

August 9, 1994
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Introduced by BRIAN DERDOWSKI

Proposed No. 94-527

ORDINANCE NO. 11472

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and King County Police Officers' Guild, representing employees in the Department of Public Safety; 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 King County Police Officers' Guild, representing employees in the department of public safety 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, 1994, through and including December 31, 1996.

INTRODUCED AND READ for the first time this 29th day of August, 1994.

PASSED by a vote of 12 to 0 this 6th day of September, 1994.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Puller
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 12th day of September, 1994.

Amy Lohr
King County Executive

Attachment:
Collective Bargaining Agreement

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AGREEMENT BETWEEN
KING COUNTY POLICE OFFICERS' GUILD
AND
KING COUNTY

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AGREEMENT BETWEEN
KING COUNTY POLICE OFFICERS' GUILD
AND
KING COUNTY

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.

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

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4 **Section 1. Recognition:** The County Council recognizes the signatory organization as
5 representing those employees certified by the Public Employment Relations Commission as being
6 within the bargaining unit. This contract shall govern the working conditions for Guild members
7 while they are working for the Department of Public Safety. The parties recognize that the Guild
8 is the bargaining representative for all police work performed by bargaining unit members.

9 **Section 2. Guild Membership:** It shall be a condition of employment that all regular, full-
10 time employees shall become members of the Guild and remain members in good standing or pay
11 an agency fee to the Guild for their representation to the extent permitted by law.

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

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

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2 **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by
3 a bargaining unit employee, the County shall deduct from the pay of such employee, the amount
4 of dues as certified by the secretary of the signatory organization and shall transmit the same to
5 the treasurer of the signatory organization.

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

11 **Section 4. Notification to New Employees:** The County will require all new employees,
12 hired in a position included in the bargaining unit, to sign a form (in triplicate), which will inform
13 them of the Guild's exclusive recognition.

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

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2 ARTICLE 2: MANAGEMENT'S RIGHTS

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

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

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ARTICLE 3: HOLIDAYS

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

	<i>Commonly Called:</i>
First day of January	New Year's Day
Third Monday of January	Martin Luther King Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth	Day after Thanksgiving
Thursday in November	
25th day of December	Christmas Day

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

Section 2. Holidays - Employees on a 5/2 Schedule: Employees working a 5/2 schedule with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on the day of observance shall be at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay.

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

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a) Holidays - Employees on a 5/2, 5/3 Schedule: Employees working a 5/2, 5/3 schedule whose work shift begins on the specific holiday date as specified in Section 1, shall receive four (4) hours additional compensation at the straight time rate.

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

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1 **ARTICLE 4: VACATIONS**

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

5 Years of 6 Continuous 7 Service	8 Monthly 9 Vacation 10 Credit	11 Equivalent 12 Annual 13 Vacation 14 Credit	15 Maximum 16 Vacation 17 Accumulation 18 Allowed
19 Upon Completion of 20 one (1) year of service		(80 hrs.)	
21 More than one (1) but 22 less than three (3) 23 years of continuous 24 service	(6.66 hrs.) .833 days	(80 hrs.) 10 days	(160 hrs.) 20 days
25 More than three (3) 26 years of continuous 27 service	(10 hrs.) 1.25 days	(120 hrs.) 15 days	(240 hrs.) 30 days
28 More than Twelve (12) years of continuous service	(13.33 hrs.) 1.66 days	(160 hrs.) 20 days	(320 hrs.) 40 days
More than twenty (20) years of continuous service	(14 hrs.) 1.75 days	(168 hrs.) 21 days	(320 hrs.) 40 days
More than twenty-two (22) years of continuous service	(14.66 hrs.) 1.83 days	(176 hrs.) 22 days	(320 hrs.) 40 days
More than twenty-four (24) years of continuous service	(15.33 hrs.) 1.91 days	(184 hrs.) 23 days	(320 hrs.) 40 days
More than twenty-six (26) years of continuous service	one additional day for every two years of continuous service in excess of 24 years of continuous service		(320 hrs.) 40 days

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2 **Section 2. Probationary Employees:** At the end of one year of continuous employment
3 with the Department, employees shall receive eighty (80) hours of vacation credit. Probationary
4 employees are not entitled to the use of vacation hours during the first year of employment,
5 except as provided in Article 6, Section 4 of this Agreement.

6 **Section 3. Monthly Accrual:** Employees with one or more continuous years of service
7 shall accrue vacation benefits monthly.

