as an ARFF Officer shall count as time earned toward seniority under Article 17 of the new KCPOG ARFF Contract.
- b. For fully commissioned Deputies, bargaining unit seniority under Article 17 shall start to accrue upon their transfer to status of fully commissioned.
- c. Fully commissioned Deputies (former ARFF Officers) assigned to the airport as of the day of implementation of this agreement (Airport Deputies) shall not be eligible to bump into a position outside the airport unless they have successfully completed Phase III of the Field Training Program.
- d. Airport Deputies shall be eligible for Airport Seniority. Airport Seniority shall include all time spent as a limited commissioned ARFF Officer combined with all seniority earned as a member of the KCPOG bargaining unit. An Airport Deputy cannot be bumped from a position at the airport unless by an Airport Deputy with more Airport Seniority.
- e. An Airport Deputy may use his/her Airport Seniority to bump into positions at the airport. For instance, if an Airport Deputy with 5 years as an ARFF officer stayed at the airport for 1 year after being fully commissioned and then moved to Precinct 2 for 1 year, the Airport Deputy would have 2 years of seniority for positions outside the airport and 7 years of Airport Seniority.

**9. Car Per Officer.** Both fully commissioned Deputies choosing options 2a. above and limited commissioned ARFF officers choosing option 2b above, working at the airport, shall not be eligible for the Car Per Officer program and shall not be assigned a car. However, if a newly transitioned fully commissioned Deputy successfully completes Phase III of the Field Training Officer (FTO) training program, said employee shall be eligible for a car. Newly transitioned Fully Commissioned Deputies shall be given reasonable opportunity to go through Phase III FTO training. However, it is unlikely that such training opportunities will be available in 2002. Deputies who transfer to the ARFF Unit and who have an assigned CPO vehicle shall continue to be entitled to a CPO vehicle. The Airport's patrol vehicle fleet will continue to operate and be maintained to support the remaining ARFF officers and those fully commissioned LEOFF II officers that do not have assigned vehicles.

**10. Dual Certification Premium.** Employees assigned to the airport that have successfully completed Phase III of the FTO program and have also become ARFF accredited will receive an additional three percent (3%) per month of the Deputy Step 4, for all time while so assigned.

**11. Deputy Transfers To Work Sites Outside The Airport.** Should a Deputy Sheriff (transitioned from PERS II) request to transfer from the airport, a request to transfer must be made to the Captain (Airport Police/ARFF Chief). Such transfer opportunities will be approved based on seniority and FTO training officer availability. In order to qualify and be eligible for patrol duty transfer, the Deputy must first complete Phase II of the FTO program and complete, at the discretion of the Sheriff or his designee, a period of evaluation under the Phase III FTO program, where the officer will be evaluated by an assigned FTO MPO. During this review period, the Department will assess and determine whether the Deputy is eligible for transfer. Deputies determined to be unqualified for transfer will remain at the airport. Such qualification determination shall not be grievable under the Guild Contract.

**12. Deputy Transfers To The Airport.** Prior to assignment at the airport, a Deputy must:

1. Complete an application for transfer form P-113.
2. Have completed probation.
3. Pass a physical standards test designed to test the applicant's abilities to perform the essential functions of the job of Deputy assigned to work at the airport.
4. Candidates will be required to pass a test to ensure they can use SCBA and fire-rescue equipment. Candidates will also be required to pass a test to insure they can meet current State standards and perform the duties that will make a candidate suitable for assignment to the airport.
5. Participate in an interview process.
6. Successfully complete an Airport training program. (approx. 4 to 6 months).
7. Commit to spending two (2) years in the airport assignment.
8. In the event an employee is involuntarily assigned to the Airport, the Union and the employer will meet and confer regarding the length of the commitment of the involuntarily assigned employee.

**13. Sergeant Openings.** Following ratification of this agreement, for the next opening for Sergeant at the airport, the Department retains the right to limit the pool of applicants to PERS I

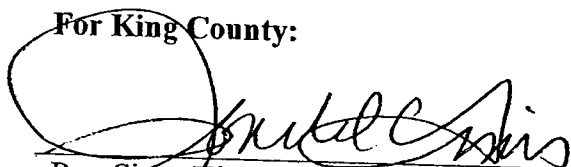
eligible ARFF officers. All subsequent openings for Sergeant shall be filled consistent with Department practice for LEOFF eligible Sergeant openings.

**14. Laundry.** Former ARFF Officers who decide to become Fully Commissioned Deputies under Section 2 above shall be responsible for the costs of laundering their own uniforms.

**15. Longevity.** Both Limited Commissioned ARFF Officers and Fully Commissioned Deputies will retain their seniority for purposes of calculating longevity premiums under the Guild Contract and the Airport Unit contract.

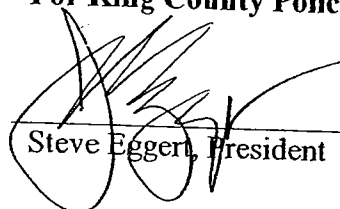
**16. Single Employee Bargaining Unit.** At such time as only one employee is covered by the Airport Unit, the County and the Guild will meet to discuss the representation ramifications.

**For King County:**

  
\_\_\_\_\_  
Ron Sims, King County Executive

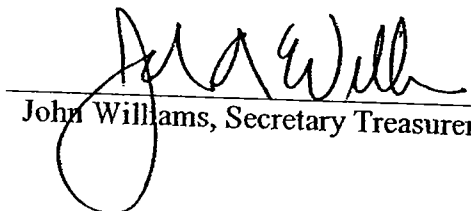
May 2, 2002  
Date

**For King County Police Officers' Guild:**

  
\_\_\_\_\_  
Steve Eggen, President

May 9, 2002  
Date

**For Teamsters Local 117:**

  
\_\_\_\_\_  
John Williams, Secretary Treasurer

4-25-02  
Date

Attachment C

2002 577

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**ADDENDUM C**  
**AGREEMENT BETWEEN**  
**KING COUNTY AND**  
**KING COUNTY POLICE OFFICERS' GUILD**  
**REGARDING KING COUNTY SHERIFF'S OFFICE**  
**AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS**

Employees who comprise the ARFF limited commissioned bargaining unit represented by King County Police Officers' Guild:

1. Lloyd E. Black
2. James E. Burningham
3. Johnny I. Eades
4. Paul E. Mattison
5. Lyle G. Reed
6. Glenn C. Sawyer



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January 8, 2001

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**Deputy Sheriff Retiree Benefits****Background**

Prior to the new agreement between the Police Guild and King County, deputy sheriffs who retired under:

- LEOFF 1 (and LEOFF 1 Disability Retirement) received county-paid medical/vision coverage for themselves for life, had the option to self-pay to continue dental coverage under COBRA (up to 18 months), and their covered family members had the option to self-pay to continue medical/vision and dental coverage under COBRA (up to 18 months)
- LEOFF 2 (and LEOFF 2 Disability Retirement) had the option to self-pay to continue medical/vision and dental coverage for themselves and covered family members under COBRA (up to 18 months).

The new agreement allows deputy sheriffs who retire under:

- LEOFF 1 (and LEOFF 1 Disability Retirement) to continue exercising the options previously available, but adds the option to self-pay to continue medical/vision (but not dental) coverage for covered family members as long as eligibility requirements are met
- LEOFF 2 (and LEOFF 2 Disability Retirement) to continue the options previously available, but adds the option to self-pay to continue medical/vision (but not dental) coverage for themselves and covered family members as long as eligibility requirements are met.

**Eligibility**

Deputy sheriffs qualify for retiree benefits if they:

- Have worked for King County for at least five consecutive years before they retire
- Formally retire (service or disability)
- Are enrolled for county medical/vision coverage when they retire
- Are not eligible for Medicare, and
- Are not covered under another group health plan.

Family members covered when deputy sheriffs retire qualify for coverage under retiree benefits as long as they meet the same eligibility requirements in effect when the retiree was an active employee.

**When County-Paid Coverage Ends**

If deputy sheriffs and their family members have medical/vision and dental coverage when the deputy sheriff retires, coverage continues through the end of the month they leave.

**Retiree Benefits Versus COBRA**

Retiree benefits are an alternative to COBRA. If retirees elect retiree benefits they waive their COBRA rights.

They need to consider these differences in choosing between retiree and COBRA benefits:

- Retirees may continue retiree benefits until they become eligible for Medicare. They may continue COBRA benefits for a maximum of 18 months (29 months if you leave employment due to a disability as defined by Social Security Act guidelines).
- Retiree benefits do not include the option to continue dental coverage. COBRA does.
- If retirees move from their coverage area, retiree benefits do not let them change medical/vision plans until the next regular open enrollment. Under COBRA they may change medical/vision plans when they move if there is another King County plan providing coverage in their new location.

