

**AGREEMENT BETWEEN  
KING COUNTY  
AND  
KING COUNTY POLICE OFFICERS GUILD  
REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS**

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1                                   **KING COUNTY POLICE OFFICERS GUILD**

2   **AND**

3   **KING COUNTY**

4  
5            These articles constitute an agreement, terms of which have been negotiated in good faith,  
6 between King County and the King County Police Officers Guild. This Agreement shall be subject to  
7 approval by Ordinance by the County Council of King County Washington and to ratification in  
8 accordance with the policy of the King County Police Officers Guild.

9  
10 **ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP**

11            **Section 1. Recognition.** The County Council recognizes the signatory organization as  
12 representing those employees certified by the Public Employment Relations Commission as being  
13 within the bargaining unit. This contract shall govern the working conditions for bargaining unit  
14 members while they are working for the King County Sheriff's Office. The parties recognize that the  
15 Guild is the bargaining representative for all police work performed by bargaining unit members.

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

23            Provided, that employees with a bona fide (as determined by the Public Employment  
24 Relations Commission) religious objection to Guild membership and/or association shall not be  
25 required to tender those dues or initiation fees to the Guild as a condition of employment. Such  
26 employee shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-  
27 religious charity mutually agreed upon between the public employee and the Guild. The employee  
28 shall furnish written proof that payment to the agreed upon non-religious charity has been made. If

1 the employee and the Guild cannot agree on the non-religious charity, the Public Employment  
2 Relations Commission shall approve the charitable organization. It shall be the obligation of the  
3 employee requesting or claiming the religious exemption to show proof to the Guild that he/she is  
4 eligible for such exemption. All initiation fees and dues paid to the charity shall be for non-political  
5 purposes.

6 **Section 3. Dues and Deduction.** Upon receipt of written authorization individually signed by  
7 a bargaining unit employee, the County shall deduct from the pay of such employee, the amount of  
8 dues as certified by the secretary of the signatory organization and shall transmit the same to the  
9 treasurer of the signatory organization within five (5) business days of collecting the same from  
10 employees.

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

16 **Section 4. Notification to New Employees.** The County will require all new employees, hired  
17 in a position included in the bargaining unit, to sign a form, which will inform them of the Guild's  
18 exclusive recognition.

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

1 **ARTICLE 2: MANAGEMENT'S 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: determine the  
4 mission, budget, organization, number of employees, and internal security practices of the King  
5 County Sheriff's Office; recruit, examine, evaluate, promote, train, and determine the time and  
6 methods of such action; discipline, suspend, demote, or dismiss employees for just cause; assign and  
7 direct the work force; develop and modify classification specifications; determine the method,  
8 materials, and tools to accomplish the work; designate duty stations and assign employees to those  
9 duty stations; establish reasonable work rules; assign the hours of work and take whatever actions  
10 may be necessary to carry out the Department's mission in case of emergency. In prescribing policies  
11 and procedures relating to personnel and practices, and to the conditions of employment, the  
12 Employer will comply with State law to negotiate over mandatory subjects of bargaining. However,  
13 the parties agree that the Employer retains the right to implement any changes to policies or practices,  
14 after discussion with the Guild, where those policies or practices do not concern mandatory subjects  
15 of bargaining.

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

1 **ARTICLE 3: HOLIDAYS**

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

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4

<i>Commonly Called</i>	
5 First day of January	New Year's Day
6 Third Monday of January	Martin Luther King, Jr. Day
7 Third Monday of February	President's Day
8 Last Monday of May	Memorial Day
9 Fourth day of July	Independence Day
10 First Monday of September	Labor Day
11 Eleventh day of November	Veteran's Day
12 Fourth Thursday of November	Thanksgiving Day
13 Friday following the fourth Thursday in November	Day After Thanksgiving
14 25th day of December	Christmas Day

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19 a) *Personal Holidays.* In addition to the above, each employee will have two (2)

20 personal holidays. These holidays will be administered through the vacation plan. One day will be

21 granted on the first of June; one on the first of November of each year except as provided in Article 9,

22 Section 3.

23 **Section 2. Holidays - Employees on a 5/2 Schedule.** Employees working a traditional 5/2

24 schedule with Saturdays and Sundays as off days, that are normally not scheduled to work holidays,

25 shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe

26 the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on the day of

27 observance shall be at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday

28 pay. Holiday pay shall be paid from 12:00 p.m. on the day the holiday is observed through

1 11:59 p.m. of that same day (e.g. an employee going to work at 10:00 p.m. on December 24, who  
2 works an eight (8) hour shift receives two hours at straight time and six hours at double time and one  
3 half).

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

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

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

1 **ARTICLE 4: VACATIONS**

2 **Section 1.** After six (6) months of continuous service in any pay status, regular, full-time  
3 employees shall accrue vacation benefits while in pay status, on an hourly basis, exclusive of  
4 overtime, so as to earn the appropriate vacation benefit as indicated in the following table:

5

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

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22 **Section 2. Probationary Employees.** At the end of six (6) months of continuous employment  
23 with the Department in pay status, employees shall receive six (6) days of vacation credit.  
24 Probationary employees are not entitled to the use of vacation hours during the first six (6) months of  
25 employment. This section does not limit the right of employees to accrue or use vacation for a  
26 qualifying event under the Washington Family Care Act.

27 **Section 3. Hourly Accrual.** Employees with six (6) months of service shall accrue vacation  
28 benefits hourly. Part time regular employees shall accrue vacation leave in accordance with the

1 vacation leave schedule set forth in Section 1 of this Article, however such accrual rates shall be  
2 prorated to reflect his/her normally scheduled work week.

3 **Section 4. Outside Employment.** No employee shall be permitted to work for compensation  
4 for the County in any capacity during the time when the employee is on vacation, except that the  
5 provisions of this section shall not apply to employees who, in their capacity as commissioned  
6 deputies, provide security for King County Parks, King County Records, Elections and Licensing  
7 Division and the King County Fair. Employees shall not work in any off-duty job while on  
8 compensated family leave during his/her normal work hours.

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

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

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

16 **Section 8. Forfeiture of Vacation.** The maximum total vacation accrual is sixty (60) days per  
17 employee. All employees shall use or forfeit excess vacation accrual prior to December 31 of the  
18 year in which the excess was accrued, provided that, employees may continue to accrue additional  
19 vacation beyond the maximum herein, upon request and with department approval, if cyclical  
20 workloads, work assignments or other reasons as may be in the best interests of the County prevent  
21 the County from scheduling the vacation as not to create a forfeiture. Notwithstanding this section,  
22 the parties recognize that LEOFF I employees maintain a legal right to continue to accrue vacation  
23 during a period of temporary disability.

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

27 **Section 9. Vacation Scheduling - Seniority Basis.** Vacation that is requested prior to April 1,  
28 shall be approved on the basis of Departmental seniority within each shift, squad or unit. Vacation



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

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

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

19 **Section 11. Leave Donations and Transfers.** Members of this bargaining unit shall be  
20 allowed to transfer accrued vacation and/or sick leave in accordance with the King County Code  
21 Sections 3.12.223-224.

1 **ARTICLE 5: LEAVE BANKS - LEOFF I**

2 **Section 1. Establishment of SLLB.** Effective January 1, 1984, LEOFF I employees  
3 discontinued the accrual of sick leave. Individual sick leave accounts in place as of December 31,  
4 1983, were reduced by fifty (50) percent with the remaining fifty (50) percent being converted to a  
5 Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury  
6 are covered by disability leave (RCW 41.26.120 - 150).

7 **Section 2. SLLB Use.**

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

16 b) If the local disability board denies disability benefits or retirement benefits, the  
17 King County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board  
18 is received by the Department.

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

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

26 **Section 4. Family Care and Bereavement Leave.**

27 a) **Bereavement Leave.** Regular, full time LEOFF I employees shall be entitled to  
28 three (3) days (24 hours) of bereavement leave for each death of a member of the employee's

1 immediate family. Employees may receive an additional two (2) days (16 hours) of bereavement  
2 leave when round trip travel of 200 or more miles is required. In the event that King County adopts  
3 an Ordinance which provides bereavement benefits which are more favorable than those contained in  
4 this contract, the County will offer such new provisions to the Guild.

5           **b) Paid Family Care Leave.** LEOFF I Officers may receive up to six days of paid  
6 leave per year to be used in lieu of sick leave for family care purposes. LEOFF I employees who have  
7 exhausted their SLLB may receive up to ten (10) days of paid leave per year to be used in lieu of sick  
8 leave for family care purposes. Written verification for family care leave may be requested by  
9 management. This verification will include: 1) the nature and severity of illness or injury; and 2) the  
10 relationship of the immediate family member. In addition, family care leave shall be approved for  
11 any event qualifying under the Washington Family Care Act or other applicable laws. Up to one  
12 day's leave may be authorized for an employee to be at the hospital on the day of the birth of his/her  
13 child in addition to the six (6) days mentioned above and in addition to other leave laws that may  
14 apply.

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

18           **d) Immediate Family.** For purposes of Section 4(a) and (b) of this Article, immediate  
19 family means persons related by blood or marriage to an employee as follows: grandparent, parent,  
20 spouse, child including, legally adopted child, sibling, grandchild, and any persons for whose  
21 financial or physical care the employee is principally responsible including domestic partners as  
22 defined by King County Code Sections 3.12.010(S)-(T). This provision does not restrict an  
23 employee's right to use paid leave for a qualifying event under any other applicable law including the  
24 Washington Family Care Act.

25           **e) Unpaid Family Leave.** A qualified employee may take unpaid leave with health  
26 benefits continuation to care for a family member pursuant to the provisions of the King County  
27 Code, and the Federal Family and Medical Leave Act. For the purposes of the King County Code,  
28 family member means the employee's spouse or domestic partner, the employee's child, a child of the

1 employee's spouse or domestic partner, parent of the employee, spouse or domestic partner, or an  
2 individual who stands or stood in loco parentis to the employee, employee's spouse or domestic  
3 partner.

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

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

2 **Section 1. Monthly Accrual.** Every LEOFF II employee in a regular full time position shall  
3 accrue sick leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would  
4 yield the employee ninety-six (96) hours per year if the employee remained in pay status for the entire  
5 year. An employee shall not accrue sick leave while not in pay status. The employee is not entitled  
6 to sick leave if not previously earned. Sick leave shall not begin to accrue until the first of the month  
7 following the month in which the employee commenced employment. If the County Council adopts  
8 an ordinance that provides for sick leave accrual to begin upon the first day of employment, the  
9 parties agree that such change shall be applied to bargaining unit members hired on or after the  
10 effective date of the change, as specified in the ordinance.

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

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

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

23 **Section 4. Use of Vacation in Lieu of Sick Leave.** During the first six (6) months of full time  
24 service a regular employee may, at management's discretion, be advanced six (6) days (48 hours) of  
25 unearned vacation. In the event the employee voluntarily leaves County employment before the end  
26 of his/her first six months of service, the County may reduce the employee's final pay check for any  
27 previously advanced vacation. Any other eligible employee with accrued leave benefits may, with  
28 departmental approval, use accrued vacation, holiday, and other accrued paid leave as an essential

1 extension of used sick leave prior to going on an unpaid leave of absence.

2 **Section 5. Unpaid Medical Leave.** Employees who take unpaid leave for medical or family  
3 purposes will not have their seniority date adjusted.

4 **Section 6. Sick Leave Increments.** Sick leave may be used in one-half hour increments at the  
5 discretion of management.

6 **Section 7. No Maximum Accrual.** There shall be no limit to the hours of sick leave accrued  
7 by an employee.

8 **Section 8. Doctor's Certificate.** Management is responsible for the proper administration of  
9 this benefit. A doctor's certificate verifying illness or inability to perform work may be required of an  
10 employee for any sick leave use when the County has cause to believe there has been an abuse of sick  
11 leave. The County will make a reasonable effort to notify an employee prior to his/her return to work  
12 that a doctor's certificate will be required. In addition, after an absence of three (3) or more days, the  
13 County may require the employee to submit a doctor's certification for leaves that may qualify as  
14 family or medical leave pursuant to Section 13 of this Article.

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

19 **Section 10. Denial of Sick Leave for Outside Employment.** Sick leave because of an  
20 employee's physical incapacity will not be approved when the injury is directly traceable to  
21 simultaneous employment other than with the County of King, unless performing his/her  
22 responsibilities as a deputy.

23 **Section 11. Sick Leave Cashout Upon Retirement or Death.** King County will cashout thirty-  
24 five (35) percent of an employee's unused, accumulated sick leave, if the employee has at least five  
25 (5) years of service and also: (1) takes a regular retirement with full benefits as a result of length of  
26 service or early retirement at age 50, with twenty (20) years of service, under the LEOFF 2  
27 Retirement System; (2) terminates County service by death; or (3) terminates County service after  
28 twenty-five (25) years of service for any reason. All payments shall be made in cash, based on the

1 employee's base rate as set forth in Addendum "A".

2 **Section 12. Sick Leave Incentive.** In January of each calendar year, employee sick leave,  
3 family leave and disability leave usage will be reviewed. Regular, full-time employees who have  
4 used sixteen (16) or less hours of personal or family care sick leave in the preceding calendar year and  
5 who have been continuously employed during that entire calendar year, shall be rewarded by having  
6 sixteen (16) additional hours credited to their regular vacation account. Employees who have used  
7 more than sixteen but less than thirty-three (33) combined leave hours shall have eight (8) additional  
8 hours credited to their regular vacation account. The additional vacation credits specified herein shall  
9 not affect accrued sick leave amounts. In calculating this benefit, sick leave used for on-duty injuries  
10 or occupational illness shall not be counted.

11 **Section 13. Maximum Pay Allowed.** LEOFF II employees injured on the job cannot  
12 simultaneously collect sick leave and worker's compensation payments greater than net regular pay of  
13 the employee.

14 **Section 14. Family Care, Death, and Extended Medical Leave.**

15 a) **Bereavement Leave.** Regular, full time LEOFF II employees shall be entitled to  
16 three (3) days (24 hours) of bereavement leave for each death of a member of the employee's  
17 immediate family. Regular, full time employees who have exhausted their bereavement leave, shall  
18 be entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death  
19 occurs to a member of the employee's immediate family. Employees may receive an additional two  
20 (2) days (16 hours) of bereavement leave when round trip travel of 200 or more miles is required. In  
21 the event that King County adopts an Ordinance which provides bereavement benefits which are  
22 more favorable than those contained in this contract, the County will offer such new provisions to the  
23 Guild. For the purposes of this section, immediate family is defined as persons related by blood or  
24 marriage to an employee as follows: grandparents, parents, spouse, child, legally adopted child,  
25 sibling, grandchild and any persons for whose financial or physical care the employee is principally  
26 responsible, and the employee's domestic partner.

27 b) **Family Care Leave.** Employees may use sick leave for family care purposes in  
28 accordance with King County Ordinance and State Law. Qualified employees may take an unpaid

1 leave of absence to care for a family member or in the event of the birth, adoption or placement by  
2 foster care of child, pursuant to the provisions of the King County Code and the Federal Family and  
3 Medical Leave Act. For the purposes of the King County Code, family member means the  
4 employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or  
5 domestic partner, parent of the employee, spouse, or domestic partner, or any individual who stands  
6 or stood in loco parentis to the employee, employee's spouse, or domestic partner.

7           c) Leave for Employee's Serious Health Condition. Upon exhaustion of sick and  
8 vacation leave benefits, qualified employees may take an unpaid leave of absence due to their own  
9 serious health condition pursuant to the provisions of the King County Code and the Federal Family  
10 and Medical Leave Act.

11           For the purposes of the King County Leave, employees are eligible for up to a total of  
12 eighteen (18) weeks of unpaid leave (for family care leave and employee's serious health condition)  
13 with health benefit continuation during that period.

14           **Section 15. Special Sick Leave.** All newly hired LEOFF II Deputies shall be provided with  
15 twenty-three (23) days special sick leave, which shall be used only to supplement the employee's  
16 industrial insurance benefit should the employee be injured on the job during his or her first calendar  
17 year on the job in accordance with the supplemental disability leave provisions of the state law. The  
18 special sick leave shall not be used until three (3) days of regular sick leave have been used for each  
19 incident of on-the-job injury. In the event there is no regular sick leave, the special sick leave shall be  
20 immediately available for an on-the-job injury. During the second year of employment, and for all  
21 succeeding years, all LEOFF II Deputies shall be provided with twenty-three (23) days special sick  
22 leave which shall only be utilized in the circumstances as herein described. Special sick leave is non-  
23 cumulative, but is renewable annually.

24           **Section 16. Special Worker's Compensation Supplement.** The County will provide a Special  
25 Worker's Compensation Supplement to LEOFF II Deputies who are injured on the job, maintain  
26 eligibility for Worker's Compensation and are unable to work (as determined by the County's Safety  
27 and Claims Management Division) for a period exceeding six (6) consecutive months, but not to  
28 exceed twelve (12) consecutive months; provided that the officer's condition is the result of an injury



1 occurring during the search, arrest or detention of any person/place, or during the attempt to search,  
2 arrest or detain any person/place or occurring when an officer is involved in an emergency response  
3 to a request for service.

4 The Special Worker's Compensation Supplement will provide for the difference between an  
5 officer's base salary and any other compensation which the officer is receiving during the period of  
6 injury-related absence. Other compensation shall include special sick leave, Worker's Compensation,  
7 Social Security and/or unemployment compensation. The supplement shall be limited to six (6)  
8 months during any consecutive twelve (12) -month period.

9 The Special Worker's Compensation Supplement shall be reduced by the amount of any State  
10 legislatively mandated increase in benefits for LEOFF II Deputies which occur during the term of this  
11 contract.

12 **Section 17. Working Transitional Duty.** LEOFF II Deputies, who are injured on the job and  
13 are assigned to a transitional duty assignment, will not be required to use their personal sick leave to  
14 attend medical, psychological or physical therapy appointments that are a result of the on the job  
15 injury. Time away from work to attend such appointments shall be taken out of the employee's  
16 Special Sick Leave using the same formula as if the employee had not returned to work.

1 **ARTICLE 7: WAGE RATES**

2 **Section 1. Wages.**

3 a) Wage rates for 2008 shall be as specified in Addendum "A." Addendum "A" -  
4 2008 reflects an increase of five (5) percent over the rates paid on December 31, 2007. This increase  
5 is effective January 1, 2008.

6 b) Effective January 1, 2009, wage rates in effect on December 31, 2008 shall be  
7 increased by five (5) percent. Addendum "A" - 2009 reflects an increase of five (5) percent over the  
8 rates paid on December 31, 2008. This increase is effective January 1, 2009.

9 c) Effective January 1, 2010, wage rates in effect on December 31, 2009 shall be  
10 increased by five (5) percent. Addendum "A" - 2010 reflects an increase of five (5) percent over the  
11 rates paid on December 31, 2009. This increase is effective January 1, 2010.

12 d) Effective January 1, 2011, wage rates in effect on December 31, 2010 shall be  
13 increased by five (5) percent. Addendum "A" - 2011 reflects an increase of five (5) percent over the  
14 rates paid on December 31, 2010. This increase is effective January 1, 2011.

15 e) Effective January 1, 2012, wage rates in effect on December 31, 2011 shall be  
16 increased by five (5) percent. Addendum "A" - 2012 reflects an increase of five (5) percent over the  
17 rates paid on December 31, 2011. This increase is effective January 1, 2012.

18 **Section 2. Flight Pay.** Personnel assigned to flight duty on a full-time basis for at least one  
19 (1) full month shall be compensated an additional ten (10) percent of their base rate, Addendum "A"  
20 for each month while so assigned

21 **Section 3. Bomb Disposal Squad.** Qualified personnel assigned to the Bomb Disposal Squad  
22 on a full-time basis for at least one (1) full month shall be compensated an additional ten (10) percent  
23 of their base rate, Addendum "A" for each month while so assigned.

24 **Section 4. Motorcycle Patrol.** Employees assigned to Motorcycle Patrol for at least one (1)  
25 full month will receive an additional three (3) percent of their base rate, Addendum "A" for each  
26 month while so assigned.

27 **Section 5. Plain Clothes Premium.** Employees not required to wear a uniform for at least one  
28 (1) full month will receive an additional four (4) percent of their base rate, Addendum "A" for each

1 month while so assigned.

2           **Section 6. Skin Divers.** Employees assigned as Skin Divers continuously for at least one (1)  
3 full month will receive an additional ten (10) percent of their base rate, Addendum "A" for each  
4 month while so assigned.

5           **Section 7. K-9 Unit.** Qualified dog handlers assigned to the K-9 unit in the field for at least  
6 one (1) full month will receive additional ten (10) percent of their base rate, Addendum "A" for each  
7 month while so assigned for the proper caring, grooming, feeding and exercise of the animal  
8 assigned, while so assigned. Additionally, the first hour of the workday will be assigned for work at  
9 home with the animal. If the handler is unable to complete this work hour at the beginning of their  
10 shift they will go home an hour early (hour may be prorated). If workload does not permit the handler  
11 to take the hour at the beginning or end of their shift, they will submit for one hour of overtime (hour  
12 may be prorated). Each handler will also receive two (2) hours of overtime each month for  
13 miscellaneous K-9 chores. When submitting leave requests for full days, K-9 officers shall request  
14 eight (8) hours leave for each full day.

15           **Section 8. Master Police Officer.** Master Police Officers will be compensated at a rate which  
16 is five (5) percent above the top step of the Deputy pay, exclusive of the patrol premium set forth in  
17 Article 7, Section 9. Master Police Officers will collect MPO pay, Patrol Pay and FTO pay, when  
18 applicable, simultaneously.

19           **Section 9. Patrol Pay.** Uniformed employees with the rank of Deputy or Sergeant assigned  
20 to traffic, reactive and proactive patrol for at least one (1) full month will receive an additional one  
21 (1) percent of their base rate, Addendum "A" for each month while so assigned.

22           **Section 10. TAC 30 Pay.** Employees assigned to the TAC 30 team for at least one (1) full  
23 month will receive an additional ten (10) percent of their base rate, Addendum "A" for each month  
24 while so assigned.

25           **Section 11. Hazardous Devises and Materials Team.** Employees assigned to the Hazardous  
26 Devises and Materials Team for at least one (1) full month will receive an additional ten (10) percent  
27 of their base rate, Addendum "A" for each month while so assigned.

28           **Section 12. Detective Pay.** Employees assigned for at least one (1) full month as a Detective

1 will receive an additional six (6) percent of their base rate, Addendum "A" for each month while so  
2 assigned. This section applies to detectives and sergeants assigned to a precinct or contract city  
3 detective unit, all units within the Criminal Investigations Division, the Civil Process Unit, IIU and  
4 any detective working in any other unit or position designated by the Department as a detective  
5 position.