8 **Section 4. Outside Employment:** No employee shall be permitted to work for
9 compensation for the County in any capacity during the time when the employee is on vacation,
10 except that the provisions of this section shall not apply to employees who, in their capacity as
11 commissioned police officers, provide security for Kingdome events, King County parks and the
12 King County Fair.

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

15 **Section 6. Loss of Monthly Accrual:** No employee shall earn the equivalent of a month's
16 vacation credit during a month when the employee is absent without pay more than three (3)
17 working days, provided, however, that discipline resulting in suspension not exceeding ten (10)
18 working days shall not serve to reduce vacation credit. An employee shall not be granted
19 vacation benefits if not previously accrued.

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

23 **Section 8. Forfeiture of Vacation:** All employees shall use or forfeit excess vacation
24 accrual prior to December 31, of the year in which the excess was accrued, provided that,
25 employees may continue to accrue additional vacation beyond the maximum herein if prior to
26 October 1, of that year, the employee notifies his/her supervisor that he/she has vacation accruals
27 beyond the maximum specified herein. The supervisor and the employee will meet and schedule

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2 leave time at the mutual convenience of the employee and the County. If the employee and
3 employer cannot agree on a mutually convenient schedule, the leave will be scheduled by the
4 employer. If the supervisor is unable to schedule the leave, the employee will be allowed to carry
5 the excess leave over to the following year. Employees who leave King County employment for
6 any reason will be paid for their unused vacation up to the maximum specified herein, except that
7 employees who become disabled and retire as a result thereof shall be paid for all unused vacation.

8 **Section 9. Vacation Scheduling - Seniority Basis:** Vacation shall be granted on a
9 Departmental seniority basis within each shift, squad or unit and shall be taken at the request of
10 the employee with the approval of the Division Commander or designee. Employees who are
11 transferred involuntarily, and who have already had their vacation request approved will be
12 allowed to retain that vacation period regardless of their seniority within the new shift, squad or
13 unit to which they are transferred. If the Employer cancels vacation once vacation has been
14 approved and the affected employee has incurred non-refundable or unusable expenses in planning
15 for the same, the employee shall be reimbursed by the County for those expenses. Any employee
16 called back to duty once vacation has begun shall be reimbursed for round trip transportation
17 costs in returning to duty.

18 **Section 10. Vacation Payoff Upon Termination:** Vacation payoff upon termination
19 from employment for any reason shall be calculated by utilizing the employee's base wages as set
20 forth in Addendum "A" and shall also include educational/longevity incentive pay but shall not
21 include any other premium pay as set forth in Article 7. The hourly rate shall be determined by
22 dividing the annual rate of pay by the number of work hours in that year. For example, there are
23 2088 hours of work in 1991 for those on a 40 hour per week schedule.

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

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

9 **Section 2. SLLB Use:**

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

18 b) If the local disability board denies disability benefits or retirement benefits, the
19 Department of Public Safety will reinstate the employee on the day the decision of the LEOFF
20 Board is received by the Department.

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

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

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Section 4. Family Care and Bereavement Leave:

a) *Bereavement Leave:* Regular, full time LEOFF I employees shall be entitled to three (3) days (24 hours) of bereavement leave for each death of a member of the employee's immediate family. In the event that King County adopts an Ordinance which provides bereavement benefits which are more favorable than those contained in this contract, the County will offer such new provisions to the Guild.

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

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

d) *Immediate Family:* Immediate family means persons related by blood or marriage to an employee as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child, brother, sister, grandchild, and any persons for whose financial or physical care the employee is principally responsible including domestic partners as defined by King County Ordinance.

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

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

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4 **Section 1. Monthly Accrual:** Every LEOFF II employee in a regular full time position
5 shall accrue sick leave benefits at the rate of eight (8) hours per month; except that sick leave shall
6 not begin to accrue until the first of the month following the month in which the employee
7 commenced employment. The employee is not entitled to sick leave if not previously earned.

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

- 10 a) Employee illness;
- 11 b) Noncompensable injury of an employee (e.g., those injuries generally not eligible
12 for worker's compensation payments);
- 13 c) Employee disability due to pregnancy or childbirth;
- 14 d) Employee exposure to contagious diseases and resulting quarantine;
- 15 e) Employee keeping medical, dental, or optical appointments.

16 **Section 3. Loss of Monthly Accrual:** No employee shall earn sick leave credit during a
17 month when the employee is absent without pay more than three (3) working days (24 hours),
18 provided however, that discipline resulting in suspension not exceeding ten (10) working days
19 shall not serve to reduce sick leave credit.

