

June 30, 1997  
29000197 clerk 6/19/97

JANE HAGUE  
GREG NICKELS  
Introduced by LARRY GOSSETT

Proposed No. 97-385

ORDINANCE NO. **12783**

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 the King County Police Officers Guild, representing employees in the department of public safety and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1997, through and including December 31, 1999.

INTRODUCED AND READ for the first time this 23<sup>rd</sup> day of

June, 1997.

PASSED by a vote of 13 to 0 this 30<sup>th</sup> day of

June, 1997.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Veronica

Clerk of the Council

APPROVED this 3 day of July, 1997.

David Amis  
King County Executive

Attachment:

Collective Bargaining Agreement

cc: Labor Relations, OHRM

AGREEMENT BETWEEN  
KING COUNTY  
AND  
KING COUNTY POLICE OFFICERS' GUILD  
DEPARTMENT OF PUBLIC SAFETY

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1 KING COUNTY  
2 POLICE OFFICERS' GUILD  
3 AND  
4 KING COUNTY  
5

6 These articles constitute an agreement, terms of which have been negotiated in good faith,  
7 between the King County Labor Negotiating Team and the signatory organization subscribing  
8 thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King  
9 County Washington and to ratification in accordance with the policy of the King County Police  
10 Officers Guild.  
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12 **ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP**  
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14 **Section 1. Recognition:** The County Council recognizes the signatory organization as  
15 representing those employees certified by the Public Employment Relations Commission as being  
16 within the bargaining unit. This contract shall govern the working conditions for Guild members  
17 while they are working for the Department of Public Safety. The parties recognize that the Guild is  
18 the bargaining representative for all police work performed by bargaining unit members.

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

26 Provided, that employees with a bona fide (as determined by the Public Employment  
27 Relations Commission) religious objection to Guild membership and/or association shall not be  
28 required to tender those dues or initiation fees to the Guild as a condition of employment. Such

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

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

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

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

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

1 ARTICLE 2: MANAGEMENT'S RIGHTS

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3 It is recognized that the Employer retains the right to manage the affairs of the County and to

4 direct the work force. Such functions of the Employer include, but are not limited to: determine the

5 mission, budget, organization, number of employees, and internal security practices of the

6 Department of Public Safety; recruit, examine, evaluate, promote, train, and determine the time and

7 methods of such action; discipline, suspend, demote, or dismiss employees for just cause; assign and

8 direct the work force; develop and modify class specifications; determine the method, materials, and

9 tools to accomplish the work; designate duty stations and assign employees to those duty stations;

10 establish reasonable work rules; assign the hours of work and take whatever actions may be

11 necessary to carry out the Department's mission in case of emergency. In prescribing policies and

12 procedures relating to personnel and practices, and to the conditions of employment, the Employer

13 will comply with State law to negotiate over mandatory subjects of bargaining. However, the parties

14 agree that the Employer retains the right to implement any changes to policies or practices, after

15 discussion with the Guild, where those policies or practices do not concern mandatory subjects of

16 bargaining.

17 All of the functions, rights, powers, and authority of the Employer not specifically abridged,

18 delegated, or modified by this Agreement are recognized by the Guild as being retained by the

19 Employer.

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1 ARTICLE 3: HOLIDAYS

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

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	<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
Eleventh day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	Day after Thanksgiving
25 <sup>th</sup> day of December	Christmas Day

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

21 **Section 2. Holidays - Employees on a 5/2 Schedule:** Employees working a 5/2 schedule  
 22 with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the  
 23 holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday  
 24 falls on Sunday. Work performed on the day of observance shall be at one and one-half (1-1/2)  
 25 times the regular rate of pay in addition to the holiday pay. Holiday pay shall be paid from 12:00  
 26 p.m. on the day the holiday is observed through 11:59 p.m. of that same day (e.g. an employee going  
 27 to work at 10:00 p.m. on December 24, who works an eight (8) hour shift receives two hours at  
 28 straight time and six hours at double time and one half).

