

ORDINANCE NO. 4106

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Public Safety Employees Local 519 - Commissioned; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Public Safety Employees Local 519 - Commissioned and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1979 through and including December 31, 1980.

INTRODUCED AND READ for the first time this 13th day of February, 1979.

PASSED this 26th day of February, 1979.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ruby Chow
Chairman

ATTEST:

Dorothy M. Owens
DEPUTY Clerk of the Council.

APPROVED this 1st day of March, 1979.

John D. Spillman
King County Executive

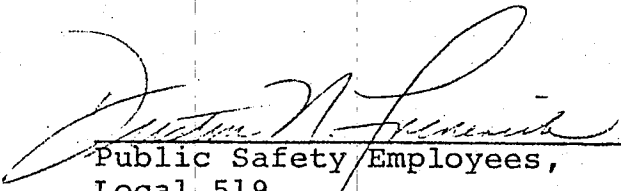
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KING COUNTY DIVISION OF PERSONNEL

MEMORANDUM

To: John D. Spellman, County Executive
From: Albert G. Ross, Personnel Manager
Subject: COLLECTIVE BARGAINING AGREEMENT

Public Safety Employees, Local 519 and the County negotiating Team, having completed the attached Collective Bargaining Agreement for the Commissioned Personnel, hereby recommend it for approval of the Council by Ordinance and for your signature.


Public Safety Employees,
Local 519

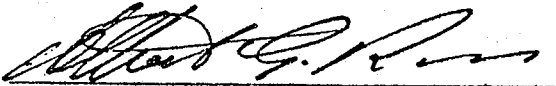

Albert G. Ross, Chairman
County Negotiating Team

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

ARTICLE I: PURPOSE

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

1 ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

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3 SECTION 1. The County Council recognizes the signatory
4 organization, certification No. 0-562, as representing those
5 employees whose job classifications are listed in the attached
6 Addendum A.

7 Section 2. It shall be a condition of employment that all
8 regular, full-time employees shall become members of the union
9 and remain members in good standing. Provided, that employees
10 with the rank of lieutenant who are not members of the union on
11 the effective date of this agreement shall not be required to
12 become members. Timely payment of regular union dues will
13 constitute membership in good standing for the purpose of this
14 article.

15 It shall also be a condition of employment that regular,
16 full-time employees covered by this Agreement and hired on or
17 after its effective date shall, on the thirtieth day following
18 such employment, become and remain members in good standing in
19 the Union.

20 Provided, that employees with a bona fide religious objec-
21 tion to union membership and/or association based on the bona
22 fide tenets or teachings of a church or religious body of which
23 such employee is a member shall not be required to tender those
24 dues or initiation fees to the Union as a condition of employ-
25 ment. Such employee shall pay an amount of money equivalent to
26 regular union dues and initiation fee to a non-religious charity
27 mutually agreed upon between the public employee and the Union.
28 The employee shall furnish written proof that payment to the

1 agreed upon non-religious charity has been made. If the employee
2 and the Union cannot agree on the non-religious charity, the
3 Public Employment Relations Commission shall designate the chari-
4 table organization. It shall be the obligation of the employee
5 requesting or claiming the religious exemption to show proof to
6 the Union that he/she is eligible for such exemption.

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

9 Section 3. Dues Deduction. Upon receipt of written autho-
10 rization individually signed by a bargaining unit employee, the
11 County shall have deducted from the pay of such employee, the
12 amount of dues as certified by the secretary of the signatory
13 organization and shall transmit the same to the treasurer of the
14 signatory organization.

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

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

26 Section 5. The County will transmit to the Union a current
27 listing of all employees in the bargaining unit within thirty (30)
28 days of request for same but not to exceed twice per calendar year.

1 Such list shall include the name of the employee, classification,
2 department and salary.

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1 ARTICLE III: RIGHTS OF MANAGEMENT

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The management of the County and the direction of the work force is vested exclusively in the County subject to terms of this Agreement. All matters not specifically and expressly treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine.

Nothing in this Agreement shall prohibit the utilization of commissioned police officers to perform duties as required by the Department of Public Safety, however, it is the intent of the Department of Public Safety, whenever possible, to fill civilian classifications with civilians.

The Sheriff-Director will establish and maintain for the duration of this Agreement a policy advisory committee for the purpose of reviewing current department policies and procedures and making recommendations to the Sheriff-Director regarding any policy or procedural changes. The committee will be comprised of representatives from all areas of the department provided that no one above the rank of Lieutenant will be placed on the committee.