6 **Section 13. Contract City Chief.** Effective January 1, 2000, any sergeant assigned by the  
7 Sheriff as a Chief in a contract city for at least one (1) full month, on either a full or part-time basis,  
8 will receive an additional ten (10) percent of their base rate, Addendum "A" for each month while so  
9 assigned. Employees so assigned serve at the discretion of the Sheriff.

10 **Section 14. Field Training Officer (FTO) Program.** For each day an FTO trains a recruit, the  
11 FTO will receive as compensation either an hour of straight time pay or one hour of vacation time. A  
12 request for FTO compensation must be submitted in the same manner as a request for overtime pay.  
13 In each submittal for FTO compensation, the FTO must specify whether s/he wants to receive an  
14 additional hour of straight time pay or an hour of vacation time. Sergeants who are assigned as the  
15 Precinct-Phase 2 FTO Sergeant on a full time basis will receive two and one half (2-1/2) percent  
16 above Step 3 of the Sergeant's pay range while so assigned. When applicable, FTOs will collect  
17 patrol pay simultaneously with FTO compensation. The parties will discuss in labor management  
18 committee meetings issues of concern to either party and suggestions by either party for improvement  
19 to the FTO Program. This section shall not be interpreted as a contract reopening provision.

20 **Section 15. Dual Certification Premium.** Employees assigned to the airport who have  
21 successfully completed Phase III of the FTO program and have also become ARFF accredited will  
22 receive an additional three (3) percent of their base rate, Addendum "A" for each month while so  
23 assigned.

24 **Section 16. Fire Prevention Coordinator.** Employees assigned for at least one (1) full month  
25 to this position will receive an additional ten (10) percent of their base rate, Addendum "A" for each  
26 month while so assigned.

27 **Section 17. Airport Training Coordinator.** Employees assigned for at least one (1) full  
28 month to this position will receive an additional ten (10) percent of their base rate, Addendum "A"

1 for each month while so assigned.

2 **Section 18. Premium Limit.** No employee shall receive more than one (1) of the premiums  
3 set forth above at any given time except as expressly provided in this Article.

4 **Section 19. Patrol Longevity.** Eligible Employees assigned to patrol unit shall receive Patrol  
5 Longevity as outlined in the attached Patrol Longevity schedule attached as Addendum A.  
6 Employees who receive Patrol Longevity will not also receive Longevity.

7 **Section 20. Longevity.** Eligible employees shall receive Longevity as outlined in the attached  
8 Longevity schedule attached as Addendum A. Employees who receive Longevity will not also  
9 receive Patrol Longevity.

10 **Section 21. Education Incentive.** Eligible employees will receive education incentive as  
11 outlined in Addendum "A".

12 **Section 22. Reinstatement.** Employees who leave service with the King County Sheriff's  
13 Office and return to service within two (2) calendar years shall, upon reinstatement, be compensated  
14 consistent with the Department's Lateral Hire Policy and Section 20, of this Article. All reinstated  
15 employees will serve a one (1) -year probation period upon reinstatement.

16 **Section 23. Lateral Hires.** The Department may hire officers with prior law enforcement  
17 experience at a rate not to exceed where the officer would be placed on the wage scale had all of  
18 his/her prior experience been with King County.

19 **Section 24. Biweekly Payroll.** The County reserves the right to implement a biweekly payroll  
20 any time during the term of this agreement provided that any payroll lag time is advanced by the  
21 County and; provided further that any change shall not adversely affect employees within the  
22 bargaining unit.

23 **Section 25.** Changes to Sections 2 through 12, Section 15 and Sections 19 through 21 in this  
24 Article, as well as changes to the Salary Schedule for Sergeants outlined in the 2008 Addendum "A",  
25 are effective October 1, 2008. Changes to Article 8 are effective March 7, 2008. Bargaining unit  
26 members shall receive a one time lump sum of pay in lieu of retroactivity for all monies, other than  
27 the across-the-board pay increases, of \$1,350 (pro rated for those hired in 2008), less applicable  
28 employee withholdings.

1           **Section 26.** The parties will discuss in labor management committee meetings issues of  
2 concern to either party and suggestions by either party for improvement to Career Development. This  
3 section shall not be interpreted as a contract reopening provision.  
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1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime Payable.** Except as otherwise provided in this Article or any  
3 Memorandum of Understanding executed between the parties, employees shall be paid at the rate of  
4 time and one-half at the employee's regular rate of pay, for all hours worked in excess of eight (8) in  
5 one day, inclusive of lunch period, or forty (40) in one week.

6 a) Authorization of Overtime. All overtime shall be paid when an officer is required  
7 or allowed to work. Saturday and Sunday work is not contractual overtime when it is a regularly  
8 scheduled work day. All overtime shall be authorized by the Department Director or his designee in  
9 advance.

10 b) Off-Duty Telephone Calls. Time worked shall include telephone calls during off  
11 duty hours that are eight (8) minutes or more in length regarding Department business. Such  
12 telephone calls shall be paid at the rate of one (1) hour at the overtime rate. Multiple calls within that  
13 hour are covered by that one (1) hour overtime.

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

19 **Section 2. Compensatory Time.**

20 An employee may choose to receive compensatory time in lieu of overtime pay.  
21 Compensatory time shall be equal to one and one-half times the hours worked. No employee shall be  
22 allowed to accrue more than sixty (60) straight time hours (forty hours of work at time and one-half  
23 will equal sixty straight time hours accrued) of compensatory time at any given time.

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

25 a) It is unduly disruptive to the operations of the King County Sheriff's Office for  
26 employees to give less than seventy-two (72) hours written notice of their intent to use up to two (2)  
27 days of compensatory time off and an additional day of notice for every consecutive compensatory  
28 day off thereafter. This section shall be construed so that, for instance, the use of five (5) consecutive

1 days of compensatory time off will require that the employee give the Department a minimum of six  
2 (6) days written notice of their intent to do so.

3           **b)** On the first payroll period of July of each year, the Department may cash out any  
4 compensatory time still on the books for which an employee has not provided the written notice  
5 required above.

6           **c)** The parties agree that it is unduly disruptive for employees to request the use of  
7 compensatory time off on any recognized holiday as set forth in Article 3, Section 1 or on Saint  
8 Patrick's Day, Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve when the granting of  
9 such time off would require the County to force another employee to come in to cover the shift.

10           **Section 3. Standby.**

11           An employee is assigned to "standby" when told to be able to respond to callout, and ready to  
12 leave for work either in uniform or in business attire, within one (1) hour or less, but is not otherwise  
13 restricted in the use of personal time.

14           The Employer and the Guild agree that the use of off-duty standby time shall be minimized  
15 consistent with sound law enforcement practices and the maintenance of public safety. Off duty  
16 standby assignments shall be for a fixed predetermined period of time. Employees formally placed on  
17 off duty standby status for unusual occurrences shall be compensated on the basis, of 50 percent of  
18 straight time pay. If the employee is actually called back to work, the off duty standby premium shall  
19 cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned to County  
20 vehicles shall not be deemed as being on standby status unless specifically assigned to standby status.

21           **Section 4. Callouts - Minimum Payments for Non-Court Related Callouts.**

22           "Callout" occurs when an officer is called back to work while off duty, except that voluntary  
23 sign up for an overtime shift does not constitute a callout. Work performed off-duty, and which is  
24 pre-authorized by the Department to be performed at home, will be compensated at the overtime rate  
25 but will not constitute a callout. If an employee is called in early or is held over after their normal  
26 shift and the employee is paid continuously for the entire period of time worked, it shall be deemed a  
27 shift extension and not a callout. When an officer attends non-mandatory training within King  
28 County, or an officer initiates an on view call for service, it does not constitute a call out.



1 A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where  
2 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate.

3 Portal to Portal will be paid for non-court callouts. Except as provided in Section 11, the  
4 actual hours worked shall be computed from the time the officer leaves home until the time the  
5 officer returns home, such time to be computed using the most direct route available. The provisions  
6 of this section apply only when an officer is required to return to work during a time he/she is not  
7 normally scheduled to work. Portal to Portal time may commence prior to leaving home if the officer  
8 is required or allowed to perform related work (i.e., such as calls to other officers) at home before  
9 leaving. If required to report to or from a remote location (i.e., a location other than the regularly  
10 assigned work area, such as a precinct), any additional travel time beyond the deputy's normal  
11 commute time is compensable. See also Article 9, Section 9.

12 **Section 5. "On Call" Duty.**

13 Employees who are assigned to "on call" duty are required to restrict personal activities and  
14 carry a pager/cell phone for the purpose of 1) being ready to respond to call outs or 2) be the contact  
15 person for off duty telephone calls. Such assignments shall be for a weekend, which commences at  
16 4:00 p.m., on Friday and continues until 8:00 a.m. Monday. Holiday weekends are those weekends  
17 when a Friday or Monday is a holiday, thus extending the weekend on call assignment by  
18 an additional twenty-four (24) hours (or by an additional forty-eight (48) hours over Thanksgiving  
19 weekend). The determination of who shall be assigned on call will be made by the Department.  
20 When operationally possible, the Department will make a good faith effort to rotate on call  
21 assignments. Moreover, the Department will not impose restrictions on personal activities (other than  
22 carrying a pager/cell phone) unless assigned on call. Employees' "on call" duty shall be paid at the  
23 rate of twelve (12) hours of straight time pay for each on call weekend assignment, or sixteen (16)  
24 hours of straight time pay shall be paid for an assigned holiday weekend. These hours are not hours  
25 of work for purposes of computing overtime.

26 **Section 6. Court Callout - Minimum Overtime Payments for Court.**

27 Court callout occurs when an officer is called back to work for court while off duty.

28 The following subsections depict the minimum compensation for court appearances, pretrial

1 hearings, or conferences (other than phone calls). Any additional time beyond the minimums will be  
2 compensated at the overtime rate.

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

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

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

13 c) Officers who are subpoenaed and scheduled by the court and who appear for court-  
14 related hearings shall receive a minimum of four (4) hours overtime at the rate of time and one-half  
15 their regular rate of pay; provided officers who appear for a morning session which is continued into  
16 the afternoon will be compensated from the time of arrival through dismissal from that court.

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

22 e) Court overtime outside nominal duty hours while-on sick leave will be paid just as  
23 court overtime would be paid on a normal duty day. If court appearance hours go into what would  
24 have been the normal working hours, overtime will not be paid for the portion when the officer would  
25 normally have been working. The officer will deduct overlapping time from the sick leave submitted.  
26 This time will be paid as regular work time.

27 f) In addition to the provisions of subsections a through e above, officers subpoenaed  
28 to court outside King County which requires travel and/or lodging during off-duty hours will be

1 compensated at the standby rate (fifty (50) percent of the normal hourly rate) for all time spent outside  
2 the normal duty hours to a maximum of eight (8) hours for each twenty-four (24 ) hour period.

3 g) Portal to Portal for court callouts: The actual hours of work shall be computed  
4 from the time the officer leaves home until the officer returns home, such time computed using the  
5 most direct route available. If a court appearance is during regular work hours (straight time hours) or  
6 a shift extension, no Portal to Portal will be paid.

7 h) Telephonic Testimony: Telephone testimony in lieu of a live courtroom  
8 appearance. When a deputy is required to testify in either a court or an administrative hearing and  
9 he/she is allowed to provide testimony via telephone rather than by making a live physical  
10 appearance, and if such testimony is taken during off duty hours, consistent with other provisions of  
11 this Article, the deputy will be paid a two (2) hour minimum for such time. If time worked exceeds  
12 two (2) hours, actual hours worked will be paid. If such testimony occurs immediately before or after  
13 an employee's regular shift, this minimum shall not apply. If the employee does not have a phone  
14 issued by the Department, the Department will provide a loaner/pool phone for purposes of the  
15 telephonic testimony.

16 **Section 7. Notification of Court Duty.**

17 a) *Superior Court.*

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

1                   **b) District Court.**

2                   Officers who are scheduled for court appearances in District Court will have their court  
3 appearances and/or standby status authorized and coordinated, subject to the following terms and  
4 conditions:

5                               (1) If at 6:00 p.m. the day before court, a subpoena is still active, the officer  
6 will receive a minimum compensation of two (2) hours of straight time pay or four (4) hours straight  
7 time pay if the court time is on an officer's furlough day, regardless of whether the officer is required  
8 to appear in court.

9                   **c) Jury Trials.**

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

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

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

23                   **d) Bench Trials.**

24                   Officers shall call during duty hours, when possible, the appropriate district court messaging  
25 system at least one day before trial, and;

- 26                               (1) Confirm the officer will attend court;  
27                               (2) The deputies' willingness to accept a plea bargain, and;  
28                               (3) Any additional information the Prosecutor should know about the case.

1 Deputies shall not appear for court if the Prosecutor's tape by 6:00 p.m. on the day before the  
2 subpoena date informs the officer not to appear. Officers shall call the messaging system during duty  
3 time when possible. Officers need to honor all subpoenas unless they are called off via the  
4 prosecutor's tape or through the precinct.

5 **Section 8. Court Overtime for Lateral Hires.**

6 Lateral hires from within the state of Washington will be compensated for their court  
7 appearances, in their prior jurisdiction, in accordance with this Article.

8 Lateral hires from outside the state of Washington will be allowed to attend court in their prior  
9 jurisdiction, without loss of pay from King County. Without loss of pay means they may attend court  
10 on work time or as if they were working their normal shift. No overtime will be paid for such  
11 appearances.

12 Supervisors and officers shall work with the jurisdiction, whether in Washington State or  
13 outside Washington State, issuing the subpoena, to ensure that the officer's travel and testimony are  
14 handled in the most expeditious manner possible.

15 **Section 9. Court Overtime During Vacation.**

16 For vacations in excess of one week, furlough days which fall in the middle of a vacation  
17 period or on the end of a scheduled vacation are considered vacation days for purposes of calculating  
18 court overtime minimums.

19 **Section 10.** LEOFF I officers on disability leave more than thirty (30) calendar days may be  
20 placed on a normal 5/2 workweek with weekends off for payroll purposes and will not receive  
21 overtime for court appearances during normal business hours.

22 **Section 11. Portal to Portal Pay.** Whenever Portal to Portal pay is provided for in this  
23 Article, the time shall be calculated based on the most direct route. In the event an officer lives more  
24 than fifteen (15) miles from the King County line, compensable time shall begin/end when the officer  
25 crosses the fifteen (15) mile threshold.

26 **Section 12. Extraditions.** Extraditions will be handled as follows:

- 27 a) There will be two deputies on an extradition.  
28 b) Any extradition to the eastern time zone will be for three days.

1           c) If the extradition is expected to take fourteen (14) hours or less, it will be done in  
2 one day. This calculation includes the time period from when the deputy arrives at the airport until  
3 the deputy returns to the King County Jail/RJC. If it is expected that the time for the extradition will  
4 be more than fourteen (14) hours, the extradition will be over two days, except that if the deputy will  
5 not have twelve (12) hours of expected "downtime" at the out of town location the extradition will be  
6 scheduled for three days.

7           d) On a one day extradition, the deputy will be paid from the time he/she arrives at  
8 Sea-Tac Airport until dropping off the prisoner at the King County Jail/Regional Justice Center. On a  
9 two or three day extradition, the deputy will be paid on the first day from the time he/she arrives at  
10 Sea-Tac Airport until arriving at the hotel, and on the return travel day from the time the deputy  
11 leaves the hotel until returning to the King County Jail/Regional Justice Center. On a three day  
12 extradition, the non-travel day will be considered a workday.

13           e) The above rules will apply to outbound extraditions, except that pay shall begin  
14 from the time the prisoner is picked up at the King County Jail/Regional Justice Center and end when  
15 the deputy returns to Sea-Tac Airport.

16           f) Travel and lodging shall be handled consistent with the King County Code.

17           g) The determination of when the extradition shall occur shall be made by the  
18 Department. Any request to extend the timing of the extradition for personal business shall be at the  
19 discretion of the Department, and must not result in any additional cost to the Department.

20           **Section 13. 7-K Exemption.**

21           Except for any other provisions of this Article, the Guild grants to King County the right to  
22 pay overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and RCW 49.46.130(5). The  
23 right to pay overtime under this section shall include, but not be limited to, those employees who  
24 perform work for the Department of Natural Resources and Parks and the Department of  
25 Transportation.

1 **ARTICLE 9: HOURS OF WORK**

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

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

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

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

28 **Section 5. Changing Work Schedules.** Proposed changes in the work schedules (e.g. 5/2-5/3,

1 4/10) will be subject to collective bargaining between the parties. The parties will discuss in labor  
2 management committee meetings issues of concern to either party and suggestions by either party for  
3 improvement to work schedules. This section shall not be interpreted as a contract reopening  
4 provision.

5 **Section 6. Training.** For employees not working flexible shifts, training shall be handled in  
6 the following manner and shall be subject to the two (2) week notification requirements of Section 1:

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

13 b) If training is scheduled to commence more than four (4) hours outside the starting  
14 time of the employee's shift, the County can elect to relieve the employee with pay for their shift  
15 prior to the training day. On the day of the training, the employee's work during training shall be  
16 considered to be the employee's shift. The employee will only be entitled to overtime on the training  
17 day if the training lasts longer than eight (8) hours.

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

20 d) All training lasting five (5) or more hours shall be paid for as provided in this  
21 section. At the employer's option, training of less than five (5) hours duration may be paid as a  
22 callout as provided by Article 8, Section 4 instead of in compliance with Sections a and b above.

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



1 FTO Coordinator, Storefront Officers, CIU, Anti-violence Team & Sergeants, Contract City  
2 Executive/Liaison Sergeants, DARE, CCPU, Metro Proactive Team, Post BLEA Attendees, Family  
3 and Youth Services Sergeant, School Resources Officer (SRO), the Civil Process Unit, and any other  
4 assignments mutually agreed to by the Guild and the County. Employees who work in these  
5 assignments shall be paid overtime only:

- 6 a) For hours worked in excess of eight (8) hours per shift;
- 7 b) For hours worked in excess of forty (40) hours per week; and
- 8 c) In cases of callbacks or off-duty court appearances.

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

12 **Section 8. Shift Bidding and Transfer Practices.** Each precinct and contract city shall make a  
13 minimum of sixty (60) percent of their reactive patrol positions on each shift available for shift  
14 bidding, provided that the Sheriff may reassign such employees for legitimate operating needs or for  
15 cause. Officers will bid for their preference in shifts annually and not later than November 30th each  
16 year. Officers will then be assigned shifts based on seniority. Precincts choosing to rotate semi-  
17 annually will complete shift bidding by May 31st and November 30th. When necessary to  
18 accommodate legitimate Department needs, such as the FTO Program and contract assignments,  
19 exceptions to this policy may be made.

20 Non-probationary officers shall have preference over probationary officers for filling patrol  
21 vacancies, except when necessary to accommodate legitimate Department needs. Examples of  
22 legitimate Department needs are to balance the number of recruits at the precincts and contract cities'  
23 needs to advertise for and select officers.

24 The parties do have an interest in maintaining a uniform practice with respect to the  
25 assignment of districts. To this end, the Chief of Operations and the President of the King County  
26 Police Officers Guild shall meet to review current practice and to develop a uniform practice with  
27 respect to the assignment of districts.

28 **Section 9. Portal to Portal.** If required to report to or from a remote location (i.e., a location

1 other than the regularly assigned work area, such as a precinct), any additional travel time beyond the  
2 deputy's normal commute time is compensable. Whenever portal to portal pay is provided for in this  
3 Article, the time shall be calculated based on the most direct route. In the event an officer lives more  
4 than fifteen (15) miles from the King County line, compensable time shall begin/end when the officer  
5 crosses the fifteen (15) mile threshold. Also see Article 8, Section 4.

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

2       **Section 1. *Health Plan.*** The Employer will provide existing medical, dental and life  
3 insurance plans for all regular employees and their eligible dependents as summarized in Addendum  
4 B (“Health Insurance”). Effective January 1, 2009, there will be two health plan options – one  
5 administered by Aetna and one administered by Group Health. Beginning in 2009, all bargaining unit  
6 members and their spouses/domestic partners are required to participate in the Deputy Sheriff Healthy  
7 Incentives program. Bargaining unit members and their covered family members will be  
8 “grandfathered” into the Gold out-of-pocket expense level of the health plan January 1, 2009, after a  
9 fall 2008 open enrollment process, consistent with other King County employees the first year of the  
10 King County Healthy Incentives program. However, all bargaining unit members and their covered  
11 spouses/domestic partners must complete the wellness assessment in 2009 in order to have the Silver  
12 out-of-pocket expenses level of health plan January 1, 2010, and only bargaining unit members and  
13 their covered spouses/domestic partners who complete both a wellness assessment and an individual  
14 action plan in accordance with the Deputy Sheriff Healthy Incentives program will be placed in the  
15 Gold out-of-pocket expense level health plan in 2010. In 2010, all members and their covered  
16 spouses/domestic partners must again participate in wellness assessment and individual action plans  
17 to earn either Silver or Gold out-of-pocket expense levels in 2011. This cycle will repeat annually  
18 until such time as the Deputy Sheriff Healthy Incentives plan is amended or terminated. Effective  
19 January 1, 2009, all bargaining unit members and their covered spouses/domestic partners must  
20 complete a wellness assessment by January 31 of each year in order to be covered on the health plan  
21 in the following year.

22       **Section 1.A.** It shall be a condition of continued employment that all regular employees shall  
23 complete a wellness assessment yearly as described above in Section 1. The failure of an employee to  
24 complete such assessment within the established timelines shall constitute a basis to discontinue  
25 employment. The failure of a spouse/domestic partner to complete such assessment within the  
26 established timelines shall result in the loss of King County medical insurance benefits for the year in  
27 question for the spouse/domestic partner, but shall have no impact on benefit coverage for the  
28 employee or dependent children covered by King County insurance.

1           **Section 2. Self Pay Retiree Benefit.** The Employer will offer to employees a self pay retiree  
2 benefit option as an alternative to COBRA. This benefit will be essentially the same benefit and carry  
3 the same rules, requirements, exclusions and restrictions, as the retiree benefit option for other King  
4 County employees.

5           **Section 3. Joint Health Insurance Committee.** The parties will create a Joint  
6 Labor/Management Health Insurance Committee with representatives from the Guild and King  
7 County. The committee shall consist of four (4) members selected by the Guild and two (2) members  
8 selected by King County. The committee will make decisions using a consensus approach rather than  
9 a “majority rules” approach. The purpose and mission of such committee is to:

10                   a) Gather and share information with respect to benefit related issues;

11                   b) Consider and agree to changes in health insurance benefits (including but not  
12 limited to medical, dental and vision plans) provided the committee cannot make changes that will  
13 cost King County more than maintaining the current plan; and

14                   c) Discuss (but not negotiate) other benefit related issues as agreed upon by the  
15 parties, including but not limited to a VEBA or HSA plan.

