

18000198

MAGGI FIMIA  
BOB MCKENNA  
LARRY PHILLIPS  
KENT PULLEN

July 21, 1998

Introduced By:

GREG NICKELS

Proposed No.:

98-469

ORDINANCE NO. 13251

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement and two Memoranda of Understanding negotiated by and between King County and Public Safety Employees, Local 519 (Sheriff's Office 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 and two Memoranda of Understanding negotiated between King County and Public Safety Employees, Local 519 (Sheriff's Office Captains), representing employees in the department of public safety, and attached hereto is hereby approved and adopted by this reference made apart hereof.

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SECTION 2. Terms and conditions of said agreement shall be effective from  
January 1, 1998 through and including December 31, 2000.

INTRODUCED AND READ for the first time this 27<sup>th</sup> day of

July, 1998.

PASSED by a vote of 10 to 0 this 3<sup>rd</sup> day of August,

1998.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Ronnie Miller  
Chair

ATTEST:

Zavenon  
Clerk of the Council

APPROVED this 6 day of August, 1998

Saleh Amin  
King County Executive

Attachment: Collective Bargaining Agreement

2 Memoranda of Understanding

1 AGREEMENT BETWEEN  
2 PUBLIC SAFETY EMPLOYEES - LOCAL 519  
3 (REPRESENTING SHERIFF'S OFFICE CAPTAINS)  
4 AND  
5 KING COUNTY  
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7 ARTICLE 1 PURPOSE ..... 1  
8 ARTICLE 2 UNION RECOGNITION AND MEMBERSHIP ..... 2  
9 ARTICLE 3 MANAGEMENT RIGHTS ..... 4  
10 ARTICLE 4 HOLIDAYS ..... 5  
11 ARTICLE 5 VACATIONS..... 6  
12 ARTICLE 6 SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES ..... 8  
13 ARTICLE 7 SICK LEAVE ..... 10  
14 ARTICLE 8 WAGE RATES ..... 14  
15 ARTICLE 9 HOURS OF WORK..... 16  
16 ARTICLE 10 MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS..... 17  
17 ARTICLE 11 MISCELLANEOUS ..... 18  
18 ARTICLE 12 GRIEVANCE PROCEDURE..... 21  
19 ARTICLE 13 BULLETIN BOARDS ..... 24  
20 ARTICLE 14 SAVINGS CLAUSE..... 25  
21 ARTICLE 15 WORK & STOPPAGE AND EMPLOYER PROTECTIONS..... 26  
22 ARTICLE 16 WAIVER CLAUSE ..... 27  
23 ARTICLE 17 REDUCTION-IN-FORCE..... 28  
24 ARTICLE 18 TRANSFERS ..... 29  
25 ARTICLE 19 BILL OF RIGHTS ..... 30  
26 ARTICLE 20 EXECUTIVE LEAVE ..... 31  
27 ARTICLE 21 ALTERNATIVE WORK SCHEDULES..... 32  
28 ARTICLE 22 DURATION..... 33  
ADDENDUM A..... 34



1 ARTICLE 2. UNION RECOGNITION AND MEMBERSHIP

2        *Section 1.* The County Council recognizes the signatory organization, as representing  
3 *POLICE CAPTAINS* in the King County Sheriff's Office (Public Employment Relations  
4 Commission certification # 0-562).

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

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

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

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

28        The signatory organization will indemnify, defend, and hold the County harmless against any

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

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

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

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1 ARTICLE 3. MANAGEMENT RIGHTS

2 It is recognized that the Employer retains the right to manage the affairs of the County and to  
3 direct the work force. Such functions of the Employer include, but are not limited to the following:

- 4 a) determine the mission, budget, organization, number of employees, and internal  
5 security practices of the King County Sheriff's Office;
- 6 b) recruit, examine, promote, train, employees of its choosing, and determine the time  
7 and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- 8 c) assign and direct the work force;
- 9 d) develop and modify class specifications;
- 10 e) determine the method, materials, and tools to accomplish the work;
- 11 f) designate duty stations and assign employees to those duty stations;
- 12 g) establish reasonable work rules;
- 13 h) assign the hours of work;
- 14 i) take whatever actions may be necessary to carry out the Department's mission in case  
15 of emergency;
- 16 j) Bi-Weekly Pay: The right to define and implement a new bi-weekly payroll system is  
17 vested exclusively in King County. Implementation may include a conversion of wages and leave  
18 benefits into hourly amounts and the parties recognize King County's exclusive right to make the  
19 changes necessary to implement such payroll system.

