



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 29, 2000**

**Ordinance 13745**

**Proposed No.** 2000-0136.1

**Sponsors** Phillips, Nickels and Pullen

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Public, Professional & Office-Clerical  
4 Employees and Drivers, Teamsters Local Union No. 763  
5 (Representing Courthouse Security Officers), representing  
6 employees in the King County sheriff's office; and  
7 establishing the effective date of said agreement.  
8

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King  
11 County and the Public, Professional & Office-Clerical Employees and Drivers, Teamsters  
12 Local Union No. 763 (Representing Courthouse Security Officers), representing  
13 employees in the King County sheriff's office and attached hereto is hereby approved and  
14 adopted by this reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreement shall be effective from

16 January 1, 2000, through and including December 31, 2002.

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Ordinance 13745 was introduced on 2/14/00 and passed by the Metropolitan King County Council on 2/28/00, by the following vote:

Yes: 9 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. McKenna, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

Excused: 4 - Mr. Phillips, Mr. Pelz, Ms. Sullivan and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



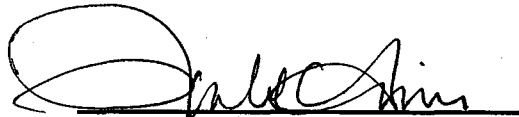
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1 day of March, 2000.



Ron Sims, County Executive

**Attachments** A. Agreement by and between King County, Washington and Public Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Representing Courthouse Security Officers) January 1, 2000 through December 31, 2002



1 **ARTICLE 2: NON-DISCRIMINATION**

2           2.1 The Employer and the Union shall not unlawfully discriminate against any individual  
3 with respect to compensation, terms, conditions or privileges of employment because of race, color,  
4 religion, national origin, ancestry, age, sex, marital status, sexual orientation or any sensory, mental  
5 or physical handicap. The provisions of this Article 2 shall be grievable only through STEP 3 in the  
6 grievance procedure set forth in Article 16.

7           2.1.1 Wherever words denoting a specific gender are used in this Agreement, they are  
8 intended and shall be construed so as to apply equally to either gender.

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1 **ARTICLE 3: RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION**

2       **3.1 Recognition** - The Employer recognizes the Union as the exclusive bargaining  
3 representative for those employees whose job classifications are listed in the attached Appendix "A".

4       **3.1.1** A Part-time Employee shall be defined as an employee employed in a Part-time  
5 Position. A Part Time Position shall be defined as a position that is not a regular position and in  
6 which a part-time employee is employed less than half time.

7       **3.1.1.1** A Part-time Employee may, in lieu of the Union membership requirements set forth  
8 within Section 3.2, pay a Union service fee in an amount equivalent to one and one-half percent  
9 (1.5%) of the total gross earnings received by the Part-time Employee for all hours worked within the  
10 bargaining unit each pay period, commencing with the thirty-first (31st) day following the Part-time  
11 Employee's first date of assignment to perform bargaining unit work. The service fee shall be  
12 deducted from the employee's paycheck by payroll deduction. In no event shall the monthly service  
13 fee paid by the Part-time Employee exceed the amount of the monthly Union dues for regular full-  
14 time/part-time employees. Part-time Employees shall not be covered under any other provisions set  
15 forth in this Labor Agreement except for this Article 3 and Section A.1, A.2, A.3 and A.10 of  
16 Appendix "A".

17       **3.2 Union Membership** - It shall be a condition of employment that all employees covered by  
18 this Agreement who are members of the Union in good standing on the effective date of this  
19 Agreement shall remain members in good standing and those who are not members in good standing  
20 on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date  
21 of this Agreement, become and remain members in good standing in the Union. It shall also be a  
22 condition of employment that all employees covered by this Agreement and hired on or assigned into  
23 the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the  
24 beginning of such employment, become and remain members in good standing in the Union, or pay  
25 fees to the union to the extent permitted by law.

26       **3.2.1** Employees with a bona fide religious objection (as determined by the Public  
27 Employment Relations Commission) to union membership shall not be required to become and  
28 remain members in good standing in the Union, but shall be required to contribute an amount equal to

1 the regular monthly union dues and initiation fees to a non-religious charity mutually agreed upon by  
2 the employee and the union. The employee shall every thirty (30) days furnish proof that such  
3 payment has been made.

4       **3.2.2** In the event an employee fails to abide by the provisions of Section 3.2 or 3.2.1, the  
5 Union may give the Employer notice of this fact. Within fifteen (15) days after receipt of such  
6 notice, the services of such employee shall be terminated by the Employer.

7       **3.3 Dues Deduction** - Upon receipt of a written authorization individually signed by a  
8 bargaining unit employee, the Employer shall have deducted from the pay of such employee the  
9 amount of dues as certified by the Secretary of the Union and shall transmit the same to the Treasurer  
10 of the Union.

11       **3.3.1** The Union shall indemnify, defend and hold the Employer harmless against any claims  
12 made and against any suit instituted against the Employer on account of any checkoff of dues for the  
13 Union. The Union shall refund to the Employer any amounts paid to it in error on account of the  
14 check-off provision upon presentation of proper evidence thereof.