Attached as Referenced in King County Police Officers Guild Contract (ARFF) - 1/1/03 to 12/31/04  
Article 9 Section 2

**Notification**

Benefits & Well-Being is notified when deputy sheriffs leave employment through their termination notices. Benefits & Well-Being then directs Associated Administrators Inc. to contact them regarding their retiree and COBRA benefit options. They have 60 days from when their county-paid coverage ends or AAI notifies them (whichever is later) to make their elections. If they choose to continue medical/vision benefits, there is no lapse in coverage -- self-paid benefits begin when county-paid benefits end, even if retroactive processing is required to make it so.

**Options**

When retirees elect retiree benefits, they may continue the medical/vision benefits they have when they leave, but they may not continue dental -- dental coverage is not available under retiree benefits.

They may continue covering the same family members they cover when they leave or they may drop any from coverage at any time. (If family members covered at the time they leave lose their coverage through the retiree, they may continue coverage under COBRA.)

If retirees contact AAI within 60 days of any of the following qualifying events, they may add new family members for coverage:

- New spouse or domestic partner
- Spouse or domestic partner not previously covered if they lose other employer coverage
- Newborn child
- Newly adopted child
- Newly placed foster child
- Dependent child who loses coverage under another plan

(Except for newborns and newly adopted children, family members added after deputy sheriffs begin retiree benefits do not have separate COBRA rights if they lose their coverage through the retiree.)

**When Coverage Ends**

Retiree benefits end when King County no longer provides health coverage to any employees or when retirees or their family members:

- Fail to make the required payments within 30 days of the due date
- Become entitled to Medicare benefits after electing retiree benefits or
- First become covered under another group health plan after the date of their retiree benefits election (unless the plan limits or excludes coverage for a preexisting condition of the individual continuing coverage).

**Monthly Rates**

Monthly rates for retiree benefits are based on what King County pays to provide the same coverage to active employees. They're subject to periodic adjustment. The rate for dependent child(ren) applies whether the retiree covers one child or several, as long as they or their spouse also elects self-pay coverage. If the retiree and their spouse do not elect self-pay coverage, the first dependent child pays the same rate as the retiree, and the second child pays the dependent child rate. Retirees and their family members must choose from the same plans in effect at the time the retiree leaves employment.

Deputy Sheriff Medical/Vision Plans		Retiree	Spouse/DP	Dependent Child(ren)
Regence BlueShield Medical	2001	\$240.07	\$240.07	\$209.00
PacifiCare Medical/Vision	2001	\$296.90	\$237.52	\$192.96
Group Health Medical/Vision	2001	\$160.93	\$182.88	\$168.05



King County

FMLA/KCFML Medical Certification

To be completed by a physician/licensed practitioner for any qualified leave.  
Please print all information except signature.

Date Received

Employee Name	Social Security Number
---------------	------------------------

A. Please give your medical assessment of the employee, but do not include your diagnosis. Describe the medical facts which support your certification and how it meets the definition of serious health condition as defined on page 3 of this form. Include the approximate date the condition commenced and its probable duration. Attach additional pages if necessary.

I certify:

- This condition qualifies as a *serious health condition* as defined on page 3 of this form.
- This condition does *not* qualify as a *serious health condition* as defined on page 3 of this form.

As a result of the condition (including treatment), it will be necessary for the employee to work:

- Not at all.
- Less than a full schedule.

B. Please describe treatments. Attach additional pages if necessary.

If additional treatments are required, estimate number and time frame \_\_\_\_\_

Will treatment cause patient to be absent from work or other daily activities?  Yes  No

If patient is to be treated on part-time basis, estimate number of absences and interval between these absences \_\_\_\_\_

Provide actual or estimated treatment dates (if known) and recovery period (if any) \_\_\_\_\_

If any of these treatments will be provided by another provider (e.g. physical therapist), state the nature of the treatments \_\_\_\_\_

If regimen of continuing treatment for patient is required under your supervision, generally describe this regimen (e.g. prescription drugs, physical therapy requiring special equipment, etc.) \_\_\_\_\_

If medical leave is required for the employee's absence because of the employee's own condition (including absences due to pregnancy or chronic condition), is the employee able to perform work of any kind?  Yes  No

If yes, list the essential functions of the employee's job he/she is unable to perform \_\_\_\_\_

C. If FMLA/KCFML is required for the employee to care for a family member (employee's spouse, child, parent or parent-in-law, domestic partner or domestic partner's parent) with a serious health condition, please describe the patient's required assistance from the employee.

- Patient needs assistance for:
- Basic medical, personal needs, safety or transportation
  - Psychological comfort from the employee that would be beneficial to the patient or assist in the patient's recovery

Estimate the period of time care would be needed or employee's presence would be beneficial \_\_\_\_\_

If patient will need care only on a part-time basis, please estimate duration of the need \_\_\_\_\_

D. Authorization

Health Care Provider Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Printed Name \_\_\_\_\_ Type of Practice \_\_\_\_\_

Address \_\_\_\_\_ (Area Code) Phone \_\_\_\_\_

## Non-Serious Health Conditions

*The following ailments are generally not a serious health condition: common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraines, routine dental-orthodontia problems, periodontal disease, stress or allergies. However, mental illness resulting from stress or allergies may qualify.*

## Serious Health Conditions

*A serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following.*

### Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such care.

### Absence Plus Treatment

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:

- Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; treatment includes examination to determine if a serious health condition exists and evaluation of the condition, but does not include routine physical examinations, eye examinations or dental examinations; *or*
- Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider; a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition, but does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves, bed-rest, drinking fluids, exercise or other similar activities that can be initiated without a visit to a health care provider.

### Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

### Chronic Condition Requiring Treatments

A chronic condition that:

- Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under the direct supervision of a health care provider.
- Continues over an extended period of time (including recurring episodes of a single underlying condition) *and*
- May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

### Permanent/Long-Term Condition Requiring Supervision

A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal states of a disease.

### Multiple Treatment (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) and kidney disease (dialysis).

AGREEMENT BETWEEN

KING COUNTY

AND

KING COUNTY POLICE OFFICERS GUILD

REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS

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ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP ..... 1

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ATTACHMENT 1: DEPUTY SHERIFF RETIREE BENEFITS (SUMMARY)

ATTACHMENT 2: FMLA/KCFML MEDICAL CERTIFICATION

1                   **KING COUNTY POLICE OFFICERS GUILD**

2                                   **AND**

3                                   **KING COUNTY**

4  
5           These articles constitute an agreement, terms of which have been negotiated in good faith,  
6 between King County and the King County Police Officers Guild. This Agreement shall be subject to  
7 approval by Ordinance by the County Council of King County Washington and to ratification in  
8 accordance with the policy of the King County Police Officers Guild.

9  
10 **ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP**

11           **Section 1. Recognition.** The County Council recognizes the signatory organization as  
12 representing those employees certified by the Public Employment Relations Commission as being  
13 within the bargaining unit. This contract shall govern the working conditions for Guild members  
14 while they are working for the King County Sheriff's Office. The parties recognize that the Guild is  
15 the bargaining representative for all police work performed by bargaining unit members. Limited  
16 Commissioned ARFF Officers who chose to become fully commissioned deputies shall transition  
17 into this bargaining unit consistent with the terms of the Memorandum of Agreement signed by the  
18 King County Executive and passed into ordinance by the Metropolitan King County Council in 2002.  
19 This document is attached as Addendum B.

20           **Section 2. Guild Membership.** It shall be a condition of employment that all regular, full time  
21 employees shall become members of the Guild and remain members in good standing or pay an  
22 agency fee to the Guild for their representation to the extent permitted by law. It shall also be a  
23 condition of employment that regular, full-time employees covered by this Agreement and hired on or  
24 after its effective date shall, on the thirtieth day following such employment, become and remain  
25 members in good standing in the Guild or pay an agency fee to the Guild for their representation to  
26 the extent permitted by law.

27           Provided, that employees with a bona fide (as determined by the Public Employment  
28 Relations Commission) religious objection to Guild membership and/or association shall not be

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

10 **Section 3. Dues and Deduction.** Upon receipt of written authorization individually signed by  
11 a bargaining unit employee, the County shall deduct from the pay of such employee, the amount of  
12 dues as certified by the secretary of the signatory organization and shall transmit the same to the  
13 treasurer of the signatory organization within five (5) business days of collecting the same from  
14 employees.

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

20 **Section 4. Notification to New Employees.** The County will require all new employees, hired  
21 in a position included in the bargaining unit, to sign a form, which will inform them of the Guild's  
22 exclusive recognition.

23 **Section 5. List of Employees.** The County will transmit to the Guild a current listing of all  
24 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice  
25 per calendar year. Such list shall include the name of the employee, classification, department, and  
26 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:

3  
4

<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 9,  
22 Section 3.

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

1 10:00 p.m. on December 24, who works an eight (8) hour shift receives two hours at straight time and  
2 six hours at double time and one half).