20 In prescribing policies and procedures relating to personnel and practices, and to the  
21 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,  
22 as appropriate.

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

1 **ARTICLE 4. HOLIDAYS**

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

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| HOLIDAY:  | 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<br>Thursday in November |                        |
| 25th day of December                                | Christmas Day          |

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

20 *Section 2. Holidays For Employees On A 5/2 Schedule:* Employees working a 5/2 schedule  
21 with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the  
22 holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls  
23 on Sunday.

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1 **ARTICLE 5. VACATIONS**

2 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours  
 3 per week, shall receive vacation benefits as indicated in the following table:

| Full Years of Service                | Maximum Annual Leave in Days |
|--------------------------------------|------------------------------|
| 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                           |

19 Maximum vacation accrual will be 480 hours.

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

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

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

28 **Section 5. Forfeiture of Vacation:** Employees are responsible for requesting sufficient hours

1 of vacation leave, in accordance with Department policy, to ensure that they do not exceed the  
2 maximum accrual levels. All employees shall use or forfeit excess vacation accrual prior to  
3 December 31 of the year in which the excess was accrued. An employee may continue to accrue  
4 vacation leave beyond the maximum specified herein, if as a result of cyclical workloads or work  
5 assignments, the employee requested but was denied vacation leave time. Employees who leave  
6 King County employment for any reason will be paid for their unused vacation up to the maximum  
7 specified herein, except that employees who become disabled and retire as a result thereof shall be  
8 paid for all unused vacation.

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

14       **Section 7. Vacation Payoff:** Vacation payoff upon termination from employment for any  
15 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also  
16 include educational/longevity incentive pay.

17       **Section 8. Vacation Transfer:** Employees may transfer a portion of their accrued vacation to  
18 other employees consistent with King County ordinance K.C.C. 3.12.223; Ordinance 12014 Section  
19 22 policy and procedures.

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 converted to a  
5 Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury  
6 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 injury,  
12 and the date of final disposition made by either the local disability board or the State Retirement  
13 System. In the event that the application for disability leave/retirement is ultimately denied by the  
14 local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the  
15 allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance  
16 then in effect.

17 b) If the local disability board denies disability benefits or retirement benefits, the King  
18 County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board is  
19 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) years  
24 of continuous King County service, the existing balance of hours in the individual SLLB as of the  
25 date of such retirement or separation shall be paid pursuant to Article 5, Section 9 of this agreement  
26 to a maximum of fifty (50) days (400 hours).

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

28 a) Regular, full time LEOFF I employees shall be entitled to three (3) days (24 hours) of

1 bereavement leave for each death of a member of the employee's immediate family.

2           b) Three (3) paid leave days (24 hours) may be granted to an employee due to a requirement

3 to care for immediate family members who are seriously ill. No more than six (6) days of such leave

4 may be used for this purpose per calendar year. Written verification for family care leave may be

5 requested by management. This verification will include: 1) nature and severity of illness or injury;

6 2) relationship of immediate family member; and 3) a statement indicating that no other person is

7 available and/or capable of providing care for the ill or injured family member. In addition, family

8 care leave shall be approved for accompanying or transporting immediate family members to and

9 from a hospital or to medical or dental appointments, providing the immediate family member is a

10 minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's

11 aid. Up to one day's leave may be authorized for an employee to be at the hospital on the day of the

12 birth of his/her child in addition to the six (6) days mentioned above.

13           c) In cases of family care where no leave benefit exists, the employee will be granted leave

14 under the Employers Family Medical Leave ordinance.

15           d) Immediate family means persons related by blood or marriage to an employee as follows:

16 grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child,

17 brother, sister, grandchild, domestic partners, and any persons for whose financial or physical care the

18 employee is principally responsible.