16                   d) The parties may mutually agree, in writing, to bargain changes to the current health  
17 insurance plan. This includes but is not limited to the creation of a VEBA or HSA plan.

1 **ARTICLE 11: MISCELLANEOUS**

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

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

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

11 **Section 4. Guild Negotiating Committee.** Employees who serve on the Guild Negotiating  
12 Committee shall be allowed time off from duty to attend negotiating meetings with the County  
13 provided that the compensated members of the Guild Negotiating Team shall be composed of six (6)  
14 members or less; and provided further, that prior approval is granted by the Sheriff.

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

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

1           **Section 7. Off-duty Employment.** Off-duty employment shall be in accord with the  
2 Department Manual provided, however, the Department shall not require a “hold harmless”  
3 agreement for such employment or liability insurance of the off-duty employer. Employees shall not  
4 work in any off-duty job while on sick leave or compensated family leave during their normal work  
5 hours.

6           **Section 8. Firearms Practice Ammunition.** The Department will make available, to each  
7 officer on a monthly basis, one hundred (100) rounds of practice ammunition for their primary duty  
8 weapon and either ten (10) rounds of shotgun ammunition (00 Buck/Slugs) or for officers who have  
9 qualified, ten (10) rounds of ammunition for a Department approved rifle, provided that the officer  
10 uses this ammunition at Department approved ranges under supervised conditions. The Department  
11 will provide on-duty firearm practice time to a maximum of one (1) two (2) hour period every two (2)  
12 months. The supervisor shall schedule such practice time once they receive a request from an  
13 employee. Further, the Department agrees to take the necessary measures to insure that employees on  
14 the graveyard shift can obtain the ammunition upon request. Each eligible employee shall be allowed  
15 to draw a two (2) -month supply of rounds at a time, provided, however, that any ammunition drawn  
16 by the employee shall be used by the employee.

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

19           **Section 10. Uniforms and Equipment.** All commissioned officers shall be furnished required  
20 uniforms and equipment and shall be furnished all replacement items of uniforms and equipment on  
21 an as-needed basis, in accordance with the General Orders Manual. Employees shall be furnished  
22 new uniforms upon completion of the academy. The parties agree that occasionally, in meeting the  
23 demands of a new assignment requiring different uniforms, employees may receive used clothing for  
24 use on a temporary basis.

25           A committee shall be established during the first year of this Agreement to review periodically  
26 the department issued uniforms, vehicles and equipment. Selection of this committee shall be  
27 through agreement of the Sheriff and the Guild President, and the committee shall meet at least once  
28 per year. The committee shall review the Sheriff’s Office uniforms, vehicles and equipment and shall

1 make recommendations to the Sheriff, who shall have final decision-making authority on the  
2 department issued uniforms, vehicles and equipment.

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

7 When an employee is notified to serve on jury duty, he/she will inform his/her immediate  
8 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
9 absence from regular duties. The supervisor will ensure that the employee is relieved of regular  
10 duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

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

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

18 **Section 13. Overtime Breakdown.** The County agrees to provide each work site with a  
19 breakdown of overtime hours paid and comp time earned/used for each pay period. At any time the  
20 County supplies a breakdown for each individual on his/her pay stub, the County may discontinue the  
21 practice of providing breakdowns at each work site.

22 **Section 14. Map Books.** The County agrees to issue map books to all new hires and to all  
23 deputies every three (3) years.

24 **Section 15. Labor Management Committee.** Bi-monthly labor management meetings will be  
25 held with two representatives from the Guild, two representatives from the King County Sheriff's  
26 Office, and a representative from King County Labor Relations. The King County Sheriff's Office  
27 representative will be the King County Sheriff (or designee), and the Guild representative will be the  
28 Guild President (or designee). These meetings may be more or less frequent, upon mutual agreement.

1 The meetings should be held at a location and date/time that is convenient for all parties. The  
2 purpose of the meetings is to discuss in a collaborative manner department plans and goals, and any  
3 issues of concern to one of the parties. The parties shall notify one another of agenda items two days  
4 prior to the scheduled meeting. No agreement relating to any mandatory subject of bargaining is  
5 binding unless reduced to writing.

6 **Section 16.** Proposed changes to King County Civil Service Rules shall be discussed in Labor  
7 Management meetings.

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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.

4 **Section 2. Procedure.**

5 **Step 1 - Section Commander.** 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 fourteen (14) calendar days of the  
8 occurrence of such grievance, to the Section Commander for investigation, discussion, and written  
9 reply. The Section Commander shall make his/her written decision available to the aggrieved  
10 employee within twenty (20) working days. If the grievance is not resolved, it shall be advanced to  
11 the next step in the grievance process within ten (10) working days.

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

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

24 **Step 4 - Request for Arbitration.** Either the County or the Guild may request  
25 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which  
26 it wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator.  
27 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected  
28 from a panel of nine (9) arbitrators furnished by the American Arbitration Association or other agreed

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

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

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

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

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 2 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 those  
21 instances where disciplinary action is based on reasonable evidence of the commission of a crime or  
22 the proposed discipline involves suspension or termination of the employee, Step 3 of the Grievance  
23 Procedure will be initiated immediately, and the Human Resources Division of the Department of  
24 Executive Services shall render a decision within twenty (20) working days of the date the employee  
25 is accused of the violation or is relieved of duty. Employees who have been relieved of duty may  
26 request and shall have approved the utilization of accrued vacation comp time and/or holiday hours.

27 **Section 5. Just Cause Standard.** No employee may be discharged, suspended without pay or  
28 disciplined in any way except for just cause. The County will employ the concept of progressive

1 discipline.

2       **Section 6. Probationary Period.** All newly hired and promoted employees must serve a  
3 probationary period. The probationary period for newly hired employees shall end one (1) year from  
4 the date the employee completes the training academy and begins work in patrol. If the last day of  
5 Post BLEA is January 11, the newly hired employee will complete probation at midnight on  
6 January 11, of the following year, provided that the employee's probationary period has not been  
7 extended as provided for below.

8       The probationary period upon promotion shall be one (1) year from the date of appointment.  
9 The probationary period shall be extended for the number of work days equal to the number of work  
10 days an employee was absent in excess of ten (10) work days during the probationary period;  
11 provided that the taking of scheduled and approved vacation shall not be counted toward the ten (10)  
12 day period for promotional probationers. The probationary period is an extension of the hiring  
13 process; therefore, the provisions of this Article will not apply to employees if they are discharged  
14 during their initial probationary period or are demoted during the promotional probationary period for  
15 not meeting the requirements of the classification. Grievances brought by probationary employees  
16 involving issues other than discharge or demotion may be processed in accordance with this Article.

17       **Section 7. Parties to the Agreement.** In as much as this is an agreement between the County  
18 and the Guild, only the Guild or the Employer may advance a grievance to arbitration.

19       **Section 8. Nondiscrimination.** Claims of unlawful discrimination shall not be processed in  
20 accordance with the grievance procedure denominated herein, but must be pursued privately by  
21 affected employees through the appropriate local, state, or federal agency, or court.

1 **ARTICLE 13: BULLETIN BOARDS**

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

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

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

- 20           a) Discharge.
  - 21           b) Suspension or other disciplinary action as may be applicable to such employee.
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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 Agreement,  
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter  
7 or specifically referred to or covered in this Agreement.

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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 Department and classification, with the employee with the least time being the first to go.  
4 In the event there are two (2) or more employees eligible for layoff within the Department with the  
5 same classification and seniority, the Department Director will determine the order of layoff 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.

9 "Airport Seniority" will be recognized in the attached Memorandum of Agreement regarding  
10 King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting Officers (Document Code:  
11 290U1508).



1 **ARTICLE 18: TRANSFERS**

2 **Section 1. Requests 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.** Nothing in this article will preclude transfers for legitimate  
6 operational/administrative needs. When an employee is transferred or reassigned involuntarily and  
7 such transfer or reassignment produces significant hardship on the employee or his/her family due to  
8 excess travel time, expense, or other factors, the Department will give full consideration to these  
9 factors and will not unreasonably refuse to implement alternative work location assignments.  
10 Reasons for denial include, but are not limited to, legitimate Departmental man-power allocations.

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

13 b) **Performance.** Nothing in this Article will preclude transfers for substandard  
14 performance after appropriate notice and opportunity to correct deficiencies. This includes transfers  
15 out of specialty units and assignments whether or not such transfer results in the loss of premium pay.

16 c) **Contract City Chiefs.** Sergeants acting as Contract City Chiefs are assigned and  
17 may be transferred at the discretion of the Sheriff.

1 **ARTICLE 19: POLICE OFFICERS' BILL OF RIGHTS**

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

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

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

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

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

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

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

27 **Section 7.** The Employer shall not require any employee covered by this Agreement to take  
28 or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph

1 evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

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

5       **Section 9.** Administrative Investigations must be completed within 180 days of the matter  
6 coming to the attention of the Sheriff's Office Command Staff/Captains. In the event the Sheriff  
7 believes an extension beyond 180 days is necessary, and the County establishes an appropriate burden  
8 that it has acted with due diligence and the investigation could not reasonably be completed due to  
9 factors beyond the control of the Sheriff's Office (for example, extended illness or other  
10 unavailability of a critical witness, such as the complainant or the officer being investigated, or  
11 necessary delays in the processing of forensic evidence by other agencies), the Sheriff must contact  
12 the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for  
13 extension based on the unavailability of witnesses shall include a showing that the witness is expected  
14 to become available in a reasonable period of time. A request for extension based upon the above  
15 criteria will not be unreasonably denied.

16           a. The 180 day period shall be suspended when a complaint involving alleged  
17 criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the local, state  
18 or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally  
19 investigated or prosecuted in that jurisdiction. In cases of an officer involved in a fatal incident, the  
20 180 day period will commence when the completed criminal file is provided to the Prosecuting  
21 Attorney, and will only be tolled in the event criminal charges are filed.

22           (1) In the event an outside agency conducts a criminal investigation of a matter  
23 within the jurisdiction of the County, and the Sheriff's Office receives the completed criminal file  
24 with less than sixty (60) days remaining for the administrative investigation, the Sheriff's Office will  
25 have up to an additional sixty (60) days to complete its administrative investigation. However, in no  
26 event shall the investigation last more than 240 days.

27           (2) Compliance with this provision is required if findings are to be entered or  
28 discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute

1 conclusion of the administrative investigation for purposes of this section.

2 (3) Nothing in this article prohibits the County from disciplining (provided  
3 just cause exists) an officer convicted of a crime.

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1 **ARTICLE 20: PERFORMANCE EVALUATIONS**

2 **Section 1.** An annual performance appraisal shall be conducted by the employee's immediate  
3 supervisor.

4 **Section 2.** The employee's immediate supervisor shall meet with the employee for the  
5 purpose of presenting feedback about job performance. Performance appraisals shall not include  
6 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not  
7 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to  
8 provide written comments on the final appraisal including, but not limited to, agreement or  
9 disagreement with the information presented. The employee shall sign the appraisal to acknowledge  
10 receipt. Signing the appraisal shall not infer agreement with the review.

11 **Section 3.** If an employee wishes to challenge an appraisal, the following steps shall be taken  
12 in the following order:

13 **STEP 1**

14 Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with  
15 his/her supervisor to address and challenge the appraisal. This meeting shall be scheduled within 10  
16 days. After the employee has provided the information associated with the challenge, the supervisor  
17 shall advise the employee as part of the meeting of his/her determination to either modify the  
18 appraisal or preserve it as written. The supervisor shall document the discussion with the employee.  
19 If the employee is not satisfied with the supervisor's response, he/she may appeal to Step 2.

20 **STEP 2**

21 Within fifteen (15) days following the meeting with his/her supervisor, the employee may  
22 request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and  
23 challenge the appraisal. This meeting shall be scheduled within 10 days. After the employee has  
24 provided the information associated with the challenge, the commanding officer shall advise the  
25 employee as part of the meeting of his/her determination to either modify the appraisal or preserve it  
26 as written. The commanding officer shall document the discussion with the employee. If the  
27 employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only if  
28 the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of

1 misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and  
2 reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as  
3 part of the performance appraisal.

#### 4 **STEP 3**

5 Within fifteen (15) days following the meeting with his/her commanding officer the employee  
6 may request, through the Director of Human Resources, a hearing before the Performance Appraisal  
7 System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice.

8 The request must be submitted in writing and cite specific facts supporting the employee's  
9 allegation(s). The Director of Human Resources will review the employee's request to determine if  
10 the criteria for an appeal have been met within 10 days. This determination shall be appealable to the  
11 PAS Review Board as a preliminary matter.

12 The appeal shall be considered by the PAS Review Board within 60 days. The PAS Review  
13 board shall consist of a total of six (6) members, three (3) selected by the Guild and three (3) selected  
14 by the Department. Each Board member must agree to spend a minimum of at least one-year on the  
15 Board. Any Board member who has been actively involved in conducting a performance appraisal of  
16 an employee appealing to the Board shall recuse him or herself from hearing the appeal of that  
17 employee.

18 The employee shall be solely responsible for presenting his/her perspective of the appraisal to  
19 the Board. The supervisor or commanding officer responsible for evaluating the employee shall be  
20 solely responsible for presenting his/her perspective of the appraisal to the Board.

21 The Board shall review the relevant evidence and vote to determine to either modify the  
22 appraisal or preserve it as written in accordance with the following procedures:

23 1. Each member of the Board must agree that his or her vote, and the votes of others, shall  
24 remain confidential. Unauthorized disclosure of such information shall be just cause for removal  
25 from the Board.

26 2. At the conclusion of the hearing, the Board shall initially seek to reach a consensus  
27 resolution. In the event no consensus can be reached, all six (6) members of the Board shall  
28 anonymously cast their vote by placing their ballot in a box.

1           3. A member of the Board shall blindly remove and eliminate one ballot from the box. Only  
2 the five (5) remaining ballots shall be considered in determining the outcome of the hearing.

3           The decision of the Board shall be final and not subject to the grievance process or appeal to  
4 the Civil Service Commission. Together with the decision, the Board may provide recommendations  
5 to the employee on how he/she can improve on weaknesses that are identified. The Board may also  
6 provide recommendations to the employee's chain of command on how to assist the immediate  
7 supervisor and employee in addressing any performance related or work relationship concerns.

8           **Section 4.** The Department may use performance appraisals (absent any record of early  
9 interventions), along with other relevant information, in determining the appropriateness of  
10 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not  
11 appeal a performance appraisal used in making such determinations unless they do so within the  
12 timelines provided by Step 3 above, provided that employees may contest the use of portions of a  
13 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged  
14 portions of the performance appraisal are not appealable pursuant to Section 3 above.

1 **ARTICLE 21: EARLY INTERVENTION SYSTEMS**

2       **Section 1.** The County shall implement an Early Intervention System. The Early Intervention  
3 System will be designed as an integral component of the Department's performance appraisal  
4 process. Any documentation of the application of the Early Intervention System to any member of  
5 the bargaining unit will not be recorded in any manner in that employee's performance appraisal  
6 forms. The parties recognize that, because Early Intervention is integrally related to the performance  
7 review process, any documentation involving an officer's identification for or participation in the  
8 program will be confidential and not subject to public disclosure. In the event it is ever determined  
9 that such documentation must be produced pursuant to the Public Disclosure Act, the KCSO will  
10 immediately cease operation of the Early Intervention System, and destroy all early intervention  
11 records that are not embraced within a current court case, and the parties will meet to determine  
12 whether and how to revise the program consistent with the intent of this section.

13       **Section 2.** The Early Intervention System will be a data-based management tool designed to  
14 identify employees whose performance exhibits potential problems. In response to identified issues,  
15 the County shall provide interventions (usually counseling or training) to correct those concerns. The  
16 Early Intervention System is only intended to identify performance problems that do not warrant  
17 disciplinary action but suggest that an employee may be having problems dealing with workplace  
18 issues. No permanent records concerning the data processing operation of the Early Intervention  
19 System (including Supervisory responses) will be kept for more than 90 days.

20       **Section 3.** The Early Intervention System shall be completely separate from the disciplinary  
21 system. Neither IIU nor the King County Office of Law Enforcement Oversight (KCOLEO) shall  
22 have access to early intervention records of any kind. An intervention is not discipline. It will be  
23 designed to help employees improve performance through counseling, training or coaching. No  
24 record of participation in an Early Intervention Program will be placed in the employee's personnel  
25 file or admitted by the County in any disciplinary proceeding for any purpose, unless the issue is  
26 initially raised by the Guild.

27       **Section 4.** An employee may have access to a read only version of the data related to that  
28 employee. These data or indicators are usually already collected in other databases in the agency.



1 The KCPOG will be provided thirty (30) days advance notification when the KCSO has selected the  
2 list of indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors. The  
3 KCSO will meet to discuss the indicators with the Guild upon request and discharge its obligation to  
4 bargain, if any, that the law requires.

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1 **ARTICLE 22: CIVILIAN REVIEW**

2 The King County Office of Law Enforcement Oversight (KCOLEO) will provide a  
3 professional presence to help ensure a quality investigation in real time, and visible, independent  
4 oversight to reassure the public.

5 **Section 1.** The KCOLEO will actively monitor all Sheriff's Office internal investigations.

6 **Section 2.** The KCOLEO may receive complaints from any complaining party, including,  
7 without limitation, citizens or employees of the Sheriff's Office. The KCOLEO will forward all  
8 complaints to the Internal Investigations Unit (IIU) within three business days for processing and,  
9 when appropriate, investigation. The KCOLEO will not conduct independent disciplinary  
10 investigations, but may participate in interviews as provided herein.

11 **Section 3.** In addition to complaints received by the KCOLEO, IIU will provide copies of all  
12 other complaints to the KCOLEO within three business days. Once the case is closed, the KCOLEO  
13 will return all case file materials and any other records to IIU for retention, including copies. The  
14 KCOLEO will have subsequent access to closed cases for up to two years solely for reporting  
15 purpose, unless there is a legitimate business necessity to review older files.

16 **Section 4.** The KCOLEO will have the opportunity to make a recommendation for mediation  
17 to the Sheriff, prior to investigation. In the event the Sheriff's Office, the complainant and the officer  
18 all agree to mediation, that process will be utilized rather than sending the matter on for investigation.  
19 Assuming the officer participates in good faith during the mediation process, the officer will not be  
20 subject to discipline and the complaint will be administratively dismissed. Good faith means that the  
21 officer listens and considers the issues raised by the complainant, and acts and responds  
22 appropriately. Agreement with either the complainant or the mediator is not a requirement of good  
23 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to  
24 participate, the officer will be considered to have participated in good faith. Moreover, any records  
25 related to mediation (other than a mediation settlement agreement) shall not be admissible in any  
26 proceeding except to enforce this section.

27 **Section 5.** Once any complaint is received by the IIU, it shall be submitted to the chain of  
28 command for review pursuant to the King County General Orders Manual Policy. When either the

1 Sheriff or her/his designee determines that the allegations warrant investigation, such investigation  
2 shall be approved, and IIU will initiate the investigative process.

3 **Section 6.** IIU will notify the KCOLEO of all administrative interviews on all complaints of a  
4 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints  
5 originating at the KCOLEO. A single KCOLEO representative from the KCOLEO may attend and  
6 observe interviews, and will be given the opportunity to ask questions that are within the scope of  
7 permissible investigative questioning after the completion of questioning by the Sheriff's Office. The  
8 KCOLEO will not participate in criminal investigations of Sheriff's Office employees in any way,  
9 and will not be notified of any part of the criminal investigation until the criminal investigation is  
10 concluded. At that point, the file shall be provided to the KCOLEO.

11 **Section 7.** Upon completion of internal investigations, IIU will forward a complete copy of  
12 the case file to the KCOLEO for review. The KCOLEO will determine, in writing, whether the  
13 investigation was thorough and objective in the opinion of the Director of the KCOLEO.

14 **Section 8.** As a part of the review process, the Director of the KCOLEO may believe that  
15 additional investigation is needed on issues he/she deems material to the outcome. If there is any  
16 dispute between the assigned investigator(s) and the KCOLEO regarding the necessity, practicality or  
17 materiality of the requested additional investigation, the IIU Commander will determine whether  
18 additional investigation will be undertaken. If the KCOLEO is not satisfied with the determination of  
19 the IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the  
20 Director of the KCOLEO is not satisfied with the determination of the Sheriff, the matter will be  
21 resolved by the King County Executive, who's decision will be final. Once the matter has been  
22 referred to and resolved by the Executive, the investigation will be completed consistent with the  
23 determination by the Executive. After completion of the additional investigation, or the conclusion  
24 that no further investigation will be undertaken, the KCOLEO will then certify whether or not, in the  
25 opinion of the Director of the KCOLEO, the internal investigation was thorough and objective. This  
26 determination will be made within five (5) business days. Once the above finding is entered in the  
27 investigation, the KCOLEO will not be involved further in the processing of that case except as  
28 provided herein.

1           **Section 9.** All final disciplinary decisions will be made by the Sheriff.

2           **Section 10.** The KCOLEO will be provided a copy of any letter or other notification to an  
3 officer informing them of actual discipline imposed as a result of an internal affairs investigation or  
4 the Notice of Finding in the event that the complaint is not sustained.

5           **Section 11.** The KCOLEO will be notified by IIU within five (5) business days of case  
6 closure of all complaints of a Serious Matter and all complaints originally filed with the KCOLEO.  
7 The KCOLEO, in addition to the Sheriff's Office's written Notice of Finding letter to the  
8 complainant, may send a closing letter to the complainant. The letter may summarize the case  
9 findings within the context of this Article.

10           **Section 12.** Any complaining party who is not satisfied with the findings of the Sheriff's  
11 Office concerning their complaint may contact the KCOLEO to discuss the matter further. However,  
12 unless persuasive and probative new information is provided, the investigation will remain closed. In  
13 accordance with established arbitral case law, employees may not be subject to discipline twice for  
14 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate  
15 burden of establishing compliance with this section rests with the County in any subsequent challenge  
16 to the discipline. Moreover, this section is subject to the 180 day limitation contained in Article 19.9  
17 of this Agreement

18           **Section 13.** In addition to the investigative process, the KCOLEO will have unimpeded  
19 access to all complaint and investigative files for auditing and reporting purposes. The KCOLEO  
20 shall not retain investigative files beyond one year and will return the same to IIU for safekeeping. At  
21 all times and including, without limitation, issuing written reports, no employee of the KCOLEO will  
22 release the name(s) of employees or other individuals involved in incidents or investigations nor any  
23 other personally identifying information. The KCOLEO may make statistical observations regarding  
24 the disciplinary results of sustained internal investigations, but shall not take issue with discipline  
25 imposed by the Sheriff in specific cases.