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

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

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

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1 **ARTICLE 4: VACATIONS**

2 **Section 1.** After six (6) 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:

5

<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 (6<sup>th</sup>) year of service at which time they shall receive vacation accruals in accordance with the  
25 above schedule. Employees hired on or before December 31, 1995 shall begin to accrue fifteen (15)  
26 days of vacation after three (3) years of service until the beginning of their ninth (9<sup>th</sup>) year of service.

27 **Section 2. Probationary Employees.** At the end of six (6) months of continuous employment  
28 with the Department in pay status, employees shall receive six (6) days of vacation credit.

1 Probationary employees are not entitled to the use of vacation hours during the first six (6) months of  
2 employment.

3       **Section 3. Hourly Accrual.** Employees with six (6) months of service shall accrue vacation  
4 benefits hourly. Part time regular employees shall accrue vacation leave in accordance with the  
5 vacation leave schedule set forth in Section 1 of this Article, however such accrual rates shall be  
6 prorated to reflect his/her normally scheduled work week.

7       **Section 4. Outside Employment.** No employee shall be permitted to work for compensation  
8 for the County in any capacity during the time when the employee is on vacation, except that the  
9 provisions of this section shall not apply to employees who, in their capacity as commissioned  
10 deputies, provide security for King County Parks, King County Records, Elections and Licensing  
11 Division and the King County Fair. Employees shall not work in any off-duty job while on  
12 compensated family leave during his/her normal work hours.

13       **Section 5. Vacation Increments.** Vacation may be used in one-half hour increments at the  
14 discretion of the Department Director or his/her appointed designee.

15       **Section 6. Vacation Usage.** An employee shall not be granted or paid for vacation benefits if  
16 not previously accrued.

17       **Section 7. Payment Upon Death.** In cases of separation by death, payment of unused  
18 vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW,  
19 Title 11.

20       **Section 8. Forfeiture of Vacation.** The maximum total vacation accrual is sixty (60) days per  
21 employee. All employees shall use or forfeit excess vacation accrual prior to December 31 of the  
22 year in which the excess was accrued, provided that, employees may continue to accrue additional  
23 vacation beyond the maximum herein, upon request and with department approval, if cyclical  
24 workloads, work assignments or other reasons as may be in the best interests of the County prevent  
25 the County from scheduling the vacation as not to create a forfeiture. Notwithstanding this section,  
26 the parties recognize that LEOFF I employees maintain a legal right to continue to accrue vacation  
27 during a period of temporary disability.

28       Employees who leave King County employment for any reason will be paid for their unused

1 vacation up to the maximum specified herein, except that employees who become disabled and retire  
2 as a result thereof shall be paid for all unused vacation.

3       **Section 9. Vacation Scheduling - Seniority Basis.** Vacation that is requested prior to April 1,  
4 shall be approved on the basis of Departmental seniority within each shift, squad or unit. Vacation  
5 requests for four (4) or more consecutive days of vacation (excluding furlough days and holidays),  
6 submitted prior to April 1, for vacation to be taken during the twelve (12) months subsequent to May  
7 1, shall be approved or denied by May 1, on a Department seniority basis within each shift, squad or  
8 unit. Such approval shall not be unreasonably denied. Vacation requests submitted subsequent to  
9 April 1 shall be granted dependent upon Department needs on a first come, first served basis.  
10 Employees who are transferred involuntarily and who already had their vacation request approved,  
11 will be allowed to retain that vacation period regardless of their seniority within the new shift, squad,  
12 or unit to which they are transferred.

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

17       **Section 10. Vacation Payoff Upon Termination.** Vacation payoff upon termination from  
18 employment for any reason shall be calculated by utilizing the employee's base wages as set forth in  
19 Addendum "A" and shall also include educational/longevity incentive pay but shall not include any  
20 other premium pay as set forth in Article 7. The hourly rate shall be determined by dividing the  
21 annual rate of pay by the number of work hours in that year. For example, there are 2088 hours of  
22 work in 1991 for those on a 40 hour per week schedule.

23       **Section 11. Leave Donations and Transfers.** Members of this bargaining unit shall be  
24 allowed to transfer accrued vacation and/or sick leave in accordance with the King County Ordinance.  
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1 **ARTICLE 5: LEAVE BANKS - LEOFF I**

2       **Section 1. Establishment of SLLB.** Effective January 1, 1984, LEOFF I employees  
3 discontinued the accrual of sick leave. Individual sick leave accounts in place as of December 31,  
4 1983, were reduced by fifty (50) percent with the remaining fifty (50) percent being converted to a  
5 Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury  
6 are covered by disability leave (RCW 41.26.120 - 150).

7       **Section 2. SLLB Use.**

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

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

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

21       **Section 3. SLLB Payoff.** Upon death after at least five (5) years of continuous King County  
22 service, or separation in good standing (including service or disability retirement) after completion of  
23 twenty (20) years of continuous King County service, the existing balance of hours in the individual  
24 SLLB as of the date of such retirement or separation shall be paid pursuant to Article 4, Section 10, of  
25 this agreement to a maximum of fifty (50) days (400 hours).

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

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

1 immediate family. Employees may receive an additional two (2) days (16 hours) of bereavement  
2 leave when round trip travel of 200 or more miles is required. In the event that King County adopts  
3 an Ordinance which provides bereavement benefits which are more favorable than those contained in  
4 this contract, the County will offer such new provisions to the Guild.

5           b) Paid Family Care Leave. LEOFF I Officers may receive up to six days of paid  
6 leave per year to be used in lieu of sick leave for family care purposes. LEOFF I employees who have  
7 exhausted their SLLB may receive up to ten (10) days of paid leave per year to be used in lieu of sick  
8 leave for family care purposes. Written verification for family care leave may be requested by  
9 management. This verification will include: 1) the nature and severity of illness or injury; 2) the  
10 relationship of the immediate family member; and 3) a statement indicating that no other person is  
11 available and/or capable of providing care for the ill or injured family member. In addition, family  
12 care leave shall be approved for accompanying or transporting immediate family members to and  
13 from a hospital or to medical or dental appointments, providing the immediate family member is a  
14 minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's  
15 aid. Up to one day's leave may be authorized for an employee to be at the hospital on the day of the  
16 birth of his/her child in addition to the six (6) days mentioned above.

17           c) Council Action. If the County Council adopts an Ordinance which provides family  
18 care leave benefits which are more beneficial to officers than currently exist in this labor agreement,  
19 then such improved benefits shall be available to officers for their use.

20           d) Immediate Family. For purposes of Section 4(a) and (b) of this Article, immediate  
21 family means persons related by blood or marriage to an employee as follows: grandparent, parent,  
22 spouse, child including, legally adopted child, sibling, grandchild, and any persons for whose  
23 financial or physical care the employee is principally responsible including domestic partners as  
24 defined by King County Ordinance.

25           e) Unpaid Family Leave. A qualified employee may take unpaid leave with health  
26 benefits continuation to care for a family member pursuant to the provisions of the King County  
27 Code, and the Federal Family and Medical Leave Act. For the purposes of the King County Code,  
28 family member means the employee's spouse or domestic partner, the employee's child, a child of the



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

4       **Section 5. Sick Leave Incentive.** In January of each calendar year, employee usage of Family  
5 Care and disability leave will be reviewed. Regular, full-time LEOFF I employees who have used  
6 sixteen (16) or less hours of these combined leaves in the preceding calendar year and who have been  
7 continuously employed during that entire calendar year, shall be rewarded by having sixteen (16)  
8 additional hours credited to their regular vacation account. Employees who have used more than  
9 sixteen (16) but less than thirty-three (33) combined leave hours shall have eight (8) additional hours  
10 credited to their regular vacation account. In calculating this benefit, disability leave used for on duty  
11 injuries or occupational illness shall not be counted.

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1 **ARTICLE 6: SICK LEAVE - LEOFF II**

2 **Section 1. Monthly Accrual.** Every LEOFF II employee in a regular full time position shall  
3 accrue sick leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would  
4 yield the employee ninety-six (96) hours per year if the employee remained in pay status for the entire  
5 year. An employee shall not accrue sick leave while not in pay status. The employee is not entitled  
6 to sick 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 cashout thirty-  
22 five (35) percent of an employee's unused, accumulated sick leave, if the employee has at least five  
23 (5) years of service and also: (1) takes a regular retirement with full benefits as a result of length of  
24 service or early retirement at age 50, with twenty (20) years of service, under the LEOFF 2  
25 Retirement System; (2) terminates County service by death; or (3) terminates County service after  
26 twenty-five (25) years of service for any reason. All payments shall be made in cash, based on the  
27 employee's base rate as set forth in Addendum "A".