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

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

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

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1 ARTICLE 4: VACATIONS

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3 **Section 1.** After six months of continuous service in pay status, regular, full-time employees  
4 shall accrue vacation benefits while in pay status, on an hourly basis, exclusive of overtime, so as to  
5 earn the appropriate vacation benefit as indicated in the following table:

6

<i>Full Years of Service</i>	<i>Annual Leave in Days</i>
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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24 Employees with at least three years of completed service as of the date of execution of this  
25 agreement, shall continue to accrue fifteen (15) days of vacation annually until the beginning of their  
26 sixth year of service at which time they shall receive vacation accruals in accordance with the above  
27 schedule. Employees hired on or before December 31, 1995 shall begin to accrue fifteen (15) days  
28 of vacation after three years of service until the beginning of their ninth year of service.



1           **Section 2. Probationary Employees:** At the end of six months of continuous employment  
2 with the Department in pay status, employees shall receive six days of vacation credit. Probationary  
3 employees are not entitled to the use of vacation hours during the first six months of employment.

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

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

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

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

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

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

1 Employees who leave King County employment for any reason will be paid for their unused  
2 vacation up to the maximum specified herein, except that employees who become disabled and retire  
3 as a result thereof shall be paid for all unused vacation.

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

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

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

1 ARTICLE 5: LEAVE BANKS - LEOFF I

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

8 **Section 2. SLLB Use:**

9 a) The hours in the individual SLLB may be used as vacation. Additionally, upon filing an  
10 application for disability leave/retirement, SLLB hours may be used as the basis for continuing to  
11 receive an allowance equal to regular pay during the period of time between the initial date of illness  
12 or 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 the  
15 cash value of the allowance paid while awaiting such ultimate disposition will be deducted from the  
16 SLLB balance then in to 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 Board  
19 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 death after at least five (5) years of continuous King County  
23 service, or separation in good standing (including service or disability retirement) after completion of  
24 twenty (20) years of continuous King County service, the existing balance of hours in the individual  
25 SLLB as of the date of such retirement or separation shall be paid pursuant to Article 4, Section 10,  
26 of this agreement to a maximum of fifty (50) days (400 hours).

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

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

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

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

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

27           **Section 5. Sick Leave Incentive:** In January of each calendar year, employee usage of  
28 Family Care and disability Leave will be reviewed. Regular, full-time LEOFF I employees who

1 have used sixteen (16) or less hours of these combined leaves in the preceding calendar year and who  
2 have been continuously employed during that entire calendar year, shall be rewarded by having  
3 sixteen (16) additional hours credited to their regular vacation account. Employees who have used  
4 more than sixteen but less than thirty-three (33) combined leave hours shall have eight (8) additional  
5 hours credited to their regular vacation account. In calculating this benefit disability leave used for on  
6 duty injuries or occupational illness shall not be counted.

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1 ARTICLE 6: SICK LEAVE - LEOFF II

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3 **Section 1. Monthly Accrual:** Every LEOFF II employee in a regular full time position shall  
4 accrue sick leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would  
5 yield the employee 96 hours per year if the employee remained in pay status for the entire year. An  
6 employee shall not accrue sick leave while not in pay status. The employee is not entitled to sick  
7 leave if not previously earned. Sick leave shall not begin to accrue until the first of the month  
8 following the month in which the employee commenced employment.

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

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

18  
19 **Section 3. Loss of Monthly Accrual:** Discipline resulting in suspension not exceeding ten  
20 (10) working days shall not serve to reduce sick leave credit.

21 **Section 4. Use of Vacation in Lieu of Sick Leave- Probationary Employees:** During the first  
22 six (6) months of full time service a regular employee may, at management's discretion, be advanced  
23 six (6) days (48 hours) of unearned vacation. In the event the employee voluntarily leaves County  
24 employment before the end of their first six months of service, the County may reduce the  
25 employee's final pay check for any previously advanced vacation.

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

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

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

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

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

16           **Section 10. Sick Leave Cashout Upon Retirement or Death:** King County will reimburse  
17 those employees who have at least five (5) years service and also (1) take a regular retirement with  
18 full benefits as a result of length of service; or (2) terminate County service by death; or (3) terminate  
19 County service after twenty-five (25) years of service for any reason, thirty-five (35) percent of their  
20 unused, accumulated sick leave. All payments shall be made in cash, based on the employee's base  
21 rate as set forth in Addendum "A".