26           **Section 14.** The KCOLEO may recommend policies and procedures for the review and/or  
27 audit of the complaint resolution process, and review and recommend changes in Sheriff's Office  
28 policies to improve the quality of police investigations and practices. Nothing herein shall be

1 construed as a waiver of the Guild's right to require the County to engage in collective bargaining as  
2 authorized by law.

3 **Section 15.** A committee of five (5) members (Committee) will be formed that will  
4 recommend three (3) candidates for the KCOLEO position to the Executive (one of which must be  
5 selected). The Committee shall be composed of one member appointed by the King County Police  
6 Officers' Guild; one member appointed by the Puget Sound Police Manager's Association (Captains  
7 bargaining unit); one member appointed by the Chair of the County Council; and one member  
8 appointed by the County Executive. The fifth member shall be appointed by the other four (4)  
9 members.

10 **Section 16.** In addition to whatever job requirements may be established by the County, one  
11 of the minimum job requirements for the KCOLEO will be to have a history that includes the  
12 establishment of a reputation for even-handedness and fairness in dealing with both complainants and  
13 regulated parties. The Committee will be responsible for ensuring that the three candidates forwarded  
14 to the Executive possess the required minimum job requirements. The County agrees that compliance  
15 with the provisions of this agreement will be a condition of employment for all employees of the  
16 KCOLEO.

17 **Section 17.** In the event the Guild believes a candidate recommended by the Committee for  
18 Director of the KCOLEO does not meet the minimum job requirement established in Section 16  
19 above, the Guild must within seven (7) business days of the recommendation present information to  
20 the County Executive about their concern. If that person is ultimately selected by the County  
21 Executive, the Guild may file a grievance within five (5) days of the appointment and an expedited  
22 arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration  
23 within twenty one (21) days, and issue a bench decision either confirming or rejecting the Executive's  
24 appointment. The decision will be final and binding upon the parties. Upon the filing of a grievance,  
25 any appointment shall be held in abeyance pending completion of the arbitration.

26 **Section 18.** Upon implementation of the procedure outlined herein, the County agrees to  
27 repeal the existing Oversight ordinance within 60 days. The sections of the existing Ordinance that  
28 do not involve a mandatory subject of bargaining or otherwise conflict with this Agreement, and thus

1 may be included in the new Ordinance, are the Sections 1, 2 (except delete 2b), 4 (and adding the  
2 criteria agreed to herein) 10 and 11. The determination as to the size of the KCOLEO will be made  
3 by the County.

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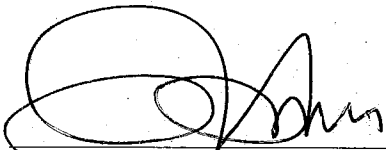
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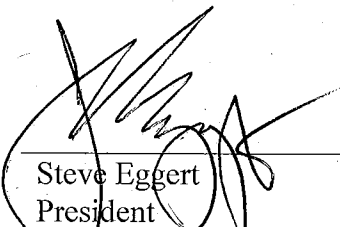
1 **ARTICLE 23: DURATION**

2 This contract shall remain in full force and effect, unless otherwise stated in Article 7,  
3 Section 25, from January 1, 2008 through December 31, 2012.

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5 APPROVED this 5 day of NOVEMBER, 2008.

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9 By:   
10 King County Executive

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15 SIGNATORY ORGANIZATION:

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18 Steve Eggert  
19 President  
King County Police Officers Guild

## 2008 ADDENDUM "A"

### Section 1. Wage Rates:

Effective January 1, 2008, Wage rates shall be in accordance with the following schedules, except where later retroactive dates are specified in Article 7 Section 25.

<b>Salary Schedule for Deputies</b> <b>5.0% Increase over 2007 rates</b>				
	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Step 1 – Start</b>	\$49,778.40	\$4,148.20	\$2,074.10	\$23.7493
<b>Step 2 – 12 months</b>	\$55,785.60	\$4,648.80	\$2,324.40	\$26.6153
<b>Step 3 – 24 months</b>	\$60,742.56	\$5,061.88	\$2,530.94	\$28.9802
<b>Step 4 – 36 months</b>	\$63,549.84	\$5,295.82	\$2,647.91	\$30.3196
<b>Step 5 – 48 months</b>	\$66,236.88	\$5,519.74	\$2,759.87	\$31.6016
<b>Step 6 – 60 months</b>	\$69,700.32	\$5,808.36	\$2,904.18	\$33.2540

<b>Salary Schedule for Sergeants</b> <b>5.0% Increase over 2007 rates</b>				
	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
<b>Start</b>	\$77,343.84	\$6,445.32	\$3,222.66	\$36.9007
<b>6 months</b>	\$80,769.36	\$6,730.78	\$3,365.39	\$38.5350
<b>18 months</b>	\$84,207.60	\$7,017.30	\$3,508.65	\$40.1754

- a) All step increases are based upon satisfactory performance during previous service.
- b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above 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



1 shall include time, place, and frequency of unacceptable performance.

2 d) The employee, if denied a step increase, shall be placed on either monthly or quarterly  
3 evaluations and at such time that the employee's performance becomes "Satisfactory" as defined  
4 supra, the employee shall receive the previously denied step increase the first of the month following  
5 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step  
6 increase will not be affected by the above action.

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity  
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

15  
16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay  
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

24  
25 NOTE: The above percentage rates are based upon the employee's base rate.

26 **Section 3. Education Incentive:**

27 Employees covered by this Agreement shall receive education incentive payment in  
28 accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the employee's base rate.

**Section 4. Retirement Calculations:**

Retirement calculations are controlled by state law. The contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee's degree by the joint committee established in accordance with the 1977 arbitration award.

**Section 5. Premiums**

Percentage	2008 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.2375	\$0.2662	\$0.2898	\$0.3032	\$0.3160	\$0.3325	\$0.3690	\$0.3854	\$0.4018
2	\$0.4750	\$0.5323	\$0.5796	\$0.6064	\$0.6320	\$0.6651	\$0.7380	\$0.7707	\$0.8035
3	\$0.7125	\$0.7985	\$0.8694	\$0.9096	\$0.9480	\$0.9976	\$1.1070	\$1.1561	\$1.2053
4	\$0.9500	\$1.0646	\$1.1592	\$1.2128	\$1.2641	\$1.3302	\$1.4760	\$1.5414	\$1.6070
5	\$1.1875	\$1.3308	\$1.4490	\$1.5160	\$1.5801	\$1.6627	\$1.8450	\$1.9268	\$2.0088
6	\$1.4250	\$1.5969	\$1.7388	\$1.8192	\$1.8961	\$1.9952	\$2.2140	\$2.3121	\$2.4105
7	\$1.6625	\$1.8631	\$2.0286	\$2.1224	\$2.2121	\$2.3278	\$2.5830	\$2.6975	\$2.8123
8	\$1.8999	\$2.1292	\$2.3184	\$2.4256	\$2.5281	\$2.6603	\$2.9521	\$3.0828	\$3.2140
9	\$2.1374	\$2.3954	\$2.6082	\$2.7288	\$2.8441	\$2.9929	\$3.3211	\$3.4682	\$3.6158
10	\$2.3749	\$2.6615	\$2.8980	\$3.0320	\$3.1602	\$3.3254	\$3.6901	\$3.8535	\$4.0175
11	\$2.6124	\$2.9277	\$3.1878	\$3.3352	\$3.4762	\$3.6579	\$4.0591	\$4.2389	\$4.4193
12	\$2.8499	\$3.1938	\$3.4776	\$3.6384	\$3.7922	\$3.9905	\$4.4281	\$4.6242	\$4.8210
13	\$3.0874	\$3.4600	\$3.7674	\$3.9415	\$4.1082	\$4.3230	\$4.7971	\$5.0096	\$5.2228
14	\$3.3249	\$3.7261	\$4.0572	\$4.2447	\$4.4242	\$4.6556	\$5.1661	\$5.3949	\$5.6246
15	\$3.5624	\$3.9923	\$4.3470	\$4.5479	\$4.7402	\$4.9881	\$5.5351	\$5.7803	\$6.0263
16	\$3.7999	\$4.2584	\$4.6368	\$4.8511	\$5.0563	\$5.3206	\$5.9041	\$6.1656	\$6.4281

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Percentage	2008 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$20.74	\$23.25	\$25.31	\$26.48	\$27.60	\$29.04	\$32.23	\$33.66	\$35.09
2	\$41.48	\$46.49	\$50.62	\$52.96	\$55.19	\$58.09	\$64.45	\$67.31	\$70.17
3	\$62.22	\$69.74	\$75.93	\$79.44	\$82.79	\$87.12	\$96.68	\$100.97	\$105.26
4	\$82.97	\$92.98	\$101.24	\$105.92	\$110.40	\$116.17	\$128.90	\$134.62	\$140.34
5	\$103.71	\$116.22	\$126.55	\$132.40	\$138.00	\$145.21	\$161.13	\$168.27	\$175.44
6	\$124.45	\$139.46	\$151.86	\$158.88	\$165.59	\$174.25	\$193.36	\$201.92	\$210.52
7	\$145.19	\$162.71	\$177.16	\$185.36	\$193.19	\$203.29	\$225.58	\$235.58	\$245.61
8	\$165.92	\$185.95	\$202.47	\$211.84	\$220.79	\$232.33	\$257.82	\$269.23	\$280.69
9	\$186.67	\$209.20	\$227.78	\$238.32	\$248.38	\$261.38	\$290.04	\$302.89	\$315.78
10	\$207.41	\$232.44	\$253.09	\$264.79	\$275.99	\$290.42	\$322.27	\$336.54	\$350.86
11	\$228.15	\$255.69	\$278.40	\$291.27	\$303.59	\$319.46	\$354.49	\$370.20	\$385.95
12	\$248.89	\$278.93	\$303.71	\$317.75	\$331.19	\$348.50	\$386.72	\$403.85	\$421.03
13	\$269.63	\$302.17	\$329.02	\$344.22	\$358.78	\$377.54	\$418.95	\$437.50	\$456.12
14	\$290.37	\$325.41	\$354.33	\$370.70	\$386.38	\$406.59	\$451.17	\$471.15	\$491.21
15	\$311.12	\$348.66	\$379.64	\$397.18	\$413.98	\$435.63	\$483.40	\$504.81	\$526.30
16	\$331.86	\$371.90	\$404.95	\$423.66	\$441.58	\$464.67	\$515.62	\$538.46	\$561.39

Percentage	2008 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$41.48	\$46.50	\$50.62	\$52.96	\$55.20	\$58.08	\$64.46	\$67.32	\$70.18
2	\$82.96	\$92.98	\$101.24	\$105.92	\$110.38	\$116.18	\$128.90	\$134.62	\$140.34
3	\$124.44	\$139.48	\$151.86	\$158.88	\$165.58	\$174.24	\$193.36	\$201.94	\$210.52
4	\$165.94	\$185.96	\$202.48	\$211.84	\$220.80	\$232.34	\$257.80	\$269.24	\$280.68
5	\$207.42	\$232.44	\$253.10	\$264.80	\$276.00	\$290.42	\$322.26	\$336.54	\$350.88
6	\$248.90	\$278.92	\$303.72	\$317.76	\$331.18	\$348.50	\$386.72	\$403.84	\$421.04
7	\$290.38	\$325.42	\$354.32	\$370.72	\$386.38	\$406.58	\$451.16	\$471.16	\$491.22
8	\$331.84	\$371.90	\$404.94	\$423.68	\$441.58	\$464.66	\$515.64	\$538.46	\$561.38
9	\$373.34	\$418.40	\$455.56	\$476.64	\$496.76	\$522.76	\$580.08	\$605.78	\$631.56
10	\$414.82	\$464.88	\$506.18	\$529.58	\$551.98	\$580.84	\$644.54	\$673.08	\$701.72
11	\$456.30	\$511.38	\$556.80	\$582.54	\$607.18	\$638.92	\$708.98	\$740.40	\$771.90
12	\$497.78	\$557.86	\$607.42	\$635.50	\$662.38	\$697.00	\$773.44	\$807.70	\$842.06
13	\$539.26	\$604.34	\$658.04	\$688.44	\$717.56	\$755.08	\$837.90	\$875.00	\$912.24
14	\$580.74	\$650.82	\$708.66	\$741.40	\$772.76	\$813.18	\$902.34	\$942.30	\$982.42
15	\$622.24	\$697.32	\$759.28	\$794.36	\$827.96	\$871.26	\$966.80	\$1,009.62	\$1,052.60
16	\$663.72	\$743.80	\$809.90	\$847.32	\$883.16	\$929.34	\$1,031.24	\$1,076.92	\$1,122.78

1 **2009 ADDENDUM "A"**

2 **Section 1. Wage Rates:**

3 Effective January 1, 2009, Wage rates shall be in accordance with the following schedules.

4

5 **Salary Schedule for Deputies**

6 **5.0% Increase over 2008 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
7 <b>Step 1 – Start</b>	\$52,068.00	\$4,339.00	\$2,169.50	\$24.9368
8 <b>Step 2 – 12 months</b>	\$58,351.44	\$4,862.62	\$2,431.31	\$27.9461
9 <b>Step 3 – 24 months</b>	\$63,536.16	\$5,294.68	\$2,647.34	\$30.4292
10 <b>Step 4 – 36 months</b>	\$66,472.80	\$5,539.40	\$2,769.70	\$31.8356
11 <b>Step 5 – 48 months</b>	\$69,283.44	\$5,773.62	\$2,886.81	\$33.1817
12 <b>Step 6 – 60 months</b>	\$72,906.00	\$6,075.50	\$3,037.75	\$34.9167

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16 **Salary Schedule for Sergeants**

17 **5.0% Increase over 2008 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
18 <b>Start</b>	\$80,901.12	\$6,741.76	\$3,370.88	\$38.7457
19 <b>6 months</b>	\$84,484.32	\$7,040.36	\$3,520.18	\$40.4618
20 <b>18 months</b>	\$88,080.72	\$7,340.06	\$3,670.03	\$42.1842

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24 a) All step increases are based upon satisfactory performance during previous service.

25 b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on  
26 the employee Work Performance Review Report.

27 c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on  
28 any factor or overall rating, specific facts on which the rating is based must be provided; such facts

1 shall include time, place, and frequency of unacceptable performance.

2       d) The employee, if denied a step increase, shall be placed on either monthly or quarterly  
3 evaluations and at such time that the employee's performance becomes "Satisfactory" as defined  
4 supra, the employee shall receive the previously denied step increase the first of the month following  
5 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step  
6 increase will not be affected by the above action.

7       **Section 2. Longevity Pay:**

8       **Section 2.A. Not Assigned to Patrol**

9       Employees covered by this Agreement that are not assigned to Patrol shall receive longevity  
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
<b>Longevity %</b>	1	2	3	4	5	6	7	8	9	10

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16       NOTE: The above percentage rates are based upon the employee's base rate.

17       **Section 2.B. Assigned to Patrol**

18       Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay  
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
<b>Patrol Longevity %</b>	2	3	4	5	6	8	9	10	11	12	14	15	16

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24       NOTE: The above percentage rates are based upon the employee's base rate.

25       **Section 3. Education Incentive:**

26       Employees covered by this Agreement shall receive education incentive payment in  
27 accordance with the following schedule:  
28

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the employee's base rate.

**Section 4. Retirement Calculations:**

Retirement calculations are controlled by state law. The contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee's degree by the joint committee established in accordance with the 1977 arbitration award.

**Section 5. Premiums**

Percentage	2009 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.2494	\$0.2795	\$0.3043	\$0.3184	\$0.3318	\$0.3492	\$0.3875	\$0.4046	\$0.4218
2	\$0.4987	\$0.5589	\$0.6086	\$0.6367	\$0.6636	\$0.6983	\$0.7749	\$0.8092	\$0.8437
3	\$0.7481	\$0.8384	\$0.9129	\$0.9551	\$0.9955	\$1.0475	\$1.1624	\$1.2139	\$1.2655
4	\$0.9975	\$1.1178	\$1.2172	\$1.2734	\$1.3273	\$1.3967	\$1.5498	\$1.6185	\$1.6874
5	\$1.2468	\$1.3973	\$1.5215	\$1.5918	\$1.6591	\$1.7458	\$1.9373	\$2.0231	\$2.1092
6	\$1.4962	\$1.6768	\$1.8258	\$1.9101	\$1.9909	\$2.0950	\$2.3247	\$2.4277	\$2.5311
7	\$1.7456	\$1.9562	\$2.1300	\$2.2285	\$2.3227	\$2.4442	\$2.7122	\$2.8323	\$2.9529
8	\$1.9949	\$2.2357	\$2.4343	\$2.5468	\$2.6545	\$2.7933	\$3.0997	\$3.2369	\$3.3747
9	\$2.2443	\$2.5151	\$2.7386	\$2.8652	\$2.9864	\$3.1425	\$3.4871	\$3.6416	\$3.7966
10	\$2.4937	\$2.7946	\$3.0429	\$3.1836	\$3.3182	\$3.4917	\$3.8746	\$4.0462	\$4.2184
11	\$2.7430	\$3.0741	\$3.3472	\$3.5019	\$3.6500	\$3.8408	\$4.2620	\$4.4508	\$4.6403
12	\$2.9924	\$3.3535	\$3.6515	\$3.8203	\$3.9818	\$4.1900	\$4.6495	\$4.8554	\$5.0621
13	\$3.2418	\$3.6330	\$3.9558	\$4.1386	\$4.3136	\$4.5392	\$5.0369	\$5.2600	\$5.4839
14	\$3.4912	\$3.9125	\$4.2601	\$4.4570	\$4.6454	\$4.8883	\$5.4244	\$5.6647	\$5.9058
15	\$3.7405	\$4.1919	\$4.5644	\$4.7753	\$4.9773	\$5.2375	\$5.8119	\$6.0693	\$6.3276
16	\$3.9899	\$4.4714	\$4.8687	\$5.0937	\$5.3091	\$5.5867	\$6.1993	\$6.4739	\$6.7495

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Percentage	2009 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$21.70	\$24.32	\$26.47	\$27.70	\$28.87	\$30.38	\$33.71	\$35.20	\$36.70
2	\$43.39	\$48.62	\$52.95	\$55.39	\$57.73	\$60.75	\$67.42	\$70.40	\$73.40
3	\$65.08	\$72.94	\$79.42	\$83.09	\$86.61	\$91.13	\$101.13	\$105.61	\$110.10
4	\$86.78	\$97.25	\$105.90	\$110.79	\$115.48	\$121.51	\$134.83	\$140.81	\$146.80
5	\$108.47	\$121.57	\$132.37	\$138.49	\$144.34	\$151.88	\$168.55	\$176.01	\$183.50
6	\$130.17	\$145.88	\$158.84	\$166.18	\$173.21	\$182.27	\$202.25	\$211.21	\$220.21
7	\$151.87	\$170.19	\$185.31	\$193.88	\$202.07	\$212.65	\$235.96	\$246.41	\$256.90
8	\$173.56	\$194.51	\$211.78	\$221.57	\$230.94	\$243.02	\$269.67	\$281.61	\$293.60
9	\$195.25	\$218.81	\$238.26	\$249.27	\$259.82	\$273.40	\$303.38	\$316.82	\$330.30
10	\$216.95	\$243.13	\$264.73	\$276.97	\$288.68	\$303.78	\$337.09	\$352.02	\$367.00
11	\$238.64	\$267.45	\$291.21	\$304.67	\$317.55	\$334.15	\$370.79	\$387.22	\$403.71
12	\$260.34	\$291.75	\$317.68	\$332.37	\$346.42	\$364.53	\$404.51	\$422.42	\$440.40
13	\$282.04	\$316.07	\$344.15	\$360.06	\$375.28	\$394.91	\$438.21	\$457.62	\$477.10
14	\$303.73	\$340.39	\$370.63	\$387.76	\$404.15	\$425.28	\$471.92	\$492.83	\$513.80
15	\$325.42	\$364.70	\$397.10	\$415.45	\$433.03	\$455.66	\$505.64	\$528.03	\$550.50
16	\$347.12	\$389.01	\$423.58	\$443.15	\$461.89	\$486.04	\$539.34	\$563.23	\$587.21

Percentage	2009 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$43.40	\$48.64	\$52.94	\$55.40	\$57.74	\$60.76	\$67.42	\$70.40	\$73.40
2	\$86.78	\$97.24	\$105.90	\$110.78	\$115.46	\$121.50	\$134.84	\$140.80	\$146.80
3	\$130.16	\$145.88	\$158.84	\$166.18	\$173.22	\$182.26	\$202.26	\$211.22	\$220.20
4	\$173.56	\$194.50	\$211.80	\$221.58	\$230.96	\$243.02	\$269.66	\$281.62	\$293.60
5	\$216.94	\$243.14	\$264.74	\$276.98	\$288.68	\$303.76	\$337.10	\$352.02	\$367.00
6	\$260.34	\$291.76	\$317.68	\$332.36	\$346.42	\$364.54	\$404.50	\$422.42	\$440.42
7	\$303.74	\$340.38	\$370.62	\$387.76	\$404.14	\$425.30	\$471.92	\$492.82	\$513.80
8	\$347.12	\$389.02	\$423.56	\$443.14	\$461.88	\$486.04	\$539.34	\$563.22	\$587.20
9	\$390.50	\$437.62	\$476.52	\$498.54	\$519.64	\$546.80	\$606.76	\$633.64	\$660.60
10	\$433.90	\$486.26	\$529.46	\$553.94	\$577.36	\$607.56	\$674.18	\$704.04	\$734.00
11	\$477.28	\$534.90	\$582.42	\$609.34	\$635.10	\$668.30	\$741.58	\$774.44	\$807.42
12	\$520.68	\$583.50	\$635.36	\$664.74	\$692.84	\$729.06	\$809.02	\$844.84	\$880.80
13	\$564.08	\$632.14	\$688.30	\$720.12	\$750.56	\$789.82	\$876.42	\$915.24	\$954.20
14	\$607.46	\$680.78	\$741.26	\$775.52	\$808.30	\$850.56	\$943.84	\$985.66	\$1,027.60
15	\$650.84	\$729.40	\$794.20	\$830.90	\$866.06	\$911.32	\$1,011.28	\$1,056.06	\$1,101.00
16	\$694.24	\$778.02	\$847.16	\$886.30	\$923.78	\$972.08	\$1,078.68	\$1,126.46	\$1,174.42

1 **2010 ADDENDUM "A"**

2 **Section 1. Wage Rates:**

3 Effective January 1, 2010, Wage rates shall be in accordance with the following schedules.

4

5 **Salary Schedule for Deputies**

6 **5.0% Increase over 2009 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
7 <b>Step 1 – Start</b>	\$54,671.28	\$4,555.94	\$2,277.97	\$26.1836
8 <b>Step 2 – 12 months</b>	\$61,269.12	\$5,105.76	\$2,552.88	\$29.3434
9 <b>Step 3 – 24 months</b>	\$66,713.04	\$5,559.42	\$2,779.71	\$31.9507
10 <b>Step 4 – 36 months</b>	\$69,796.32	\$5,816.36	\$2,908.18	\$33.4274
11 <b>Step 5 – 48 months</b>	\$72,747.60	\$6,062.30	\$3,031.15	\$34.8408
12 <b>Step 6 – 60 months</b>	\$76,551.36	\$6,379.28	\$3,189.64	\$36.6625

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16 **Salary Schedule for Sergeants**

17 **5.0% Increase over 2009 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
18 <b>Start</b>	\$84,946.08	\$7,078.84	\$3,539.42	\$40.6830
19 <b>6 months</b>	\$88,708.56	\$7,392.38	\$3,696.19	\$42.4849
20 <b>18 months</b>	\$92,484.72	\$7,707.06	\$3,853.53	\$44.2934

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24 a) All step increases are based upon satisfactory performance during previous service.