Issues arising out of the Policy Advisory Committee shall not be a proper subject for the grievance procedure, unless they are properly grieved as a result of a specific provision of this agreement.

1 ARTICLE IV: HOLIDAYS

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3 The County shall observe the following as paid holidays:

4 COMMONLY CALLED:

5 First day of January	New Year's Day
6 12th day of February	Lincoln's Birthday
7 Third Monday of February	Washington's Birthday
8 Last Monday of May	Memorial Day
9 Fourth day of July	Independence Day
10 First Monday of September	Labor Day
11 11th day of November	Veteran's Day
12 Fourth Thursday of November	Thanksgiving Day
13 Friday following the fourth 14 Thursday in November	
15 25th day of December	Christmas Day

16 All employees shall take holidays on the day of observance
17 unless their work schedule requires otherwise for continuity of
18 service, in which event, they shall be paid one and one-half
19 (1-1/2) times the regular pay for all hours worked on the
20 holiday in addition to holiday pay.

21 In addition to the above, each employee will have two (2)
22 personal holidays. These holidays will be administered through
23 the vacation plan and will be added on the first payday in
24 October and November of each year.
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1 ARTICLE V: VACATIONS

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3 Section 1. Regular, full-time employees shall receive
4 vacation benefits as indicated in the following table:

5	Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
7	Upon completion of one (1) year of service		(80 hrs.) 10 days	
9	More than one (1) but less than three (3) years of continuous service	(6.66 hrs.) .833 days	(80 hrs.) 10 days	(160 hrs.) 20 days
11	Less than twelve (12) years of continuous service			
13	More than three (3) years of continuous service	(10 hrs.) 1.25 days	(120 hrs.) 15 days	(240 hrs.) 30 days
15	Twelve (12) years or more of continuous service	(13.33 hrs.) 1.66 days	(160 hrs.) 20 days	(320 hrs.) 40 days

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18 For purposes of this section, one (1) day of vacation pay
19 shall be computed as 1/260 of the employee's annual salary in
20 effect at the time of vacation or upon termination, and for pay-
21 roll purposes, a year shall be considered to contain 2,080 hours.
22 (Thereby, annual salary divided by 2,080 will result in the
23 hourly rate for purposes of this section.)

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25 Section 2. Employees with one or more continuous years of
26 service shall accrue vacation benefits monthly.

27

28 Section 3. Vacation benefits for regular, part-time employ-
ees will be established based upon the ratio of hours actually
worked (less overtime) to a standard work year. For Example:

1 If a regular, part-time employee normally works four hours
2 per day in a department that normally works eight hours per day,
3 then the part-time employee would be granted four-eighths of the
4 vacation benefit allowed a full-time staff member with an equiva-
5 lent number of years service.

6 Section 4. No person shall be permitted to work for compen-
7 sation for the County in any capacity during the time when vaca-
8 tion benefits are being drawn.

9 Section 5. Vacation may be used in one-hour increments at
10 the discretion of the department director or his appointed
11 designee.

12 Section 6. Upon termination for any reason, the employee
13 will be paid for unused vacation credits up to the maximum allow-
14 able accumulated vacation.

15 Section 7. Extra help employees will not be granted
16 vacation benefits.

17 Section 8. No employee shall earn the equivalent of a
18 month's vacation credit during a month when the employee is
19 absent without pay more than three (3) working days, provided,
20 however, that discipline resulting in suspension not exceeding
21 ten (10) working days shall not serve to reduce vacation credit.
22 An employee shall not be granted vacation benefits if not
23 previously accrued.

24 Section 9. In cases of separation by death, payment of
25 unused vacation benefits shall be made to the employee's estate,
26 or in applicable cases, as provided by RCW, Title 11.

27 Section 10. Employees may continue to accrue additional
28 vacation beyond the maximum specified herein if, as a result of

1 cyclical workloads or work assignments, accrued vacation will be
 2 lost. Employees who leave King County employment for any reason
 3 will be paid for their unused vacation up to the maximum
 4 specified herein. Employees shall forfeit the excess accrual
 5 prior to December 31st of each year.

6 Section 11. In accordance with past practice, vacation
 7 shall be granted on a seniority basis within each shift, squad or
 8 unit and shall be taken at the request of the employee with the
 9 approval of the Division Commander. Employees who are transferred
 10 involuntarily, and who have already had their vacation request
 11 approved by their Division Commander will be allowed to retain
 12 that vacation period regardless of their seniority within the
 13 new shift, squad or unit to which they are transferred.