22           **Section 11. Sick Leave Incentive :** In January of each calendar year, employee sick leave  
23 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of  
24 personal or family care sick leave in the preceding calendar year and who have been continuously  
25 employed during that entire calendar year, shall be rewarded by having sixteen (16) additional hours  
26 credited to their regular vacation account. Employees who have used more than sixteen but less than  
27 thirty-three (33) combined leave hours shall have eight (8) additional hours credited to their regular  
28 vacation account. The additional vacation credits specified herein shall not affect accrued sick leave

1 amounts. In calculating this benefit, sick leave used for on-duty injuries or occupational illness shall  
2 not be counted.

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

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

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

14 *b) Family Care Leave:* Employees may use sick leave for family care purposes in accordance  
15 with King County Ordinance and State Law. The County reserves the right to reopen issues directly  
16 related to implementation of the Family Medical Leave Act.

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

21 **Section 15. Special Sick Leave:** All newly hired LEOFF II Police Officers shall be provided  
22 with twenty-three (23) days special sick leave, which shall be used only to supplement the  
23 employee's industrial insurance benefit should the employee be injured on the job during his or her  
24 first calendar year on the job in accordance with the supplemental disability leave provisions of state  
25 law. The special sick leave shall not be used until three (3) days of regular sick leave have been used  
26 for each incident of on-the-job injury. In the event there is no regular sick leave, the special sick  
27 leave shall be immediately available for an on-the job injury. During the second year of  
28 employment, and for all succeeding years, all LEOFF II Officers shall be provided with twenty-



1 three (23) days special sick leave which shall only be utilized in the circumstances as herein  
2 described. Special sick leave is non-cumulative, but is renewable annually.

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

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

15 The Special Worker's Compensation Supplement shall be reduced by the amount of any State  
16 legislatively mandated increase in benefits for LEOFF II officers which occur during the term of this  
17 contract.

1 ARTICLE 7: WAGE RATES

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2  
3 **Section 1. Wages:**

4 a) *Wage rates for 1997* shall be as specified in Addendum A. Addendum "A" reflects an  
5 increase of three (3) percent over the rates paid on December 31, 1996. Additionally, effective  
6 January 1, 1997, Sergeants shall receive a new pay step of 2.5% effective as of the end of the fourth  
7 year of employment as a sergeant and another new pay step of 2.5% effective as of the end of the  
8 eighth year of employment as a sergeant.

9 b) *Effective January 1, 1998* wage rates in effect on December 31, 1997 shall be increased  
10 by three (3) percent.

11 c) *Effective January 1, 1999* wage rates in effect on December 31, 1998 shall be increased  
12 by 3.25%.

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

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

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

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

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

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

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

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

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

14           **Section 11. Clandestine Drug Lab Team:** Employees assigned to the Clandestine Drug Lab  
15 Team for at least one full month will receive an additional ten (10) percent of the Police Officer Step  
16 4, Addendum "A" rate each month while so assigned.

17           **Section 12. Detective Pay:** Employees assigned for at least one full month as a Detective,  
18 will receive an additional four (4) percent per month of the Police Officer Step 4, Addendum "A" for  
19 all time while so assigned. This section applies to detectives and sergeants assigned to a precinct or  
20 contract city detective unit, all units within the Criminal Investigations Division, the Civil Process  
21 Unit, IIU, and any detective working in any other unit or position designated by the Department as a  
22 detective position.

23           **Section 13. Premium Limit:** No employee shall receive more than one (1) of the premiums  
24 set forth above at any given time except as provided in Section 8 hereof.

25           **Section 14. Reinstatement:**

26           a) **Within One Year:** Employees who are reinstated pursuant to Civil Service Rules within  
27 one calendar year of the date they left County service shall, upon reinstatement, be compensated at  
28 Step 1 of their respective pay range. Upon successful completion of six (6) months actual service,

1 after reinstatement, they shall be compensated at the appropriate wage step based upon their total  
2 service (prior service plus current service).

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

8 **Section 15. Lateral Hires**: The Department may hire officers with prior law enforcement  
9 experience at a rate not to exceed where the officer would be placed on the wage scale had all of  
10 his/her prior experience been with King County.