25 b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on

26 the employee Work Performance Review Report.

27 c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on

28 any factor or overall rating, specific facts on which the rating is based must be provided; such facts



1 shall include time, place, and frequency of unacceptable performance.

2 **d)** The employee, if denied a step increase, shall be placed on either monthly or quarterly  
3 evaluations and at such time that the employee's performance becomes "Satisfactory" as defined  
4 supra, the employee shall receive the previously denied step increase the first of the month following  
5 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step  
6 increase will not be affected by the above action.

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity  
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
<b>Longevity %</b>	1	2	3	4	5	6	7	8	9	10

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16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay  
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
<b>Patrol Longevity %</b>	2	3	4	5	6	8	9	10	11	12	14	15	16

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25 NOTE: The above percentage rates are based upon the employee's base rate.

26 **Section 3. Education Incentive:**

27 Employees covered by this Agreement shall receive education incentive payment in  
28 accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the employee's base rate.

**Section 4. Retirement Calculations:**

Retirement calculations are controlled by state law. The contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee's degree by the joint committee established in accordance with the 1977 arbitration award.

**Section 5. Premiums**

Percentage	2010 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.2618	\$0.2934	\$0.3195	\$0.3343	\$0.3484	\$0.3666	\$0.4068	\$0.4248	\$0.4429
2	\$0.5237	\$0.5869	\$0.6390	\$0.6685	\$0.6968	\$0.7333	\$0.8137	\$0.8497	\$0.8859
3	\$0.7855	\$0.8803	\$0.9585	\$1.0028	\$1.0452	\$1.0999	\$1.2205	\$1.2745	\$1.3288
4	\$1.0473	\$1.1737	\$1.2780	\$1.3371	\$1.3936	\$1.4665	\$1.6273	\$1.6994	\$1.7717
5	\$1.3092	\$1.4672	\$1.5975	\$1.6714	\$1.7420	\$1.8331	\$2.0342	\$2.1242	\$2.2147
6	\$1.5710	\$1.7606	\$1.9170	\$2.0056	\$2.0904	\$2.1998	\$2.4410	\$2.5491	\$2.6576
7	\$1.8329	\$2.0540	\$2.2365	\$2.3399	\$2.4389	\$2.5664	\$2.8478	\$2.9739	\$3.1005
8	\$2.0947	\$2.3475	\$2.5561	\$2.6742	\$2.7873	\$2.9330	\$3.2546	\$3.3988	\$3.5435
9	\$2.3565	\$2.6409	\$2.8756	\$3.0085	\$3.1357	\$3.2996	\$3.6615	\$3.8236	\$3.9864
10	\$2.6184	\$2.9343	\$3.1951	\$3.3427	\$3.4841	\$3.6663	\$4.0683	\$4.2485	\$4.4293
11	\$2.8802	\$3.2278	\$3.5146	\$3.6770	\$3.8325	\$4.0329	\$4.4751	\$4.6733	\$4.8723
12	\$3.1420	\$3.5212	\$3.8341	\$4.0113	\$4.1809	\$4.3995	\$4.8820	\$5.0982	\$5.3152
13	\$3.4039	\$3.8146	\$4.1536	\$4.3456	\$4.5293	\$4.7661	\$5.2888	\$5.5230	\$5.7581
14	\$3.6657	\$4.1081	\$4.4731	\$4.6798	\$4.8777	\$5.1328	\$5.6956	\$5.9479	\$6.2011
15	\$3.9275	\$4.4015	\$4.7926	\$5.0141	\$5.2261	\$5.4994	\$6.1025	\$6.3727	\$6.6440
16	\$4.1894	\$4.6949	\$5.1121	\$5.3484	\$5.5745	\$5.8660	\$6.5093	\$6.7976	\$7.0869

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Percentage	2010 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$22.78	\$25.53	\$27.80	\$29.08	\$30.31	\$31.89	\$35.39	\$36.96	\$38.53
2	\$45.56	\$51.06	\$55.59	\$58.16	\$60.62	\$63.80	\$70.79	\$73.92	\$77.07
3	\$68.34	\$76.59	\$83.39	\$87.24	\$90.93	\$95.69	\$106.18	\$110.88	\$115.61
4	\$91.12	\$102.11	\$111.19	\$116.33	\$121.24	\$127.59	\$141.58	\$147.85	\$154.14
5	\$113.90	\$127.65	\$138.98	\$145.41	\$151.55	\$159.48	\$176.98	\$184.81	\$192.68
6	\$136.68	\$153.17	\$166.78	\$174.49	\$181.86	\$191.38	\$212.37	\$221.77	\$231.21
7	\$159.46	\$178.70	\$194.58	\$203.57	\$212.18	\$223.28	\$247.76	\$258.73	\$269.74
8	\$182.24	\$204.23	\$222.38	\$232.66	\$242.50	\$255.17	\$283.15	\$295.70	\$308.28
9	\$205.02	\$229.76	\$250.18	\$261.74	\$272.81	\$287.07	\$318.55	\$332.65	\$346.82
10	\$227.80	\$255.28	\$277.97	\$290.81	\$303.12	\$318.97	\$353.94	\$369.62	\$385.35
11	\$250.58	\$280.82	\$305.77	\$319.90	\$333.43	\$350.86	\$389.33	\$406.58	\$423.89
12	\$273.35	\$306.34	\$333.57	\$348.98	\$363.74	\$382.76	\$424.73	\$443.54	\$462.42
13	\$296.14	\$331.87	\$361.36	\$378.07	\$394.05	\$414.65	\$460.13	\$480.50	\$500.95
14	\$318.92	\$357.40	\$389.16	\$407.14	\$424.36	\$446.55	\$495.52	\$517.47	\$539.50
15	\$341.69	\$382.93	\$416.96	\$436.23	\$454.67	\$478.45	\$530.92	\$554.42	\$578.03
16	\$364.48	\$408.46	\$444.75	\$465.31	\$484.98	\$510.34	\$566.31	\$591.39	\$616.56

Percentage	2010 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$45.56	\$51.06	\$55.60	\$58.16	\$60.62	\$63.78	\$70.78	\$73.92	\$77.06
2	\$91.12	\$102.12	\$111.18	\$116.32	\$121.24	\$127.60	\$141.58	\$147.84	\$154.14
3	\$136.68	\$153.18	\$166.78	\$174.48	\$181.86	\$191.38	\$212.36	\$221.76	\$231.22
4	\$182.24	\$204.22	\$222.38	\$232.66	\$242.48	\$255.18	\$283.16	\$295.70	\$308.28
5	\$227.80	\$255.30	\$277.96	\$290.82	\$303.10	\$318.96	\$353.96	\$369.62	\$385.36
6	\$273.36	\$306.34	\$333.56	\$348.98	\$363.72	\$382.76	\$424.74	\$443.54	\$462.42
7	\$318.92	\$357.40	\$389.16	\$407.14	\$424.36	\$446.56	\$495.52	\$517.46	\$539.48
8	\$364.48	\$408.46	\$444.76	\$465.32	\$485.00	\$510.34	\$566.30	\$591.40	\$616.56
9	\$410.04	\$459.52	\$500.36	\$523.48	\$545.62	\$574.14	\$637.10	\$665.30	\$693.64
10	\$455.60	\$510.56	\$555.94	\$581.62	\$606.24	\$637.94	\$707.88	\$739.24	\$770.70
11	\$501.16	\$561.64	\$611.54	\$639.80	\$666.86	\$701.72	\$778.66	\$813.16	\$847.78
12	\$546.70	\$612.68	\$667.14	\$697.96	\$727.48	\$765.52	\$849.46	\$887.08	\$924.84
13	\$592.28	\$663.74	\$722.72	\$756.14	\$788.10	\$829.30	\$920.26	\$961.00	\$1,001.90
14	\$637.84	\$714.80	\$778.32	\$814.28	\$848.72	\$893.10	\$991.04	\$1,034.94	\$1,079.00
15	\$683.38	\$765.86	\$833.92	\$872.46	\$909.34	\$956.90	\$1,061.84	\$1,108.84	\$1,156.06
16	\$728.96	\$816.92	\$889.50	\$930.62	\$969.96	\$1,020.68	\$1,132.62	\$1,182.78	\$1,233.12

1 **2011 ADDENDUM "A"**

2 **Section 1. Wage Rates:**

3 Effective January 1, 2011, Wage rates shall be in accordance with the following schedules.

4

5 **Salary Schedule for Deputies**

6 **5.0% Increase over 2010 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
7 <b>Step 1 – Start</b>	\$57,185.04	\$4,765.42	\$2,382.71	\$27.4928
8 <b>Step 2 – 12 months</b>	\$64,086.00	\$5,340.50	\$2,670.25	\$30.8106
9 <b>Step 3 – 24 months</b>	\$69,780.24	\$5,815.02	\$2,907.51	\$33.5482
10 <b>Step 4 – 36 months</b>	\$73,005.60	\$6,083.80	\$3,041.90	\$35.0988
11 <b>Step 5 – 48 months</b>	\$76,092.24	\$6,341.02	\$3,170.51	\$36.5828
12 <b>Step 6 – 60 months</b>	\$80,070.96	\$6,672.58	\$3,336.29	\$38.4956

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16 **Salary Schedule for Sergeants**

17 **5.0% Increase over 2010 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
18 <b>Start</b>	\$88,851.84	\$7,404.32	\$3,702.16	\$42.7172
19 <b>6 months</b>	\$92,786.88	\$7,732.24	\$3,866.12	\$44.6091
20 <b>18 months</b>	\$96,736.80	\$8,061.40	\$4,030.70	\$46.5081

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24 a) All step increases are based upon satisfactory performance during previous service.

25 b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on  
26 the employee Work Performance Review Report.

27 c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on  
28 any factor or overall rating, specific facts on which the rating is based must be provided; such facts

1 shall include time, place, and frequency of unacceptable performance.

2       d) The employee, if denied a step increase, shall be placed on either monthly or quarterly  
3 evaluations and at such time that the employee's performance becomes "Satisfactory" as defined  
4 supra, the employee shall receive the previously denied step increase the first of the month following  
5 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step  
6 increase will not be affected by the above action.

7       **Section 2. Longevity Pay:**

8       **Section 2.A. Not Assigned to Patrol**

9       Employees covered by this Agreement that are not assigned to Patrol shall receive longevity  
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

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16       NOTE: The above percentage rates are based upon the employee's base rate.

17       **Section 2.B. Assigned to Patrol**

18       Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay  
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

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25       NOTE: The above percentage rates are based upon the employee's base rate.

26       **Section 3. Education Incentive:**

27       Employees covered by this Agreement shall receive education incentive payment in  
28 accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the employee's base rate.

**Section 4. Retirement Calculations:**

Retirement calculations are controlled by state law. The contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee's degree by the joint committee established in accordance with the 1977 arbitration award.

**Section 5. Premiums**

Percentage	2011 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.2749	\$0.3081	\$0.3355	\$0.3510	\$0.3658	\$0.3850	\$0.4272	\$0.4461	\$0.4651
2	\$0.5499	\$0.6162	\$0.6710	\$0.7020	\$0.7317	\$0.7699	\$0.8543	\$0.8922	\$0.9302
3	\$0.8248	\$0.9243	\$1.0064	\$1.0530	\$1.0975	\$1.1549	\$1.2815	\$1.3383	\$1.3952
4	\$1.0997	\$1.2324	\$1.3419	\$1.4040	\$1.4633	\$1.5398	\$1.7087	\$1.7844	\$1.8603
5	\$1.3746	\$1.5405	\$1.6774	\$1.7549	\$1.8291	\$1.9248	\$2.1359	\$2.2305	\$2.3254
6	\$1.6496	\$1.8486	\$2.0129	\$2.1059	\$2.1950	\$2.3097	\$2.5630	\$2.6765	\$2.7905
7	\$1.9245	\$2.1567	\$2.3484	\$2.4569	\$2.5608	\$2.6947	\$2.9902	\$3.1226	\$3.2556
8	\$2.1994	\$2.4648	\$2.6839	\$2.8079	\$2.9266	\$3.0796	\$3.4174	\$3.5687	\$3.7206
9	\$2.4744	\$2.7730	\$3.0193	\$3.1589	\$3.2925	\$3.4646	\$3.8445	\$4.0148	\$4.1857
10	\$2.7493	\$3.0811	\$3.3548	\$3.5099	\$3.6583	\$3.8496	\$4.2717	\$4.4609	\$4.6508
11	\$3.0242	\$3.3892	\$3.6903	\$3.8609	\$4.0241	\$4.2345	\$4.6989	\$4.9070	\$5.1159
12	\$3.2991	\$3.6973	\$4.0258	\$4.2119	\$4.3899	\$4.6195	\$5.1261	\$5.3531	\$5.5810
13	\$3.5741	\$4.0054	\$4.3613	\$4.5628	\$4.7558	\$5.0044	\$5.5532	\$5.7992	\$6.0461
14	\$3.8490	\$4.3135	\$4.6967	\$4.9138	\$5.1216	\$5.3894	\$5.9804	\$6.2453	\$6.5111
15	\$4.1239	\$4.6216	\$5.0322	\$5.2648	\$5.4874	\$5.7743	\$6.4076	\$6.6914	\$6.9762
16	\$4.3988	\$4.9297	\$5.3677	\$5.6158	\$5.8532	\$6.1593	\$6.8348	\$7.1375	\$7.4413

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Percentage	2011 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$23.82	\$26.70	\$29.08	\$30.42	\$31.70	\$33.37	\$37.02	\$38.66	\$40.31
2	\$47.66	\$53.40	\$58.15	\$60.84	\$63.41	\$66.72	\$74.04	\$77.32	\$80.62
3	\$71.48	\$80.11	\$87.22	\$91.26	\$95.12	\$100.09	\$111.06	\$115.99	\$120.92
4	\$95.31	\$106.81	\$116.30	\$121.68	\$126.82	\$133.45	\$148.09	\$154.65	\$161.23
5	\$119.13	\$133.51	\$145.37	\$152.09	\$158.52	\$166.82	\$185.11	\$193.31	\$201.53
6	\$142.97	\$160.21	\$174.45	\$182.51	\$190.23	\$200.17	\$222.13	\$231.96	\$241.84
7	\$166.79	\$186.91	\$203.53	\$212.93	\$221.94	\$233.54	\$259.15	\$270.63	\$282.15
8	\$190.61	\$213.62	\$232.60	\$243.35	\$253.64	\$266.90	\$296.17	\$309.29	\$322.45
9	\$214.45	\$240.33	\$261.67	\$273.77	\$285.35	\$300.27	\$333.19	\$347.95	\$362.76
10	\$238.27	\$267.03	\$290.75	\$304.19	\$317.05	\$333.63	\$370.21	\$386.61	\$403.07
11	\$262.10	\$293.73	\$319.83	\$334.61	\$348.76	\$366.99	\$407.24	\$425.27	\$443.38
12	\$285.92	\$320.43	\$348.90	\$365.03	\$380.46	\$400.36	\$444.26	\$463.94	\$483.69
13	\$309.76	\$347.13	\$377.98	\$395.44	\$412.17	\$433.71	\$481.28	\$502.60	\$524.00
14	\$333.58	\$373.84	\$407.05	\$425.86	\$443.87	\$467.08	\$518.30	\$541.26	\$564.30
15	\$357.40	\$400.54	\$436.12	\$456.28	\$475.57	\$500.44	\$555.33	\$579.92	\$604.60
16	\$381.23	\$427.24	\$465.20	\$486.70	\$507.28	\$533.81	\$592.35	\$618.58	\$644.91

Percentage	2011 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$47.64	\$53.40	\$58.16	\$60.84	\$63.40	\$66.74	\$74.04	\$77.32	\$80.62
2	\$95.32	\$106.80	\$116.30	\$121.68	\$126.82	\$133.44	\$148.08	\$154.64	\$161.24
3	\$142.96	\$160.22	\$174.44	\$182.52	\$190.24	\$200.18	\$222.12	\$231.98	\$241.84
4	\$190.62	\$213.62	\$232.60	\$243.36	\$253.64	\$266.90	\$296.18	\$309.30	\$322.46
5	\$238.26	\$267.02	\$290.74	\$304.18	\$317.04	\$333.64	\$370.22	\$386.62	\$403.06
6	\$285.94	\$320.42	\$348.90	\$365.02	\$380.46	\$400.34	\$444.26	\$463.92	\$483.68
7	\$333.58	\$373.82	\$407.06	\$425.86	\$443.88	\$467.08	\$518.30	\$541.26	\$564.30
8	\$381.22	\$427.24	\$465.20	\$486.70	\$507.28	\$533.80	\$592.34	\$618.58	\$644.90
9	\$428.90	\$480.66	\$523.34	\$547.54	\$570.70	\$600.54	\$666.38	\$695.90	\$725.52
10	\$476.54	\$534.06	\$581.50	\$608.38	\$634.10	\$667.26	\$740.42	\$773.22	\$806.14
11	\$524.20	\$587.46	\$639.66	\$669.22	\$697.52	\$733.98	\$814.48	\$850.54	\$886.76
12	\$571.84	\$640.86	\$697.80	\$730.06	\$760.92	\$800.72	\$888.52	\$927.88	\$967.38
13	\$619.52	\$694.26	\$755.96	\$790.88	\$824.34	\$867.42	\$962.56	\$1,005.20	\$1,048.00
14	\$667.16	\$747.68	\$814.10	\$851.72	\$887.74	\$934.16	\$1,036.60	\$1,082.52	\$1,128.60
15	\$714.80	\$801.08	\$872.24	\$912.56	\$951.14	\$1,000.88	\$1,110.66	\$1,159.84	\$1,209.20
16	\$762.46	\$854.48	\$930.40	\$973.40	\$1,014.56	\$1,067.62	\$1,184.70	\$1,237.16	\$1,289.82

1 **2012 ADDENDUM "A"**

2 **Section 1. Wage Rates:**

3 Effective January 1, 2012, Wage rates shall be in accordance with the following schedules.

4

5 **Salary Schedule for Deputies**

6 **5.0% Increase over 2011 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
7 <b>Step 1 – Start</b>	\$60,275.04	\$5,022.92	\$2,511.46	\$28.8674
8 <b>Step 2 – 12 months</b>	\$67,549.20	\$5,629.10	\$2,814.55	\$32.3511
9 <b>Step 3 – 24 months</b>	\$73,551.12	\$6,129.26	\$3,064.63	\$35.2256
10 <b>Step 4 – 36 months</b>	\$76,950.48	\$6,412.54	\$3,206.27	\$36.8537
11 <b>Step 5 – 48 months</b>	\$80,204.16	\$6,683.68	\$3,341.84	\$38.4119
12 <b>Step 6 – 60 months</b>	\$84,397.68	\$7,033.14	\$3,516.57	\$40.4204

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16 **Salary Schedule for Sergeants**

17 **5.0% Increase over 2011 rates**

	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>
18 <b>Start</b>	\$93,653.28	\$7,804.44	\$3,902.22	\$44.8531
19 <b>6 months</b>	\$97,801.20	\$8,150.10	\$4,075.05	\$46.8396
20 <b>18 months</b>	\$101,964.24	\$8,497.02	\$4,248.51	\$48.8335

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24 a) All step increases are based upon satisfactory performance during previous service.

25 b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on  
26 the employee Work Performance Review Report.

27 c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on  
28 any factor or overall rating, specific facts on which the rating is based must be provided; such facts



1 shall include time, place, and frequency of unacceptable performance.

2 d) The employee, if denied a step increase, shall be placed on either monthly or quarterly  
3 evaluations and at such time that the employee's performance becomes "Satisfactory" as defined  
4 supra, the employee shall receive the previously denied step increase the first of the month following  
5 attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step  
6 increase will not be affected by the above action.

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity  
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
<b>Longevity %</b>	1	2	3	4	5	6	7	8	9	10

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16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay  
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
<b>Patrol Longevity %</b>	2	3	4	5	6	8	9	10	11	12	14	15	16

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25 NOTE: The above percentage rates are based upon the employee's base rate.

26 **Section 3. Education Incentive:**

27 Employees covered by this Agreement shall receive education incentive payment in  
28 accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the employee's base rate.

**Section 4. Retirement Calculations:**

Retirement calculations are controlled by state law. The contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee's degree by the joint committee established in accordance with the 1977 arbitration award.