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1 ARTICLE VI: SICK LEAVE

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3 Section 1. Every regular, full-time employee shall accrue
4 sick leave benefits at the rate of one work day for each month in
5 County service.

6 Section 2. No employee shall earn sick leave credit during
7 a month when the employee is absent without pay more than three
8 (3) working days, provided, however, that discipline resulting
9 in suspension not exceeding ten(10) working days shall not serve
10 to reduce sick leave credit.

11 Section 3. Every regular, part-time employee shall receive
12 sick leave benefits proportionate to the employee's regular work
13 day. For example: If a part-time employee normally works four
14 hours per day and the department's normal work day is eight hours,
15 the employee will receive four hours of sick leave benefits for
16 the month.

17 Section 4. Extra help employees receive no sick leave
18 benefits.

19 Section 5. After six months of full-time service, a regular
20 employee may, at his division manager's discretion, be permitted
21 to use up to one-half of his accruing vacation (5 days) as an
22 essential extension of used sick leave. If an employee does not
23 work a full 12 months, any vacation credit used for sick leave
24 must be reimbursed to the County upon termination.

25 Section 6. Sick leave shall accrue on a monthly basis
26 starting with the first of the month following the month the
27 employee commenced employment. An employee is not entitled to
28 sick leave if not previously earned.

1 Section 7. Sick leave may be used in one-hour increments
2 at the discretion of management.

3 Section 8. There shall be no limit to the hours of sick
4 leave accrued by an employee.

5 Section 9. Sick leave benefits are provided in order that
6 the employee's wages may be protected in cases where health is
7 poor or medical attention is required. Management is responsible
8 for the proper administration of this benefit.

9 Section 10. Separation from King County employment, except
10 by retirement or reason of temporary lay-off due to lack of work
11 or funds, shall cancel all sick leave currently accrued to the
12 employee. Should the employee resign in good standing and return
13 to the County within two years, accrued sick leave shall be
14 restored.

15 Section 11. Accrued sick leave may be used for absence due
16 to temporary disability caused or contributed by pregnancy.

17 Section 12. Sick leave because of an employee's physical
18 incapacity will not be approved when the injury is directly
19 traceable to simultaneous employment other than with the County
20 of King, unless performing his responsibilities as a Police
21 Officer.

22 Section 13. King County will reimburse those employees who
23 have at least five (5) years service and retire as a result of
24 length of service or who terminate by death, twenty-five percent
25 (25%) of their unused, accumulated sick leave to a maximum of
26 thirty (30) days. All payments shall be made in cash, based on
27 the employee's base rate, and there shall be no deferred sick
28 leave reimbursement.

1 Section 14. Employees injured on the job cannot simulta-
2 neously collect sick leave and workman's compensation payments
3 greater than net regular pay of the employee. Administrative
4 rules will be established to allow for payments equal to net
5 regular pay of employees qualifying under workman's compensation.

6 Section 15. Family Care and Death.

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

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

14 c. Three (3) sick leave days of absence from the job may be
15 granted to an employee due to a requirement to care for immediate
16 family members who are seriously ill. Up to one day's absence
17 may be authorized for a male employee to be at the hospital on
18 the day of the birth of his child.

19 d. In cases of family care where no sick leave benefit
20 exists, the employee may be granted leave without pay.

21 e. In the application in any of the foregoing provisions,
22 when a holiday or regular day off falls within the prescribed
23 period of absence, it shall not be charged.

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ARTICLE VII: WAGE RATES

Section 1. Wage rates shall be in accordance with the job classifications as listed in Addendum A.

Section 2. Qualified personnel assigned to the Bomb Disposal Squad on a full-time basis shall be compensated an additional ten percent (10%) per month of the Patrolman I, Step 1 rate for all time while so assigned.

Section 3. Employees assigned as Motorcycle Patrolmen for at least one full month will receive an additional three percent (3%) per month of the Patrolman I, Step 1 rate while so assigned.

Section 4. Employees assigned as Skin Divers continuously for at least one full month will receive an additional three percent (3%) per month of the Patrolman I, Step 1 rate while so assigned.

Section 5. All personnel who are not required to wear a uniform shall receive a clothing allowance of \$12.50 per month.