15       **3.4 Union Notification** - Within five (5) days from assignment of an employee for regular  
16 employment, the Employer shall forward to the Union a completed membership application form  
17 signed by that employee. The Employer shall notify the Union promptly of all employees leaving its  
18 employment.

19       **3.5 Discrimination** - No employee shall be discharged or discriminated against in any way  
20 because of his or her membership in or activities on behalf of the Union provided such activities do  
21 not interfere with the performance of his or her job duties.

22       **3.6 Visitation Rights** - Authorized representatives of the Union may, after notifying the  
23 Employer, visit the work location of employees covered by this Agreement at any reasonable time.

24       **3.7 Bulletin Boards** - The Employer and the Union shall cooperate to insure that adequate  
25 space on the Employer's premises is provided for posting of announcements of meetings, election of  
26 officers and any other Union material.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2           4.1 The Union recognizes the prerogatives of the County to operate and manage its affairs in  
3 all respects in accordance with its responsibilities and powers of authority.

4           4.2 The County shall have the right to schedule overtime work as required and consistent  
5 with requirements of public employment.

6           4.3 Every incidental duty connected with operations enumerated in job descriptions is not  
7 always specifically described.

8           4.4 The County reserves the right to discipline non-probationary employees for just cause.

9           4.5 The County reserves the right to layoff personnel for lack of work, lack of funds, or  
10 reasons of efficiency.

11           4.6 The County shall have the right to determine schedules of work and to establish the  
12 methods and processes by which such work is performed.

13           4.7 No policies or procedures covered by this Agreement shall be construed as delegating to  
14 others or as reducing or abridging the following management responsibilities:

15                   - The responsibility of the Office of Human Resource Management for  
16                   determining classification, status and tenure of employees,  
17                   establishing rules, initiating promotion and disciplinary actions and  
18                   certifying payrolls.

19                   - The responsibility of Department Heads governed by Charter  
20                   provisions, Ordinances, and Administrative Guidelines for Civil  
21                   Service Employees which include, but are not limited to the  
22                   following:

23                   - To suspend, demote, discharge, or take other disciplinary action  
24                   against non-probationary employees for just cause;

25                   - To relieve employees from duties because of lack of work, lack of  
26                   funds, or reasons of efficiency;

27                   - To determine methods, means, and employees necessary for  
28                   departmental operations;

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- To control the departmental budget; and
- To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.



1 ARTICLE 5: WAGES

2           5.1 The classifications of employees covered by this Agreement and the corresponding rates  
3 of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.  
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1 ARTICLE 6: HOURS OF WORK

2           6.1 The standard workweek for full-time regular employees shall consist of five (5)  
3 consecutive standard workdays not to exceed eight (8) hours each, inclusive of a paid lunch period,  
4 and not to exceed forty (40) hours per week, and shall normally be scheduled Monday through  
5 Friday. The working hours of each day shall normally be between 6:00 A.M. and 6:00 P.M., for  
6 which the hourly rate shall be paid as set forth in Appendix "A" of this Agreement. The hours of  
7 work of an employee may be changed consistent with Section 6.2. below.

8           6.1.1 Upon Employer notice to the Union of the work hours associated with security for  
9 Sound Transit, the hours of work language will be revised to reflect the hours involved.

10           6.2 Each employee shall be assigned a regular starting time which shall not be changed  
11 without seven (7) days notice (except in emergency situations, which shall include reassignment  
12 occasioned by substitutions for employees on sick leave, etc.) prior to the beginning of the following  
13 week or by mutual consent between the employee and the Employer. In the event an employee's  
14 starting time is changed less than seven (7) days prior to the beginning of the new starting time, he  
15 shall be paid in accordance with the provisions of Article 7 except in emergency situations, which  
16 shall include reassignment occasioned by substitutions for employees on sick calls, etc.

17           6.3 Employees performing a full shift shall be allowed one half (1/2) hour lunch period and  
18 one (1) fifteen (15) minute rest period for each one-half (1/2) shift worked.

1 **ARTICLE 7: OVERTIME**

2 7.1 Except as otherwise provided in this Article, employees on a five (5) day schedule shall  
3 be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate  
4 of pay for all hours worked in excess of eight (8) hours in one (1) day, inclusive of lunch period, or  
5 forty (40) hours in one (1) week.

6 7.2 A minimum of four (4) hours at the overtime rate shall be allowed for each callback.  
7 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime  
8 rate.

9 7.2.1 A callback is defined as any situation where the employee has left work and is  
10 subsequently contacted and required to return to work prior to the employee's next scheduled work  
11 shift.

12 7.2.2 Scheduled overtime is not a callback and shall be paid at the straight time rate until the  
13 employee qualifies for time and one-half pay pursuant to Section 7.1. Scheduled overtime shall  
14 include occasions where an employee is required to report to work earlier than previously scheduled.

15 7.3 All overtime shall be authorized in advance by the Department Director or designee in  
16 writing, except in emergencies.