28       **Section 11. Sick Leave Incentive.** In January of each calendar year, employee sick leave,

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

9 **Section 12. Maximum Pay Allowed.** LEOFF II employees injured on the job cannot  
10 simultaneously collect sick leave and worker's compensation payments greater than net regular pay of  
11 the employee.

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

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

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

1 Medical Leave Act. For the purposes of the King County Code, family member means the  
2 employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or  
3 domestic partner, parent of the employee, spouse, or domestic partner, or any individual who stands  
4 or stood in loco parentis to the employee, employee's spouse, or domestic partner.

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

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

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

22 **Section 15. Special Worker's Compensation Supplement.** The County will provide a Special  
23 Worker's Compensation Supplement to LEOFF II Deputies who are injured on the job, maintain  
24 eligibility for Worker's Compensation and are unable to work (as determined by the County's Safety  
25 and Claims Management Division) for a period exceeding six (6) consecutive months, but not to  
26 exceed twelve (12) consecutive months; provided that the officer's condition is the result of an injury  
27 occurring during the search, arrest or detention of any person/place, or during the attempt to search,  
28 arrest or detain any person/place or occurring when an officer is involved in an emergency response

1 to a request for service.

2           The Special Worker's Compensation Supplement will provide for the difference between an  
3 officer's base salary and any other compensation which the officer is receiving during the period of  
4 injury-related absence. Other compensation shall include special sick leave, Worker's Compensation,  
5 Social Security and/or unemployment compensation. The supplement shall be limited to six (6)  
6 months during any consecutive twelve (12) -month period.

7           The Special Worker's Compensation Supplement shall be reduced by the amount of any State  
8 legislatively mandated increase in benefits for LEOFF II Deputies which occur during the term of this  
9 contract.

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1 **ARTICLE 7: 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 b) Effective January 1, 2004 wage rates in effect on December 31, 2003 shall be  
7 increased by three (3) percent. Addendum "A" reflects an increase of three (3) percent over the rates  
8 paid on December 31, 2003. This increase is effective January 1, 2004.

9 **Section 2. Flight Pay.** Personnel assigned to flight duty on a full-time basis for at least one  
10 (1) full month shall be compensated an additional ten (10) percent per month of the Deputies Step 4,  
11 Addendum "A" for all time while so assigned.

12 **Section 3. Bomb Disposal Squad.** Qualified personnel assigned to the Bomb Disposal Squad  
13 on a full-time basis shall be compensated an additional ten (10) percent per month of the Deputy Step  
14 4, Addendum "A" for all time while so assigned.

15 **Section 4. Motorcycle Patrol.** Employees assigned to Motorcycle Patrol for at least one (1)  
16 full month will receive an additional three (3) percent per month of the Deputy Step 4, Addendum  
17 "A" for all time while so assigned.

18 **Section 5. Plain Clothes Premium.** Employees not required to wear a uniform for at least one  
19 (1) full month will receive an additional four (4) percent per month of the Deputy Step 4, Addendum  
20 "A" for all time while so assigned.

21 **Section 6. Skin Divers.** Employees assigned as Skin Divers continuously for at least one (1)  
22 full month will receive an additional ten (10) percent per month of the Deputy Step 4, Addendum "A"  
23 for all time while so assigned.

24 **Section 7. K-9 Unit.** Qualified dog handlers assigned to the K-9 unit in the field will receive  
25 additional ten (10) percent per month of the Deputy Step 4 Addendum "A" for the proper caring,  
26 grooming, feeding and exercise of the animal assigned, while so assigned.

27 **Section 8. Master Police Officer.** Master Police Officers will be compensated at a rate which  
28 is five (5) percent above the top step of the Deputy pay range, exclusive of the patrol premium set

1 forth in Article 7, Section 9. Master Police Officers will collect MPO pay, Patrol Pay and FTO pay,  
2 when applicable, simultaneously.

3 **Section 9. Patrol Pay.** Uniformed employees with the rank of Deputy or Sergeant assigned  
4 to traffic, reactive and proactive patrol for at least one (1) full month will receive an additional one  
5 (1) percent of the Deputy Step 4, Addendum "A" rate each month while so assigned.

6 **Section 10. TAC 30 Pay.** Employees assigned to the TAC 30 team for at least one (1) full  
7 month will receive an additional ten (10) percent of the Deputy Step 4, Addendum "A" rate each  
8 month while so assigned.

9 **Section 11. Clandestine Drug Lab Team.** Employees assigned to the Clandestine Drug Lab  
10 Team for at least one (1) full month will receive an additional ten (10) percent of the Deputy Step 4,  
11 Addendum "A" rate each month while so assigned.

12 **Section 12. Detective Pay.** Employees assigned for at least one (1) full month as a Detective,  
13 will receive an additional four (4) percent per month of the Deputy Step 4, Addendum "A" for all  
14 time while so assigned. Effective January 1, 2001, employees assigned for at least one (1) full month  
15 as a Detective will receive an additional six (6) percent per month of the Deputy Step 4, Addendum  
16 "A" rate for all time while so assigned. This section applies to detectives and sergeants assigned to a  
17 precinct or contract city detective unit, all units within the Criminal Investigations Division, the Civil  
18 Process Unit, IIU and any detective working in any other unit or position designated by the  
19 Department as a detective position.

20 **Section 13. Contract City Chief.** Effective January 1, 2000, any sergeant assigned by the  
21 Sheriff as a Chief in a contract city for at least one (1) full month, on either a full or part-time basis,  
22 will receive an additional ten (10) percent per month of their base rate. Employees so assigned serve  
23 at the discretion of the Sheriff.

24 **Section 14. Field Training Officer (FTO) Program.** For each day an FTO is assigned a  
25 recruit, the FTO will receive one (1) day's training credit. After a total of twenty (20) days (i.e., four  
26 (4) weeks) training credit has been accrued, the FTO will have the option of receiving twenty (20)  
27 hours additional pay at the straight time rate or twelve (12) hours additional pay at the straight time  
28 rate and eight (8) hours of vacation. Each additional block of twenty (20) days training credits will



1 entitle the FTO to the aforementioned compensation option. At the end of each calendar year or upon  
2 transfer from FTO status, each FTO will be paid on a pro-rata basis for any accrued training credits.  
3 No more than thirty (30) training credits may be accumulated at one time. Sergeants who are  
4 assigned as the Precinct Phase 2 FTO Sergeant on a full time basis will receive two and one half (2-  
5 1/2 ) percent above Step 3 of the Sergeant's pay range while so assigned. When applicable, FTOs  
6 will collect patrol pay simultaneously with FTO pay.

7 **Section 15. Dual Certification Premium.** Employees assigned to the airport who have  
8 successfully completed Phase III of the FTO program and have also become ARFF accredited will  
9 receive an additional three (3) percent per month of the Deputy Step 4, Addendum "A" rate for all  
10 time, while so assigned.

11 **Section 16. Fire Prevention Coordinator.** Employees assigned for at least one (1) full month  
12 to this position will receive an additional ten (10) percent of their base wage while so assigned.

13 **Section 17. Airport Training Coordinator.** Employees assigned for at least one (1) full  
14 month to this position will receive an additional ten (10) percent of their base wage while so assigned.

15 **Section 18. Premium Limit.** No employee shall receive more than one (1) of the premiums  
16 set forth above at any given time except as expressly provided in this Article.

17 **Section 19. Reinstatement.** Employees who leave service with the King County Sheriff's  
18 Office and return to service within two (2) calendar years shall, upon reinstatement, be compensated  
19 consistent with the Department's Lateral Hire Policy and Section 17, of this Article. All reinstated  
20 employees will serve a one (1) -year probation period upon reinstatement.

21 **Section 20. Lateral Hires.** The Department may hire officers with prior law enforcement  
22 experience at a rate not to exceed where the officer would be placed on the wage scale had all of  
23 his/her prior experience been with King County.

24 **Section 21. Biweekly Payroll.** The County reserves the right to implement a biweekly payroll  
25 any time during the term of this agreement provided that any payroll lag time is advanced by the  
26 County and; provided further that any change shall not adversely affect employees within the  
27 bargaining unit.

1 **ARTICLE 8: 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 officer leaves  
28 home until the time the officer returns home, such time to be computed using the most direct route

1 available. The provisions of this section apply only when an officer 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 officer 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 officer is required  
10 or allowed to work. Time worked shall include telephone calls over ten (10) 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. Officers 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) Officers who are subpoenaed and scheduled by the court and who appear for court  
28 related hearings shall receive a minimum of four (4) hours overtime at the rate of time and one-half

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

5 d) Officers 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 officer 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 officer would  
13 normally have been working. The officer will deduct overlapping time from the sick leave submitted.  
14 This time will be paid as regular work time. For example, when an officer is on a sick leave day,  
15 appears for court from 1300 hours until 1500 and would normally have been on shift beginning at  
16 1350 hours, the officer will be paid fifty (50) minutes overtime, one (1) hours of straight time and put  
17 in for only seven (7) hours of sick leave that day.