20 **Section 4. Use of Sick Leave in Lieu of Vacation - Probationary Employees:** After six
21 (6) months of full time service, a regular employee may, at management's discretion, be permitted
22 to use up to one-half of his/her accruing vacation (5 days)(40 hours) as an essential extension of
23 used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used
24 for sick leave must be reimbursed to the County upon termination.

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

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

4 **Section 7. Doctor's Certificate:** Management is responsible for the proper administration
5 of this benefit. A doctor's certificate verifying illness or inability to perform work may be required
6 of an employee for any sick leave use when the County has cause to believe there has been an
7 abuse of sick leave. The County will make a reasonable effort to notify an employee prior to
8 his/her return to work that a doctor's certificate will be required.

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

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

17 **Section 10. Sick Leave Cashout Upon Retirement or Death:** King County will
18 reimburse those employees who have at least five (5) years service and retire as a result of length
19 of service or who terminate by death, twenty-five percent (25%) of their unused, accumulated
20 sick leave to a maximum of thirty (30) days. All payments shall be made in cash, based on the
21 employee's base rate as set forth in Addendum "A", and there shall be no deferred sick leave
22 reimbursement.

23 **Section 11. Sick Leave Incentive:** In January of each calendar year, employee sick leave
24 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of
25 personal or family care sick leave in the preceding calendar year and who have been continuously
26 employed during that entire calendar year, shall be rewarded by having sixteen (16) additional
27 hours credited to their regular vacation account. Employees who have used more than sixteen but

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2 less than thirty-three (33) combined leave hours shall have eight (8) additional hours credited to
3 their regular vacation account. The additional vacation credits specified herein shall not affect
4 accrued sick leave amounts. In calculating this benefit, sick leave used for on-duty injuries or
5 occupational illness shall not be counted.

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

9 **Section 13. Family Care and Death:**

10 **a) Bereavement Leave:** Regular, full time LEOFF II employees shall be entitled to three
11 (3) days (24 hours) of bereavement leave a year due to death of a member of the employee's
12 immediate family. Regular, full time employees who have exhausted their bereavement leave,
13 shall be entitled to use sick leave in the amount of three (3) days (24 hours) for each instance
14 when death occurs to a member of the employee's immediate family. In the event that King
15 County adopts an Ordinance which provides bereavement benefits which are more favorable than
16 those contained in this contract, the County will offer such new provisions to the Guild.

17 **b) Family Care Leave:** Employees may use sick leave for family care purposes in
18 accordance with King County Ordinance and State Law.

19 **Section 14. Immediate Family:** Immediate family is construed to mean persons related
20 by blood or marriage to an employee as follows: grandmother, grandfather, mother, father,
21 husband, wife, son, daughter, legally adopted child, brother, sister, grandchild, and any persons
22 for whose financial or physical care the employee is principally responsible.

23 **Section 15. Special Sick Leave:** All newly hired LEOFF II Police Officers shall be
24 provided with twenty-three (23) days special sick leave, which shall be used only to supplement
25 the employee's industrial insurance benefit should the employee be injured on the job during his or
26 her first calendar year on the job in accordance with the supplemental disability leave provisions of
27 state law. The special sick leave shall not be used until three (3) days of regular sick leave have

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2 been used for each incident of on-the-job injury. In the event there is no regular sick leave, the
3 special sick leave shall be immediately available for an on-the job injury. During the second year
4 of employment, and for all succeeding years, all LEOFF II Officers shall be provided with twenty-
5 three (23) days special sick leave which shall only be utilized in the circumstances as herein
6 described. Special sick leave is non-cumulative, but is renewable annually.

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

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

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

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1 ARTICLE 7: WAGE RATES

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3 **Section 1. Wages:**

4 a) *Wage rates for 1994* shall be as specified in Addendum A. Addendum "A" reflects an
5 increase of 2.5% over the rates paid on December 31, 1993.

6 b) *Effective January 1, 1995:* Wage rates in effect on December 31, 1994, shall be
7 increased by a percentage factor equal to 100% of the increase in the CPI-W, All Cities Index,
8 September 1993- September 1994; provided that the amount produced by application of the
9 foregoing shall not be less than 2% nor greater than 6%.

10 c) *Effective January 1, 1996:* Wage rates in effect on December 31, 1995, shall be
11 increased by a percentage factor equal to 100% of the increase in the CPI-W, All Cities Index,
12 September 1994 - September 1995; provided that the amount produced by application of the
13 foregoing shall not be less than 2% nor greater than 6%.