17 7.4 Compensatory Time - With mutual agreement of the Employer and employee,  
18 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory  
19 time may be accrued to a maximum of forty (40) hours. Requests to use compensatory time will be  
20 approved unless the employee's absence during the period requested will unduly disrupt the  
21 operations of the Department. Compensatory time accrued shall be used during the calendar year in  
22 which it is earned unless such utilization is not feasible due to the work demands of the position, in  
23 which case the employee may request and the department director or his designee may approve the  
24 carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over  
25 compensatory hours must be used within the first quarter of the new year. Each worksite will be  
26 provided with a breakdown of comp time earned/used for each pay period.

1 **ARTICLE 8: SENIORITY**

2           8.1 Employees shall be afforded the right to utilize their seniority as hereinafter defined for  
3 the purposes specifically provided for within this Agreement.

4           8.2 An employee shall be recognized as having attained seniority status when such employee  
5 shall have completed a probation period twelve (12) consecutive months. Upon completion of the  
6 employee's probation period he/she shall be assigned a seniority date which shall be the date when  
7 he/she first commenced his/her twelve (12) month probation.

8           8.2.1 In the event an employee is laid off during his/her twelve (12) month probation period  
9 and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days from  
10 the employee's date of layoff; he shall then be credited with all days previously worked for purposes  
11 of satisfying his twelve (12) month probation status and establishing his resultant classification  
12 seniority date.

13           8.2.2 Employees shall continue to accrue seniority during an absence caused by industrial  
14 disability. An employee who is unable to work because of a non-work related injury or illness shall  
15 not accumulate seniority during such absence of thirty (30) calendar days or longer after that absence  
16 exceeds his service credits relative to sick leave and vacation benefits.

17           8.2.3 Employees on an approved leave of absence of thirty (30) calendar days or longer  
18 without pay shall not accumulate seniority credits during such absence.

19           8.2.4 When an employee is, or has been, promoted or transferred from the bargaining unit to  
20 another job so as to be excluded from coverage by this Agreement, such employee may be returned to  
21 the unit by the Employer and he shall resume his seniority which he had as of the date of promotion  
22 or transfer; provided however, in the event any such employee remains outside of the bargaining unit  
23 for a period exceeding twelve (12) months, he shall not have his bargaining unit seniority restored  
24 upon his return to the bargaining unit.

25           8.3 Bargaining unit seniority shall be defined as an employee's total length of service within a  
26 classification(s) covered by this Agreement. Bargaining unit seniority shall include time spent prior  
27 to January 1, 1996 working as a Court Security Officer in the King County Courthouse.

28           8.4 Seniority rights shall be forfeited for either of the following causes:

- 1 - Discharge for just cause.
- 2 - Resignation; provided however, in the event an employee who has
- 3 completed his twelve (12) month's probation period is rehired to a
- 4 classification covered by this Agreement within twelve (12) months
- 5 from the date of his termination or resignation, that employee shall
- 6 then be credited with all his seniority credits previously existing on
- 7 his last day worked.

8 **8.5 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the Employer

9 shall layoff the employee who has the least seniority within the bargaining unit. Employees

10 originally hired or promoted into the bargaining unit on the same date shall be ranked for purposes of

11 establishing their seniority, in order of their position on the eligibility list, i.e. an employee who

12 placed higher on the list would have greater seniority than an employee who placed lower. In the

13 event there continues to be a tie in bargaining unit seniority, the Employer shall determine the order

14 of layoff based on merit. Prior to any layoff, all temporary and probationary employees within the

15 bargaining unit shall be laid off first.

16 **8.6 Recall from Layoff** - Employees displaced due to a reduction-in-force shall be recalled in

17 the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to

18 perform the work for which they were recalled.

19 **8.7 Seniority Lists** - Once a year, at the request of the Union, seniority lists established in

20 accordance with the provisions of this Article shall be mailed by the Employer to the Union.

21 **8.8 Seniority Consideration in Post and Shift Assignments.** When making post and shift

22 assignments, the Employer shall consider seniority. Department needs shall be the primary

23 consideration when making post and shift assignments.

**ARTICLE 9: HOLIDAYS**

9.1 All regular full-time employees shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th

and any day designated by public proclamation of the Chief Executive of the State as a legal holiday. Any holiday improvements granted to other County employees shall be provided to all bargaining unit employees.

9.2 For all employees employed on a five (5) day workweek schedule, whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

9.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

9.4 All holidays shall be observed in accordance with RCW 1.16.050, as amended.

9.5 All regular full-time employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and on the first of November of each year. These days can be used in the same manner as any vacation day earned.

1 **ARTICLE 10: VACATIONS**

2 **10.1 Accrual Rates** - Regular full-time employees in a paid status for forty (40) hours per  
3 week, shall receive vacation benefits as indicated in the following schedule:

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5

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

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21 **10.1.1** Notwithstanding the above vacation schedule, the following full-time employees, shall  
22 accrue vacation leave as follows:

23 **10.1.2** Employees who were employed on or before December 31, 1995 and by that date had  
24 completed at least three (3) but less than five (5) full years of service shall begin to accrue fifteen (15)  
25 days of vacation leave per year effective January 1, 1996.

26 **10.1.3** Employees who were employed on or before December 31, 1995 and subsequent to  
27 that date complete three (3) full years of service shall begin to accrue fifteen (15) days of vacation  
28 leave per year effective on the first day of their fourth (4th) year of service.