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1 ARTICLE 7. SICK LEAVE

2       **Section 1. Accrual:** Full-time regular employees, and part-time regular employees who  
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each  
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that  
5 sick leave shall not begin to accrue until the first of the month following the month in which the  
6 employee commenced employment. The employee is not entitled to sick leave if not previously  
7 earned.

8       **Section 2. Loss of Accrual:** During the first year of service, employees eligible to accrue  
9 vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as  
10 an extension of sick leave. If an employee does not work a full year, any vacation leave used for sick  
11 leave must be reimbursed to the county upon termination.

12       **Section 3. Sick Leave Extension:** After the first six (6) months of full-time service, a regular  
13 employee may, at the division manager's discretion, be permitted to use up to five (5) days of  
14 vacation as an essential extension of used sick leave. If an employee does not work a full twelve (12)  
15 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

16       **Section 4. Increments:** Sick leave may be used in one-half hour increments at the discretion  
17 of the division manager or department director.

18       **Section 5. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits  
19 accrued by an employee.

20       **Section 6. Doctors certificate Verification of Illness:** Department Management is  
21 responsible for the proper administration of the sick leave benefit. A doctor's certificate verifying  
22 illness or inability to perform work may be required of an employee for any sick leave use when the  
23 County has cause to believe there has been an abuse of sick leave. The county will make a reasonable  
24 effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

25       **Section 7. Separation from Employment:** Separation from King County employment, except  
26 by retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave  
27 currently accrued to the employee. Should the employee resign in good standing or be laid off and  
28 return to the County within two years, accrued sick leave shall be restored.

1           **Section 8. Other Than County Employment:** Sick leave because of an employee's physical  
2 incapacity shall not be approved where the injury is directly traceable to employment other than with  
3 the County.

4           **Section 9. Sick Leave Cashout:**

5           Employees eligible to accrue sick leave and who have successfully completed at least five (5)  
6 years of county service and who retire as a result of length of service, or who leave County  
7 employment in good standing after twenty-five (25) years or more, or who terminate by reason of  
8 death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount  
9 equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's  
10 rate of pay in effect upon the date of leaving county employment less mandatory withholdings. All  
11 payments shall be made based on the employee's base rate as set forth herein, and there shall be no  
12 deferred sick leave reimbursement.

13           **Section 10. Immediate Family:** Immediate family is construed to mean persons related by  
14 blood or marriage to an employee as follows: grandparent, parent, child, legally adopted child,  
15 sibling, grandchild, domestic partners, immediate family for purposes of the Family Medical Leave  
16 Act (FMLA) leave shall be defined by the FMLA, and any persons for whose financial or physical  
17 care the employee is principally responsible.

18           **Section 11. Special Sick Leave:** All LEOFF II Police officers shall be provided with  
19 eighteen (18) days special sick leave, which shall be used only to supplement the employee's  
20 industrial insurance benefit should the employee be injured on the job during his or her first calendar  
21 year on the job. The special sick leave shall not be used until three (3) days of regular sick leave have  
22 been used for each incident of on-the-job injury. In the event there is no regular sick leave, the  
23 special sick leave shall be immediately available for an on-the-job injury. During the second year of  
24 employment, and for all succeeding years, all LEOFF II Officers shall be provided with eighteen (18)  
25 days special sick leave which shall only be utilized in the circumstances as herein described. Special  
26 sick leave is non-cumulative, but is renewable annually.

27           **Section 12. Special Workers Compensation Supplement:** The county will provide a Special  
28 Worker's Compensation Supplement to LEOFF II officers who are injured on the job, maintain

1 eligibility of Worker's Compensation and are unable to work (as determined by the County Safety  
2 Office) for a period exceeding six consecutive months, but not to exceed twelve consecutive months;  
3 provided that the officer's condition is the result of an injury occurring during the search, arrest or  
4 detention of any person/place, or during the attempt to search, arrest or detain any person/place or  
5 occurring when an officer is involved in an emergency response to a request for service.

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

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

16 **Section 13. Uses of Sick Leave:** Employees are eligible for payment on account of illness for  
17 the following reasons:

- 18 (1) Employee illness;
- 19 (3) Employee disability due to pregnancy or childbirth;
- 20 (4) Employee exposure to contagious diseases and resulting quarantine;
- 21 (5) Employee keeping medical, dental, or optical appointments.