14 **Section 2. Flight pay:** Personnel assigned to flight duty on a full-time basis for at least
15 one full month shall be compensated an additional ten percent (10%) per month of the Police
16 Officer, Step #4, Addendum "A" for all time while so assigned.

17 **Section 3. Bomb Disposal Squad:** Qualified personnel assigned to the Bomb Disposal
18 Squad on a full-time basis shall be compensated an additional ten percent (10%) per month of the
19 Police Officer, Step #4, Addendum "A" for all time while so assigned.

20 **Section 4. Motorcycle Patrol:** Employees assigned to Motorcycle Patrol for at least one
21 full month will receive an additional three percent (3%) per month of the Police Officer, Step #4,
22 Addendum "A" for all time while so assigned.

23 **Section 5. Plain Clothes Premium:** Employees not required to wear a uniform for at
24 least one full month will receive an additional four percent (4%) per month of the Police Officer,
25 Step #4, Addendum "A" for all time while so assigned.

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2 **Section 6. Skin Divers:** Employees assigned as Skin Divers continuously for at least one
3 full month will receive an additional ten percent (10%) per month of the Police Officer, Step #4,
4 Addendum "A" for all time while so assigned.

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

8 **Section 8. Master Police Officer:** Master Police Officers will be compensated at a rate
9 which is five percent (5%) above the top step of the Police Officer pay range, exclusive of the
10 patrol premium set forth in Article 7, Section 9. Master Police Officers will collect MPO pay and
11 Patrol Pay simultaneously.

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

16 **Section 10. TAC 30 Pay:** Employees assigned to the TAC 30 team for at least one full
17 month will receive an additional ten percent (10%) of the Police Officer, Step #4, Addendum A
18 rate each month while so assigned.

19 **Section 11. Premium Limit:** No employee shall receive more than one (1) of the
20 premiums set forth above at any given time except as provided in Section 8 hereof.

21 **Section 12. Reinstatement:**

22 **a) Within One Year:** Employees who are reinstated pursuant to Civil Service Rules
23 within one calendar year of the date they left County service shall, upon reinstatement, be
24 compensated at Step 1 of their respective pay range. Upon successful completion of six (6)
25 months actual service, after reinstatement, they shall be compensated at the appropriate wage step
26 based upon their total service (prior service plus current service).

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2 **b) Reinstatement Within Two Years:** Employees who are reinstated pursuant to Civil
3 Service Rules within two (2) calendar years shall, upon reinstatement, be compensated at Step 1
4 of their respective range. Upon successful completion of twelve (12) months actual service, after
5 reinstatement, they shall be compensated at the appropriate wage step based upon their total
6 service (prior service plus current service).

7 **Section 13. Lateral Hires:** The department may hire officers with prior law enforcement
8 experience at a rate not to exceed where the officer would be placed on the wage scale had all of
9 his/her prior experience been with King County.

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2 **ARTICLE 8: OVERTIME**

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

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

12 **Section 2. Callouts:** A minimum of two (2) hours at the overtime rate shall be allowed
13 for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be
14 allowed at the overtime rate. The actual hours worked shall be computed from the time the
15 officer leaves home until the time the officer returns home, such time to be computed using the
16 most direct route available. The provisions of this section apply only when an officer is required
17 to return to work during a time he/she is not normally scheduled to work. If the overtime is
18 worked immediately prior to the normal scheduled shift, overtime shall be paid according to
19 Section 1 herein and the regular shift shall be compensated at the regular rate. Similarly, if an
20 officer is required to work beyond his or her scheduled shift, overtime shall be paid as per
21 Section 1.

22 **Section 3. Authorization of Overtime:** All overtime shall be paid when an Officer is
23 suffered or allowed to work. Time worked shall include telephone calls over ten minutes in length
24 regarding department business. Saturday and Sunday work is not contractual overtime when it is
25 a regularly scheduled work day. All overtime shall be authorized by the Department Director or
26 his designee in advance.
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2 Section 4. Minimum Overtime Payments: The following subsections depict the
3 minimum compensation for court appearances, pre-trial hearings, or conferences. Any additional
4 time beyond the minimums will be compensated at the overtime rate.

5 a) If the session starts less than two (2) hours before or after the shift, it will be
6 considered a shift extension for court. Officers will be compensated for the amount of time spent
7 before or after their shift.