1 ARTICLE VIII: OVERTIME

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3 Section 1. Except as otherwise provided in this article,
4 employees on a five-day schedule shall be paid at the rate of
5 time and one-half for all hours worked in excess of eight (8) in
6 one day inclusive of lunch period, or forty (40) in one week. An
7 employee on a four-day schedule shall be paid at the rate of time
8 and one-half for all hours worked in excess of ten (10) in one
9 day, inclusive of lunch period, or forty (40) in one week.

10 Section 2. A minimum of two (2) hours at the overtime rate
11 shall be allowed for each callout. Where such overtime exceeds
12 two (2) hours, the actual hours worked shall be allowed at the
13 overtime rate. The actual hours worked shall be computed from
14 the time the officer leaves home until the time the officer
15 returns home, such time to be computed using the most direct
16 route available.

17 Section 3. All overtime shall be authorized by the Depart-
18 ment Director or his designee in writing. Saturday and Sunday
19 work is not overtime when it is a regularly scheduled work day
20 for the individual crew.

21 Section 4. Emergency work at other than the normal
22 scheduled working hours, or special scheduled working hours not
23 enumerated above, shall be credited as such. This unscheduled
24 and emergency overtime will be compensated as overtime, and in
25 the event this overtime work is accomplished prior to the normal
26 working hours and the employee subsequently works his regular
27 shift, his regular shift shall be compensated at regular time.

28 Section 5. Off duty court time occurring on a regularly

1 scheduled furlough day shall be compensated at a minimum of three
2 (3) hours; said time to be computed from the time the officer
3 leaves his home for court, including any time spent securing
4 evidence or other material necessary for the court appearance, to
5 the time he/she returns to his/her home, such time to be computed
6 using the most direct route available.

7 Second shift employees shall be compensated at a minimum of
8 three (3) hours for morning court at time and one-half; said time
9 to be computed from the time the officer leaves his home for court,
10 including any time spent securing evidence or other material
11 necessary for the court appearance, to the time he/she returns to
12 his/her home, such time to be computed using the most direct
13 route available.

14 Third shift employees shall be compensated at a minimum of
15 three (3) hours for morning and afternoon court at time and one-
16 half; said time to be computed from the time the officer leaves
17 his/her home for court, including any time spent securing evi-
18 dence or other material necessary for the court appearance, to
19 the time he/she returns to his/her home, such time to be computed
20 using the most direct route available.

21 Section 6. In those instances where the provisions of
22 Section 5 are not directly applicable, the following procedure
23 shall be used.

24 a. If an employee has court attendance on a regularly
25 scheduled work day and his/her scheduled shift begins or ends
26 more than two (2) hours from the time he/she attends court,
27 he/she will be compensated at a minimum of three (3) hours at
28 time and one-half; said time to be computed from the time the

1 officer leaves his/her home for court, including any time spent
2 securing evidence or other material necessary for the court
3 appearance, to the time he/she returns to his/her home, such time
4 to be computed using the most direct route available.

5 b. If an employee has court attendance on a regularly
6 scheduled work day, and his/her scheduled shift begins or ends
7 less than two hours from the time that he/she attends court,
8 he/she will be compensated at the overtime rate for the period
9 from the beginning of court attendance until the start of his/her
10 scheduled shift, or from the end of his/her scheduled shift until
11 the end of court attendance, whichever applies. In these two
12 situations, employees will not be paid travel time for the dis-
13 tance to or from work; however, if court attendance occurs before
14 the employee's scheduled shift and the distance to court is
15 further than the employee would normally drive to their assigned
16 precinct; or if an employee must obtain evidence or other material
17 necessary to the court appearance, which requires travel in excess
18 of the normal distance they would drive to their assigned pre-
19 cinct, the following procedure shall be used: The employee will
20 drive to his/her assigned precinct, obtain a county vehicle and
21 use that vehicle to travel to court or pick up evidence, etc.
22 In these instances overtime compensation will begin at the time
23 the employee arrives at the precinct and picks up a county vehicle.
24 Similarly, if court attendance occurs after the employee's
25 scheduled shift and he/she must return evidence or other material
26 that was pertinent to the case, he/she will use a county vehicle
27 and will be paid the overtime rate until he/she is finished
28 returning the evidence and has arrived at his/her assigned pre-

1 cinct.

2 Section 7. The current King County mileage rate will not
3 be paid for attendance at King County Courts.

4 Section 8. Employees attending court will be compensated
5 at the overtime rate for fifteen (15) minutes prior to the time
6 stated on the subpoena. Any time spent in excess of this fifteen
7 (15) minute period must be authorized by the prosecutor in the
8 space provided on the Department overtime request form.