22 **Section 14. Family Care and Bereavement Leave:**

23 a. Regular, full-time employees shall be entitled to three (3) working days (24  
24 hours) of bereavement leave a year due to death of members of their immediate family.

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

28 c. Three (3) sick leave days of absence (24 hours) from the job may be granted

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

12 d. In cases of family care where no sick leave benefit is authorized or exists, the  
13 employee may be granted leave without pay.

14 e. In the application of any of the foregoing provisions, holidays or regular days  
15 off falling within the prescribed period of absence shall not be charged against accrued sick leave.

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1 ARTICLE 8. WAGE RATES

2 *Section 1. Wage Rates:* Wage rates for 1998 are set forth in Addendum A

3 *Section 2. Effective January 1, 1998:* All Captains shall be placed on King County pay  
4 range 70 at their current step except that newly promoted Captains, those currently at Steps 2, 3, or 4  
5 of pay range 69, will be treated as if they had been placed on Step 3 of King County Pay Range 69 on  
6 their original promotion dates. (Examples: A Captain who on December 31, 1997 was at Step 8  
7 Range 69 will be placed on Step 8 Range 70 effective January 1, 1998. A Captain who on December  
8 31, 1997 was at Step 2 of Range 69 will be placed on Step 3 of Range 69 retroactively effective  
9 his/her promotion date). Anniversary dates are not changed by this agreement. "Original" ("old")  
10 Captains promoted before January 1, 1995 who on December 31, 1997 were on the old 4 step  
11 schedule – not on King County pay Range 69 – will be placed on Range 70 effective January 1, 1998.  
12 Effective January 1, 1998, then, there will be only one pay range – Range 70 – for all Captains.

13 *Section 3. Effective January 1, 1999:* wage rates in effect on December 31, 1998, shall be  
14 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,  
15 September 1997- September 1998; provided, however, that the amount produced by application of the  
16 foregoing shall not be less than 2% nor greater than 6%.

17 *Section 4.* Effective January 1, 2000 salaries shall be increased by 90% of the increase in the  
18 CPI-W, All Cities Index, September 1998- September 1999; provided, however, that the amount  
19 produced by application of the foregoing shall not be less than 2% nor greater than 6%.

20 *Section 5. 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 reinstatement,  
22 be compensated at Step 1 of their respective pay range. Upon successful completion of six (6)  
23 months actual service, after reinstatement, they shall be compensated at the appropriate wage step  
24 based upon their total service (prior service plus current service).

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

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

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1 **ARTICLE 9. HOURS OF WORK**

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

4           *Section 2.* The establishment of reasonable work schedules and starting times is vested solely  
5 within the purview of department management and may be changed from time to time. In the  
6 exercise of this prerogative, department management will establish schedules to meet the dictates of  
7 the workload, however, nothing contained herein will permit split shifts.

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

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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 provide  
9 such information to the committee.

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1 ARTICLE 11. MISCELLANEOUS

2       **Section 1.** An employee elected or appointed to office in a local of the signatory organization  
3 which requires a part or all of his/her time shall be given leave of absence up to one (1) year without  
4 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 Service  
8 Commission may be allowed to attend without loss of pay provided prior permission is granted by the  
9 Department Director or his designee.

10       **Section 4.** The parties agree that the Sheriff's Office has the right to assign Captains to  
11 perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of  
12 a higher classification, for a period of three (3) consecutive days or more, Captains shall be  
13 compensated at the first step of the salary range assigned to the classification under which they are  
14 acting, for the period of the assignment.

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

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

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

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

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

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

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

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

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

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

27           **Section 14.** During the term of this agreement the County may elect to replace one  
28 Communications Center bargaining unit position with a civilian, and to replace one Special

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1 Operations position with a major.

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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. Written reprimands are not subject to Step 4 of this procedure.

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 occurrence  
8 of such grievance, to the employee's immediate supervisor. The immediate supervisor shall gain all  
9 relevant facts and shall attempt to adjust the matter and notify the employee within twenty (20)  
10 working days. If a grievance is not pursued to the next level within five (5) working days, it shall be  
11 presumed resolved.

