

June 9, 1995  
180:ord95

Introduced by

Proposed No. 95 - 450

ORDINANCE NO. 11893

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Public Safety Employees, Local 519 - Captains, 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 Public Safety Employees, Local 519 - Captains, 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, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 26<sup>th</sup> day of

June, 1995.

PASSED by a vote of 13 to 0 this 17<sup>th</sup> day of

July, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Arnold A. Peterson  
Clerk of the Council

APPROVED this 28 day of July, 1995.

Charles R. Saul, Deputy  
for King County Executive

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AGREEMENT BETWEEN  
PUBLIC SAFETY EMPLOYEES - LOCAL 519  
(REPRESENTING CAPTAINS)  
AND  
KING COUNTY

5 ARTICLE 1. PURPOSE.....1

6 ARTICLE 2. UNION RECOGNITION AND MEMBERSHIP.....2

7 ARTICLE 3. MANAGEMENT RIGHTS.....4

8 ARTICLE 4. HOLIDAYS.....5

9 ARTICLE 5. VACATIONS.....6

10 ARTICLE 6. SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES.....9

11 ARTICLE 7. SICK LEAVE - LEOFF II.....11

12 ARTICLE 8. WAGE RATES.....14

13 ARTICLE 9. HOURS OF WORK.....16

14 ARTICLE 10. MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS.....17

15 ARTICLE 11. MISCELLANEOUS.....18

16 ARTICLE 12. GRIEVANCE PROCEDURE.....21

17 ARTICLE 13. BULLETIN BOARDS.....24

18 ARTICLE 14. NON DISCRIMINATION.....25

19 ARTICLE 15. SAVINGS CLAUSE.....26

20 ARTICLE 16. WORK & STOPPAGE AND EMPLOYER PROTECTIONS.....27

21 ARTICLE 17. WAIVER CLAUSE.....28

22 ARTICLE 18. REDUCTION-IN-FORCE.....29

23 ARTICLE 19. TRANSFERS.....30

24 ARTICLE 20. BILL OF RIGHTS.....31

25 ARTICLE 21. EXECUTIVE LEAVE.....32

26 ARTICLE 22. ALTERNATIVE WORK SCHEDULES.....33

27 ARTICLE 23. DURATION.....34

28 ADDENDUM A

11893

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

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

10                   **ARTICLE 1. PURPOSE**

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

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

2        *Section 1.* The County Council recognizes the signatory organization, as representing  
3 **POLICE CAPTAINS** in the Department of Public Safety (formerly certification # 0-562).

4        *Section 2.* It shall be a condition of employment that all regular, full-time employees in  
5 the classifications of police lieutenant and police captain shall become members of the Union  
6 and remain members in good standing or pay an agency fee to the Union. Timely payment of  
7 regular union dues will constitute membership in good standing for the purpose of this article.

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

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

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

11893 !

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

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

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

1 ARTICLE 3. MANAGEMENT RIGHTS

2 It is recognized that the Employer retains the right to manage the affairs of the County  
3 and to direct the work force. Such functions of the Employer include, but are not limited to the  
4 following: determine the mission, budget, organization, number of employees, and internal  
5 security practices of the Department of Public Safety; recruit, examine, promote, train,  
6 employees of its choosing, and determine the time and methods of such action, discipline,  
7 suspend, demote, or dismiss employees for just cause; assign and direct the work force; develop  
8 and modify class specifications; determine the method, materials, and tools to accomplish the  
9 work: designate duty stations and assign employees to those duty stations; establish reasonable  
10 work rules; assign the hours of work and take whatever actions may be necessary to carry out  
11 the Department's mission in case of emergency. In prescribing policies and procedures relating  
12 to personnel and practices, and to the conditions of employment, the Employer will comply with  
13 state law to negotiate or meet and confer, as appropriate

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

# 11893

## ARTICLE 4. HOLIDAYS

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

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

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 For 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.

1 **ARTICLE 5. VACATIONS**

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

4 5 6 7	Years of Continuos Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit Allowed	Maximum Vacation Accumulation
8 9	Upon completion of one (1) year of service		(80 hours) 10 days	
10 11 12	More than one (1) but less than three (3) years of continuous service	(6.66 hours) .833 days	(80 hours) 10 days	(160 hours) 20 days
13 14 15 16	Less than twelve (12) years of continuous service More than three (3) years of continuous service	(10 hours) 1.25 days	(120 hours) 15 days	(240 hours) 30 days
17 18	Twelve (12) years or more of continuous service	(13.33 hours) 1.66 days	(160 hours) 20 days	(320 hours) 40 days

19  
20 **Section 2.** Employees with one or more continuous years of service shall accrue vacation  
21 benefits monthly.