1           **10.1.4** Part-time regular employees shall accrue vacation leave in accordance with the  
2 vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their  
3 normally scheduled workweek.

4           **10.1.5** Full-time regular employees may accrue up to sixty (60) days vacation leave. Part-  
5 time regular employees may accrue vacation up to sixty (60) days prorated to reflect their normally  
6 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount  
7 prior to December 31st of each year. Failure to use vacation leave beyond the maximum accrual  
8 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the  
9 Director of the Department of Public Safety has approved a carryover of such vacation leave because  
10 of cyclical workloads, work assignments or other reasons as may be in the best interests of the  
11 Employer.

12           **10.1.6** An employee shall not be granted vacation benefits if not previously accrued.  
13 Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall  
14 not be eligible to take or be paid for vacation leave until they have successfully completed their first  
15 six (6) months of County service, and if they leave County employment prior to successfully  
16 completing their first six (6) months of County service, shall forfeit and not be paid for accrued  
17 vacation leave.

18           **10.2** County Employment While On Vacation - No employee shall be permitted to work for  
19 compensation for the County in any capacity during the time when vacation benefits are being drawn.

20           **10.3** Incremental Usage - Vacation may be used in one half (1/2) hour increments at the  
21 discretion of the Department Director or his appointed designee.

22           **10.4** Upon Termination - Upon termination for any reason, the employee shall be paid for any  
23 unused vacation credits.

24           **10.5** Upon Death - In cases of separation by death, payment of unused vacation benefits shall  
25 be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title II.

26           **10.6** Vacation Scheduling - Vacations shall be scheduled up through April 1st of each year on  
27 a seniority basis. Vacation requests submitted after April 1st shall be approved on a first come first  
28 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be



1 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be  
2 requested two (2) weeks in advance. If the need arises, an individual may contact his Division  
3 Manager and request emergency vacation. Approval of emergency vacation shall be at the discretion  
4 of the Division Manager.

5       10.6.1 All vacation requests shall receive a definite written yes or no response as soon as  
6 possible from the submission of same. Once approved the Employer shall not rescind vacation,  
7 unless an emergency exists.

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1 **ARTICLE 11: LEAVES**

2           **11.1 Sick Leave** - Regular employees shall accrue sick leave benefits at the rate of point zero  
3 four six one six (.04616) hours for each hour in pay status exclusive of overtime up to a maximum of  
4 eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month  
5 following the month in which the employee commenced employment. The employee is not entitled  
6 to sick leave if not previously earned.

7           **11.1.1** During the first six (6) months of service, employees eligible to accrue vacation leave  
8 may, at the appointing authority's discretion, use accrued days of vacation leave as an extension of  
9 sick leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave  
10 must be reimbursed to the County upon termination.

11           **11.1.2** Sick leave may be used in fifteen (15) minute increments at the discretion of the  
12 Department Director or his designee.

13           **11.1.3** There shall be no limit to the hours of sick leave benefits accrued by an employee.

14           **11.1.4** Accrued sick leave shall be paid for the following reasons:

15                   a. The employee's bona fide illness; provided, that an employee who suffers an  
16 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
17 in a total amount greater than the net regular pay of the employee;

18                   b. The employee's incapacitating injury, provided that:

19                           1. An employee injured on the job may not simultaneously collect sick leave  
20 and worker's compensation payments in a total amount greater than the net regular pay of the  
21 employee;

22                           2. An employee may not collect sick leave for physical incapacity due to any  
23 injury or occupational illness which is directly traceable to employment other than with the County;

24                           3. Exposure to contagious diseases and resulting quarantine;

25                           4. A female employee's temporary disability caused by or contributed to by  
26 pregnancy and childbirth;

27                           5. The employee's medical or dental appointments, provided that the  
28 employee's appointing authority has approved the use of leave for such appointments;

1                   6. To care for the employee's child or the child of an employee's domestic  
2 partner if the following conditions are met:

3                   (1.) The child is under the age of eighteen (18);

4                   (2.) The employee is the natural parent, step-parent, adoptive parent,  
5 legal guardian or other person having legal custody and control of the child;

6                   (3.) The employee's child or the child of an employee's domestic  
7 partner has a health condition requiring the employee's personal supervision during the hours of  
8 his/her absence from work;

9                   (4.) The employee actually attends to the child during the absence from  
10 work.

11                **11.1.4.1** Department management is responsible for the proper administration of the sick  
12 leave benefit.

13                **11.1.5** Separation from employment, except by retirement or reason of temporary layoff due  
14 to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the  
15 employee resign in good standing and return to the Employer within two (2) years, accrued sick leave  
16 shall be restored.

17                **11.1.6** Up to one (1) day of sick leave may be used by a male employee for the purpose of  
18 being present at the birth of his child.

19                **11.1.7** Sick leave used due to an employee's physical incapacity shall not be approved when  
20 the injury is directly traceable to simultaneous employment other than with the Employer.

21                **11.1.8** The Employer shall reimburse employees who have successfully completed at least  
22 five (5) years of service and who retire as a result of length of service or who terminate by death  
23 thirty-five percent (35%) of their unused accumulated sick leave. All payments shall be made in  
24 cash, based upon the employee's base rate of pay and there shall be no deferred sick leave  
25 reimbursement.