11 **Section 16. Biweekly Payroll**. The County reserves the right to implement a biweekly  
12 payroll any time during the term of this agreement provided that any payroll lag time is advanced by  
13 the County and; provided further. that any change shall not adversely affect employees within the  
14 bargaining unit.

1 ARTICLE 8: OVERTIME

2  
3 Section 1. Overtime Payable : Except as otherwise provided in this article or any  
4 Memorandum of Understanding executed between the parties, employees shall be paid at the rate of  
5 time and one-half at the employees regular rate of pay, for all hours worked in excess of eight (8) in  
6 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 of  
8 overtime pay. Compensatory time shall be equal to one and one-half times the hours worked. No  
9 employee shall be allowed to accrue more than sixty (60) straight time (forty hours of work at time  
10 and one half will equal sixty straight time hours accrued) hours of compensatory time at any given  
11 time.

12 The parties agree to the following conditions on the use of compensatory time:

- 13
- 14 1. It is unduly disruptive to the operations of the Department of Public Safety for employees
- 15 to give less than forty-eight (48) hours written notice of their intent to use up to two days
- 16 of compensatory time off and an additional day of notice for every consecutive
- 17 compensatory day off thereafter. This section shall be construed so that, for instance, the
- 18 use of five (5) consecutive days of compensatory time off will require that the employee
- 19 give the Department a minimum of five (5) days written notice of his/her intent to do so.
- 20 2. On the first payroll period of December of each year, the Department may cash out any
- 21 compensatory time still on the books for which an employee has not provided the written
- 22 notice required above.
- 23 3. The parties agree that it is unduly disruptive for employees to request the use of
- 24 compensatory time off on any recognized holiday as set forth in Article 3, Section 1 or on
- 25 Christmas Eve or New Years Eve when the granting of such time off would require the
- 26 County to force another employee to come in to cover the shift.
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1           **Section 2. Callouts:** A minimum of two (2) hours at the overtime rate shall be allowed for  
2 each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed  
3 at the overtime rate. The actual hours worked shall be computed from the time the officer leaves  
4 home until the time the officer returns home, such time to be computed using the most direct route  
5 available. The provisions of this section apply only when an officer is required to return to work  
6 during a time he/she is not normally scheduled to work. The term "required" shall not extend to  
7 situations where employees are asked to sign-up for specific Departmental overtime assignments in  
8 advance of the day to be worked or to voluntary, non-operational overtime assignments such as  
9 Parks, Fair, SIR, Elections, etc. If the overtime is worked immediately prior to the normal scheduled  
10 shift, overtime shall be paid according to Section 1 herein and the regular shift shall be compensated  
11 at the regular rate. Similarly, if an officer is required to work beyond his or her scheduled shift,  
12 overtime shall be paid as per Section 1.

13           **Section 3. Authorization of Overtime:** All overtime shall be paid when an officer is suffered  
14 or allowed to work. Time worked shall include telephone calls over ten minutes in length regarding  
15 Department business. Saturday and Sunday work is not contractual overtime when it is a regularly  
16 scheduled work day. All overtime shall be authorized by the Department Director or his designee in  
17 advance.

18           **Section 4. Minimum Overtime Payments:** The following subsections depict the minimum  
19 compensation for court appearances, pre-trial hearings, or conferences. Any additional time beyond  
20 the minimums will be compensated at the overtime rate.

21           If, upon completion of the court session, an employee is called into work, said time shall be  
22 considered overtime consistent with other provisions of this Article, separate and apart from the court  
23 session minimum.

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

27           b) If a session starts two (2) or more hours before or after the shift, compensation will be for  
28 a minimum of four (4) hours at time and one-half for each session to a maximum of two (2) four (4)

1 hour minimums daily; provided that multiple sessions, in either a morning or an afternoon, shall be  
2 considered as one (1) session.

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

9 d) Officers who are called in for court while on their vacation shall be placed on overtime  
10 pay status and compensated for a full day's pay. In addition, their vacation accrual shall be credited  
11 with an additional vacation day. Provided that if the officer has received a valid subpoena for a  
12 specific date prior to submitting a request for vacation for that same date, he/she will not be entitled  
13 to the additional vacation day.