22 **Section 3.** No employee shall be permitted to work for compensation for the County in  
23 any capacity during the time when the employee is on vacation, except that the provisions of this  
24 section shall not apply to employees who, in their capacity as commissioned police officers,  
25 provide security for Kingdome events, King County parks and the King County Fair.



11893

1           **Section 5. Loss Of Monthly Accrual:** No employee shall earn equivalent of a month's  
2 vacation credit during a month when the employee is absent without pay more than three (3)  
3 working days. An employee shall not be granted vacation benefits if not previously accrued.

4           **Section 6. Payment Upon Death:** In cases of separation by death, payment of unused  
5 vacation benefits shall be made to the employee's estate.

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

15           **Section 8.** In accordance with past practice, vacation shall be granted on a seniority basis  
16 within each shift, squad or unit and shall be taken at the request of the employee with the  
17 approval of the Division Commander or designee. Employees who are transferred involuntarily,  
18 and who have already had their vacation request approved will be allowed to retain that vacation  
19 period regardless of their seniority within the new shift, squad or unit to which they are  
20 transferred.

21           **Section 9. Vacation Payoff:** Vacation payoff upon termination from employment for any  
22 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall  
23 also include educational/longevity incentive pay.

24           **Section 10. Vacation Transfer:** A higher paid officer (including incentive pay) may  
25 transfer a portion of his/her accrued vacation to an officer of equal or lesser pay upon written  
26 request, including an absence request, to his/her supervisor. Such transfer shall be in 8 hour  
27 increments and shall not exceed the transferring officer's accrued vacation on the books as of the

1 date of the request, nor shall it exceed the maximum vacation accrual allowed the officer  
2 receiving the transfer. The amount transferred must be used within ninety (90) calendar days  
3 following the date of transfer, provided that vacation transferred is excluded from vacation  
4 payoff provisions of this agreement.

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

11893

1 **ARTICLE 6. SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES**

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

7 **Section 2. SLLB use:**

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

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

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

22 **Section 3. SLLB payoff:** Upon service retirement, death after at least five (5) years of  
23 continuous King County service, or separation in good standing after completion of twenty (20)  
24 years of continuous King County service, the existing balance of hours in the individual SLLB as  
25 of the date of such retirement or separation shall be paid pursuant to Article 5, Section 9 of this  
26 agreement to a maximum of fifty (50) days (400 hours).

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

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

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

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

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

# 11893

## ARTICLE 7. SICK LEAVE - LEOFF II

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

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

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

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

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

*Section 5. No maximum accrual:* There shall be no limit to the hours of sick leave accrued by an employee.

*Section 6. Doctors certificate:* Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to perform work may be required of an employee for any sick leave use when the County has cause to believe there has

1 been an abuse of sick leave. The county will make a reasonable effort to notify an employee  
2 prior to his/her return to work that a doctor's certificate will be required.

3 **Section 7. Sick leave upon separation and return to service:** Separation from King  
4 County employment, except by retirement or reason of temporary lay-off due to lack of work or  
5 funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign  
6 in good standing and return to the County within two years, accrued sick leave shall be restored.

7 **Section 8. Sick leave cashout at retirement or death:** King County will reimburse those  
8 employees who have at least five (5) years service and retire as a result of length of service or  
9 who terminate by death, twenty-five percent (25%) of their unused, accumulated sick leave to a  
10 maximum of thirty (30) days. All payments shall be made based on the employee's base rate as  
11 set forth herein, and there shall be no deferred sick leave reimbursement.

12 **Section 9. Workers Compensation:** LEOFF II employees injured on the job cannot  
13 simultaneously collect sick leave and worker's compensation payments greater than net regular  
14 pay of the employee.

15 **Section 10. Family Care and Death**

16 a) Regular, full time employees shall be entitled to three (3) days (24 hours) of  
17 bereavement leave a year due to death of a member of the employee's immediate family.

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

21 c) Employees may use Family Medical Leave as provided by King County Ordinance.

22 **Section 11. Immediate Family:** Immediate family is construed to mean persons related  
23 by blood or marriage to an employee as follows: grandmother, grandfather, mother, father,  
24 husband, wife, son, daughter, legally adopted child, brother, sister, grandchild, domestic partners,  
25 and any persons for whose financial or physical care the employee is principally responsible.