26                **11.1.9** Employees injured on the job shall not simultaneously collect sick leave and Worker's  
27 Compensation payments greater than the net regular pay of the employee. In the event an employee  
28 shall be entitled to benefits or payments under the Worker's Compensation Act, the employee may

1 elect to use accrued paid leave benefits to supplement the disability payments. In such event, the  
2 Employer shall pay only up to the maximum of the difference between the benefits and payment  
3 received under such insurance or act by such employee and his regular rate of compensation that he  
4 would have received from the Employer if able to work. The foregoing payment by the Employer  
5 shall be limited to the period of time that such employee has accumulated paid leave credits as  
6 specified herein.

7 **11.1.10** Employees who have been employed the entire previous calendar year and who use  
8 sixteen (16) hours of sick leave or less in such calendar year shall receive one (1) additional day of  
9 vacation.

10 **11.1.11** Should an employee be laid off or resign in good standing and return to work within  
11 two (2) years, accrued sick leave credits shall be restored to the employee.

12 **11.2 Family Care and Bereavement** - Regular full-time employees shall be entitled to three  
13 (3) working days of bereavement leave a year due to death of members of their immediate family.

14 **11.2.1** Immediate family for purposes of bereavement leave shall be defined as children,  
15 parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and  
16 parents and siblings of the employee's spouse.

17 **11.2.2** Regular full-time employees who have exhausted their bereavement leave shall be  
18 entitled to use sick leave in the amount of three (3) days when death occurs to a member of the  
19 employee's immediate family.

20 **11.2.3** In cases of family care where no sick leave benefit exists, the employee may be  
21 granted leave without pay.

22 **11.2.4** In the application of any of the foregoing provisions, when a holiday or regular day off  
23 falls within the prescribed period of absence, it shall not be charged.

24 **11.3 Leave of Absence (Long Term)** - A regular employee may, at the discretion of the  
25 Employer and upon written approval, be granted a leave of absence without pay, for a period not  
26 exceeding one (1) year. At the conclusion of such leave, the employee will be reinstated to the  
27 position, if such position still exists. Benefits shall not accrue to the employee during such leave of  
28 absence.

1           **11.3.1 Leave for Child Care** - A child care leave of absence without pay may be granted for a  
2 period of up to twelve (12) months, as provided in Section 11.3, to an employee (male or female) who  
3 becomes a parent by childbirth or adoption.

4           **11.4 Jury Leave** - All regular employees ordered on a jury shall be entitled to their regular  
5 pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King  
6 County Office of Finance. Employees shall report back to their work supervisor when dismissed  
7 from jury service.

8           **11.5 Military Leave** - Employees who voluntarily enlist or are drafted to serve in any branch  
9 of the military service shall be given a leave of absence consistent with applicable law.

10           **11.5.1** Employees on military leave shall receive normal pay for a period not to exceed  
11 fifteen (15) working days per year. Such military leave shall be in addition to any other time off  
12 covered by the current Collective Bargaining Agreement.

13           **11.5.2** Normal furlough days that fall within an active duty training period do not count as  
14 military leave. Employees should schedule military leave in advance to avoid adverse impact on  
15 daily staffing levels and to minimize operational overtime costs. Military leave that is scheduled in  
16 advance shall receive priority consideration if it conflicts with a vacation request. Employees subject  
17 to military leave shall submit an order or request from their military unit to the Personnel Unit via  
18 Chain of Command. The order or request shall include the date when the military leave begins and  
19 shall be attached to a King County Absence Request form.

20           **11.5.3** Supervisors who are approving military leave requests shall review the actual military  
21 order or request before approving the military leave request. The supervisor may contact the  
22 requesting officer's unit commander to verify the training schedule.

23           **11.6 Transfer of Leave Credits** - Employees who transfer from other county departments may  
24 transfer accumulated annual and sick leave credits. Length of service with the County will be  
25 considered when determining vacation accrual rates.

26           **11.7 Donation of Vacation and Sick Leave Hours** - Donation of vacation leave hours and sick  
27 leave hours may be made under the following conditions:

28           **11.7.1 Vacation Hours** - Any regular employee may donate a portion of his or her accrued

1 vacation leave to another regular Employee. Such donation will occur upon written request to and  
2 approval of the donating and receiving employees' Department Director(s), except that requests for  
3 vacation donation made for the purposes of supplementing the sick leave benefits of the receiving  
4 employee shall not be denied unless approval would result in departmental hardship for the receiving  
5 department. The number of hours donated shall not exceed the donor's accrued vacation credit as of  
6 the date of the request. No donation of vacation hours shall be permitted if it would cause the  
7 employee receiving the transfer to exceed his or her maximum vacation accrual. Donated vacation  
8 leave hours must be used within ninety (90) calendar days following the date of donation. Donated  
9 hours not used within ninety (90) days or due to the death of the receiving employee shall revert to  
10 the donor. Donated vacation leave hours shall be excluded from vacation leave payoff. For purposes  
11 of this Section, the first hours used by an employee shall be accrued vacation leave hours.