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

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

25 f) In addition to the provisions of sub-sections a through e above, officers subpoenaed to  
26 court outside King County which requires travel and/or lodging during off-duty hours will be  
27 compensated at the standby rate (fifty (50) percent of the normal hourly rate) for all time spent  
28

1 outside the normal duty hours to a maximum of eight (8) hours for each twenty-four (24) hour  
2 period.

3 **Section 5. Mileage:** The current King County mileage rate will not be paid for attendance at  
4 King County Courts.

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

10 **Section 7. Notification of Court Duty:**

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

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

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

28



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

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

7  
8 A phone recorder is available in every district court office; officers are not required to make  
9 this call during their off-duty hours. Officers may notify the Prosecutor in writing or in person of the  
10 above information. Once the case has been given a specific trial date, the Deputy Prosecuting  
11 Attorney, will fax the court appearance schedule to the precinct. The officer and the officer's  
12 supervisor will be informed of the specific trial date information. The trial information will also be  
13 on the phone recorder at the Prosecutor's office; officers may call this number directly during duty  
14 hours for trial information.

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

- 17 (1) Confirm the officer will attend court;
- 18 (2) The officers willingness to accept a plea bargain, and;
- 19 (3) Any additional information the Prosecutor should know about the case.

20 Officers shall not appear for court if the Prosecutor's tape by 6:00 p.m. the day  
21 before the subpoena date, informs the officer not to appear. Officers shall call  
22 the messaging system during duty time when possible. Officers need to honor  
23 all subpoenas unless they are called off via the Prosecutor's tape or through the  
24 precinct.

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

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

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

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1 **ARTICLE 9: HOURS OF WORK**

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3 **Section 1. Work Schedules:** The establishment of reasonable work schedules and starting  
4 times are vested solely within the purview of department management and may be changed from  
5 time to time provided a two (2) week prior notice of change is given, except in those circumstances  
6 over which the Department cannot exercise control. Provided, the required two week notification  
7 period shall not commence until the employee has received verbal or written notification of the  
8 proposed change.

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

12 **Section 3. 5/2, 5/3 Schedule:** Personnel assigned to work a 5/2, 5/3 schedule shall be  
13 required to report for fifty (50) minutes prior to the beginning of their shift on their first day back to  
14 work after their normal furlough days for roll-call. If an officer is absent on that first day back  
15 he/she will report to work fifty (50) minutes early on the next squad's roll-call day. If, because of an  
16 authorized absence, an officer is unable to attend his/her roll-call or a subsequent roll call during a  
17 given week, he/she will not be required to make it up during a subsequent week. When completing  
18 an absence request for vacation, sick leave, comp time, etc., all days will be considered eight (8) hour  
19 days, including the roll-call day. The fifty (50) minute roll-call period is compensated within the  
20 negotiated wages paid to employees working the 5/2-5/3 work schedule and employees shall not  
21 receive additional compensation or overtime for the roll-call period. Further, the 5/2, 5/3 schedule is  
22 considered to have holidays, as set forth in Article 3 of this Agreement, built into it by virtue of its  
23 providing additional time off for officers so assigned.

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

1           **Section 5. Changing Work Schedules:** Proposed changes in the work schedules (e.g. 5/2-5/3,  
2 4/10) will be subject to collective bargaining between the parties.

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

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

9           b) The County can schedule training to start within four hours of the starting time of the  
10 employee's shift (exclusive of fifty (50) minutes early reporting time for 5/2, 5/3 employees) without  
11 incurring overtime liability. If the training commences four (4) or more hours outside the starting  
12 time of the employee's shift, the employee shall receive time and one-half for all hours worked  
13 during the training. In each case, the employee shall be relieved of duty with pay for their normal  
14 work shift on the day of training.

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

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

18           e) All training lasting five (5) or more hours shall be paid for as provided in this section. At  
19 the employer's option training of less than five (5) hours duration may be paid as a call out as  
20 provided by Article 8, Section 2 instead of in compliance with sections a, b and d above.