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

12 c) Officers who are subpoenaed and scheduled by the Court and who appear for
13 court related hearings shall receive a minimum of 4 hours overtime at the rate of time and one-half
14 their regular rate of pay; provided officers who appear for a morning session which is continued
15 into the afternoon will be compensated from the time of arrival through dismissal from that court.
16 For example, an officer appearing at 0900 until 1430 would be paid overtime from 0900 to 1430
17 for a total 5-1/2 hours overtime.

18 d) Officers who are called in for court while on their vacation shall be placed on
19 overtime pay status and compensated for a full day's pay. In addition, their vacation accrual shall
20 be credited with an additional vacation day.

21 e) Court overtime outside normal duty hours while on sick leave will be paid just as
22 court overtime would be paid on a normal duty day. If court appearance hours go into what
23 would have been the normal working hours, overtime will not be paid for the portion when the
24 officer would normally have been working. The officer will deduct overlapping time from the sick
25 leave submitted. This time will be paid as regular work time. For example, when an officer is on
26 a sick leave day, appears for court from 1300 hours until 1500 and would normally have been on
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2 shift beginning at 1350 hours, the officer will be paid 50 minutes overtime, one (1) hour of
3 straight time, and put in for only 7 hours sick leave that day.

4 LEOFF I officers on disability leave more than 30 calendar days may be placed on a
5 normal 5/2 work week with weekends off for payroll purposes and will not receive overtime for
6 Court appearances during normal business hours.

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

12 Section 5. Mileage: The current King County mileage rate will not be paid for
13 attendance at King County Courts.

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

20 Section 7. Notification of Court Duty:

21 a) Superior Court: Officers who receive a subpoena for a court appearance in
22 Superior Court or Juvenile Court shall call the number on the subpoena for the paralegal or
23 Deputy Prosecutor to confirm receipt of the subpoena and to receive information about the actual
24 court date notification. Officers who are scheduled for such a court appearance on a furlough day
25 or during off-duty time and who have been notified and authorized by the Prosecutor that they
26 need not be physically present at court, but must remain "on call" will be compensated at the
27 standby rate of fifty percent (50%) straight-time pay for all time they are required to remain "on-

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2 call." Officers who are "on call" shall provide the Prosecutor a phone number (which may include
3 cellular phone or paging device) where they can be reached. All requests for standby pay under
4 this section must include the name of the Prosecuting Attorney responsible for the case.

5 **b) District Court:** Officers who are scheduled for court appearances in District Court
6 will have their court appearances and/or standby status authorized and coordinated, subject to the
7 following terms and conditions:

- 8 (1) If at 6:00 p.m. the day before court, a subpoena is still active, the officer will
9 receive a minimum compensation of two hours of straight time pay or four hours
10 straight-time pay if the court time is on an officers furlough day, regardless of
11 whether the officer is required to appear in court.

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

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

18 A phone recorder is available in every district court office; officers are not required to
19 make this call during their off-duty hours. Officers may notify the Prosecutor in writing or in
20 person of the above information. Once the case has been given a specific trial date, the Deputy
21 Prosecuting Attorney, will fax the court appearance schedule to the precinct. The Officer, and the
22 Officer's supervisor will be informed of the specific trial date information. The trial information
23 will also be on the phone recorder at the Prosecutor's office; Officers may call this number directly
24 during duty hours for trial information.

25 **d) Bench Trials:** Officers shall call during duty hours, when possible, the appropriate
26 district court messaging system at least one day before trial, and:

- 27 (1) Confirm the Officer will attend court;

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

3 (3) Any additional information the Prosecutor should know about the case. Officers shall
4 not appear for court if the Prosecutor's tape by 6:00 P.M. the day before the subpoena date,
5 informs the Officer not to appear. Officers shall call the messaging system during duty time when
6 possible. Officers need to honor all subpoenas unless they are called off via the Prosecutor's tape
7 or through the precinct.

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

11 **Section 9. Police Officer Candidates:** The provisions of this Article shall not apply to
12 the police officer candidates while they are attending the State required police academy. Upon
13 conclusion of the academy and receiving their commission, police officer candidates will be
14 covered by the provisions of this Article for the duration of their probationary period and
15 thereafter.

16 **Section 10. 7-K Exemption:** Except for any other provisions of this Article, the Guild
17 grants to King County the right to pay overtime pursuant to the provisions of 29 U.S.C. Section
18 207(k) and R.C.W. 49.46.130 (4). The right to pay overtime under this section shall include, but
19 not be limited to, those employees who perform work for the Department of Stadium
20 Administration, the Parks and Natural Resources Department and the Department of
21 Metropolitan Services.