**Section 5. Premiums**

Percentage	2012 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.2887	\$0.3235	\$0.3523	\$0.3685	\$0.3841	\$0.4042	\$0.4485	\$0.4684	\$0.4883
2	\$0.5773	\$0.6470	\$0.7045	\$0.7371	\$0.7682	\$0.8084	\$0.8971	\$0.9368	\$0.9767
3	\$0.8660	\$0.9705	\$1.0568	\$1.1056	\$1.1524	\$1.2126	\$1.3456	\$1.4052	\$1.4650
4	\$1.1547	\$1.2940	\$1.4090	\$1.4741	\$1.5365	\$1.6168	\$1.7941	\$1.8736	\$1.9533
5	\$1.4434	\$1.6176	\$1.7613	\$1.8427	\$1.9206	\$2.0210	\$2.2427	\$2.3420	\$2.4417
6	\$1.7320	\$1.9411	\$2.1135	\$2.2112	\$2.3047	\$2.4252	\$2.6912	\$2.8104	\$2.9300
7	\$2.0207	\$2.2646	\$2.4658	\$2.5798	\$2.6888	\$2.8294	\$3.1397	\$3.2788	\$3.4183
8	\$2.3094	\$2.5881	\$2.8180	\$2.9483	\$3.0730	\$3.2336	\$3.5882	\$3.7472	\$3.9067
9	\$2.5981	\$2.9116	\$3.1703	\$3.3168	\$3.4571	\$3.6378	\$4.0368	\$4.2156	\$4.3950
10	\$2.8867	\$3.2351	\$3.5226	\$3.6854	\$3.8412	\$4.0420	\$4.4853	\$4.6840	\$4.8834
11	\$3.1754	\$3.5586	\$3.8748	\$4.0539	\$4.2253	\$4.4462	\$4.9338	\$5.1524	\$5.3717
12	\$3.4641	\$3.8821	\$4.2271	\$4.4224	\$4.6094	\$4.8504	\$5.3824	\$5.6208	\$5.8600
13	\$3.7528	\$4.2056	\$4.5793	\$4.7910	\$4.9935	\$5.2547	\$5.8309	\$6.0891	\$6.3484
14	\$4.0414	\$4.5292	\$4.9316	\$5.1595	\$5.3777	\$5.6589	\$6.2794	\$6.5575	\$6.8367
15	\$4.3301	\$4.8527	\$5.2838	\$5.5281	\$5.7618	\$6.0631	\$6.7280	\$7.0259	\$7.3250
16	\$4.6188	\$5.1762	\$5.6361	\$5.8966	\$6.1459	\$6.4673	\$7.1765	\$7.4943	\$7.8134

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Percentage	2012 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$25.12	\$28.14	\$30.65	\$32.06	\$33.42	\$35.17	\$39.02	\$40.75	\$42.48
2	\$50.23	\$56.29	\$61.29	\$64.13	\$66.83	\$70.33	\$78.05	\$81.50	\$84.97
3	\$75.34	\$84.43	\$91.94	\$96.19	\$100.26	\$105.50	\$117.07	\$122.25	\$127.46
4	\$100.46	\$112.58	\$122.58	\$128.25	\$133.68	\$140.66	\$156.09	\$163.00	\$169.94
5	\$125.58	\$140.73	\$153.23	\$160.31	\$167.09	\$175.83	\$195.11	\$203.75	\$212.43
6	\$150.68	\$168.88	\$183.87	\$192.37	\$200.51	\$210.99	\$234.13	\$244.50	\$254.91
7	\$175.80	\$197.02	\$214.52	\$224.44	\$233.93	\$246.16	\$273.15	\$285.26	\$297.39
8	\$200.92	\$225.16	\$245.17	\$256.50	\$267.35	\$281.32	\$312.17	\$326.01	\$339.88
9	\$226.03	\$253.31	\$275.82	\$288.56	\$300.77	\$316.49	\$351.20	\$366.76	\$382.37
10	\$251.14	\$281.45	\$306.47	\$320.63	\$334.18	\$351.65	\$390.22	\$407.51	\$424.86
11	\$276.26	\$309.60	\$337.11	\$352.69	\$367.60	\$386.82	\$429.24	\$448.26	\$467.34
12	\$301.38	\$337.74	\$367.76	\$384.75	\$401.02	\$421.98	\$468.27	\$489.01	\$509.82
13	\$326.49	\$365.89	\$398.40	\$416.82	\$434.43	\$457.16	\$507.29	\$529.75	\$552.31
14	\$351.60	\$394.04	\$429.05	\$448.88	\$467.86	\$492.32	\$546.31	\$570.50	\$594.79
15	\$376.72	\$422.18	\$459.69	\$480.94	\$501.28	\$527.49	\$585.34	\$611.25	\$637.28
16	\$401.84	\$450.33	\$490.34	\$513.00	\$534.69	\$562.66	\$624.36	\$652.00	\$679.77

Percentage	2012 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$50.24	\$56.28	\$61.30	\$64.12	\$66.84	\$70.34	\$78.04	\$81.50	\$84.96
2	\$100.46	\$112.58	\$122.58	\$128.26	\$133.66	\$140.66	\$156.10	\$163.00	\$169.94
3	\$150.68	\$168.86	\$183.88	\$192.38	\$200.52	\$211.00	\$234.14	\$244.50	\$254.92
4	\$200.92	\$225.16	\$245.16	\$256.50	\$267.36	\$281.32	\$312.18	\$326.00	\$339.88
5	\$251.16	\$281.46	\$306.46	\$320.62	\$334.18	\$351.66	\$390.22	\$407.50	\$424.86
6	\$301.36	\$337.76	\$367.74	\$384.74	\$401.02	\$421.98	\$468.26	\$489.00	\$509.82
7	\$351.60	\$394.04	\$429.04	\$448.88	\$467.86	\$492.32	\$546.30	\$570.52	\$594.78
8	\$401.84	\$450.32	\$490.34	\$513.00	\$534.70	\$562.64	\$624.34	\$652.02	\$679.76
9	\$452.06	\$506.62	\$551.64	\$577.12	\$601.54	\$632.98	\$702.40	\$733.52	\$764.74
10	\$502.28	\$562.90	\$612.94	\$641.26	\$668.36	\$703.30	\$780.44	\$815.02	\$849.72
11	\$552.52	\$619.20	\$674.22	\$705.38	\$735.20	\$773.64	\$858.48	\$896.52	\$934.68
12	\$602.76	\$675.48	\$735.52	\$769.50	\$802.04	\$843.96	\$936.54	\$978.02	\$1,019.64
13	\$652.98	\$731.78	\$796.80	\$833.64	\$868.86	\$914.32	\$1,014.58	\$1,059.50	\$1,104.62
14	\$703.20	\$788.08	\$858.10	\$897.76	\$935.72	\$984.64	\$1,092.62	\$1,141.00	\$1,189.58
15	\$753.44	\$844.36	\$919.38	\$961.88	\$1,002.56	\$1,054.98	\$1,170.68	\$1,222.50	\$1,274.56
16	\$803.68	\$900.66	\$980.68	\$1,026.00	\$1,069.38	\$1,125.32	\$1,248.72	\$1,304.00	\$1,359.54

**ADDENDUM B**  
**King County Police Officers Guild – King County Sheriff's Office**

**King County**  
**Deputy Sheriff's Plan**

Plan Feature	Deputy Sheriff's Plan		Group Health Plan	
	Gold	Silver	Gold	Silver
Deductible	\$50 Single \$150 Family	\$200 Single \$600 Family	None	None
Out-of-Pocket Maximum	\$375 Single \$1,125 Family	\$800 Single \$1,600 Family	\$1,000 Single \$2,000 Family	\$1,500 Single \$3,000 Family
Lifetime Maximum	\$2,000,000	\$2,000,000	Unlimited	Unlimited
Inpatient Hospital	90%	80%	100%	100%
Physician Office Visit	90%	80%	\$7 copay then 100%	\$20 copay then 100%
Emergency Room	\$25 copay then 90%	\$50 copay then 80%	\$75 copay then 100%	\$100 copay then 100%
Other Services	90%	80%	80% - 100%	80% - 100%
Retail Prescription Drugs				
- Generic	\$7 copay	\$10 copay	\$5	\$10
- Preferred Brand	\$12 copay	\$15 copay	\$5	\$15
- Non-preferred Brand	\$25 copay	\$25 copay	Not Covered	Not Covered
Mail Order Prescription Drugs	2x Retail Copays	2x Retail Copays	2x Retail Copays	2x Retail Copays
Vision Plans through VSP	Frames \$130 every 2 yrs Lens every yr 100%	Frames \$130 every 2 yrs Lens every yr 100%	Frames \$130 every 2 yrs Lens every yr 100%	Frames \$130 every 2 yrs Lens every yr 100%
Transplants	Contacts \$105 No Lifetime Max 12 month waiting period	Contacts \$105 No Lifetime Max 12 month waiting period	Contacts \$105 No Lifetime Max 12 month waiting period	Contacts \$105 No Lifetime Max 12 month waiting period

## **Deputy Sheriff Retiree Benefit Option - Summary\***

- **LEOFF 1** (and LEOFF 1 Disability Retirement) receive county-paid medical/vision coverage for themselves for life, have the option to self-pay to continue dental coverage under COBRA (up to 18 months), and their covered family members have the option to self-pay to continue medical/vision and dental coverage under COBRA (up to 18 months) or to self-pay to continue medical/vision (but not dental) coverage for covered family members as long as eligibility requirements are met.
- **LEOFF 2** (and LEOFF 2 Disability Retirement) have the option to self-pay to continue medical/vision and dental coverage for themselves and covered family members under COBRA (up to 18 months) or to self-pay to continue medical/vision (but not dental) coverage for themselves and covered family members as long as eligibility requirements are met.

### **Eligibility**

Deputy sheriffs qualify for retiree benefits if they:

- Have worked for King County for at least five consecutive years before they retire;
- Formally retire (service or disability);
- Are enrolled for County medical/vision coverage on their last day of employment with the County;
- Are not eligible for Medicare, and
- Are not covered under another group health plan.

Family members covered when deputy sheriffs retire qualify for coverage under retiree benefits as long as they meet the same eligibility requirements in effect when the retiree was an active employee.

### **When County-Paid Coverage Ends**

If deputy sheriffs and their family members have medical/vision and dental coverage when the deputy sheriff retires, coverage continues through the end of the month they leave.

### **Retiree Benefits Versus COBRA**

Retiree benefits are an alternative to COBRA. If retirees elect retiree benefits they waive their COBRA rights. They need to consider these differences in choosing between retiree and COBRA benefits:

- Retirees may continue retiree benefits until they become eligible for Medicare. They may continue COBRA benefits, in most cases, for a maximum of 18 months (29 months if you leave employment due to a disability as defined by Social Security Act guidelines).
- Retiree benefits do not include the option to continue dental coverage. COBRA does.
- If retirees move from their coverage area, retiree benefits do not let them change medical/vision plans until the next regular open enrollment. Under COBRA they may change medical/vision plans when they move if there is another King County plan providing coverage in their new location.

### **Notification**

Retirees will be contacted regarding their retiree and COBRA benefit options. They have 60 days from when their county-paid coverage ends or the county, or their plan administrator, notifies them (whichever is later) to make their elections. If they choose to continue medical/vision benefits, there is no lapse in coverage – self paid benefits begin when county-paid benefits end, even if retroactive processing is required to make it so.

### **Options**

When retirees elect retiree benefits, they may continue the medical/vision benefits they have when they leave, but may not continue dental – dental coverage is not available under retiree benefits.

They may continue covering the same family members they cover when they leave or they may drop any from coverage at any time.

### **Monthly Rates**

Monthly rates for retiree benefits are based on what King County pays to provide the same coverage to active employees. They are subject to periodic adjustment.

**\*This summary is not a complete list of facts relating to this benefit. For further information on this benefit, please see King County's website , <http://www.metrokc.gov/finance/benefits/> or contact King County Benefits & Well-Being Phone 206-684-1556 or 1-800-325-6165 ext. 41556 or 711 (TTY)**

**Memorandum of Agreement**  
**By And Between**  
**King County**  
**And The**  
**King County Police Officers Guild**  
**Regarding**  
**Assignment of Patrol Overtime**

**Introduction:**

The parties, King County Police Officers Guild (KCPOG) represented by Steve Eggert and King County represented by Deborah Bellam, have discussed in depth over the course of several months the issue of hours of work and the assignment of overtime hours to patrol deputies, and have agreed that a modification of the process used to assign overtime hours is appropriate.

The following Agreement meets the interests of the KCPOG in that it results in a more equal distribution of available overtime hours. This Agreement meets the interests of the King County Sheriff's Office (KCSO) in that it will most likely result in a reduction of overtime hours worked for some employees. It is anticipated that the KCSO will periodically review the impact of this Agreement to assess whether its needs continue to be met by this new process. The Agreement meets the mutual interests of both parties in that it reinforces the goal of covering overtime with voluntary sign ups rather than mandatory assignments as much as possible.

**Agreement:**

1. King County Sheriff's Office deputies and sergeants who wish to be considered for voluntary overtime assignments must give their names and email addresses (either KCSO and/or home) to their sergeants and request to be placed on the overtime sign up list.
2. Notice of patrol overtime opportunities will be given by the sergeants to the interested deputies and sergeants on this list via email. Interested deputies and sergeants will notify the requesting supervisor of their availability. The requesting supervisor will then let the deputy or sergeant know if s/he has been assigned to work the overtime.
3. Deputies who wish to be considered for voluntary overtime must provide sergeants with the number of hours of overtime worked in the preceding seven days at the time they make the request for a specific overtime assignment. Deputies will also provide to sergeants any other information requested by sergeants that is relevant to the assignment of overtime process.
4. Notices for overtime will be posted in four (4) hour blocks of overtime (ten (10) hour shifts shall be posted in five (5) hour blocks of time). Deputies and sergeants shall respond by contacting the requesting sergeant in a manner to be established by the KCSO, and notifying that sergeant of their desire to work the overtime in question. Deputies and sergeants will only be allowed to sign up for four (4) hours (or five (5) hours for a ten (10) hour shift) of overtime at any given time, and they will be given the following preferences, unless there are no suitable volunteers for the four (4) and five (5) hour blocks of time, in which case eight (8) and ten (10)

hour blocks may be offered:

**A.** Contract city deputies shall have preference for overtime work in contract cities. If no contract city deputy signs up for the available work, other deputies are eligible to do so.

**B.** Unincorporated deputies shall have preference for overtime work in unincorporated areas. If no unincorporated deputy signs up for the available work, other deputies are eligible to do so.

**C.** Deputies shall have preference for deputy overtime over sergeants. If no deputy signs up for available overtime, it may be filled by a sergeant.

**D.** Reasonable effort will be made to fill overtime assignments with deputies from the originating worksite. If no deputy signs up from the originating worksite it can be opened up to other worksites.

**E.** If two or more eligible employees volunteer for the same hours of overtime, preference will be given in the following order:

- 1) the deputy (or sergeant) who has not worked overtime in the preceding seven (7) days;
- 2) the deputy (or sergeant) who has worked the fewer hours of overtime in the preceding 24 hours;
- 3) the deputy (or sergeant) who has worked the fewer hours in the preceding 7 days; and as a tie breaker;
- 4) the deputy whose request was received first.

One of the goals of the sergeant will be the equal distribution of overtime among those deputies who have signed up for voluntary overtime hours.

Concerns over the application (or implementation) of this Memorandum of Agreement shall be brought to the parties' attention via labor and management meetings. The parties realize that this is not a science and grievances will not be filed when the KCSO has made a good faith effort to distribute overtime in the manner outlined in this Memorandum of Agreement.

The specific procedure for notifying deputies of overtime opportunities and the procedure for assignment of such overtime will be established in writing by the KCSO, consistent with the agreement between the KCSO and the KCPOG. This procedure may involve an electronic sign up system.

**5.** Deputies may only sign up for themselves. They may not sign up on another deputy's behalf.

**6.** Deputies who are not able to fulfill their responsibility by working the shift they signed up to work are required to notify their sergeant or the on duty sergeant as soon as

reasonably possible, and the sergeant will then fill that vacancy consistent with this Agreement.

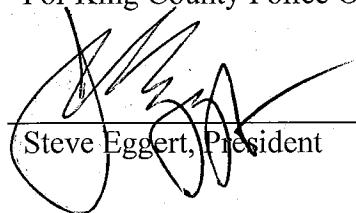
7. Nothing in this Agreement precludes a supervisor from deviating from the procedure outlined in this Agreement, when short notice of an overtime need or the lack of suitable volunteers necessitates a deviation.

8. GOM 2.09.025 will be modified consistent with this Agreement.

9. The implementation of the Telestaff computer program will change the administrative process involved in the notification/assignment process, but the program will incorporate the distribution of overtime rules set forth in this Memorandum of Agreement.


This agreement is effective from January 1, 2008 through December 31, 2012, provided that the KCSO will need time to notify supervisors of this Agreement and implement this Agreement.

For King County Police Officers Guild:

  
\_\_\_\_\_  
Steve Eggert, President

10/30/2008  
\_\_\_\_\_  
Date


For King County:

  
\_\_\_\_\_  
Deborah Bellam, Esq.  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

10/30/08  
\_\_\_\_\_  
Date

I concur:

For King County Sheriff's Office:

  
\_\_\_\_\_  
Sue Rahr, King County Sheriff

10/30/08  
\_\_\_\_\_  
Date



**Memorandum of Agreement  
By and Between  
King County  
and the  
King County Police Officers Guild  
Regarding  
Assistant Training Officer at Aircraft Rescue Fire Fighting (ARFF) Unit**

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**Introduction:**

The parties, the King County Police Officers Guild (KCPOG) represented by Steve Eggert, and King County represented by Deborah Bellam, have discussed the need for an Assistant Training Officer in the Aircraft Rescue Fire Fighting (ARFF) Unit of the King County Sheriff's Office (KCSO), and agree to the following.

**Agreement:**

The specialized training needs of the King County Sheriff's Office (KCSO) deputies in ARFF justify the assignment of a Master Police Officer (MPO) to perform the duties of an Assistant Training Officer in the Unit. Specific duties will be assigned by the KCSO.

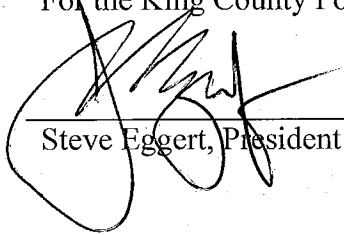
The deputy assigned to this MPO position in ARFF will be compensated as an MPO consistent with Article 7 of the 2008-2012 collective bargaining agreement, and will be covered by existing KCSO rules pertaining to MPOs.

The ARFF MPO assignment is a temporary assignment. The parties understand that the above-referenced premium will be funded by the King County Airport. If the King County Airport is unable or unwilling to continue funding this premium during the duration of the current collective bargaining agreement (2008 to 2012), the parties will meet to discuss the effects of that loss of funding. The parties understand that the KCSO may or may not be able to continue with this MPO assignment with attached premium, if this funding source is no longer available.

This Memorandum of Agreement is the full and final agreement – along with the applicable collective bargaining agreement and KCSO rules pertaining to MPOs - on the subject of the KCSO ARFF Unit MPO.

This Memorandum of Agreement is effective from January 1, 2008, through December 31, 2012.

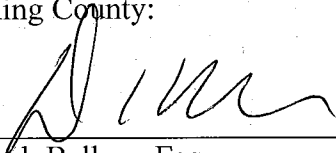
For the King County Police Officers Guild:



Steve Eggert, President

10/30/2008  
Date

For King County:



Deborah Bellam, Esq.  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

10/30/08  
Date

I concur:

For King County Sheriff's Office:



Sue Rahr, King County Sheriff

10/30/08  
Date

**MEMORANDUM OF UNDERSTANDING**

**By and Between**

**King County**

**And**

**King County Police Officers Guild**

**King County Sheriff's Office**

**SUBJECT: Reorganization of the Hazardous Materials Support Team in the Hazardous Devices and Materials Team**

WHEREAS, the parties - King County (represented by Lance King), and the King County Police Officer's Guild (represented by Steve Eggert), have bargained and reached agreement on reorganization of the Hazardous Materials Support Team within the Hazardous Devices and Materials Team ("HDMT") Unit;

THEREFORE, the parties agree as follows:

1. In addition to the full time members of the Hazardous Devices and Materials Team, there will be a Hazardous Materials Support Team, within HDMT, that shall consist of eight (8) deputies and one (1) Hazardous Materials Support Team Ancillary Sergeant who are responsible for responding to hazardous materials incidents in addition to their duties in their primary units. Additionally, there will be one (1) sergeant who is the full time primary HDMT Hazardous Devices and Materials Team Sergeant. The Hazardous Materials Support Team Ancillary Sergeant will function as back up to the HDMT Hazardous Devices and Materials Team Sergeant, and when the HDMT Hazardous Devices and Materials Team Sergeant is in charge and supervising the team, the Hazardous Materials Support Team Ancillary Sergeant will perform the duties of a Hazardous Materials Support Team member. When the HDMT Hazardous Devices and Materials Team Sergeant is not available to perform sergeant duties, the Hazardous Materials Support Team Ancillary Sergeant will perform such duties.

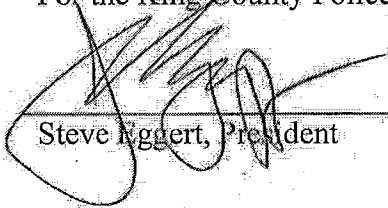
2. Assignment to the Hazardous Materials Support Team in HDMT shall be voluntary and assignment shall be made by the Sheriff or his/her designee. Initial assignments will be made from the current list of employees, assigned to the Clandestine Drug Lab Team, based upon seniority, their prior willingness to make themselves available to respond to call outs and to maintain their training, and their performance on the Clandestine Drug Lab Team, as well as their current willingness to accept the criteria listed in this section for retention on this team. Thereafter, selection for this team and retention on this team will be based on the following: 1) members being reasonably available, both on and off duty, to respond to calls by King County related to hazardous devices and hazardous materials incidents threatening the public safety in King County; 2) members meeting certification standards, annual training requirements, and annual medical certification requirements (it is the employee's responsibility to meet certification standards and annual training requirements, both past and current, as well as annual medical certification requirements); and 3) members ability to competently and safely perform duties required by the assignment to the Hazardous Materials Support Team.

3. Employees assigned to the Hazardous Devices and Materials Team and the Hazardous Materials Support Team shall receive a premium of ten percent (10%) on their base wage.

4. All employees assigned to the Hazardous Materials Support Team in HDMT shall be responsible for the collection of evidence, and the testing, handling and clean up of hazardous materials. Written rules and procedures will be provided to employees regarding their duties and responsibilities in the assignment. The work of the Hazardous Devices and Materials Team and the Hazardous Materials Support Team is to be distinguished from the work of the King County Sheriff's Office Bomb Disposal Unit.

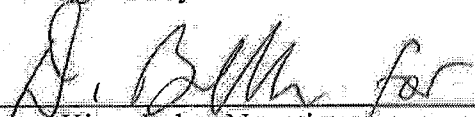

5. This Agreement is effective as of the date of the last signature below.

For the King County Police Officers Guild:

  
Steve Eggert, President

9/16/08  
Date

For King County:

  
Lance King, Labor Negotiator  
King County  


9/17/08  
Date

I concur:

For King County Sheriff's Office:

  
Sue Rahr, Sheriff *Foe Sheriff Rahr*

9/17/08  
Date

**Memorandum of Understanding**  
**By and Between**  
**King County**  
**and the**  
**King County Police Officers Guild**  
**Regarding**  
**Alternative Work Schedules in the King County Sheriff's Office**  
**Special Operations Division**  
**Forest Service Unit**

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King County, represented by Deborah Bellam, and King County Police Officers Guild (KCPOG) represented by Steve Eggert, have discussed the issue of trial alternative work schedules at the King County Sheriff's Office (KCSO) as it relates to the Forest Service Contract. The collective bargaining agreement between the parties allows the parties to agree to alternative work schedules. With that in mind, the parties agree to the following.