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

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

24 **Step 4 - Request for Arbitration:** Either the County or the union may request  
25 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which  
26 it wishes arbitrated except that written reprimands are not subject to Step 4 of the grievance  
27 procedure. The parties shall then select a third disinterested party to serve as an arbitrator. In the  
28 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from



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

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

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

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

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

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

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

19 **Section 4. Procedures:** A grievance challenging a disciplinary transfer or written reprimand  
20 may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In  
21 conducting disciplinary investigations, the County will comply with all relevant ordinances and  
22 departmental rules, and additionally will allow an employee who is the subject of a disciplinary  
23 interview or hearing to privately confer with a union representative during the interview or hearing.  
24 In those instances where disciplinary action is based on reasonable evidence of the commission of a  
25 crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the  
26 Grievance Procedure will be initiated immediately, and the Office of Human Resources Management  
27 shall render a decision within twenty (20) working days of the date the employee is accused of the  
28 violation or is relieved of duty. Employees who have been relieved of duty may request and shall

1 have approved, the utilization of accrued vacation and/or holiday hours.

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

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

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

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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.  
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1 ARTICLE 14. SAVINGS CLAUSE

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

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1 **ARTICLE 15. WORK & STOPPAGE AND EMPLOYER PROTECTIONS**

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

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

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

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

1 ARTICLE 16. WAIVER CLAUSE

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

8           The parties agree that in the event they enter into memoranda of understanding during the life  
9 of this agreement, such agreements are binding when signed by authorized representatives of the  
10 parties. No ratification process is required.

1 ARTICLE 17. REDUCTION-IN-FORCE

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

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

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1 ARTICLE 18. 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 shall  
11 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 1,  
13 1995, shall not be transferred into any position not held by a Captain prior to January 1, 1995 until  
14 June 1, 1996.



1 ARTICLE 19. BILL OF RIGHTS

2 King County has adopted Motion No. 7854 providing a Bill of Rights for Police Officers.

3 Prior to making any changes to the Bill of Rights, the County agrees to meet and negotiate with Local  
4 519.

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1 ARTICLE 20. EXECUTIVE LEAVE

2 *Section 1.* Employees in the position of Captain work in a bona fide executive/administrative  
3 capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act.

4 Captains are expected to work the hours required to accomplish the duties of their positions.

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

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

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

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

1 ARTICLE 21. ALTERNATIVE WORK SCHEDULES

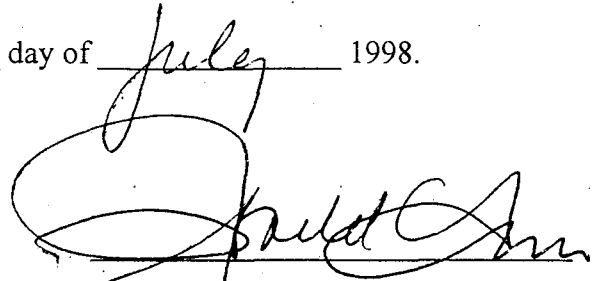
2           Nothing in this agreement shall preclude employees from working an alternative work  
3 schedule. Alternative work schedules shall be negotiated by the signatory organization and must  
4 have departmental and Office of Human Resources Management approval. Denial of an alternative  
5 work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

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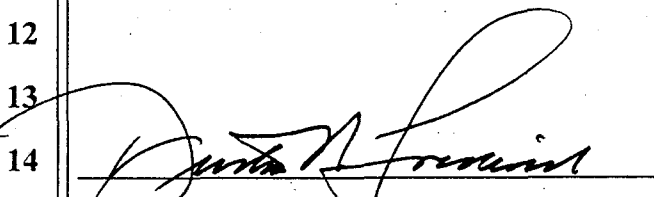
1 ARTICLE 22. DURATION

2 This contract shall become effective upon ratification by the King County Council and cover a  
3 three-year period beginning January 1, 1998 and ending December 31, 2000.

4  
5 APPROVED this 18 day of July 1998.