9 Section 9. For the purpose of calculating overtime compen-
10 sation, an employee's work week shall be defined as beginning with
11 the first day of work after a furlough day and continuing for a
12 total of seven (7) consecutive days. Also, the work day shall be
13 defined as beginning with the first hour of work and continuing
14 for a total of twenty-four (24) consecutive hours. Provided,
15 the above provisions will not apply during normal quarterly shift
16 rotation or in bona fide emergency situations.

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1 ARTICLE IX: HOURS OF WORK
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3 Section 1. The working hours affected by this Agreement
4 shall be the equivalent of forty (40) hours per week on an
5 annualized basis.

6 Section 2. The establishment of reasonable work schedules
7 and starting times is vested solely within the purview of
8 department management and may be changed from time to time
9 provided a two (2) week prior notice of change is given, except
10 in those circumstances over which the department cannot exercise
11 control. In the exercise of this prerogative, department manage-
12 ment will establish schedules to meet the dictates of the work-
13 load, however, nothing contained herein will permit split shifts.

14 Section 3. With management approval, work schedules may be
15 altered upon written request of the employee.
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1 ARTICLE X: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS
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3 King County presently participates in group medical, dental
4 and life insurance programs. The County agrees to maintain
5 level of benefits in these plans for the duration of this
6 Agreement. Additional benefits shall become the subject of
7 negotiation for calendar year 1980 by either party, providing
8 written notice of its intention to do so no later than
9 November 1st of the preceding year.

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1 ARTICLE XI: MISCELLANEOUS

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

7 Section 2. All employees who have been authorized to use
8 their own transportation on County business shall be reimbursed
9 at the current rate of fifteen cents (15¢) per mile.

10 Section 3. Employees who are directly involved with
11 proceedings before the Civil Service Commission may be allowed
12 to attend without loss of pay provided prior permission is
13 granted by the department director or his designee.

14 Section 4. Employees who are elected to serve on the Union
15 negotiating committee shall be allowed time off from duty to
16 attend negotiating meetings with the County provided, however,
17 that the total cumulative time expended during negotiations
18 does not exceed two (2) man hours at County expense for every
19 one (1) hour of negotiations, and provided further, that prior
20 approval is granted by the department director.

21 Section 5. The Department Administration shall afford
22 Union representatives a reasonable amount of time while on
23 on-duty status to consult with appropriate management officials
24 and/or aggrieved employees, provided that the Union representa-
25 tive and/or aggrieved employees contact their immediate super-
26 visors, indicate the general nature of the business to be
27 conducted, request necessary time without undue interference
28 with assignment duties. Time spent on such activities shall

1 be recorded by the Union representative on a time sheet provided
2 by the supervisor. Union representatives shall guard against
3 use of excessive time in handling such responsibilities.

4 Section 6. Employees who suffer a loss or damage, in the
5 line of duty, to personal property and/or clothing, will have
6 same repaired or replaced at department expense.

7 Section 7. Off-duty employment shall be in accord with the
8 Department Manual provided, however, the Department shall not
9 require a 'hold harmless' agreement for such employment or
10 liability insurance of the off-duty employer.

11 Section 8. The Department will make available up to fifty
12 (50) rounds of practice ammunition per month for each Officer
13 provided the Officer uses this ammunition at the Department range
14 under supervised conditions on the Officer's own time at the
15 Officer's own expense. The Officer will turn in the used brass
16 after each practice.

17 Section 9. Employees shall have the right to examine their
18 personal history file upon request during normal business hours.

19 Section 10. All commissioned officers hired after January 1,
20 1974, shall be furnished required uniforms and equipment.
21 Commissioned officers hired prior to January 1, 1974, shall be
22 furnished all replacement items of uniforms and equipment on an
23 as needed basis.

1 ARTICLE XII: GRIEVANCE PROCEDURE

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

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

Section 1. Definition.

Grievance - An issue raised by an employee relating to the interpretation of his rights, benefits, or conditions of employment as contained in this Agreement.

Section 2. Procedure.

Step 1 - A grievance shall be verbally presented by the aggrieved employee, and his representative if the employee wishes, within 14 calendar days of the occurrence of such grievance, to the employee's immediate foreman or supervisor. The immediate foreman or supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within three working days. If a grievance is not pursued to the next level within three working days, it shall be presumed resolved.