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

1 mutually agreed to by the Guild and the County. Employees who work in these assignments shall be  
2 paid overtime only:

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

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

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

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3 Section 1. Health Plan: The Employer will provide existing medical, dental, and life  
4 insurance plans for all regular employees and their dependents.  
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1 ARTICLE 11: MISCELLANEOUS

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

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

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

12 **Section 4. Guild Negotiating Committee:** Employees who serve on the Guild Negotiating  
13 Committee shall be allowed time off from duty to attend negotiating meetings with the County  
14 provided that the Guild Negotiating Team shall be composed of six members or less; and, provided  
15 further, that prior approval is granted by the Department Director.

16 **Section 5. Guild Business:** The Department Administration shall afford Guild representatives  
17 a reasonable amount of time while on-duty status to consult with appropriate management officials  
18 and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees  
19 contact their immediate supervisors, indicate the general nature of the business to be conducted, and  
20 request necessary time without undue interference with assignment duties. With management  
21 approval, the President and Vice-President of the Guild shall be allowed to flex their work schedules  
22 so as to perform the above duties on work time. Guild representatives shall guard against use of  
23 excessive time in handling such responsibilities.

24 **Section 6. Loss or Damage of Personal Effects:** Employees who suffer a loss or damage, in  
25 the line of duty, to personal property and/or clothing, will have same repaired or replaced at  
26 Department expense provided, however, that reimbursement for non-essential personal items (e.g.  
27 watch, ring necklace, etc.) shall be limited to \$150 per incident. Nothing herein shall be construed so  
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1 as to lessen the County's responsibilities under the Risk Management Ordinance for items not  
2 covered in this section.

3 **Section 7. Off-duty Employment:** Off-duty employment shall be in accord with the  
4 Department Manual provided, however, the Department shall not require a "hold harmless"  
5 agreement for such employment or liability insurance of the off-duty employer. The parties agree to  
6 meet during the term of this agreement to discuss off-duty employment issues; provided that such  
7 meetings shall not constitute bargaining between the parties.

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

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

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

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

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



1 absence from regular duties. The supervisor will ensure that the employee is relieved of regular  
2 duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

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

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

10 **Section 13. Field Training Officer (FTO) Program:** For each day an FTO is assigned a  
11 recruit, the FTO will receive one day's training credit. After a total of twenty (20) days (i.e., four (4)  
12 weeks) training credit has been accrued, the FTO will have the option of receiving twenty (20) hours  
13 additional pay at the straight-time rate or twelve (12) hours additional pay at the straight time rate  
14 and eight (8) hours of vacation. Each additional block of twenty (20) days training credits will  
15 entitle the FTO to the aforementioned compensation option. At the end of each calendar year or  
16 upon transfer from FTO status, each FTO will be paid on a pro-rata basis for any accrued training  
17 credits. No more than thirty (30) training credits may be accumulated at one time. Sergeants who  
18 are assigned as the Precinct Phase 2 FTO Sergeant on a full time basis will receive 2 ½ % above Step  
19 3 of the Sergeants pay range while so assigned.

20 **Section 14. Overtime Breakdown:** The County agrees to provide each work site with a  
21 breakdown of overtime hours paid and comp time earned/used for each pay period.

22 **Section 15. Map Books:** The County agrees to issue map books to all new hires.  
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1 ARTICLE 12: GRIEVANCE PROCEDURE

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

5 **Section 2. Procedure:**

6 **Step I - Section Commander:** A grievance shall be presented in writing by the  
7 aggrieved employee and his/her representative, including but not limited to the business  
8 representative and/or shop steward if the employee wishes, within 14 calendar days of the occurrence  
9 of such grievance, to the Section Commander for investigation, discussion, and written reply. The  
10 Section Commander shall make his/her written decision available to the aggrieved employee within  
11 twenty (20) working days. If the grievance is not resolved, it shall be advanced to the next step in the  
12 grievance process within ten (10) working days.

13 **Step 2 - Sheriff-Director:** If after thorough evaluation, the decision of the Section  
14 Commander has not resolved the grievance to the satisfaction of the employee, the grievance may be  
15 presented to the Sheriff-Director. All letters, memoranda, and other written materials previously  
16 submitted the Section Commander shall be made available for the review and consideration of the  
17 Sheriff-Director. He/she may interview the employee and/or his/her representative and receive any  
18 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
19 his/her written decision available within twenty (20) working days. If the grievance is not resolved,  
20 it shall be advanced to the next step in the grievance process within ten (10) working days.