12 **11.7.2 Sick Leave Hours** - Any regular employee may donate a portion of his or her accrued  
13 sick leave to another Regular Employee upon written notice to the donating and receiving employees'  
14 Department Director(s). No donation shall be permitted unless the donating employees' sick leave  
15 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No  
16 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar  
17 year. Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not  
18 used within ninety (90) days or due to the death of the receiving employee shall revert to the donor.  
19 Donated sick leave hours shall be excluded from any sick leave payoff. For purposes of this Section,  
20 the first hours used by an employee shall be accrued sick leave hours.

21 **11.7.3** All donations of vacation and sick leave are strictly voluntary. Employees are  
22 prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in  
23 exchange for donating vacation or sick leave hours. All vacation and sick leave hours donated shall  
24 be converted to a dollar value based on the donor's straight-time hourly rate at the time of donation.  
25 Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual  
26 number of hours received. Unused donated vacation and sick leave shall be reconverted based on the  
27 donor's straight-time hourly rate at the time of the conversion.

28 **11.8 Family Medical Leave** - The Employer shall provide Family and Medical Leave as

1 outlined in King County Ordinance.

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**ARTICLE 12: MEDICAL, DENTAL, VISION, AND LIFE INSURANCE**

12.1 King County presently participates in group medical, dental, vision and life insurance programs. The County agrees to maintain such programs during the term of this Agreement, provided that the Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

12.2 A newly hired Regular Employee shall be eligible for receipt of all benefits under the Employer's medical, dental, vision, life insurance and long term disability insurance programs on the first day of the month following the date the employee commences employment with the Employer.

12.3 There shall be established a Joint Labor-Management Insurance Committee comprised of an equal number of representatives from the Employer and the Labor Union Coalition whose function shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs. The Employer and the Union shall implement any changes in employee insurance benefits which result from any agreement of the Joint Labor-Management Committee.

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1 ARTICLE 13: TRANSPORTATION

2           13.1 Mileage - Employees who have been authorized by the Employer to use their own  
3 transportation to a Court outside of the Superior Court shall be reimbursed for mileage at the rate  
4 established by County ordinance and in addition shall be covered by County insurance.

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1 **ARTICLE 14: UNIFORMS**

2 **14.1 Uniforms** - The Employer shall provide for each Officer and continue to maintain for  
3 each Officer, the following minimum uniform, weapon, equipment and leather gear issue:

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Uniform Items	
Shirts	4 (2 short sleeve, 2 long sleeve)
Trousers	2 pair
Shoes	2 pair
Heavy Winter Jacket with lining	1
Shoulder Patches	as needed
Badge	2 (1 metal, 1 cloth)
Name Tag	2
Belt	1
Protective Vest	1 (same as KC Police)

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Weapon Items & Equipment	
Hand Gun	1
Nightstick	1
Handcuffs	1 pair
Chemical Spray	1

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Leather Gear Items	
Gun Belt	1
Gun Holster	1
Bullet Pouches	1
Keepers	4
Handcuff Case	1
Chemical Spray Holder	1
Nightstick Holder	1
Leather Key Holder	1

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27 **14.1.1** The employee shall be held accountable for all uniforms, weapons and leather gear  
28 which are issued to the employee by the Employer. Items which become worn out and/or items

1 which become lost or destroyed as a direct result of the performance of the employee's duties, or as a  
2 result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the  
3 Employer. Accountable items of clothing or protective devices assigned to an employee which are  
4 lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the  
5 employee.

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1 **ARTICLE 15: MISCELLANEOUS**

2           **15.1: Discipline** - The Employer shall not discipline a non-probationary employee without  
3 just cause. The Employer shall recognize the principle of progressive discipline in the administration  
4 of employee discipline. Further, the Employer shall forward a copy of any and all warning notices  
5 relating to an employee's work performance to the Union at the time of issuance to the employee.

6           **15.2: Weapons/Defense Tactics** - All Officers shall qualify with a handgun no less than once  
7 per calendar year scheduled by the Employer. In addition, all Officers, upon request shall be  
8 provided ammunition for additional practice session(s) per calendar year scheduled by the Employer.

9           **15.3: Labor-Management Conference Committee** - The Employer and the Union shall  
10 establish a joint Labor-Management Conference Committee which shall be comprised of participants  
11 from both the Employer and the Union. Each party shall have the sole right to select its participants.  
12 The function of the Committee shall be to meet periodically to discuss issues of general interest  
13 and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious  
14 working relationship between the employees, the Employer and the Union. Either the Employer or  
15 the Union may request a meeting of the Committee; however, neither party is obligated to meet more  
16 than twice a year. The party requesting the meeting shall do so in writing listing the issues they wish  
17 to discuss.

1 ARTICLE 16: GRIEVANCE PROCEDURE

2           16.1 The County and the Union recognize the importance and desirability of settling  
3 grievances promptly and fairly in the interest of continued good employee relations and morale. In  
4 furtherance of this objective, the County and the Union shall extend every effort to settle grievances  
5 at the lowest possible level of supervision.

6           16.2 Employees shall be unimpeded and free from restraint, interference, coercion,  
7 discrimination or reprisal in seeking adjudication of their grievances.