18 LEOFF I officers on disability leave more than thirty (30) calendar days may be placed on a  
19 normal 5/2 work week with weekends off for payroll purposes and will not receive overtime for court  
20 appearances during normal business hours.

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

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

26 **Section 6. Work Week.** For the purpose of calculating contractual overtime compensation, an  
27 employee's work week shall be defined as beginning with the first day of work after a furlough day  
28 and continuing for a total of seven (7) consecutive days. Regularly assigned furlough days count as

1 furlough days even if worked. Also, the work day shall be defined as beginning with the first hour of  
2 work and continuing for a total of twenty-four (24) consecutive hours.

3 **Section 7. Notification of Court Duty.**

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

14 b) District Court. Officers who are scheduled for court appearances in District Court  
15 will have their court appearances and/or standby status authorized and coordinated, subject to the  
16 following terms and conditions:

17 (1) If at 6:00 p.m. the day before court, a subpoena is still active, the officer  
18 will receive a minimum compensation of two (2) hours of straight time pay or four (4) hours straight-  
19 time pay if the court time is on an officer's furlough day, regardless of whether the officer is required  
20 to appear in court.

21 c) Jury Trials. Officers who receive a jury trial summons for a specified week shall  
22 notify (by calling during duty hours when possible) the appropriate District Court Prosecutor upon  
23 receipt and advise the Prosecutor of:

- 24 (1) Any dates or times the officer will be unavailable for trial during the week;  
25 (2) The deputies' willingness to accept a plea bargain, and;  
26 (3) Any additional information the prosecutor should know about the case.

27 A phone recorder is available in every district court office; officers are not required to make  
28 this call during their off-duty hours. Officers may notify the Prosecutor in writing or in person of the

1 above information. Once the case has been given a specific trial date, the Deputy Prosecuting  
2 Attorney, will fax the court appearance schedule to the precinct. The officer and the officer's  
3 supervisor will be informed of the specific trial date information. The trial information will also be  
4 on the phone recorder at the Prosecutor's office; officers may call this number directly during duty  
5 hours for trial information.

6 d) Bench Trials. Officers shall call during duty hours, when possible, the appropriate  
7 district court messaging system at least one day before trial, and;

8 (1) Confirm the officer will attend court;

9 (2) The deputies willingness to accept a plea bargain, and;

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

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

15 **Section 8. Court Overtime for Lateral Hires.** Lateral hires from within the State of  
16 Washington will be compensated for their court appearances, in their prior jurisdiction, in accordance  
17 with this Article.

18 Lateral hires from outside the State of Washington will be allowed to attend court in their  
19 prior jurisdiction, without loss of pay from King County. Without loss of pay means they may attend  
20 court on work time or as if they were working their normal shift. No overtime will be paid for such  
21 appearances.

22 Supervisors and officers shall work with the jurisdiction, whether in Washington State or  
23 outside Washington State, issuing the subpoena, to ensure that the officer's travel and testimony are  
24 handled in the most expeditious manner possible.

25 **Section 9. Court Overtime During Vacations.** For vacations in excess of one week, furlough  
26 days which fall in the middle of a vacation period or on the ends of a scheduled vacation are  
27 considered vacation days for purposes of calculating court overtime minimums.

28 **Section 10. Standby.** The employer and the Guild agree that the use of off-duty standby time

1 shall be minimized consistent with sound law enforcement practices and the maintenance of public  
2 safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees  
3 formally placed on off duty standby status for unusual occurrences shall be compensated on the basis  
4 of 50% of straight time pay. If the employee is actually called back to work, the off duty standby  
5 premium shall cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned  
6 to County vehicles shall not be deemed as being on standby status unless specifically assigned to  
7 standby status.

8           **Section 11. 7-k Exemption.** Except for any other provisions of this Article, the Guild grants  
9 to King County the right to pay overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and  
10 RCW 49.46.130(4). The right to pay overtime under this section shall include, but not be limited to,  
11 those employees who perform work for the Department of Natural Resources and Parks and the  
12 Department of Transportation.

1 **ARTICLE 9: 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 two week notification period  
6 shall not commence until the employee has received verbal or written notification of the proposed  
7 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 officer is absent on that first day back he/she  
14 will report to work fifty (50) minutes early on the next squad's roll-call day. If, because of an  
15 authorized absence, an officer 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 officers 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 Management Division of  
26 the 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 (2) 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  
20 callout as provided by Article 8, Section 2 instead of in compliance with Sections a, b and d above.

21 **Section 7. Flexible Schedules.** It is recognized that certain employees within this bargaining  
22 unit must flex their schedules in order to meet the demands of the job. New employees who are hired  
23 into these specific positions will be advised as to the nature of their work and the necessity of periodic  
24 flexing of their schedules. Employees will only be required to flex their schedules in order to further  
25 the operation needs of the Department. The assignments which require flexible schedules include:  
26 Narcotics/Vice Precinct Emphasis Team & Sergeant, Technical Services Training Officer, Recruiting,  
27 FTO Coordinator, Storefront Officers, CIU, Anti-violence Team & Sergeants, Contract City  
28 Executive/Liaison Sergeants, DARE, CCPU, Metro Proactive Team, Post BLEA Attendees, Family

1 and Youth Services Sergeant School Resources Officer (SRO) and any other assignments mutually  
2 agreed to by the Guild and the County. Employees who work in these assignments shall be paid  
3 overtime only:

- 4 a) For hours worked in excess of eight (8) hours per shift;
- 5 b) For hours worked in excess of forty (40) hours per week; and
- 6 c) In cases of callbacks or off-duty court appearances.

7 Shifts may flex no more than four (4) hours from an employee's normal work shift. If a shift flexes  
8 by more than four (4) hours, the employees shall receive overtime for all additional flexed hours.

9 **Section 8. Shift Bidding and Transfer Practices.** Each precinct and contract city shall make a  
10 minimum of sixty (60) percent of their reactive patrol positions on each shift available for shift  
11 bidding, provided that the Sheriff may reassign such employees for legitimate operating needs or for  
12 cause. Officers will bid for their preference in shifts annually and not later than November 30<sup>th</sup> each  
13 year. Officers will then be assigned shifts based on seniority. Precincts choosing to rotate semi-  
14 annually will complete shift bidding by May 31<sup>st</sup> and November 30<sup>th</sup>. When necessary to  
15 accommodate legitimate Department needs, such as the FTO Program and contract assignments,  
16 exceptions to this policy may be made.

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

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

1 **ARTICLE 10: 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 a) Add a "prescription drug card" component to the plan on or about January 1, 2001;

6 b) 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 1, 2000  
9 through December 31, 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 11: 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 Sheriff.

15       **Section 5. Guild Business.** The Department Administration shall afford Guild representatives  
16 a reasonable amount of time while on duty status to consult with appropriate management officials  
17 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees  
18 contact their immediate supervisors, indicate the general nature of the business to be conducted, and  
19 request necessary time without undue interference with assignment duties. With management  
20 approval, the President and Vice President of the Guild shall be allowed to flex their work schedules  
21 so as to perform the above duties on work time. Guild representatives shall guard against use of  
22 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 officer on a monthly basis, one hundred (100) rounds of practice ammunition for their primary duty  
8 weapon and either ten (10) rounds of shotgun ammunition (00 Buck/Slugs) or for officers who have  
9 qualified, ten (10) rounds of ammunition for a Department approved rifle, provided that the officer  
10 uses this ammunition at Department approved ranges under supervised conditions. The Department  
11 will provide on-duty firearm practice time to a maximum of one (1) two (2) hour period every two (2)  
12 months. The supervisor shall schedule such practice time once they receive a request from an  
13 employee. Further, the Department agrees to take the necessary measures to insure that employees on  
14 the graveyard shift can obtain the ammunition upon request. Each eligible employee shall be allowed  
15 to draw a two (2) -month supply of rounds at a time, provided, however, that any ammunition drawn  
16 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 commissioned officers shall be furnished required  
20 uniforms and equipment and shall be furnished all replacement items of uniforms and equipment on  
21 an as-needed basis, in accordance with the General Orders Manual. Employees shall be furnished  
22 new uniforms upon completion of the academy. The parties agree that occasionally, in meeting the  
23 demands of a new assignment requiring different uniforms, employees may receive used clothing for  
24 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 (2) 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 officer shall not be required to report to his/her shift at the conclusion of the twelve (12) hour break if  
15 there are less than four (4) hours remaining on the shift at the time of release or dismissal from jury  
16 duty, shall report to duty at the time of release or dismissal.

17 **Section 12. Unsafe Vehicles.** Officers 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 deputies every three (3) years.