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9 KING COUNTY EXECUTIVE

10 SIGNATORY ORGANIZATION:

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14 \_\_\_\_\_  
15 Service Employees International Union

16 7/14/98  
Date

17 Public Safety Employees, Local 519  
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Public Safety Employees, Local 519  
Captains  
1998 Addendum A

King County Pay Range 70:

Monthly & Annual Rates

|         | Step 1    | Step 2    | Step 3    | Step 4    | Step 5    |
|---------|-----------|-----------|-----------|-----------|-----------|
| Annual  | 61,295.52 | 64,082.88 | 65,545.44 | 67,046.16 | 68,582.64 |
| Monthly | 5,107.96  | 5,340.24  | 5,462.12  | 5,587.18  | 5,715.22  |

|         | Step 6    | Step 7    | Step 8    | Step 9    | Step 10   |
|---------|-----------|-----------|-----------|-----------|-----------|
| Annual  | 70,158.48 | 71,773.68 | 73,429.44 | 75,126.72 | 76,866.00 |
| Monthly | 5,846.54  | 5,981.14  | 6,119.12  | 6,260.56  | 6,405.50  |

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

1 e) Newly promoted Captains will be placed no lower than Step 3 on this pay range.

2 **Section 2. Longevity/Education Incentive:** Employees covered by this Agreement shall  
 3 receive longevity/education incentive payment in accordance with the following schedule :

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5 **MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE.**

| 6  | Years       | 2 | 3 | 4   | 5  | 6  | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14  |
|----|-------------|---|---|-----|----|----|----|----|----|----|----|----|----|-----|
| 7  | longevity   |   |   |     | 1% | 2% | 3% | 4% | 5% | 6% | 7% | 8% | 9% | 10% |
| 8  | Associate's |   |   | 2%* |    |    |    |    |    |    |    |    |    |     |
| 9  | Degree      |   |   |     |    |    |    |    |    |    |    |    |    |     |
| 10 | Bachelor's  |   |   | 4%* |    |    |    |    |    |    |    |    |    |     |
| 11 | Degree      |   |   |     |    |    |    |    |    |    |    |    |    |     |
| 12 | Master's    |   |   | 6%* |    |    |    |    |    |    |    |    |    |     |
| 13 | Degree      |   |   |     |    |    |    |    |    |    |    |    |    |     |

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16 Effective January 1, 1998 longevity rates shall be based on Step three (3) of the current year  
 17 pay range 70. Education Incentive shall be calculated using the current Step two (2) police officer  
 18 rate in the King County Police Officers Guild collective bargaining agreement covering 1997, 1998,  
 19 1999, 2000.

20 **Section 3. Longevity Pay:** The practice concerning whether longevity and education  
 21 incentive are subject to retirement contribution and/or benefits shall be controlled by state law.

Memorandum of Understanding  
Between  
King County  
and

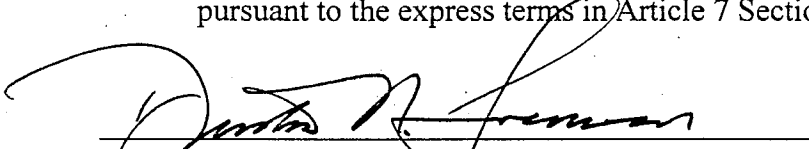
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Service Employees International Union, Public Safety Employees, Local 519  
Representing Captains  
in the Department of Public Safety – Sheriff's Office