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) working  
24 days.

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

1 selected from a panel of nine (9) arbitrators furnished by the American Arbitration Association. The  
2 arbitrator will be selected from the list by both the County representative and the Guild, each  
3 alternately striking a name from the list until one name remains. The arbitrator, who shall conduct  
4 the arbitration in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render  
5 a decision in accordance with those rules and the decision of the arbitrator shall be final and binding  
6 on both parties.

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

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

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

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

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

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

21 **Section 4. Procedures:** A grievance challenging a disciplinary transfer or written reprimand  
22 may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In  
23 those instances where disciplinary action is based on reasonable evidence of the commission of a  
24 crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the  
25 Grievance Procedure will be initiated immediately, and the Office of Human Resource Management  
26 shall render a decision within twenty (20) working days of the date the employee is accused of the  
27 violation or is relieved of duty. Employees who have been relieved of duty may request and shall  
28 have approved the utilization of accrued vacation comp time and/or holiday hours.

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

4           **Section 6. Probationary Period:** All newly hired and promoted employees must serve a  
5 probationary period. The probationary period for newly hired employees shall end one year from the  
6 date the employee completes the training academy and begins work in patrol. The probationary  
7 period upon promotion shall be one year from the date of appointment. The probationary period  
8 shall be extended for the number of work days equal to the number of work days an employee was  
9 absent in excess of 10 work days during the probationary period; provided that the taking of  
10 scheduled and approved vacation shall not be counted toward the ten day period for promotional  
11 probationers. The probationary period is an extension of the hiring process; therefore, the provisions  
12 of this Article will not apply to employees if they are discharged during their initial probationary  
13 period or are demoted during the promotional probationary period for not meeting the requirements  
14 of the classification. Grievances brought by probationary employees involving issues other than  
15 discharge or demotion may be processed in accordance with this Article.

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

1 ARTICLE 13: BULLETIN BOARDS

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

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

9 The Employer and the Guild agree that they will cooperate in complying with the Americans  
10 with Disabilities Act.

1 ARTICLE 15: SAVINGS CLAUSE

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

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1 ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTIONS

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

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

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

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



1 ARTICLE 17: WAIVER CLAUSE

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

1 ARTICLE 18: REDUCTION-IN-FORCE

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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.

1 ARTICLE 19: TRANSFERS

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

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

12 **Section 3. Disciplinary Transfers:** When a transfer is used as a disciplinary sanction, it shall  
13 be subject to the grievance procedure and just cause provisions of Article 12. However,  
14 notwithstanding the loss or reduction in premium pay, nothing in this article will preclude transfers  
15 out of specialty units or assignments for continued substandard performance after adequate notice to  
16 correct deficiencies.

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 any  
4 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 matter  
10 in sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver  
11 of the Guild's right to request bargaining information.

12 **Section 3.** Any interrogation of an employee shall be at a reasonable hour, preferably when  
13 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 shall  
16 be advised of their right to representation and afforded an opportunity and facilities to contact and  
17 consult privately with an attorney of their own choosing and that person may be present during the  
18 interrogation, but may not participate in the interrogation except to counsel the employee.  
19 Additionally, an employee shall be advised of their 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/she 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/she  
25 be threatened with dismissal transfer or other disciplinary punishment as a guise to attempt to obtain  
26 his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards  
27 shall be made as an inducement to answer questions.  
28

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

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

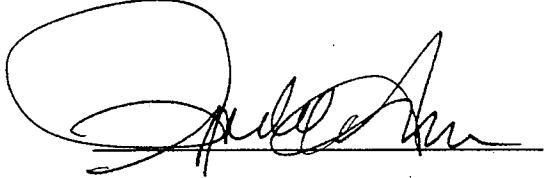
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1 ARTICLE 21: DURATION


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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, 1999. The wage and  
5 premium pay increases shall be effective in accordance with the dates listed in Article 7.

6 The parties agree that, during the term of this agreement, either party may reopen for the sole  
7 purpose of defining the method for calculating seniority.

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10 APPROVED this 17 day of June, 1997

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14 KING COUNTY EXECUTIVE

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18 SIGNATORY ORGANIZATION

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21 King County Police Officers Guild