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

20               **Step 3 - Human Resources Division of the Department of Executive Services.** If the  
21 decision of the Sheriff has not resolved the grievance, the grievance may be presented to the Human  
22 Resources Division of the Department of Executive Services, which shall render a decision on the  
23 grievance within twenty (20) working 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 of Human Resources Division of the Department of  
24 Executive Services shall render a decision within twenty (20) working days of the date the employee  
25 is accused of the violation or is relieved of duty. Employees who have been relieved of duty may  
26 request and shall have 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 (1) year from  
4 the date the employee completes the training academy and begins work in patrol. If the last day of  
5 Post BLEA is January 11, the newly hired employee will complete probation at midnight on January  
6 11, of 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.  
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1 **ARTICLE 13: BULLETIN BOARDS**

2           The employer agrees to permit the Guild to post on County bulletin boards announcements of  
3 meetings, election of officers and any other Guild material.  
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1 **ARTICLE 14: 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 15: 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.

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 or specifically referred to or covered in this Agreement.

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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 Department and classification, with the employee with the least time being the first to go.  
4 In the event there are two (2) or more employees eligible for layoff within the Department with the  
5 same 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 18: 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 12.

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.

16 c) **Contract City Chiefs.** Sergeants acting as Contract City Chiefs are assigned and  
17 may be transferred at the discretion of the Sheriff.

18 **Section 3. Airport Transfers.** For such time as the separate ARFF bargaining unit exists,  
19 deputies who transfer to and from the Airport assignments will do so consistent with the ARFF  
20 Memorandum of Agreement attached as Addendum B.

1 **ARTICLE 19: POLICE 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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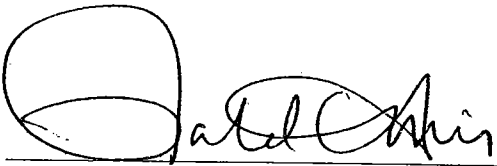
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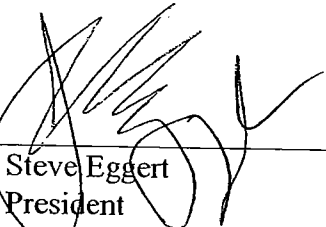
1 ARTICLE 20: DURATION

2 This contract shall remain in full force and effect from the date of ratification by the parties  
3, (including final approval by King County Ordinance) until December 31, 2004.  
4

5  
6 APPROVED this 22 day of November, 2002  
7

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10 By  \_\_\_\_\_  
11 King County Executive  
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16 SIGNATORY ORGANIZATION:

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19 \_\_\_\_\_  
20 Steve Eggert  
21 President  
22 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.

<b>Salary Schedule for Deputies</b>				
<b>3.0% Increase over 2002 rates</b>				
	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Step 1 - Start</b>	\$41,799.82	\$3,483.32	\$1,741.66	\$20.10
<b>Step 2 - 12 months</b>	\$46,844.26	\$3,903.69	\$1,951.84	\$22.52
<b>Step 3 - 24 months</b>	\$51,006.69	\$4,250.56	\$2,125.28	\$24.52
<b>Step 4 - 36 months</b>	\$53,364.06	\$4,447.01	\$2,223.50	\$25.66
<b>Step 5 - 48 months</b>	\$55,620.48	\$4,635.04	\$2,317.52	\$26.74
<b>Step 6 - 60 months</b>	\$58,528.68	\$4,877.39	\$2,438.70	\$28.14

<b>Salary Schedule for Sergeants</b>				
	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Start</b>	\$62,841.38	\$5,236.78	\$2,618.39	\$30.21
<b>6 months</b>	\$64,947.26	\$5,412.27	\$2,706.14	\$31.22
<b>12 months</b>	\$67,303.47	\$5,608.62	\$2,804.31	\$32.36
<b>After 4 years</b>	\$68,986.01	\$5,748.83	\$2,874.42	\$33.17
<b>After 8 years</b>	\$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

the employee Work Performance Review Report.

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

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

9 **Section 2. Longevity Pay.**

10 Employees covered by this Agreement shall receive longevity pay in accordance with the  
 11 following 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

17 NOTE: The above percentage rates are based upon the Step 4 Deputy 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
8	\$355.76	\$177.88

<b>Longevity Pay</b>		
<b>Percentage</b>	<b>Monthly</b>	<b>Semi-Monthly</b>
<b>9</b>	\$400.23	\$200.12
<b>10</b>	\$444.70	\$222.35

**Section 3. Education Incentive.**

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

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

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

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

**Section 4. Retirement Calculations.**

Longevity payments shall be subject to retirement benefits. Premiums paid for Educational

1 Incentive are considered "special pay" and not subject to retirement benefit calculations. The  
2 contribution and/or benefits shall be controlled by state law.

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

<b>Premium Pays</b>		
<b>Premium</b>	<b>Monthly</b>	<b>Semi-Monthly</b>
<b>Bomb Squad</b>	\$444.70	\$222.35
<b>Plain Clothes</b>	\$177.88	\$88.94
<b>Flight Pay</b>	\$444.70	\$222.35
<b>Drug Lab Pay</b>	\$444.70	\$222.35
<b>K-9 Pay</b>	\$444.70	\$222.35
<b>Motorcycle</b>	\$133.41	\$66.70
<b>FTO Sergeant</b>	\$140.21	\$70.11
<b>Master Police Officer</b>	\$243.87	\$121.94
<b>Patrol Premium</b>	\$44.47	\$22.23
<b>Skin Diver</b>	\$444.70	\$222.35
<b>Tac-30</b>	\$444.70	\$222.35
<b>Detective Pay</b>	\$266.82	\$133.41
<b>Dual Certification</b>	\$133.41	\$66.70
<b>Contract City Chief</b>	10% of <i>Their</i> Base Rate	
<b>Fire Prevention Coordinator</b>	10% of <i>Their</i> Base Rate	
<b>Airport Training Coordinator</b>	10% of <i>Their</i> Base Rate	

1 **2004 ADDENDUM "A"**

2 **Section 1. Wage Rates.**

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

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5 **Salary Schedule for Deputies**

6 **3.0% Increase over 2003 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Step 1 - Start</b>	\$43,053.81	\$3,587.82	\$1,793.91	\$20.70
<b>Step 2 – 12 months</b>	\$48,249.59	\$4,020.80	\$2,010.40	\$23.20
<b>Step 3 – 24 months</b>	\$52,536.89	\$4,378.07	\$2,189.04	\$25.26
<b>Step 4 – 36 months</b>	\$54,964.98	\$4,580.42	\$2,290.21	\$26.43
<b>Step 5 – 48 months</b>	\$57,289.09	\$4,774.09	\$2,387.05	\$27.54
<b>Step 6 – 60 months</b>	\$60,284.54	\$5,023.71	\$2,511.86	\$28.98

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16 **Salary Schedule for Sergeants**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Start</b>	\$64,726.62	\$5,393.89	\$2,696.94	\$31.12
<b>6 months</b>	\$66,895.68	\$5,574.64	\$2,787.32	\$32.16
<b>12 months</b>	\$69,322.57	\$5,776.88	\$2,888.44	\$33.33
<b>After 4 years</b>	\$71,055.59	\$5,921.30	\$2,960.65	\$34.16
<b>After 8 years</b>	\$72,831.88	\$6,069.32	\$3,034.66	\$35.02

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

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

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28 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 future step increase will not be affected by the above action.

**Section 2. Longevity Pay.**

Employees covered by this Agreement shall receive longevity pay in accordance with the following 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

NOTE: The above percentage rates are based upon the Step 4 Deputy 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
8	\$366.43	\$183.22



<b>Longevity Pay</b>		
<b>Percentage</b>	<b>Monthly</b>	<b>Semi-Monthly</b>
<b>9</b>	\$412.24	\$206.12
<b>10</b>	\$458.04	\$229.02

**Section 3. Education Incentive.**

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

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

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

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

**Section 4. Retirement Calculations.**

Longevity payments shall be subject to retirement benefits. Premiums paid for Educational Incentive are considered "special pay" and not subject to retirement benefit calculations. The

1 contribution and/or benefits shall be 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.