Step 2 - If, after thorough discussion with the immediate foreman or supervisor, the grievance has not been satisfactorily resolved, the employee and his representative shall reduce the

1 grievance to writing, outlining the facts as they are understood.
 2 The written grievance shall then be presented to the division
 3 manager for investigation, discussion and written reply. The
 4 division manager shall make his written decision available to
 5 the aggrieved employee within ten working days. If the grievance
 6 is not pursued to the next higher level within five working days,
 7 it shall be presumed resolved.

8 Step 3 - If, after thorough evaluation, the decision of
 9 the division manager has not resolved the grievance to the
 10 satisfaction of the employee, the grievance may be presented to
 11 the department director or office manager. All letters, memo-
 12 randa and other written materials previously submitted to lower
 13 levels of supervision shall be made available for the review and
 14 consideration of the department director or office manager. He
 15 may interview the employee and/or his representative and receive
 16 any additional related evidence which he may deem pertinent to
 17 the grievance. He shall make his written decision available
 18 within ten working days. If the grievance is not pursued to the
 19 next higher level within five working days, it shall be presumed
 20 resolved.

21 Step 4 - If, after thorough evaluation, the decision of the
 22 department director or office manager has not resolved the
 23 grievance to the satisfaction of the employee, the grievance may
 24 be presented to a committee comprised of one representative from
 25 the Union, one representative from the department and the Person-
 26 nel Manager or his designee, who shall also act as Chairman. The
 27 Union representative and/or the department representative may be
 28 subject to challenge for cause.

1 This committee shall convene a hearing for the purpose of
 2 resolving the grievance. Both parties to the grievance shall be
 3 entitled to call witnesses on their behalf, and all such hearings
 4 shall be closed for the purpose of maintaining confidentiality,
 5 unless otherwise mutually agreed to. The committee shall render
 6 a decision within ten (10) working days.

7 Step 5 - Either the County or the Union may request arbitra-
 8 tion within 30 days of conclusion of Step 4, and must specify the
 9 exact question which it wishes arbitrated. The parties shall
 10 then select a third disinterested party to serve as an arbitrator.
 11 In the event that the parties are unable to agree upon an arbitra-
 12 tor, then the arbitrator shall be selected from a panel of seven
 13 arbitrators furnished by the American Arbitration Association.
 14 The arbitrator will be selected from the list by both the County
 15 representative and the Union, each alternately striking a name
 16 from the list until one name remains. The arbitrator, under
 17 voluntary labor arbitration rules of the Association, shall be
 18 asked to render a decision promptly and the decision of the
 19 arbitrator shall be final and binding on both parties.

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

24 The arbitrator's fee and expenses and any court reporter's
 25 fee and expenses shall be borne equally by both parties. Each
 26 party shall bear the cost of any witnesses appearing on that
 27 party's behalf.

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

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

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

9 Section 3. If employees have access to multiple procedures
10 for adjudicating grievances, the selection by the employee of
11 one procedure will preclude access to other procedures; selection
12 is to be made no later than at the conclusion of Step 3 of this
13 grievance procedure.

14 Section 4. No employee may be discharged, suspended without
15 pay, or disciplined in any way except for just cause. If a
16 grievance is filed, disciplinary action will not be executed
17 until the conclusion of Step 4 of the Grievance Procedure. In
18 those instances where disciplinary action is based on reasonable
19 evidence of the commission of a crime, or the proposed discipline
20 involves termination of the employee, Step 4 of the Grievance
21 Procedure will be initiated immediately, and the Personnel Manager
22 or his designee shall convene the appropriate committee within
23 five (5) working days of the date the employee is accused of the
24 violation or is relieved of duty.

25 Section 5. No employee may be suspended without pay unless
26 he/she has first received one (1) written reprimand relating to
27 his/her previous work or conduct. No employee may be discharged
28 unless he/she has first received a suspension relating to his/her

1 previous work or conduct. ALL previous disciplinary action in
2 an employee's record may be evaluated and considered in a dis-
3 ciplinary action.

4 The following chart illustrates the disciplinary options
5 available: The option selected will depend upon the Department's
6 assessment of the severity of the infraction.