8           16.3 A grievance shall be defined as an issue relating to the interpretation and application of  
9 rights, benefits, or conditions of employment as contained in this Agreement.

10           16.4 The Union shall not be required to press employee grievances if in the Union's opinion,  
11 such lack merit. With respect to the processing, disposition and/or settlement of any grievance,  
12 including hearings and final decision of any arbitrator, the Union shall be the exclusive representative  
13 of the employee.

14           16.5 Employees, whether Union members or not, shall have no independent unilateral  
15 privilege or right to invoke the grievance procedure.

16           16.6 The disposition and/or settlement of any grievance or other matter in dispute as  
17 determined by and between the Union and the County shall be final and binding upon all parties to  
18 the dispute.

19           16.7 STEP 1 - A grievance shall be verbally presented by the aggrieved employee or the  
20 Union within (10) calendar days of the occurrence of such grievance to the employee's immediate  
21 supervisor. The immediate supervisor shall gain all relevant facts, discuss the same with the Division  
22 Manager, and attempt to adjust the matter and notify the employee within seven (7) calendar days  
23 after receipt of the grievance.

24           16.8 STEP 2 - If the grievance has not been satisfactorily resolved, the employee and the  
25 Union representative shall reduce the grievance to writing, outlining the facts as they are understood,  
26 the Section of the Agreement allegedly violated and the remedy sought. The written grievance  
27 shall then be presented to the Department Director for investigation, discussion and written reply.  
28 The Department Director shall make a written decision available to the aggrieved employee and the

1 Union within fifteen (15) calendar days.

2       **16.9 STEP 3** - If the decision of the Department Director has not resolved the grievance to  
3 the satisfaction of the Union, the grievance shall be presented to a joint committee or equal  
4 representation from the Union and the County with a maximum of two (2) for each side. This  
5 committee shall attempt to resolve the grievance within fifteen (15) calendar days.

6       **16.10 STEP 4** - Should this committee be unable to resolve the grievance, either the County  
7 or the Union may request arbitration specifying the exact question which it wishes to be arbitrated,  
8 the Section of the Agreement violated and the remedy sought provided such request has been initiated  
9 within ninety (90) calendar days from the date the grievance was brought to the attention of the  
10 employee's immediate supervisor provided for in STEP 1. The committee shall then select a third  
11 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a  
12 third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7)  
13 names furnished by the American Arbitration Association. The arbitrator shall be selected from the  
14 list by both the County representative and the Union representative each alternately striking a name  
15 from the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The  
16 arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be  
17 asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon  
18 all parties to the dispute.

19       **16.11** The arbitrator shall have no power to add to, subtract from, disregard, modify or  
20 otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power  
21 only to apply and interpret the provisions of this Agreement in reaching a decision.

22       **16.12** The arbitrator's fee and expense shall be borne equally by the County and the Union.  
23 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by  
24 the County and the Union. Each party shall bear the cost of any witnesses appearing on its own  
25 behalf.

1 **ARTICLE 17: EMPLOYEE RIGHTS**

2       17.1 All employees within the bargaining unit shall be entitled to the protection of the  
3 provisions contained herein of what shall hereafter be referred to as the "Employees Bill of Rights."

4       17.2 Every employee who becomes the subject of an internal investigation shall be advised at  
5 the time of the interview that she/he is suspected of:

- 6               1. committing a criminal offense;
- 7               2. misconduct that would be grounds for termination, suspension, or other disciplinary  
8 action; or
- 9               3. that he/she may not be qualified for continued employment with the Department.

10       17.2.1 Any employee who becomes the subject of a criminal investigation may have legal  
11 counsel present during all interviews. This representation by counsel is confined to counseling and  
12 not actual participation in the investigation. A criminal investigation as used herein shall be  
13 interpreted as any action which could result in the filing of a criminal charge. A major investigation  
14 as used elsewhere in this Article shall be interpreted as any action which could result in dismissal  
15 from the Department of the filing of a criminal charge.

16       17.2.2 The employee under investigation must at the time of an interview be informed of the  
17 name of the officer in charge of the investigation and the name of the officer who will be conducting  
18 the interview.

19       17.2.3 The employee shall be informed in writing of the nature of the major investigation and  
20 whether he/she is a witness or suspect before any interview commences, including information  
21 necessary to reasonably apprise him/her of the allegations of such complaints.

22       17.2.4 The interview of an employee shall be at a reasonable hour, preferably when the  
23 employee is on duty unless the exigencies of the interview dictate otherwise. Whenever possible  
24 interviews shall be scheduled during the normal work day of the County.

25       17.2.5 The employee may request that a major investigation interview be recorded, either  
26 mechanically and/or by a stenographer. There can be no "off-the-record" questions. Upon request,  
27 the employee under a major investigation shall be provided an exact copy of any written statements  
28 he/she has signed or of a verbatim transcript of any interview.

1           **17.2.6** Interviewing shall be completed within a reasonable time, and shall be done under  
2 circumstances devoid of intimidation or coercion. In all major investigation interviews the employee  
3 shall be afforded an opportunity and facilities to contact and consult privately with an attorney and/or  
4 union representative of his/her own choosing before being interviewed. The employee shall be  
5 entitled to such reasonable intermissions as he/she shall request for personal necessities, meals,  
6 telephone calls, and rest periods.