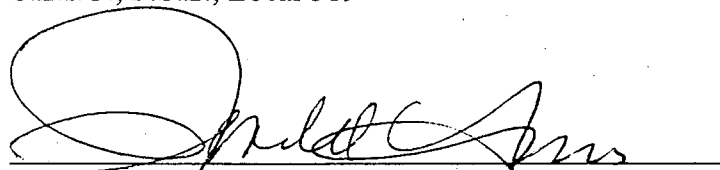
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1. This agreement is entered into between King County, represented by Deborah Bellam, and S.E.I.U., P.S.E., Local 519, represented by Dustin Frederick.
2. This agreement is the entire agreement on the above referenced subject;
3. This agreement is effective January 1, 1998 through December 31, 2000;
4. The parties recognize that King County is preparing to pass a County Family Medical Leave Act (FMLA) Ordinance, and/or a Family Leave Ordinance Executive Labor Policy which recognizes the Federal FMLA and specifies the County's policy with respect to family medical leave;
5. The parties agree to accept the County's FMLA when passed into ordinance by the King County Council or signed by the King County Executive as an Executive Policy or Order;
6. Provisions outlined in Article 7 (Sick Leave) in the collective bargaining agreement between King County and the S.E.I.U., P.S.E., Local 519 – Sheriff's Office Captains will be interpreted so as not to violate the Federal FMLA;
7. Once the King County ordinance or Executive Policy is passed and signed by the appropriate authorities, the King County FMLA Ordinance or Policy shall replace any provisions of the Collective Bargaining Agreement (specifically in Article 7 of the applicable contract) that may conflict in some way with the Ordinance or Policy. This includes but is not limited to Article 7 Section 15 of the contract; however, the benefits from the Ordinance and the Collective Bargaining Agreement shall not be cumulative. If Article 5 (Vacation) or Article 7 (Sick Leave) contain specific language regarding a specific benefit that provides a more generous benefit to employees than a specific provision in the FMLA Policy or Ordinance, the contract benefit will remain and the conflicting Ordinance or policy benefit will be deleted. An example of this follows:

If the FMLA Ordinance grants twelve (12) weeks per year of family medical leave, and the collective bargaining agreement, pursuant to Article 7 Section 10, grants six (6) days, the employee is eligible for twelve (12) weeks not twelve (12) weeks and six (6) days. The employee retains the right, however, to take six (6) of those days as paid sick leave pursuant to the express terms in Article 7 Section 15.

  
Signed this day on behalf of  
S.E.I.U., P.S.E., Local 519

7/14/98  
Date

  
Signed this day on behalf of  
King County

7/18/98  
Date

Memorandum of Understanding

Between  
King County  
and

13251

Service Employees International Union, Public Safety Employees, Local 519

Concerning Sheriff's Captains

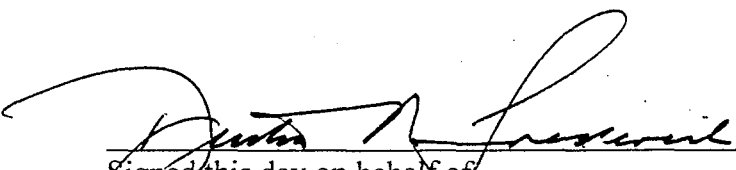
January 1, 1998 through December 31, 2000

Collective Bargaining Agreement

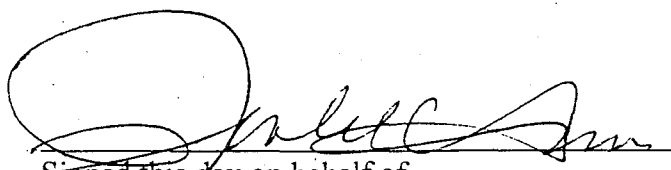
The parties, Public Safety Employees, Local 519 represented by Dustin Frederick, and King County, represented by Deborah Bellam, agreed to negotiate issues relating to potential conflict of interests relating to an Internal Investigations Unit Captain involved in union negotiations and union activities. The parties have reached an agreement on these issues and that agreement is summarized below:

1. The parties recognize that there is at least a potential conflict of interest when the Internal Investigations Unit Captain holds a union office;
2. The parties recognize that the Internal Investigations Unit Captain reports directly to the Sheriff and participates in some labor policy setting meetings and discussions;
3. The parties agree that a compromise on the matter is appropriate. The parties agree that no Captain who is assigned to the Department's Internal Investigations Unit will hold union office (including but not limited to holding a seat on the Executive Board) or sit on a negotiating team;
4. Nothing herein prohibits the Internal Investigations Unit Captain from being a union member, paying union dues, voting in union elections, or attending union meetings the same as other Captains.

This agreement is the entire agreement on the above reference subject, and is effective from the date of the last signature below through December 31, 2000.

  
Signed this day on behalf of  
Service Employees International Union  
Public Safety Employees, Local 519

7/14/98  
Date

  
Signed this day on behalf of  
King County

7/18/98  
Date