**Facts**

The Washington State Forest Service has for many years contracted with the KCSO for law enforcement services on Forest Service land. The service contracts normally cover the period from May 1 through October 15 of each year. The parties have agreed that the deputies assigned to provide this service directly to the Forest Service shall be allowed to work a 4/10 (four/ten) work schedule, on an experimental basis, under the terms outlined below.

**Agreement**

1. This change in schedule is approved, effective from the first day of the pay period following the last signature on this Memorandum of Understanding through December 31, 2009.
2. Personnel assigned to work a 4/10 schedule shall work four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off, for a forty (40) hour week on an annualized basis. The KCSO shall notify employees of their precise work schedules and furlough days while on the 4/10 schedule.

3. Employees working the 4/10 schedule shall observe the same paid holidays as described in Article 3, Section 1 of the applicable collective bargaining agreement. Employees shall not receive the two (2) personal holidays as described in subsection (a) of the same Article and Section. Employees transferred to or from this scheduling during the course of the year shall receive the personal holidays pro-rated.

4. Employees working the traditional 4/10 schedule, that are not normally scheduled to work holidays, with Thursday, Friday and Saturday as days off shall observe the Wednesday before as a paid holiday when the holiday is on a Thursday or Friday, and shall observe the Sunday after as a paid holiday when the holiday is on a Saturday. Work performed on the day of observance shall be at one and one-half times the regular rate of pay in addition to the holiday pay.

5. Employees working the traditional 4/10 schedule, that are not normally scheduled to work on holidays, with Sunday, Monday and Tuesday as days off shall observe the Saturday before as a paid holiday when the holiday is on a Sunday, and shall observe the Wednesday after as a paid holiday when the holiday is on a Monday or Tuesday. Work performed on the day of observance shall be at one and one-half times the regular rate of pay in addition to the holiday pay.

6. Employees working the non-traditional 4/10 schedule, that normally work on holidays, shall take their holidays on the specified dates indicated in Article 3, Section 1. Work performed on the specified holiday shall be at one and one-half times the regular rate of pay in addition to the holiday pay; provided further that, if a holiday falls on a furlough day, the employee will receive ten (10) hours of pay at the straight time rate in addition to the employee's regular salary.

7. Employees working a 4/10 schedule shall be paid at the rate of one and one-half times the regular rate of pay for all hours worked in excess of ten (10) hours in one day, inclusive of the lunch period, or forty (40) hours in one week.

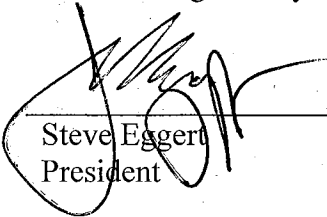
8. Vacation and sick leave shall be used on an hour for hour basis. Example: Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will be subtracted from her/his vacation bank.

9. The KCSO may cancel the 4/10 schedule with thirty (30) calendar days written notice to the affected employees. If the four/ten (4/10) schedule is canceled, the employee will revert to their prior schedule.

10. The KCSO will notify the employees affected by this change of its expectations related to this change in schedule.

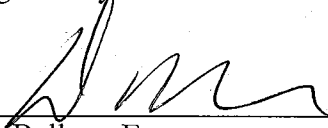
11. This agreement, along with the pertinent collective bargaining agreement, constitutes the full and complete agreement on the issue of an alternative 4/10 schedule in the Forest Service Unit in the Special Operations Division of the KCSO.

For the King County Police Officers Guild:

  
\_\_\_\_\_  
Steve Eggert  
President

10/30/2008  
Date

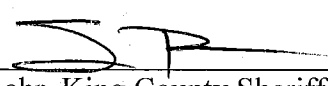
For King County:

  
\_\_\_\_\_  
Deborah Bellam, Esq.  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

10/30/08  
Date

I concur:

For King County Sheriff's Office:

  
\_\_\_\_\_  
Sue Rahr, King County Sheriff

10/30/08  
Date

**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY**  
**AND THE**  
**KING COUNTY POLICE OFFICERS GUILD**  
**REGARDING KING COUNTY SHERIFF'S OFFICE**  
**AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS**

The parties, King County and the King County Police Officers Guild, agree as follows:

1. **KCPOG Contract Coverage.** Airport Deputies (former ARFF Officers) who shall become fully commissioned Deputy Sheriffs and shall be covered by all provisions of the collective bargaining agreement between King County and the King County Police Officers Guild dated January 1, 2008 through December 31, 2012 (the "Guild Contract") except those that specifically apply to LEOFF I Officers.
2. **Seniority Calculation For Layoffs.**
  - a. Airport Deputies (former ARFF Officers), bargaining unit seniority under Article 17 shall start to accrue upon their transfer to status of fully commissioned.
  - b. Airport Deputies (former ARFF Officers) assigned to the airport shall not be eligible to bump into a position outside the airport unless they have successfully completed Phase III of the Field Training Program.
  - c. Airport Deputies shall be eligible for Airport Seniority. Airport Seniority shall include all time spent as a limited commissioned ARFF Officer combined with all seniority earned as a member of the KCPOG bargaining unit. An Airport Deputy cannot be bumped from a position at the airport unless by an Airport Deputy with more Airport Seniority.
  - d. An Airport Deputy may use his/her Airport Seniority to bump into positions at the airport. For instance, if an Airport Deputy with 5 years as an ARFF officer stayed at the airport for 1 year after being fully commissioned and then moved to Precinct 2 for 1 year, the Airport Deputy would have 2 years of seniority for positions outside the airport and 7 years of Airport Seniority.
3. **Car Per Officer.** Airport Deputies (former ARFF Officers), working at the airport, shall not be eligible for the Car Per Officer program and shall not be assigned a car. However, if a



newly transitioned fully commissioned Deputy successfully completes Phase III of the Field Training Officer (FTO) training program, said employee shall be eligible for a car. Newly transitioned Fully Commissioned Deputies shall be given reasonable opportunity to go through Phase III FTO training. Deputies who transfer to the ARFF Unit and who have an assigned CPO vehicle shall continue to be entitled to a CPO vehicle. The Airport's patrol vehicle fleet will continue to operate and be maintained to support the remaining ARFF officers and those fully commissioned LEOFF II Officers that do not have assigned vehicles.

**4. Deputy Transfers To Work Sites Outside The Airport.** Should an Airport Deputy (former ARFF Officer) request to transfer from the airport, a request to transfer must be made to the Captain (Airport Police/ARFF Chief). Such transfer opportunities will be approved based on seniority and FTO training officer availability. In order to qualify and be eligible for patrol duty transfer, the Deputy must first complete Phase II of the FTO program and complete, at the discretion of the Sheriff or his designee, a period of evaluation under the Phase III FTO program, where the officer will be evaluated by an assigned FTO MPO. During this review period, the Department will assess and determine whether the Deputy is eligible for transfer. Deputies determined to be unqualified for transfer will remain at the airport. Such qualification determination shall not be grievable under the Guild Contract.

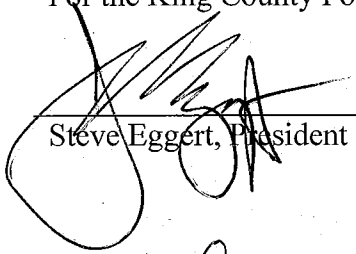
**5. Deputy Transfers To The Airport.** Prior to assignment at the airport, a Deputy must:

- (1) Complete an application for transfer form P-113.
- (2) Have completed probation.
- (3) Pass a physical standards test designed to test the applicant's abilities to perform the essential functions of the job of Deputy assigned to work at the airport.
- (4) Candidates will be required to pass a test to ensure they can use SCBA and fire-rescue equipment. Candidates will also be required to pass a test to insure they can meet current State standards and perform the duties that will make a candidate suitable for assignment to the airport.
- (5) Participate in an interview process.
- (6) Successfully complete an Airport training program (approx. 4 to 6 months).
- (7) Commit to spending two (2) years in the airport assignment.
- (8) In the event an employee is involuntarily assigned to the Airport, the commitment of the involuntarily assigned employee shall be one (1) year.

6. **Longevity.** Airport Deputies will retain their seniority for the purposes of calculating Longevity under the Guild Collective Bargaining Agreement.

This Agreement shall be effective January 1, 2008 through December 31, 2012.

For the King County Police Officers Guild:

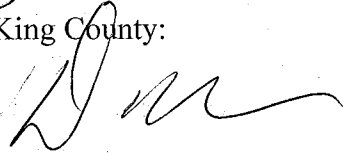


Steve Eggert, President

10/30/2008

Date

For King County:



Deborah Bellam, Esq.  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

10/30/08

Date

I concur:

For King County Sheriff's Office:



Sue Rahr, King County Sheriff

10/30/08

Date

**Memorandum of Understanding**  
**By and Between**  
**King County**  
**and the**  
**King County Police Officers Guild**  
**Regarding**  
**Alternative Work Schedules in the King County Sheriff's Office**  
**4/10 SCHEDULES**

---

King County, represented by Deborah Bellam, and King County Police Officers Guild, (KCPOG) represented by Steve Eggert, have discussed the issue of trial alternative work schedules at the King County Sheriff's Office (KCSO) and a 4/10 option for KCSO employees. The collective bargaining agreement between the parties allows the parties to agree to alternative work schedules. With that in mind, the parties agree to the following.

**Agreement**

The KCSO and KCPOG may place an employee or group of employees on a 4/10 work schedule (working 4, 10 hour days) for some period of time not to exceed the duration of the current collective bargaining agreement (cba), 12/31/12, when the KCSO and KCPOG agree that it is mutually beneficial and operationally prudent to do so, as long as each of the following conditions are met:

1. Any such schedule change will be effective on a date determined in writing by KCSO for the duration determined in writing by KCSO not to exceed the duration of the current cba expiring 12/31/12.
2. Personnel assigned to work a 4/10 schedule shall work four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off, for a forty (40) hour week on an annualized basis. The KCSO shall notify employees of their precise work schedules and furlough days while on the 4/10 schedule.

3. Employees working the 4/10 schedule shall observe the same paid holidays as described in Article 3, Section 1 of the applicable collective bargaining agreement. Employees shall not receive the two (2) personal holidays as described in subsection (a) of the same Article and Section. Employees transferred to or from this scheduling during the course of the year shall receive the personal holidays pro-rated.

4. Employees working the traditional 4/10 schedule, that are not normally scheduled to work holidays, with Thursday, Friday and Saturday as days off shall observe the Wednesday before as a paid holiday when the holiday is on a Thursday or Friday, and shall observe the Sunday after as a paid holiday when the holiday is on a Saturday. Work performed on the day of observance shall be at one and one-half times the regular rate of pay in addition to the holiday pay.

5. Employees working the traditional 4/10 schedule, that are not normally scheduled to work on holidays, with Sunday, Monday and Tuesday as days off shall observe the Saturday before as a paid holiday when the holiday is on a Sunday, and shall observe the Wednesday after as a paid holiday when the holiday is on a Monday or Tuesday. Work performed on the day of observance shall be at one and one-half times the regular rate of pay in addition to the holiday pay.

6. Employees working the non-traditional 4/10 schedule, that normally work on holidays, shall take their holidays on the specified dates indicated in Article 3, Section 1. Work performed on the specified holiday shall be at one and one-half times the regular rate of pay in addition to the holiday pay; provided further that, if a holiday falls on a furlough day, the employee will receive ten (10) hours of pay at the straight time rate in addition to the employee's regular salary.

7. Employees working a 4/10 schedule shall be paid at the rate of one and one-half times the regular rate of pay for all hours worked in excess of ten (10) hours in one day, inclusive of the lunch period, or forty (40) hours in one week.

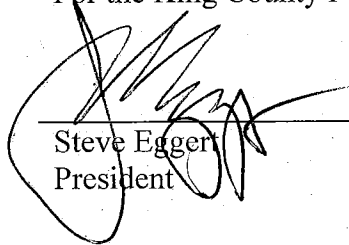
8. Vacation and sick leave shall be used on an hour for hour basis. Example: Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will be subtracted from her/his vacation bank.

9. The KCSO may cancel the 4/10 schedule with thirty (30) calendar days written notice to the affected employees. If the four/ten (4/10) schedule is canceled, the employee will revert to their prior schedule.

10. The KCSO will notify the employees affected by this change of its expectations related to this change in schedule.

11. This agreement, along with the pertinent collective bargaining agreement, constitutes the full and complete agreement on the issue of allowing the KCSO and KCPOG the discretion to place KCSO employees on an alternative 4/10 schedule, except that an MOU is currently in place that covers Forest Service Employees in the Special Operations Division and this MOU does not replace or change the terms of that Agreement.

For the King County Police Officers Guild:



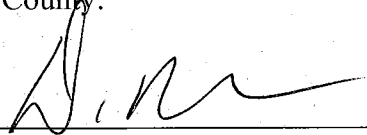
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Steve Egger  
President

10/30/2008

Date

For King County:



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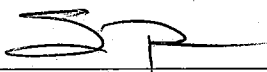
Deborah Bellam, Esq.  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

10/30/08

Date

I concur:

For King County Sheriff's Office:



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Sue Rahr, King County Sheriff

10/30/08

Date

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND THE  
KING COUNTY POLICE OFFICERS GUILD  
REGARDING  
STAFFING OF VASHON ISLAND DISTRICT**

---

The parties, King County Police Officers Guild (KCPOG) represented by Steve Eggert, and King County, represented by Deborah Bellam, agreed to discuss and bargain issues relating to the hours of work of King County Sheriff's Office (KCSO) deputies assigned to Vashon Island.

**FACTS:**

Ferry schedules may not always line up with beginning times and ending times of KCSO work shifts. Arrival time to Vashon may be a few minutes before or a few minutes after the assigned start time. The departing ferry may be quite some time after the ending of a shift. Additionally, the ferry schedules change regularly. The parties wish to clarify their obligations and arrive at an agreement that assures that the responsibilities of the KCSO with respect to police coverage will be met, and at the same time fairly compensate deputies assigned to Vashon Island.

**AGREEMENT:**

1. The parties recognize that the time spent on a ferry commuting to or from an employee's assigned district or work site, as well as time spent waiting for a ferry to or from work, is not "work" time for FLSA purposes. The parties also recognize that many deputies, in order to report to his/her district on Vashon Island on time, will have to take a ferry that will arrive at Vashon prior to the start time of his/her shift. Likewise, a deputy leaving Vashon will sometimes have to wait a significant period of time to board the ferry for the return trip after the end of his/her shift.

2. The parties acknowledge that the KCSO standard staffing level for Vashon is two (2) deputies in the district on each shift. The parties also recognize that it is KCSO policy to have at least one (1) deputy physically present on the Island at all times to respond to calls. During shift change, the sergeant may allow one deputy to leave the island when his/her shift is over. In those cases, there may be only one deputy physically present on the island while his/her replacements are on the ferry traveling to the island. This does not change the KCSO policy regarding a minimum of two deputies per shift on Vashon.

3. While the parties acknowledge that there is no legal requirement to pay for the time deputies spend waiting to board the ferry after the conclusion of their shift, or for the time spent before their shift begins when they arrive on Vashon early, the parties have a mutual interest in fairly compensating employees for the inconvenience of this particular assignment and in providing adequate coverage for this district. The parties also have a joint interest in minimizing overtime costs to the Sheriff's Office.

4. The parties agree that the Sheriff's Office, through its shift sergeants, are charged with the responsibility of managing the shift changes described above in the most efficient and fair manner possible. This means that any overtime expenses will be kept to a minimum.

5. King County agrees to pay overtime for time worked during shift changes to deputies who are assigned to Vashon Island under the following circumstances:

A. Due to the ferry schedule and the employee's assigned start time, it is necessary for the deputy to arrive on Vashon more than ten (10) minutes prior to the beginning of his/her shift.

B. Due to the ferry schedule and the employee's assigned shift ending time, it is necessary for the deputy to remain on the island for more than ten (10) minutes after the ending time of his/her shift.

C. Only one arriving deputy and one departing deputy per shift change will be paid the above referenced overtime. It is the responsibility of the shift sergeant to manage the shift changes in the most efficient manner so the payment of overtime is both kept to a minimum and is fair.

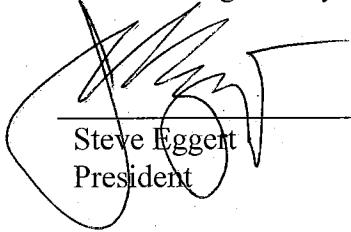
D. The deputies who are paid overtime because they are arriving early to the Vashon District or because they are staying late in the Vashon District are considered on "work" time and are required to perform their normal work related duties during this time. The deputies who are not paid overtime for their early arrival or their late departure are not considered on "work" time and are not required to perform their normal duties during this time. The latter are free to use this time for their personal business, consistent with KCSO rules.

6. This agreement is effective from the date of the last signature below through December 31, 2012.

7. This agreement, along with the applicable collective bargaining agreement, is the full and final agreement on the subject of hours of work and pay for deputy assignments on Vashon Island.

8. This agreement sets no precedent with respect to the payment of overtime by King County, or with respect to work schedules in any other district. This Memorandum of Agreement is effective from January 1, 2008, through December 31, 2012.

For the King County Police Officers Guild:

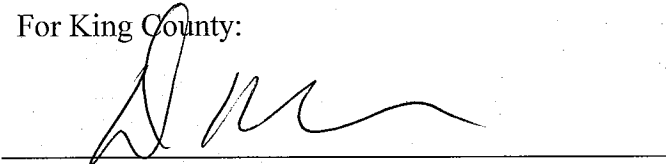


---

Steve Eggert  
President

10/30/2008  
Date

For King County:



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Deborah Bellam, Esq.  
Labor Negotiator  
Human Resources Division  
Department of Executive Services

10/30/08  
Date

I concur:

For King County Sheriff's Office:



---

Sue Rahr, King County Sheriff

10/30/08  
Date



**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND THE  
KING COUNTY POLICE OFFICERS GUILD  
REGARDING  
PAYMENT PRACTICES AND  
PAYROLL COMPLAINT PROCESS FOR THE  
KING COUNTY SHERIFF'S OFFICE**

---

The parties, King County represented by Deborah Bellam, and the King County Police Officers Guild (KCPOG) represented by Steve Eggert, have bargained issues relating to the payment of premiums and overtime payments to bargaining unit members. The parties share an interest in the efficient operation of the King County Sheriff's Office and the payment of its employees. In furtherance of that shared interest, the parties have agreed to reasonable pay periods for KCSO employees, and to a dispute resolution process relating to these payments.

The parties agree as follows:

**1. Payment practice:** For as long as the King County Sheriff's Office is paid on a semi-monthly basis, the KCPOG knowingly acknowledges that the County may reasonably pay as follows. Field training officer compensation, overtime pay, and holiday pay for hours worked on the 1st through the 15th will be paid by the 1st pay date of the following month and for hours worked from the 16th through the end of the month by the 2nd pay date of the following month. Compensatory time for hours worked on the 1st through the 15th will be added to the employee's compensatory time account by the 1st pay date of the following month and for hours worked from the 16th through the end of the month by the 2nd pay date of the following month. An employee who on the 1st through the 15th of a month submits a request for compensation in accordance with King County Sheriff's Office policies for "acting" pay will be paid his or her pay by the 1st pay date of the following month. If this request is submitted on the 16th through the end of the month, the pay will be paid on the 2nd pay date of the following month. This section shall not apply when there is a bona fide dispute as to the underlying pay.

**2. Authorized Employee:** Written complaints will be submitted in accordance with King County Sheriff's Office policies to the Authorized Employee responsible for investigation and resolution of employee complaints regarding the payment of wages. A response will be provided to the employee within ten (10) business days from the date the complaint is received by the Authorized Employee. If the Employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Authorized Employee will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, and may issue an appropriate additional remedy for late payment beyond one pay period up to a total maximum amount equal to the underlying pay at issue. If the employee does not agree with the resolution of the complaint, the employee may, if within ten (10) business days of receipt of the response from the Authorized Employee, submit the issue to the Payroll Review Board.

**3. The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one union representative from the bargaining unit representing the employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board the facts relating to the complaint. If the Board finds that the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not previously awarded by the Authorized Employee, and may issue an appropriate additional remedy for late payment beyond one pay period if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by the Authorized Employee must be unanimous. A decision on each case presented to this Board must be issued within five (5) business days of the presentation by the Authorized Employee. The Authorized Employee will communicate the decision of the Board to the employee who filed the complaint. If the Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a mutually agreeable third

person, who need not be an arbitrator, for a decision. If the Payroll Review Board is unable to agree on a third person, the winner of a coin toss will select the third person.

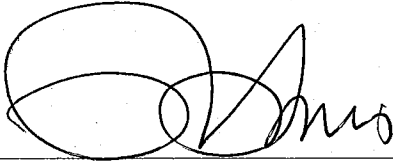
4. The remedies afforded in paragraphs 2 and 3 do not apply if there is a bona fide dispute concerning the underlying pay.

5. The parties recognize that the KCSO has the right to require KCSO employees to report information regarding overtime hours worked on forms prescribed by the KCSO.

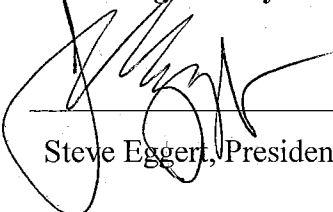
6. **Collective Bargaining Agreement:** The Payroll Review Process is separate from and not subject to the grievance process outlined in the collective bargaining agreements covering the employees represented by the KCPOG. Matters submitted to the Payroll Review Board may not be submitted to the collective bargaining agreement grievance process. Disputes arising out of the collective bargaining agreement, that meet the contractual definition of a "grievance", remain subject to the contractual grievance process.

7. This agreement is effective from January 1, 2008 through December 31, 2012.

APPROVED this 5 day of NOVEMBER, 2008.