7           **17.2.7** All interviewing shall be limited in scope to activities, circumstances, or events which  
8 pertain to the employee's conduct or acts which may form the basis for disciplinary action under one  
9 (1) or more of the categories contained in Section 17.2 herein.

10           **17.2.8** The employee will not be threatened with dismissal or other disciplinary punishment  
11 as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive  
12 language or intimidated in any other manner. No promises or rewards shall be made as an  
13 inducement to answer questions.

14           **17.3** Rules and Procedures - The Employer shall furnish each employee with a copy of the  
15 Department's Administrative and Personnel policies. The Employer shall make available at primary  
16 duty assignments all basic rules and procedures related to the performance of the duties of that  
17 position.

18           **17.4** Disability - The Employer shall comply with State and Federal disability laws.  
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**ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

18.1 The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Director if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

18.2 Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In additions, if requested by the Employer, a responsible official of the Union shall publicly order such Union's members to cease engaging in such a work stoppage.

18.3 Any employee who commits any act prohibited in this Article shall be subject, in accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 19: WAIVER CLAUSE**

2           19.1 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 within this  
5 Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each agree  
6 to waive the right to oblige the other party to bargain with respect to any subject or matter not  
7 specifically referred to or covered in this Agreement.

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1 ARTICLE 20: SAVINGS CLAUSE

2           20.1 Should any part hereof or any provisions herein contained be rendered or declared  
3 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of  
4 competent jurisdiction, such invalidation of such part or portion of this Agreement shall not  
5 invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall  
6 meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain  
7 in full force and effect.

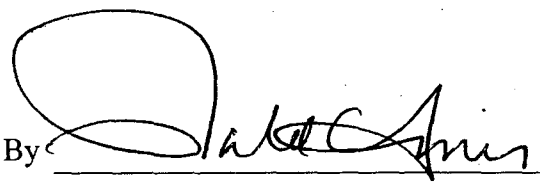
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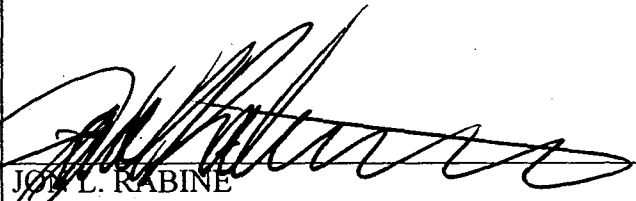
1 ARTICLE 21: DURATION

2 21.1 Except for those provisions that state otherwise, this Agreement and each of its  
3 provisions shall become effective upon ratification by the King County Council and shall cover the  
4 time period January 1, 2000 through December 31, 2002.

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APPROVED this 7 day of February, 2000

By   
King County Executive

  
JOE L. RABINE

01-25-00  
Date

Secretary-Treasurer  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO. 763,  
affiliated with the International Brotherhood of Teamsters



1           A.3 Effective January 1, 2002, the base rates of pay which were effective January 1, 2001,  
2 shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for  
3 All U.S. Cities. In no event shall this increase be less than two percent (2%) nor more than six  
4 percent (6%). The "Index" used shall be the Consumer Price Index for Urban Wage Earners and  
5 Clerical Workers, All Items (Revised Series) (CPI-W) (1982-1984=100) covering the period from  
6 September 2000 to September 2001.

7           A.4 Effective January 1, 2000, each employee in the bargaining unit not at the top STEP of  
8 the salary range shall receive a one (1) STEP increase.

9           A.5 Effective July 1, 2000, each employee in the bargaining unit not at the top STEP of the  
10 salary range shall receive a one (1) STEP increase.

11           A.6 Effective January 1, 2001, each employee in the bargaining unit not at the top STEP of  
12 the salary range shall receive a one (1) STEP increase.

13           A.7 Effective January 1, 2002, each employee in the bargaining unit not at the top STEP of  
14 the salary range shall receive a one (1) STEP increase.

15           A.8 Employees hired after January 1, 2000, must be employed as a Security Assistant II for at  
16 least five (5) months prior to receiving a STEP increase. For example, an employee hired on June 1,  
17 2000, will receive his/her first STEP increase on January 1, 2001; an employee hired August 1, 2000,  
18 will not receive a STEP increase until January 1, 2002.

19           A.9 Lead Pay - Employees properly assigned, in writing, to the status of Lead, shall receive,  
20 during the time period so assigned, an hourly premium equal to five percent (5%) of their hourly base  
21 rate of pay.

1 A.10 Part-Time Employees - For each two thousand forty (2040) hours worked as a Security  
2 Assistant II after January 1, 2000, a part-time employee's hourly wage shall increase by one (1) STEP  
3 in the salary range.  
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7 APPROVED this 7 day of February, 2000  
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11 By [Signature]  
12 King County Executive  
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21 [Signature]

01-25-00  
Date

22 JON L. KABINE  
23 Secretary-Treasurer  
24 PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
25 EMPLOYEES AND DRIVERS LOCAL UNION NO. 763,  
26 affiliated with the International Brotherhood of Teamsters  
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