<b>Premium Pays</b>		
<b>Premium</b>	<b>Monthly</b>	<b>Semi-Monthly</b>
<b>Bomb Squad</b>	\$458.04	\$229.02
<b>Plain Clothes</b>	\$183.22	\$91.61
<b>Flight Pay</b>	\$458.04	\$229.02
<b>Drug Lab Pay</b>	\$458.04	\$229.02
<b>K-9 Pay</b>	\$458.04	\$229.02
<b>Motorcycle</b>	\$137.41	\$68.70
<b>FTO Sergeant</b>	\$144.42	\$72.21
<b>Master Police Officer</b>	\$251.19	\$125.59
<b>Patrol Premium</b>	\$45.80	\$22.90
<b>Skin Diver</b>	\$458.04	\$229.02
<b>Tac-30</b>	\$458.04	\$229.02
<b>Detective Pay</b>	\$274.83	\$137.41
<b>Dual Certification</b>	\$137.41	\$68.70
<b>Contract City Chief</b>	10% of <i>Their</i> Base Rate	
<b>Fire Prevention Coordinator</b>	10% of <i>Their</i> Base Rate	
<b>Airport Training Coordinator</b>	10% of <i>Their</i> Base Rate	



4/19

Attachment 6  
2002 577  
14546

**ADDENDUM B**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND THE**  
**KING COUNTY POLICE OFFICERS GUILD**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS 117**  
**REGARDING KING COUNTY SHERIFF'S OFFICE**  
**AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS**

**Whereas**, currently Teamsters 117 represents Airport Police/Aircraft Rescue Firefighting Officers ("ARFF") officers at the King County Airport; and

**Whereas**, the parties desire to transfer the work represented by Teamsters 117 to the King County Police Officers Guild.

Therefore, the parties agree as follows:

**1. Transfer of Bargaining Unit.** Effective upon ratification of this agreement by the King County Council, the union representation of ARFF officers will transfer from Teamsters Local 117 to the King County Police Officers Guild. Teamsters 117 agrees to abandon any representation claim to ARFF officers at the King County Airport. The existing collective bargaining agreement between Teamsters 117 and King County shall be void.

**2. Choice of Full or Limited Commission.** As soon as possible after ratification of this agreement, all ARFF officers will be given a choice of the following:

a. Becoming fully commissioned and thereafter becoming members of the LEOFF II retirement system; or

b. Remaining limited commissioned and remaining members of their current retirement system (PERS I or PERS II).

**3. KCPOG Contract Coverage.** Employees choosing option 2.a) above shall become fully commissioned Deputy Sheriffs and shall be covered by all provisions of the collective bargaining agreement between King County and the King County Police Officers Guild dated January of 2001 (the "Guild Contract") except those that specifically apply to LEOFF I officers.

**4. New KCPOG ARFF Contract.** Employees choosing option 2.b) above shall be part of a new bargaining unit (the "Airport Unit") represented by the King County Police Officers Guild (the "Union"). They shall be covered by an agreement consisting of all those provisions of the Guild Contract except those that specifically apply to LEOFF I Officers. Such agreement shall be coterminous with the Guild Contract. As limited commissioned employees, the Airport Unit shall not be eligible for interest arbitration.

**5. Future Transfer of ARFF Work.** As limited commissioned employees depart the Airport Unit, through retirement or otherwise, their work will be transferred to fully commissioned Deputy Sheriffs under the Guild Contract. Provided that subsequent Sergeant positions vacated by the departure of any Sergeant assigned to the airport will be filled consistent with Point 13 below.

**6. Corporal Classification.** The classification of Airport Corporal shall be eliminated as a Civil Service job classification. Current Corporals shall become either fully commissioned Deputies or limited commissioned Officers. They shall be placed at the same Step on the deputy or officer salary range that they currently occupy on the Corporal salary range. In the future, employees assigned as Fire Prevention Coordinator or Airport Training Coordinator, shall receive a premium of ten percent (10%) on their base wage.

**7. Medical Benefits.** As soon as practicable after ratification of this agreement, all fully commissioned Deputies and limited commissioned ARFF Officers shall both move to existing Guild medical/dental plans.

**8. Seniority Calculation For Layoffs.**

- a. For limited commissioned Officers in the Airport Unit, all time spent as an ARFF Officer shall count as time earned toward seniority under Article 17 of the new KCPOG ARFF Contract.
- b. For fully commissioned Deputies, bargaining unit seniority under Article 17 shall start to accrue upon their transfer to status of fully commissioned.
- c. Fully commissioned Deputies (former ARFF Officers) assigned to the airport as of the day of implementation of this agreement (Airport Deputies) shall not be eligible to bump into a position outside the airport unless they have successfully completed Phase III of the Field Training Program.
- d. Airport Deputies shall be eligible for Airport Seniority. Airport Seniority shall include all time spent as a limited commissioned ARFF Officer combined with all seniority earned as a member of the KCPOG bargaining unit. An Airport Deputy cannot be bumped from a position at the airport unless by an Airport Deputy with more Airport Seniority.
- e. An Airport Deputy may use his/her Airport Seniority to bump into positions at the airport. For instance, if an Airport Deputy with 5 years as an ARFF officer stayed at the airport for 1 year after being fully commissioned and then moved to Precinct 2 for 1 year, the Airport Deputy would have 2 years of seniority for positions outside the airport and 7 years of Airport Seniority.

**9. Car Per Officer.** Both fully commissioned Deputies choosing options 2a. above and limited commissioned ARFF officers choosing option 2b above, working at the airport, shall not be eligible for the Car Per Officer program and shall not be assigned a car. However, if a newly transitioned fully commissioned Deputy successfully completes Phase III of the Field Training Officer (FTO) training program, said employee shall be eligible for a car. Newly transitioned Fully Commissioned Deputies shall be given reasonable opportunity to go through Phase III FTO training. However, it is unlikely that such training opportunities will be available in 2002. Deputies who transfer to the ARFF Unit and who have an assigned CPO vehicle shall continue to be entitled to a CPO vehicle. The Airport's patrol vehicle fleet will continue to operate and be maintained to support the remaining ARFF officers and those fully commissioned LEOFF II officers that do not have assigned vehicles.

**10. Dual Certification Premium.** Employees assigned to the airport that have successfully completed Phase III of the FTO program and have also become ARFF accredited will receive an additional three percent (3%) per month of the Deputy Step 4, for all time while so assigned.

**11. Deputy Transfers To Work Sites Outside The Airport.** Should a Deputy Sheriff (transitioned from PERS II) request to transfer from the airport, a request to transfer must be made to the Captain (Airport Police/ARFF Chief). Such transfer opportunities will be approved based on seniority and FTO training officer availability. In order to qualify and be eligible for patrol duty transfer, the Deputy must first complete Phase II of the FTO program and complete, at the discretion of the Sheriff or his designee, a period of evaluation under the Phase III FTO program, where the officer will be evaluated by an assigned FTO MPO. During this review period, the Department will assess and determine whether the Deputy is eligible for transfer. Deputies determined to be unqualified for transfer will remain at the airport. Such qualification determination shall not be grievable under the Guild Contract.

**12. Deputy Transfers To The Airport.** Prior to assignment at the airport, a Deputy must:

1. Complete an application for transfer form P-113.
2. Have completed probation.
3. Pass a physical standards test designed to test the applicant's abilities to perform the essential functions of the job of Deputy assigned to work at the airport.
4. Candidates will be required to pass a test to ensure they can use SCBA and fire-rescue equipment. Candidates will also be required to pass a test to insure they can meet current State standards and perform the duties that will make a candidate suitable for assignment to the airport.
5. Participate in an interview process.
6. Successfully complete an Airport training program. (approx. 4 to 6 months).
7. Commit to spending two (2) years in the airport assignment.
8. In the event an employee is involuntarily assigned to the Airport, the Union and the employer will meet and confer regarding the length of the commitment of the involuntarily assigned employee.

**13. Sergeant Openings.** Following ratification of this agreement, for the next opening for Sergeant at the airport, the Department retains the right to limit the pool of applicants to PERS I

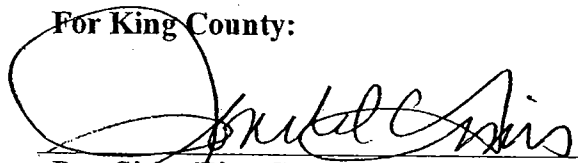
eligible ARFF officers. All subsequent openings for Sergeant shall be filled consistent with Department practice for LEOFF eligible Sergeant openings.

**14. Laundry.** Former ARFF Officers who decide to become Fully Commissioned Deputies under Section 2 above shall be responsible for the costs of laundering their own uniforms.

**15. Longevity.** Both Limited Commissioned ARFF Officers and Fully Commissioned Deputies will retain their seniority for purposes of calculating longevity premiums under the Guild Contract and the Airport Unit contract.

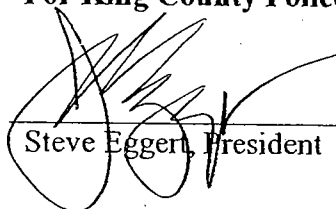
**16. Single Employee Bargaining Unit.** At such time as only one employee is covered by the Airport Unit, the County and the Guild will meet to discuss the representation ramifications.