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2 ARTICLE 9: HOURS OF WORK

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4 **Section 1. Work Schedules:** The establishment of reasonable work schedules and
5 starting times is vested solely within the purview of department management and may be changed
6 from time to time provided a two (2) week prior notice of change is given, except in those
7 circumstances over which the Department cannot exercise control. Provided, the required two
8 week notification period shall not commence until the employee has received verbal or written
9 notification of the proposed change. In the exercise of this prerogative, department management
10 will establish schedules to meet the dictates of the workload, however, nothing contained herein
11 will permit split shifts.

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

15 **Section 3. 5/2, 5/3 Schedule:** Personnel assigned to work a 5/2, 5/3 schedule shall be
16 required to report for work ten (10) minutes prior to the beginning of their work shift, such time
17 to be part of the work shift and compensated at the negotiated base rate. Further, the 5/2, 5/3
18 schedule is considered to have holidays, as set forth in Article 3 of this Agreement, built into it by
19 virtue of its providing additional time off for officers so assigned.

20 **Section 4. Alternative Work Schedules:** Nothing in this agreement shall preclude
21 employees from working an alternative work schedule. Alternative work schedules shall be
22 negotiated by the signatory organization and must have Departmental and Office of Human
23 Resource Management approval. Denial of an alternative work schedule by the Department shall
24 not be subject to the grievance procedure.

25 **Section 5. Work Shift Committee:** The parties will appoint a committee to explore
26 alternate work shifts. The committee will consist of: The Chief of Operations and the Chief of
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2 Technical Services, Officer Eggert, and Officer Juvet. Substitutions of members may only occur
3 with the consent of both signatory parties to this agreement.

4 The alternative work shift committee will commence meeting within two weeks of the
5 date the contract becomes effective and will meet, at least, bi-weekly for up to six months. No
6 later than six months after the date the contract becomes effective the committee will select a
7 precinct in which to experiment with alternative work shifts. No later than eight months after the
8 date the contract becomes effective the department will implement alternative work shifts as
9 recommended by the alternative work shift committee. The Department may terminate any
10 experimental work shift at its discretion and return to the 5/2 schedule upon 14 days notice to the
11 affected employees.

12 After the above study period, which may be extended by written agreement of the parties,
13 either party may reopen the subject of the shift schedule for collective bargaining. The parties
14 agree that the sixty day mandatory bargaining period will commence upon receipt of the other
15 party's request for bargaining.

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

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

22 b) The County can schedule training to start within four hours of the starting time of
23 the employee's shift (exclusive of ten (10) minutes early reporting time for 5/2, 5/3 employees)
24 without incurring overtime liability. If the training commences four (4) or more hours outside the
25 starting time of the employee's shift, the employee shall receive time and one-half (1.5X) for all
26 hours worked during the training. In each case, the employee shall be relieved of duty with pay
27 for their normal work shift on the day of training.

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

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

6 **Section 7. Flexible Schedules:** It is recognized that certain employees within this
7 bargaining unit must flex their schedules in order to meet the demands of the job. New employees
8 who are hired in to these specific positions will be advised as to the nature of their work and the
9 necessity of periodic flexing of their schedules. Employees will only be required to flex their
10 schedules in order to further the operation needs of the Department. The assignments which
11 require flexible schedules include: narcotics/vice, precinct pro-active officer, Technical Services
12 Training Officer, recruiting, FTO Coordinator, DV Coordinator, Storefront Officers, CIS/Gang,
13 DARE, CCPU and any other assignments mutually agreed to by the Guild and the County.

14 Employees who work in these assignments shall be paid overtime only:

- 15 (1) For hours worked in excess of eight (8) hours per shift;
16 (2) For hours worked in excess of 40 hours per week; and
17 (3) In cases of callbacks or off-duty court appearances.

18 Shifts may flex no more than four (4) hours from an employee's normal work shift. If a shift
19 flexes by more than four hours, the employee shall receive overtime for all additional flexed hours.
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ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

Section 1. Health Plan: The Employer will provide existing medical, dental, and life insurance plans for all regular employees and their dependents. The parties agree to negotiate any impacts on health coverage necessitated by the Healthcare Reform Act.

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2 ARTICLE 11: MISCELLANEOUS

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

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

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

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

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

26 Section 6. Loss or Damage of Personal Effects: Employees who suffer a loss or
27 damage, *in the line of duty*, to personal property and/or clothing, will have same repaired or

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2 replaced at Department expense provided, however, that reimbursement for non-essential
3 personal items (e.g. watch, ring, necklace, etc.) shall be limited to \$150 per incident.