26 **Section 12. Special Sick Leave:** All LEOFF II Police officers shall be provided with  
27 eighteen (18) days special sick leave, which shall be used only to supplement the employee's

11893

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

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

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

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

1 ARTICLE 8. WAGE RATES

2 *Section 1. Wage Rates:* See Addendum A

3 *Section 2. Effective January 1, 1996:* For employees who were Lieutenants on  
4 December 31, 1994 wage rates in effect on December 31, 1995, shall be increased by a  
5 percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September 1994 -  
6 September 1995; provided, however, that the amount produced by application of the foregoing  
7 shall not be less than 2% nor greater than 6%.

8 *Section 3. Effective January 1, 1997:* For employees who were Lieutenants on  
9 December 31, 1994 wage rates in effect on December 31, 1996, shall be increased by a  
10 percentage factor equal to 90% of the increase in the CPI-W, All Cities Index, September 1995 -  
11 September 1996; provided, however, that the amount produced by application of the foregoing  
12 shall not be less than 2% nor greater than 6%.

13 *Section 4.* Those employees who were Lieutenants as of December 31, 1994, shall be  
14 placed on 1994 King County pay range 69 at a step increasing their salaries by a minimum of  
15 5%. King County pay range 69 shall be increased by 90% of the increase in the CPI-W, All  
16 Cities Index, September 1993 - September 1994; provided, however, that the amount produced  
17 by application of the foregoing shall not be less than 2% nor greater than 6%.

18 *Section 5.* Upon ratification of this agreement by the King County Council the rank of  
19 Public Safety Lieutenant is merged into the rank of Public Safety Captain.

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

25 Employees who are reinstated pursuant to Civil Service Rules within two (2) calendar  
26 years shall, upon reinstatement, be compensated at Step 1 of their respective range. Upon  
27 successful completion of twelve (12) months actual service, after reinstatement, they shall be



**11893**

1 compensated at the appropriate wage step based upon their total service (prior service plus  
2 current service).

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

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 9. HOURS OF WORK**

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

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

12       *Section 3.* With management approval, work schedules may be altered upon written  
13 request of the employee.

14       *Section 4. 5/2, /5/3 Schedule:* Personnel assigned to work a 5/2, 5/3 schedule shall be  
15 required to report for work ten (10) minutes prior to the beginning of their work shift. Further,  
16 the 5/2, 5/3 schedule is considered to have holidays, as set forth in Article 3 of this agreement,  
17 built into it by virtue of its providing additional time off for officers so assigned.

11893

1 **ARTICLE 10. MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 *Section 1. Benefit Levels:* The County will provide the same medical, dental, life and  
3 disability insurance (i.e. all benefits) as provided to members of the King County Police Officers  
4 Guild.

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

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 11. MISCELLANEOUS**

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

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

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

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

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

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

11893 !

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

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

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

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

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

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

1 the time of release or dismissal from jury duty, shall report to duty at the time of release or  
2 dismissal.

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

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

6 *Section 14.* During the term of this agreement the County may elect to replace one  
7 Communications Center bargaining unit position with a civilian, and to replace one Special  
8 Operations position with a major.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

11893

1 **ARTICLE 12. GRIEVANCE PROCEDURE**

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

4 **Section 2. Procedure:**

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

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

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

25 **Step 4 - Request for Arbitration:** Either the County or the union may request  
26 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question  
27 which it wishes arbitrated. The parties shall then select a third disinterested party to serve as an  
28

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

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

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

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

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

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

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

22 **Section 4. Procedures:** A grievance challenging a disciplinary transfer or written  
23 reprimand may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2  
24 decision. In conducting disciplinary investigations, the County will comply with all relevant  
25 ordinances and departmental rules, and additionally will allow an employee who is the subject of  
26 a disciplinary interview or hearing to privately confer with a union representative during the  
27 interview or hearing. In those instances where disciplinary action is based on reasonable



# 11893

1 evidence of the commission of a crime, or the proposed discipline involves suspension or  
2 termination of the employee, Step 3 of the Grievance Procedure will be initiated immediately,  
3 and the Office of Human Resource Management shall render a decision within twenty (20)  
4 working days of the date the employee is accused of the violation or is relieved of duty.

5 Employees who have been relieved of duty may request and shall have approved, the utilization  
6 of accrued vacation and/or holiday hours.

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

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

17 **Section 7. Parties to the Agreement:** Inasmuch as this is an agreement between the  
18 County and the union, no individual may without union concurrence, make use of the provisions  
19 of this Article.

1 ARTICLE 13. BULLETIN BOARDS

2           The employer agrees to permit the Union to post on County bulletin boards, the  
3 announcement of meetings, election of officers, and any other Union material.  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

11893

1 ARTICLE 14. NON DISCRIMINATION

2           The Employer or the Union shall not unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
4 religion, national origin, age, sex, mental, physical or sensory handicap.