**For King County:**

  
\_\_\_\_\_  
Ron Sims, King County Executive

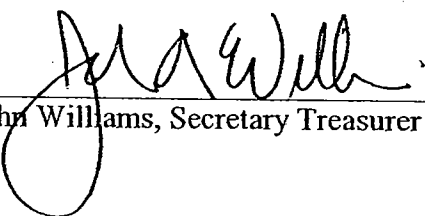
May 2, 2002  
Date

**For King County Police Officers' Guild:**

  
\_\_\_\_\_  
Steve Egger, President

May 9, 2002  
Date

**For Teamsters Local 117:**

  
\_\_\_\_\_  
John Williams, Secretary Treasurer

4-25-02  
Date

## Deputy Sheriff Retiree Benefits

### Background

Prior to the new agreement between the Police Guild and King County, deputy sheriffs who retired under:

- LEOFF 1 (and LEOFF 1 Disability Retirement) received county-paid medical/vision coverage for themselves for life, had the option to self-pay to continue dental coverage under COBRA (up to 18 months), and their covered family members had the option to self-pay to continue medical/vision and dental coverage under COBRA (up to 18 months)
- LEOFF 2 (and LEOFF 2 Disability Retirement) had the option to self-pay to continue medical/vision and dental coverage for themselves and covered family members under COBRA (up to 18 months).

The new agreement allows deputy sheriffs who retire under:

- LEOFF 1 (and LEOFF 1 Disability Retirement) to continue exercising the options previously available, but adds the option to self-pay to continue medical/vision (but not dental) coverage for covered family members as long as eligibility requirements are met
- LEOFF 2 (and LEOFF 2 Disability Retirement) to continue the options previously available, but adds the option to self-pay to continue medical/vision (but not dental) coverage for themselves and covered family members as long as eligibility requirements are met.

### Eligibility

Deputy sheriffs qualify for retiree benefits if they:

- Have worked for King County for at least five consecutive years before they retire
- Formally retire (service or disability)
- Are enrolled for county medical/vision coverage when they retire
- Are not eligible for Medicare, and
- Are not covered under another group health plan.

Family members covered when deputy sheriffs retire qualify for coverage under retiree benefits as long as they meet the same eligibility requirements in effect when the retiree was an active employee.

### When County-Paid Coverage Ends

If deputy sheriffs and their family members have medical/vision and dental coverage when the deputy sheriff retires, coverage continues through the end of the month they leave.

### Retiree Benefits Versus COBRA

Retiree benefits are an alternative to COBRA. If retirees elect retiree benefits they waive their COBRA rights. They need to consider these differences in choosing between retiree and COBRA benefits:

- Retirees may continue retiree benefits until they become eligible for Medicare. They may continue COBRA benefits for a maximum of 18 months (29 months if you leave employment due to a disability as defined by Social Security Act guidelines).
- Retiree benefits do not include the option to continue dental coverage. COBRA does.
- If retirees move from their coverage area, retiree benefits do not let them change medical/vision plans until the next regular open enrollment. Under COBRA they may change medical/vision plans when they move if there is another King County plan providing coverage in their new location.



**Notification**

Benefits & Well-Being is notified when deputy sheriffs leave employment through their termination notices. Benefits & Well-Being then directs Associated Administrators Inc. to contact them regarding their retiree and COBRA benefit options. They have 60 days from when their county-paid coverage ends or AAI notifies them (whichever is later) to make their elections. If they choose to continue medical/vision benefits, there is no lapse in coverage -- self-paid benefits begin when county-paid benefits end, even if retroactive processing is required to make it so.

**Options**

When retirees elect retiree benefits, they may continue the medical/vision benefits they have when they leave, but they may not continue dental -- dental coverage is not available under retiree benefits.

They may continue covering the same family members they cover when they leave or they may drop any from coverage at any time. (If family members covered at the time they leave lose their coverage through the retiree, they may continue coverage under COBRA.)

If retirees contact AAI within 60 days of any of the following qualifying events, they may add new family members for coverage:

- New spouse or domestic partner
- Spouse or domestic partner not previously covered if they lose other employer coverage
- Newborn child
- Newly adopted child
- Newly placed foster child
- Dependent child who loses coverage under another plan

(Except for newborns and newly adopted children, family members added after deputy sheriffs begin retiree benefits do not have separate COBRA rights if they lose their coverage through the retiree.)

**When Coverage Ends**

Retiree benefits end when King County no longer provides health coverage to any employees or when retirees or their family members:

- Fail to make the required payments within 30 days of the due date
- Become entitled to Medicare benefits after electing retiree benefits or
- First become covered under another group health plan after the date of their retiree benefits election (unless the plan limits or excludes coverage for a preexisting condition of the individual continuing coverage).

**Monthly Rates**

Monthly rates for retiree benefits are based on what King County pays to provide the same coverage to active employees. They're subject to periodic adjustment. The rate for dependent child(ren) applies whether the retiree covers one child or several, as long as they or their spouse also elects self-pay coverage. If the retiree and their spouse do not elect self-pay coverage, the first dependent child pays the same rate as the retiree, and the second child pays the dependent child rate. Retirees and their family members must choose from the same plans in effect at the time the retiree leaves employment.

Deputy Sheriff Medical/Vision Plans		Retiree	Spouse/DP	Dependent Child(ren)
Regence BlueShield Medical	2001	\$240.07	\$240.07	\$209.00
PacifiCare Medical/Vision	2001	\$296.90	\$237.52	\$192.96
Group Health Medical/Vision	2001	\$160.93	\$182.88	\$168.05

Attached as Referenced in King County Police Officers Guild Contract - 1/1/03 to 12/31/04  
Article 6 Section 7



King County

FMLA/KCFML Medical Certification

2002 577  
14546

To be completed by a physician/licensed practitioner for any qualified leave.  
Please print all information except signature.

Date Received

Employee Name	Social Security Number
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A. Please give your medical assessment of the employee, but do not include your diagnosis. Describe the medical facts which support your certification and how it meets the definition of serious health condition as defined on page 3 of this form. Include the approximate date the condition commenced and its probable duration. Attach additional pages if necessary.

I certify:

This condition qualifies as a *serious health condition* as defined on page 3 of this form.

This condition does *not* qualify as a *serious health condition* as defined on page 3 of this form.

As a result of the condition (including treatment), it will be necessary for the employee to work:

Not at all.

Less than a full schedule.

B. Please describe treatments. Attach additional pages if necessary.

If additional treatments are required, estimate number and time frame \_\_\_\_\_

Will treatment cause patient to be absent from work or other daily activities?  Yes  No

If patient is to be treated on part-time basis, estimate number of absences and interval between these absences \_\_\_\_\_

Provide actual or estimated treatment dates (if known) and recovery period (if any) \_\_\_\_\_

If any of these treatments will be provided by another provider (e.g. physical therapist), state the nature of the treatments \_\_\_\_\_

If regimen of continuing treatment for patient is required under your supervision, generally describe this regimen (e.g. prescription drugs, physical therapy requiring special equipment, etc.) \_\_\_\_\_

If medical leave is required for the employee's absence because of the employee's own condition (including absences due to pregnancy or chronic condition), is the employee able to perform work of any kind?  Yes  No

If yes, list the essential functions of the employee's job he/she is unable to perform \_\_\_\_\_

C. If FMLA/KCFML is required for the employee to care for a family member (employee's spouse, child, parent or parent-in-law, domestic partner or domestic partner's parent) with a serious health condition, please describe the patient's required assistance from the employee.

Patient needs assistance for:  Basic medical, personal needs, safety or transportation

Psychological comfort from the employee that would be beneficial to the patient or assist in the patient's recovery

Estimate the period of time care would be needed or employee's presence would be beneficial \_\_\_\_\_

If patient will need care only on a part-time basis, please estimate duration of the need \_\_\_\_\_

D. Authorization

Health Care Provider Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Printed Name \_\_\_\_\_ Type of Practice \_\_\_\_\_

Address \_\_\_\_\_ (Area Code) Phone \_\_\_\_\_

**Attached as Referenced in King County Police Officers Guild Contract - 1/1/03 to 12/31/04  
Article 6 Section 7**

**Non-Serious Health Conditions**

*The following ailments are generally not a serious health condition: common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraines, routine dental-orthodontia problems, periodontal disease, stress or allergies. However, mental illness resulting from stress or allergies may qualify.*

**Serious Health Conditions**

*A serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following.*

**Hospital Care**

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such care.

**Absence Plus Treatment**

A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:

- Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; treatment includes examination to determine if a serious health condition exists and evaluation of the condition, but does not include routine physical examinations, eye examinations or dental examinations; *or*
- Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider; a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition, but does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves, bed-rest, drinking fluids, exercise or other similar activities that can be initiated without a visit to a health care provider.

**Pregnancy**

Any period of incapacity due to pregnancy, or for prenatal care.

**Chronic Condition Requiring Treatments**

A chronic condition that:

- Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under the direct supervision of a health care provider.
- Continues over an extended period of time (including recurring episodes of a single underlying condition) *and*
- May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

**Permanent/Long-Term Condition Requiring Supervision**

A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal states of a disease.

**Multiple Treatment (Non-Chronic Conditions)**

Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity or more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) and kidney disease (dialysis).