7	1 First Offense	Verbal Reprimand Written Reprimand
8	2 Second Offense	Verbal Reprimand Written Reprimand Suspension
9		
10	3 Third Offense	Verbal Reprimand Written Reprimand Suspension Discharge
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12		

13 Section 6. The aforementioned Section 5 shall not apply if
14 a Department investigation results in sustained charges in any
15 of the following categories:

- 16 (a) Making false or fraudulent statements or inducing others
17 to do so.
- 18 (b) Conviction of a felony or an inherently dangerous mis-
19 demeanor as defined in R.C.W. 9.41.025(4).
- 20 (c) Taking or giving a bribe or "payoff" in any form.
- 21 (d) Willful, wanton and excessive or unnecessary use of
22 force against any person.
- 23 (e) Intoxication while on duty; pertaining to alcoholic
24 beverages and/or drugs.
- 25 (f) Intoxication while off duty which results in a criminal
26 conviction.
- 27 (g) Continued absence from duty without leave.
- 28 (h) Willful violation of the rules and regulations of the

- 1 Department, or the Civil Service Regulations.
- 2 (i) Willful violation of any lawful and reasonable regula-
3 tion, order or direction made or given by a superior
4 where such violation has amounted to insubordination
5 or serious breach of proper discipline or has resulted
6 in loss or injury to the County or public.
- 7 (j) An attempt to induce any employee of the County to
8 commit any illegal act or act in violation to any lawful
9 or reasonable Department regulations.
- 10 (k) Failure to cooperate in Department investigations.
- 11 (l) Accepting from any person any gratuity, fee, commission,
12 loan, reward, or gift whatsoever, for services rendered
13 incident to duty as a County employee, except such
14 rewards as may be approved by the appropriate Depart-
15 ment Director.

16 Section 7. All new employees must serve a probationary
17 period as defined in R.C.W. 41.14 and Civil Service Rules.
18 Sheriff's Civil Service Rules specify that the probationary
19 period is an extension of the hiring process; therefore, the
20 provisions of this Article will not apply to employees if they
21 are discharged during their initial probationary period. Griev-
22 ances brought by probationary employees involving issues other
23 than discharge may be processed in accordance with this Article.

24 Section 8. Inasmuch as this is an agreement between the
25 County and the Union, no individual may, without union concur-
26 rence, make use of the provisions of this article.

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ARTICLE XIII: BULLETIN BOARDS

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

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ARTICLE XIV: EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Union shall not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age or sex, except as otherwise provided by law.

ARTICLE XVI: WORK STOPPAGE AND EMPLOYER PROTECTIONS

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

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

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

1. Discharge.

1 ARTICLE XV: SAVINGS CLAUSE

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

1 ARTICLE XVII: WAIVER CLAUSE

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

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

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ARTICLE XVIII: REDUCTION-IN-FORCE

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

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

ARTICLE XIX: TRANSFERS

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

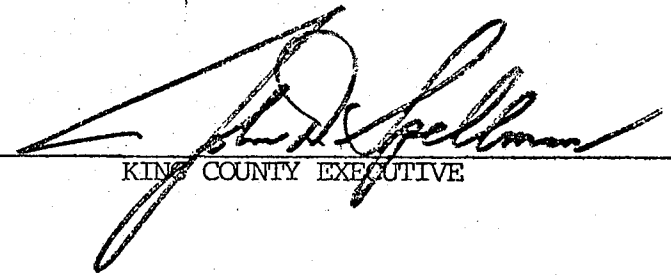
Section 2. When an employee is transferred or reassigned involuntarily and such transfer or reassignment produces significant hardship on the employee or his/her family due to excess travel time, expense, or other factors, the Department will give full consideration to these factors and respond to viable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

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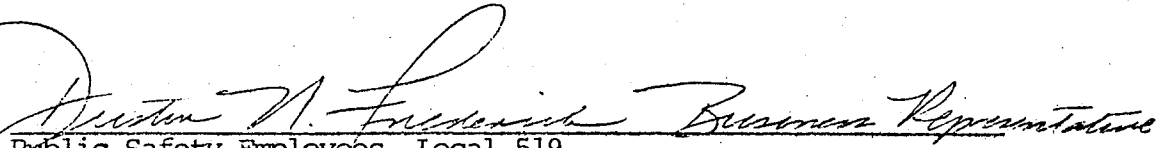
ARTICLE XX: DURATION

This Contract shall cover a two-year period. All present provisions as negotiated for by the parties shall continue in full force and effect for the period January 1, 1979 to December 31, 1980, except that the general wage adjustment for January 1, 1980 to December 31, 1980 shall be renegotiated at the request of either party by written notice delivered no later than November 1, 1979 and shall be subject to the binding arbitration provisions of R.C.W. 41.56.

APPROVED this _____ day of _____, 1979.


KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:


Public Safety Employees, Local 519

ADDENDUM A

Section 1. Effective January 1, 1979, through midnight, April 30, 1979, wage rates shall be in accordance with the following schedule:

	<u>Start</u>	<u>12 Mos.*</u>	<u>24 Mos.*</u>	<u>36 Mos.*</u>	<u>54 Mos.*</u>
Police Officer	\$1320.82	\$1437.56	\$1503.68	\$1566.97	\$1648.55
		<u>6 Mos.*</u>	<u>12 Mos.*</u>		
Sergeant	\$1769.53	\$1828.60	\$1894.71		
Lieutenant	\$1994.58	\$2087.43	\$2180.26		

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

Effective May 1, 1979 and each succeeding four months thereafter, the base wages as indicated above shall be increased by .3% for each 1% rise, or fraction thereof, in the Seattle area CPI-W. Such amendments shall be computed and attached to this agreement at the appropriate time.

Section 2. Longevity/Education Incentive. Effective January 1, 1978, employees covered by the agreement shall receive longevity/education incentive payment in accordance with the following schedule:

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MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE													
	2	3	4	5	6	7	8	9	10	11	12	13	14
Longevity				1%	2%	3%	4%	5%	6%	7%	8%	9%	10%
Associate Degree			2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
Bachelor's Degree		3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%
Master's Degree	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%

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NOTE: The above percentage rates are based upon the starting police officer rate.

In order to determine the percentage rate that an individual employee is eligible to receive, first use the table to locate the minimum years of law enforcement experience, then move down the table until you reach the appropriate educational level of the specific employee. The percentage rate listed in the box is the total amount of incentive pay. For example, an employee with seven (7) years of service who has an Associate Degree would receive incentive pay equal to 5% of the starting police officer rate.

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

1 1977 arbitration award.

2 Effective January 1979 the application of this section is
3 as follows. The amounts will be adjusted every 4 months as the
4 cost of living escalator is applied to the starting police
5 officer rate.

6	1% of a starting Police Officer rate = \$ 13.21
7	2% of a starting Police Officer rate = \$ 26.42
8	3% of a starting Police Officer rate = \$ 39.62
9	4% of a starting Police Officer rate = \$ 52.83
10	5% of a starting Police Officer rate = \$ 66.04
11	6% of a starting Police Officer rate = \$ 79.25
12	7% of a starting Police Officer rate = \$ 92.46
13	8% of a starting Police Officer rate = \$105.67
14	9% of a starting Police Officer rate = \$118.87
15	10% of a starting Police Officer rate = \$132.08
16	11% of a starting Police Officer rate = \$145.29
17	12% of a starting Police Officer rate = \$158.50
18	13% of a starting Police Officer rate = \$171.71
19	14% of a starting Police Officer rate = \$184.91
20	15% of a starting Police Officer rate = \$198.12
21	16% of a starting Police Officer rate = \$211.33

22
23 Section 3. Standby. The employer and the Union agree that
24 the use of off-duty standby time shall be minimized consistent
25 with sound law enforcement practices and the maintenance of
26 public safety. Off-duty standby assignments shall be for a
27 fixed pre-determined period of time. Employees formally placed
28 on off-duty standby status for unusual occurrences shall be

1 compensated on the basis of 50% of straight time pay. If the
2 employee is actually called back to work, the off-duty standby
3 premium shall cease at that time. Thereafter, normal overtime
4 rules shall apply. Personnel assigned County vehicles shall
5 not be deemed as being on standby status unless specifically
6 assigned to standby status.

7 Section 4. Longevity payments shall be subject to retire-
8 ment benefits. Premiums paid for Educational Incentive are
9 considered "special pay" and not subject to retirement benefit
10 calculations.

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ADDENDUM BDEFINITIONS

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

1. Department:

King County Department of Public Safety

2. Department Manual:

King County Department of Public Safety Manual

3. Immediate Family:

Immediate family is construed to mean persons related to an employee by blood or marriage or legal adoption as follows: Grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister, grandchild, and any persons for whose financial or physical care the employee is principally responsible.

4. Party:

Either King County or Public Safety Employees, Local 519.

5. Extra Help Position:

A position intended to be occupied on less than a year round basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief and other situations involving fluctuating staff.

6. Extra Help Employee:

An employee in an extra help position, and paid on an hourly basis without Civil Service or Career Service status, vacation, sick leave or other benefits.

7. Regular Part-Time Position:

A position normally requiring the services of an employee for less than a standard work week.