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

7 **Section 8. Firearms Practice and Ammunition:** The Department will make available up
8 to six hundred (600) rounds of practice ammunition per year for Department approved weapons
9 for each officer, provided that the officer uses this ammunition at Department approved ranges
10 under supervised conditions. The Department will provide on-duty firearm practice time to a
11 maximum of one (1) two (2) hour period every two (2) months away from the duty station at the
12 discretion of the supervisor. The Officer will turn in the used brass after each practice. Further,
13 the Department agrees to take the necessary measures to insure that employees on the graveyard
14 shift can obtain the ammunition upon request. Each eligible employee shall be allowed to draw up
15 to 200 rounds at a time, provided, however, that any ammunition drawn by the employee shall be
16 used by the employee.

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

19 **Section 10. Uniforms and Equipment:** All commissioned officers shall be furnished
20 required uniforms and equipment, and shall be furnished all replacement items of uniforms and
21 equipment on an as-needed basis.

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

26 When an employee is notified to serve on jury duty, he/she will inform his/her immediate
27 supervisor as soon as possible, but not later than two weeks in advance, regarding the dates of

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absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

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

Section 12. Unsafe Vehicles: Officers will not be required to drive unsafe vehicles.

Section 13. Field Training Officer Program: For each day an FTO is assigned a recruit, the FTO will receive one day's training credit. After a total of 20 days (i.e., four (4) weeks) training credit has been accrued, the FTO will have the option of receiving twenty (20) hours additional pay at the straight-time rate or twelve (12) hours additional pay at the straight time rate and eight (8) hours of vacation. Each additional block of 20 days training credits will entitle the FTO to the aforementioned compensation option. At the end of each calendar year or upon transfer from FTO status, each FTO will be paid on a pro-rata basis for any accrued training credits. No more than 30 training credits may be accumulated at one time. Sergeants who are assigned as the Precinct Phase 2 FTO Sergeant on a full time basis will receive 2 1/2 % above step 3 of the Sergeants pay range while so assigned.

Section 14. Overtime Breakdown: The County agrees to provide each employee with a breakdown of overtime hours paid with each paycheck.

Section 15. Map Books: The County agrees to issue map books to all new hires.

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2 **ARTICLE 12: GRIEVANCE PROCEDURE**

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4 **Section 1. Definition:** Grievance - a dispute as to the interpretation or application of an
5 express term of this Agreement.

6 **Section 2. Procedure:**

7 **Step 1 - Immediate Supervisor:** A grievance shall be presented in writing by the
8 aggrieved employee and his/her representative, including but not limited to the business
9 representative and/or shop steward if the employee wishes, within 14 calendar days of the
10 occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor
11 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within
12 twenty (20) working days. If the grievance is not resolved it shall be advanced to the next step in
13 the grievance process within ten (10) working days.

14 **Step 2 - Section Commander:** If, after thorough discussion with the immediate
15 supervisor, the grievance has not been satisfactorily resolved, the employee and his/her
16 representative shall present the written grievance to the Section Commander for investigation,
17 discussion, and written reply. The Section Commander shall make his/her written decision
18 available to the aggrieved employee within twenty (20) working days. If the grievance is not
19 resolved it shall be advanced to the next step in the grievance process within ten (10) working
20 days.

21 **Step 3 - Sheriff-Director:** If, after thorough evaluation, the decision of the
22 Section Commander has not resolved the grievance to the satisfaction of the employee, the
23 grievance may be presented to the Sheriff-Director. All letters, memoranda, and other written
24 materials previously submitted to lower levels of supervision shall be made available for the
25 review and consideration of the Sheriff-Director. He/she may interview the employee and/or
26 his/her representative and receive any additional related evidence which he/she may deem
27 pertinent to the grievance. He/she shall make his/her written decision available within twenty

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(20) working days. If the grievance is not resolved it shall be advanced to the next step in the grievance process within ten (10) working days.

Step 4 - Office of Human Resource Management: If the decision of the Sheriff-Director has not resolved the grievance, the grievance may be presented to the Office of Human Resource Management, which shall render a decision on the grievance within twenty (20) working days.

Step 5 - Request for Arbitration: Either the County or the Guild may request arbitration within thirty (30) days of conclusion of Step 4, and must specify the exact question which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of nine (9) arbitrators furnished by the American Arbitration Association. The arbitrator will be selected from the list by both the County representative and the Guild, each alternately striking a name from the list until one name remains. The arbitrator, who shall conduct the arbitration in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render a decision in accordance with those rules and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

Time restrictions may be waived by consent of both parties.