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 15. SAVINGS CLAUSE

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.

11893

1 **ARTICLE 16. WORK & STOPPAGE AND EMPLOYER PROTECTIONS**

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

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

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

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 17. WAIVER CLAUSE

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.

# 11893

1 **ARTICLE 18. REDUCTION-IN-FORCE**

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

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

1 **ARTICLE 19. TRANSFERS**

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

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

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

12       **Section 4. Pre 1995 Captains:** Employees who held the rank of Captain prior to January  
13 1, 1995, shall not be transferred into any position not held by a Captain prior to January 1, 1995  
14 until June 1, 1996.



# 11893

## ARTICLE 20. BILL OF RIGHTS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

King County has adopted an Ordinance providing a Bill of Rights for Police Officers.  
Prior to making any changes to the Bill of Rights, the County agrees to meet and negotiate with  
Local 519.

1 **ARTICLE 21. EXECUTIVE LEAVE**

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

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

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

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

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

**11893**

**1 ARTICLE 22. ALTERNATIVE WORK SCHEDULES**

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

**6**

**7**

**8**

**9**

**10**

**11**

**12**

**13**

**14**

**15**

**16**

**17**

**18**

**19**

**20**

**21**

**22**

**23**

**24**

**25**

**26**

**27**

**28**

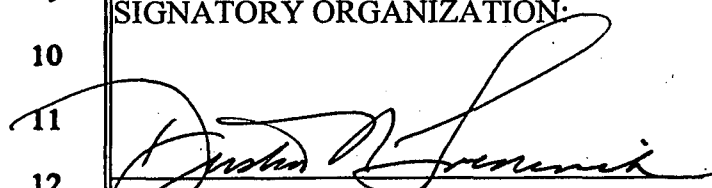
1 ARTICLE 23. DURATION

2 This contract shall become effective upon ratification by the King County Council and  
3 cover a three-year period beginning January 1, 1995 and ending December 31, 1997.

4 APPROVED this 19<sup>th</sup> day of June 1995

6  
7  
8   
9 KING COUNTY EXECUTIVE

10 SIGNATORY ORGANIZATION:

11   
12 Public Safety Employees, Local 519

13  
14 230:C-Cap95  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

11893

Union code 0519A  
10% increase for 1995

Public Safety Employees, Local 519  
Captains  
1995 Addendum A

7402 Captains prior to 1/1/95	Monthly
Start	\$6,174.81
6 months	\$6,235.28
12 months	\$6,298.02
24 months	\$6,361.01

Note: The Captains received 10% for 1995 and will not receive a cost-of-living increase for 1996 and 1997.

Captains after January 1, 1995 pay range 69.

Monthly & Annual Rates

	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	55,867.68	58,495.68	59,828.40	61,194.00	62,595.12
Monthly	4,655.64	4,874.64	4,985.70	5,099.50	5,216.26

	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	64,029.60	65,500.56	67,008.72	68,554.56	70,139.04
Monthly	5,335.80	5,458.38	5,584.06	5,712.88	5,844.92

Section 1:

a) All step increases are based upon satisfactory performance during previous service.  
b) Satisfactory performance shall mean an overall rating of "Meets Standards" on the Employee Work Performance Review Report.

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

d) The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined

1 supra, the employee shall receive the previously denied step increase the first of the month  
 2 following attaining a "Satisfactory" evaluation. The date on which an employee would be  
 3 entitled to a future step increase will not be affected by the above action.

4 **Section 2. Longevity/Education Incentive:** Employees covered by this Agreement  
 5 shall receive longevity/education incentive payment in accordance with the following schedule  
 6 for 1995, 1996, and 1997.

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

18  
 19 \*\* Effective 1/1/93 this provision will only apply to employees who were members of  
 20 the Bargaining Unit prior to 1/1/93.

21  
 22 Effective 1/1/95 longevity rates shall be based on step two (2) of the current year pay  
 23 range 69. All employees who were members of the bargaining unit prior to 1/1/93 will be  
 24 grandfathered and will continue to receive their negotiated Education Incentive rate as calculated  
 25 using the current step two (2) police officer rate in the King County Police Officers Guild  
 26 collective bargaining agreement covering 1995, 1996, and 1997. All employees who entered the  
 27 bargaining unit after 1/1/93 will not be eligible for Educational Incentive.

11893

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Section 3. Longevity Pay:** Longevity payments shall be subject to retirement benefits. Premiums paid for Educational Incentive are considered "special pay" and not subject to retirement benefit calculations. The practice concerning whether longevity and education incentive are subject to retirement contribution and/or benefits shall be controlled by state law.

180:add95-2