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

6 **Section 4. Procedures:** A grievance challenging a disciplinary transfer or written
7 reprimand may be appealed directly from Step 3 to Step 5 within thirty (30) days of the Step 3
8 decision. In those instances where disciplinary action is based on reasonable evidence of the
9 commission of a crime, or the proposed discipline involves suspension or termination of the
10 employee, Step 4 of the Grievance Procedure will be initiated immediately, and the Office of
11 Human Resource Management shall render a decision within twenty (20) working days of the
12 date the employee is accused of the violation or is relieved of duty. Employees who have been
13 relieved of duty may request and shall have approved the utilization of accrued vacation comp
14 time and/or holiday hours.

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

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

25 **Section 7. Parties to the Agreement:** In as much as this is an agreement between the
26 County and the Guild, no individual may without Guild concurrence, make use of the provisions
27 of this Article.

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2 ARTICLE 13: BULLETIN BOARDS

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4 The employer agrees to permit the Guild to post on County bulletin boards
5 announcements of meetings, election of officers, and any other Guild material.
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2 ARTICLE 14: NONDISCRIMINATION

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4 The Employer or the Guild shall not unlawfully discriminate against any individual with
5 respect to compensation, terms, conditions, or privileges of employment because of race, color,
6 religion, national origin, age, sex, or mental, physical or sensory handicap or disability. Claims of
7 unlawful discrimination shall not be processed in accordance with the grievance procedure
8 denominated herein, but must be pursued privately by affected employees through the appropriate
9 local, state, or federal agency, or court.

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2 ARTICLE 15: SAVINGS CLAUSE

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

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2 **ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS**
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4 **Section 1. No Work Stoppages:** The employer and the signatory organization agree that
5 the public interest requires efficient and uninterrupted performance of all County services, and to
6 this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
7 Specifically, the signatory organization shall not cause or condone any work stoppage, including
8 any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence
9 which is not bona fide, or other interference with County functions by employees under this
10 Agreement and should same occur, the signatory organization agrees to take appropriate steps to
11 end such interference. Any concerted action by any employees in any bargaining unit shall be
12 deemed a work stoppage if any of the above activities have occurred. Nothing herein shall
13 operate to restrict the Guild from engaging in any concerted activity not prohibited by RCW
14 41.56 et.seq.

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

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

- 23 1. Discharge.
24 2. Suspension or other disciplinary action as may be applicable to such employee.
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2 ARTICLE 17: WAIVER CLAUSE

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

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ARTICLE 18: 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 Director 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.

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2 ARTICLE 19: TRANSFERS

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

7 **Section 2. Involuntary Transfers:** When an employee is transferred or reassigned
8 involuntarily and such transfer or reassignment produces significant hardship on the employee or
9 his/her family due to excess travel time, expense, or other factors, the Department will give full
10 consideration to these factors and will not unreasonably refuse to implement alternative work
11 location assignments. Reasons for denial include, but are not limited to, legitimate departmental
12 man-power allocations.

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

1 ARTICLE 20: POLICE OFFICERS' BILL OF RIGHTS

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

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

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

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

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

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

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

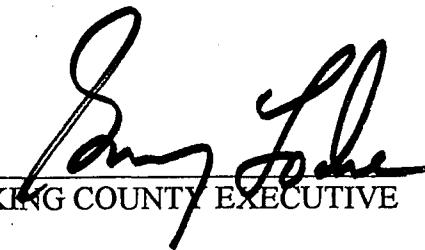
Section 7. The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

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

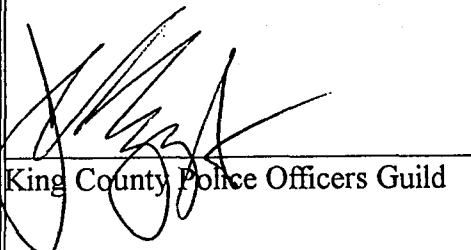
1 ARTICLE 21: DURATION

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3 This contract shall remain in full force and effect from the date of ratification by the parties
4 (including final approval by King County Ordinance) until December 31, 1996. The wage and
5 premium pay increases shall be effective in accordance with the dates listed in Article 7.
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8 APPROVED this 12th day of August, 1994
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13 KING COUNTY EXECUTIVE
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17 SIGNATORY ORGANIZATION:
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21 King County Police Officers Guild
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26 290:KCPOG-94
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