By:   
\_\_\_\_\_  
King County Executive

**For King County Police Officers Guild:**

  
\_\_\_\_\_  
Steve Eggert, President

10/30/2008  
\_\_\_\_\_  
Date

**AGREEMENT**  
**by and between**  
**KING COUNTY, WASHINGTON**  
**And**  
**KING COUNTY COURT PROTECTION GUILD**  
**January 1, 2009 through December 31, 2010**

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1   **AGREEMENT**

2   **by and between**

3   **KING COUNTY, WASHINGTON**

4   **and**

5   **KING COUNTY COURT PROTECTION GUILD**

6   **January 1, 2009 through December 31, 2010**

7  
8  
9           THIS AGREEMENT is by and between the KING COUNTY, WASHINGTON, hereinafter  
10 referred to as the County, and King County Protection Guild, hereinafter referred to as the Guild.

11  
12   **ARTICLE 1: GENERAL**

13           1.1. Purpose - The intent and purpose of this Agreement is to promote the continued  
14 improvement of the relationship between King County and its employees and to set forth the wages,  
15 hours and other working conditions of such employees provided the County has authority to act on  
16 such matters.

17           1.2. Non-Discrimination - The County and the Guild shall not unlawfully discriminate against  
18 any individual with respect to compensation, terms, conditions or privileges of employment because  
19 of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation or any  
20 sensory, mental or physical disability.

21           1.3. Work Stoppages and County Protection - The County and the Guild agree that the public  
22 interest requires efficient and uninterrupted performance of all County services and to this end pledge  
23 their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild  
24 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform  
25 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
26 County functions by employees under this Agreement and should same occur, the Guild shall take  
27 appropriate steps to end such interference. Any concerted action by any employee in any bargaining  
28 unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent

1 without authorized leave shall be considered as an automatic resignation. Such resignation may be  
2 rescinded by the Department Director if the employee presents satisfactory reasons for his/her  
3 absence within three (3) calendar days of the date his/her automatic resignation became effective.

4       **1.3.1.** Upon notification in writing by the County to the Guild that any of its members are  
5 engaged in a work stoppage, the Guild shall immediately, in writing, order such members to  
6 immediately cease engaging in such work stoppage and provide the County with a copy of such order.  
7 In addition, if requested by the County, a responsible official of the Guild shall publicly order such  
8 Guild's members to cease engaging in such a work stoppage.

9       **1.3.2.** Any employee who commits any act prohibited in this Article shall be subject, in  
10 accordance with the County's Work Rules to discharge, suspension or other disciplinary action as  
11 may be applicable to such employee.

12       **1.4. Waiver Clause** - The parties acknowledge that each has had the unlimited right within the  
13 law and the opportunity to make demands and proposals with respect to any matter deemed a proper  
14 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth  
15 within this Agreement. Therefore, the County and the Guild, for the duration of this Agreement, each  
16 agree to waive the right to oblige the other party to bargain with respect to any subject or matter not  
17 specifically referred to or covered in this Agreement.

18       **1.5. Savings Clause** - Should any part hereof or any provisions herein contained be rendered  
19 or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a  
20 court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not  
21 invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall  
22 meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain  
23 in full force and effect.

1 **ARTICLE 2: RECOGNITION, GUILD MEMBERSHIP AND DUES DEDUCTION**

2 2.1. Recognition - The County recognizes the Guild as the exclusive bargaining  
3 representative for those employees whose job classifications are listed in the attached Appendix "A".

4 2.2. Guild Membership - It shall be a condition of employment that all employees covered by  
5 this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on  
6 the thirtieth (30th) day following the beginning of such employment, become and remain members in  
7 good standing in the Guild, or pay an agency fee to the extent permitted by law.

8 2.2.1. Employees with a bona fide religious objection to union membership shall not be  
9 required to become and remain members in good standing in the Guild, but shall be required to  
10 contribute an amount equal to the regular monthly Guild dues and initiation fees to a non-religious  
11 charity mutually agreed upon by the employee and the Guild. In the event that an agreement cannot  
12 be reached between the employee and the Guild, the Public Employment Relations Commission shall  
13 decide the charity. The employee shall every thirty (30) days furnish proof that such payment has  
14 been made.

15 2.2.2. Failure by an employee to satisfy the provisions of paragraph 2.2 or 2.2.1 above shall  
16 constitute cause for dismissal provided the Guild makes a written request for discharge, verifying that  
17 the employee received written notification of the delinquency and notification that no-payment within  
18 thirty (30) days will result in discharge by the Employer.

19 2.3. Dues Deduction - Upon receipt of a written authorization individually signed by a  
20 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
21 of dues as certified by the Secretary of the Guild and shall transmit the same to the Treasurer of the  
22 Guild.

23 2.4. The Guild shall indemnify, defend and hold the County harmless against any claims  
24 made and against any suit instituted against the County on account of any checkoff of dues for the  
25 Guild. The Guild shall refund to the County any amounts paid to it in error on account of the check-  
26 off provision upon presentation of proper evidence thereof.

27 2.5. Visitation Rights - Authorized representatives of the Guild may, after notifying the  
28 Manager/designee, visit the work location of employees covered by this Agreement at reasonable

1 times.

2           2.6. Bulletin Boards - The County and the Guild shall cooperate to insure that adequate space  
3 on the County's premises is provided for posting of announcements of meetings, election of officers  
4 and any other official Guild material.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 3.1. The Guild 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 3.2. The County shall have the right to schedule overtime work as required.

5 3.3. Every incidental duty is not always specifically described in the job description.

6 3.4. The County reserves the right to discipline regular employees for just cause.

7 3.5. The County reserves the right to layoff regular personnel for lack of work, lack of funds,  
8 or reasons of efficiency.

9 3.6. The County shall have the right to determine work shifts and schedules and to establish  
10 the methods and processes by which such work is performed.

11 3.7. Nothing under this Agreement shall be construed as delegating to others or reduce or  
12 abridge the following management responsibilities and rights:

13 • The responsibility of the County for determining classifications, assigning  
14 employees to classifications, determining the status and tenure of employees, establishing work rules,  
15 initiating and promoting employees, transferring employees, and certifying payrolls;

16 • The responsibility of the County governed by Charter provisions, Ordinances, and  
17 Administrative Guidelines for Career Service Employees which include, but are not limited to the  
18 following:

- 19 - To suspend, demote, discharge, withhold wage increases, reduce wage steps  
20 or take other disciplinary action against regular employees for just cause;  
21 - To relieve employees from duties because of lack of work, lack of funds, or  
22 reasons of efficiency;  
23 - To determine the methods, means, and employees necessary for operations;  
24 - To control the departmental budget; and  
25 - To take whatever actions are necessary in emergencies in order to assure the  
26 proper functioning of the department.  
27 - To implement a biweekly pay system consistent with Addendum A that will  
28 change scheduled pay dates and convert pay and benefits into hourly

1 increments.

2 3.8. Furlough Reopener - King County may open this collective bargaining agreement upon  
3 written request any time during the life of this collective bargaining agreement for the purpose of  
4 bargaining (to the extent required by law) the effects of a King County decision to impose furlough  
5 and/or building closures and/or reduction of hours of operation.

6 3.9. Reopener for Transfer - King County retains the right to reopen any provision in this  
7 collective bargaining agreement necessary to bargain (to the extent required by law) the effects of a  
8 decision to transfer work from outside this bargaining unit to the Court Protection Guild bargaining  
9 unit. The Union supports this transfer of work and will work with King County to accomplish this  
10 goal as expeditiously as possible. The discussion regarding this possible transfer of work may  
11 include but is not limited to the following issues identified by the parties:

- 12 ● Officer safety and staffing issues related to District Court and overtime
- 13 ● Lateral hiring and pay
- 14 ● Transfer procedures/post assignment
- 15 ● Overtime assignments
- 16 ● Use of temporaries
- 17 ● Seniority
- 18 ● Lead assignments

19 3.10. Performance Reviews - Consistent with the authority retained in Article 3, King County  
20 has the right to develop and implement a performance evaluation system consistent with King County  
21 Sheriff's Office policies and procedures.

22 3.11. Early Intervention Systems (EIS) - Consistent with the authority retained in Article 3,  
23 King County has the right to develop and implement an EIS system consistent with King County  
24 Sheriff's Office policies and procedures.

25 3.12. Civilian Review - King County has the right to create, develop and implement a system  
26 of civilian review and an Office of Law Enforcement Oversight (KC OLEO) consistent with King  
27 County Ordinances.

28 3.13. Civil Service and Career Service - King County retains the right to bargain changes or

1 effects - to the extent required by law - to King County Civil Service Rules and Career  
2 Service/Personnel Rules, and may propose such changes at any time. Such proposals may be  
3 discussed in labor/management meetings or any forum acceptable to the parties.

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1 **ARTICLE 4: WAGES AND OVERTIME**

2 4.1. 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.

4 4.2. Except as otherwise provided in this Article, employees assigned to five (5) day, eight (8)  
5 hour shifts shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-  
6 time hourly rate of pay for all hours worked in excess of eight (8) hours in one (1) day or forty (40)  
7 hours in a workweek; employees assigned to four (4) day, ten (10) hour shifts shall be paid at the rate  
8 of one-and-one-half (1-1/2) times the employee's regular straight time hourly rate of pay for all hours  
9 worked in excess of ten (10) hours in one (1) day, or forty (40) hours in a workweek.

10 4.3. A minimum of four (4) hours at the overtime rate shall be allowed for each regular  
11 employee called back. Where such overtime exceeds four (4) hours, the actual hours worked shall be  
12 paid at the overtime rate.

13 4.3.1. A call-back is defined as any situation where the regular employee has left work and is  
14 subsequently contacted and required to return to work prior to the employee's next scheduled work  
15 shift.

16 4.3.2. Scheduled overtime is not a call-back and shall be paid at the straight time rate until the  
17 regular employee qualifies for overtime pursuant to Section 4.2. Scheduled overtime shall include  
18 occasions where an employee is required to report to work earlier than previously scheduled and  
19 works their regular shift.

20 4.3.3. The Saturday or holiday court calendar at the Regional Justice Center shall be  
21 considered a call back as defined under Section 4.3.

22 4.4. All overtime shall be authorized in advance by the Manager/designee in writing, except  
23 in emergencies.

24 4.5. Compensatory Time - With mutual agreement of the County and the regular employee,  
25 compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time  
26 may be accrued to a maximum of forty (40) hours. Requests to use compensatory time will be  
27 approved unless the employee's absence during the period requested will unduly disrupt the  
28 operations of the Department. Compensatory time accrued shall be used during the calendar year in

1 which it is earned unless such utilization is not feasible due to the work demands of the position, in  
2 which case the employee may request and the Manager/designee may approve the carryover of a  
3 maximum of forty (40) hours of accrued compensatory time to the next calendar year. Carried-over  
4 compensatory hours must be used within the first quarter of the new year.

5 4.6. Compensatory Time Cash Out - On each May 31 and November 30, employees with  
6 accrued compensatory time will be permitted to request cash out of all, or a portion of such time, to  
7 the half hour, if they so desire. Payments will be made as soon as practicable, but no later than the  
8 second paycheck following the request.

9 4.7. Accountable Business Transformation (ABT) Program Reopener - King County retains  
10 the right to reopen this Article if requested in writing during the life of this collective bargaining  
11 agreement, to bargain - to the extent required by law - any changes required by King County's ABT  
12 Program.

1 **ARTICLE 5: HOURS OF WORK**

2           5.1. The standard work schedule for regular full-time employees shall consist of either five  
3 (5) consecutive workdays not to exceed eight (8) hours each, inclusive of a meal period, not to exceed  
4 forty (40) hours per week; or four (4) workdays, not to exceed ten (10) hours each, inclusive of a meal  
5 period, not to exceed forty (40) hours per week. Each work schedule will include work time for  
6 donning and doffing of their uniform, and for reporting to their assigned post. The hours of work of a  
7 regular full-time employee may be changed consistent with Section 5.1.1 and 5.2.

8           The King County Sheriff's Office may place an employee or group of employees on a 4/10  
9 work schedule (working four 10-hour days) when the King County Sheriff's Office decides that it is  
10 beneficial and operationally prudent to do so, as long as each of the following conditions are met:

11           A. Any such schedule change will be effective on a date determined in writing by the  
12 King County Sheriff's Office for the duration determined in writing by the King County Sheriff's  
13 Office.

14           B. Personnel assigned to work a 4/10 schedule shall work four (4) ten (10) hour days,  
15 with one regularly scheduled day off, as assigned, in a forty (40) hour week. The King County  
16 Sheriff's Office shall notify employees of their precise work schedules and furlough days while on the  
17 4/10 schedule.

18           C. Employees working the 4/10 schedule shall observe the same paid holidays as  
19 described in Article 7 of the applicable collective bargaining agreement.

20           D. Employees working a 4/10 schedule shall be paid at the rate of one and one-half  
21 times the regular rate of pay for all hours worked in excess of ten (10) hours in one day, inclusive of  
22 the lunch period, or forty (40) hours in one week.

23           E. Vacation and sick leave shall be used on an hour for hour basis. Example:  
24 Employee takes one (1) day vacation since she/he will be taking ten (10) hours off; ten (10) hours will  
25 be subtracted from her/his vacation week.

26           F. The King County Sheriff's Office may cancel the 4/10 schedule with thirty (30)  
27 calendar days written notice to the affected employees. If the four/ten (4/10) schedule is cancelled,  
28 the employee will revert to her/his prior schedule.

1                   G. The King County Sheriff's Office will notify the employees affected by this  
2 change of its expectations related to this change in schedule.

3                   5.1.1. Should King County decide to implement a change in building or court hours, King  
4 County will meet to discuss the impact of such change on the bargaining unit.

5                   5.1.2. Temporary employees will be assigned days and hours of work as need by the County.

6                   5.2. The County will assign each regular employee a regular starting time which can be  
7 changed with seven (7) days notice, or with less notice if 1) a four (4) hour minimum is paid, or 2) the  
8 time worked is a shift extension at the end of shift.

9                   5.3. Employees performing a full eight (8) hour shift or a full ten (10) hour shift shall be  
10 allowed a one-half (1/2) hour meal period and two (2) fifteen (15) minute paid rest periods.  
11 Employees working less than an eight (8) hour shift shall be eligible for meal periods and breaks in  
12 accordance with law.

13                  5.4. Change of Work Schedules - Upon written request of an employee(s) and with prior  
14 written approval of the Manager/designee, a work schedule for an employee(s) may be modified or a  
15 shift traded with another employee.

16                  5.5. Alternative Work Schedules - During the term of the Agreement, the Guild and/or  
17 County may desire a work schedule(s) that is different than the standard work schedule provided  
18 under Section 5.1 herein. The addition of work schedules are subject to collective bargaining by the  
19 parties' authorized representatives.

20                  5.6. Accountable Business Transformation (ABT) Program Reopener - King County retains  
21 the right to reopen this Article if requested in writing during the life of this collective bargaining  
22 agreement, to bargain - to the extent required by law - any changes required by King County's ABT  
23 Program.

1 **ARTICLE 6: SENIORITY**

2           6.1. Regular Employees shall be afforded the right to utilize their classification seniority as  
3 hereinafter defined for the purposes specifically provided for within this Agreement.

4           6.2. An employee shall be recognized as having attained seniority and regular employment  
5 status when such employee shall have successfully completed a probation period twelve (12)  
6 consecutive months. Upon completion of the employee's probation period s/he shall be assigned a  
7 classification seniority date which shall be the date when s/he first commenced his/her twelve (12)  
8 month probation.

9           6.2.1. In the event that an employee is laid off during his/her twelve (12) month probation  
10 period and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days  
11 from the employee's date of layoff; s/he shall then be credited with all days previously worked for  
12 purposes of satisfying his/her twelve (12) month probation status and establishing his/her resultant  
13 classification seniority date.

14           6.2.2. Regular employees shall continue to accrue seniority during an absence caused by an  
15 industrial injury or illness. An employee who is unable to work because of a non-work related injury  
16 or illness shall not accumulate seniority during such absence of thirty (30) or longer unpaid calendar  
17 days.

18           6.2.3. Regular employees on an approved unpaid leave of absence of thirty (30) continuous  
19 calendar days or longer shall not accumulate seniority credits during such absence.

20           6.2.4. When a regular employee is, or has been, promoted or transferred from the bargaining  
21 unit to another job so as to be excluded from coverage by this Agreement, such employee may be  
22 returned to the unit by the County and s/he shall resume his/her seniority which s/he had as of the date  
23 of promotion or transfer; provided however, in the event any such employee remains outside of the  
24 bargaining unit for a period exceeding twelve (12) months, s/he shall not have his/her bargaining unit  
25 seniority restored upon his/her return to the bargaining unit.

26           6.3. Classification seniority shall be defined as an regular employee's total length of service  
27 within a classification(s) covered by this Agreement. Classification seniority shall include time spent  
28 prior to January 1, 1996 working as a Court Security Officer in the King County Courthouse.



1 Effective January 1, 2003, regular part-time employees will accrue seniority at a rate of half of what a  
2 full-time employee earns. Any seniority ties will be determined by hire test scores with the employee  
3 having the higher test score being more senior.

4 **6.4. Seniority rights shall be forfeited for either of the following causes:**

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

10 **6.5. Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
11 shall layoff the employee who has the least seniority within the classification. Employees originally  
12 hired or promoted into the bargaining unit on the same date shall be laid off based on merit. Prior to  
13 any layoff, all temporary and probationary employees within the bargaining unit shall be laid off first.

14 **6.6. Recall from Layoff** - Regular employees displaced due to a reduction-in-force shall be  
15 recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their  
16 ability to perform the work for which they were recalled.

17 **6.7. Seniority Lists** - The Guild shall maintain the seniority list and it will provide a copy to  
18 the County upon written request.

19 **6.8. Seniority Consideration in Post and Shift Assignments** - When making post and shift  
20 assignments for regular employees, the County shall consider seniority. Department needs shall be  
21 the primary consideration when making post and shift assignments.

1 **ARTICLE 7: HOLIDAYS**

2 7.1. All regular, probationary and term-limited employees who work a full-time work  
3 schedule shall be granted the following holidays with pay:

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

14 and any special or limited holidays as declared by the President or Governor, and as approved by the  
15 Council.

16  
17 7.2. For holiday eligible employees, whenever a holiday falls on their first regularly  
18 scheduled day off, the preceding regularly scheduled workday shall be observed as the holiday.  
19 Whenever a holiday falls on their second or third regularly scheduled day off (for those working on a  
20 four (4) day, ten (10) hour schedule), the holiday shall be observed on their following regularly  
21 scheduled day of work. Work performed on the holiday shall be paid at time-and-one-half (1-1/2)  
22 times the regular rate of pay, in addition to the holiday pay.

23 7.3. All full-time holiday eligible employees shall receive two (2) additional personal  
24 holidays to be administered through the vacation plan. One day shall be added to accrued vacation on  
25 the first pay period of October and on the first pay period of November of each year. These days can  
26 be used in the same manner as any vacation day earned. Part-time holiday eligible employees will  
27 receive the personal holidays pro-rated based on their regular work schedule.

28 7.4. Regular, probationary and term-limited temporary employees who work a part-time

1 schedule and are eligible for holiday pay will receive holiday pay in accordance with Section 7.1 on  
2 those holidays the employee is regularly scheduled for work pro-rated based on their regular work  
3 schedule.

4           7.5. Full-time employees who are eligible for holiday pay shall receive time and one-half the  
5 regular rate of pay for all hours worked on a listed holiday. This compensation shall be in addition to  
6 the eight (8) hours of straight time holiday pay.

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1 **ARTICLE 8: VACATIONS**

2 **8.1. Accrual Rates** - Regular, probationary and term-limited employees in a paid status for  
3 forty (40) hours per week, shall receive vacation benefits as indicated in the following schedule:

4

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 **8.1.2.** Regular, probationary and term-limited temporary employees who work a part-time  
22 work schedule shall accrue vacation leave in accordance with the vacation leave schedule above,  
23 provided, however, such accrual rates shall be prorated to reflect their normally scheduled workweek.

24 **8.2.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time  
25 employees may accrue vacation up to sixty (60) days prorated to reflect their normally scheduled  
26 workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to  
27 December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will  
28 result in forfeiture of the vacation leave beyond the maximum amount unless the Manager/designee

1 has approved a carryover of such vacation leave because of cyclical workloads, work assignments or  
2 other reasons as may be in the best interests of the County.

3 **8.3.** An employee shall not be granted vacation benefits if not previously accrued. Employees  
4 eligible for vacation leave shall accrue vacation from their date of hire. Employees shall not be  
5 eligible to take or be paid for vacation leave until they have successfully completed their first six (6)  
6 months of County service, and if they leave County employment prior to successfully completing  
7 their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

8 **8.4. County Employment While On Vacation** - No employee shall be permitted to work for  
9 compensation for the County in any capacity during the time when vacation benefits are being used.

10 **8.5. Incremental Usage** - Vacation may be used in one half (1/2) hour increments at the  
11 discretion of the Manager/designee.

12 **8.6. Termination** - Upon termination, the employee shall be paid for any unused vacation  
13 leave up to the maximum of sixty (60) days if the employee was in good standing.

14 **8.7. Death** - In cases of separation by death, payment of unused vacation benefits up to a  
15 maximum of sixty (60) day shall be made to the employee's estate, or in applicable cases, as provided  
16 by RCW 49.48 and RCW Title 11.

17 **8.8. Vacation Scheduling** - Vacations shall be scheduled up through April 1st of each year on  
18 a seniority basis. Vacation requests submitted after April 1st shall be approved on a first come first  
19 serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be  
20 requested at least three (3) working days in advance. A vacation of more than one (1) day shall be  
21 requested two (2) weeks in advance. If the need arises, an individual may contact his/her  
22 Manager/designee and request emergency vacation. Approval of emergency vacation shall be at the  
23 discretion of the Manager/designee.

24 **8.8.1.** All vacation requests shall receive a definite written yes or no response as soon as  
25 possible from the submission of same. Once approved the County shall not rescind the vacation,  
26 unless an emergency exists.

1 **ARTICLE 9: SICK LEAVE**

2           **9.1. Sick Leave** - Regular, probationary and term-limited temporary employees (herein after  
3 referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours  
4 for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month.  
5 Except, that sick leave will not begin to accrue until the first of the month following the month in  
6 which the employee commenced employment. The employee is not entitled to sick leave if not  
7 previously earned.

8           **9.2. Vacation as an Extension of Sick Leave** - During the first six (6) months of service in a  
9 leave eligible position, leave eligible employees may, at the Manager/designee's discretion, use any  
10 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six  
11 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to  
12 the County upon termination.

13           **9.3. Partial Day Increments** - Sick leave may be used in one-half (1/2) hour increments at the  
14 discretion of the Manager/designee.

15           **9.4. Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by  
16 a leave eligible employee.

17           **9.5. Restoration following Separation** - Separation from employment except by reason of  
18 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave  
19 eligible employee as of the date of separation. Should a regular employee resign in good standing, be  
20 laid off or separated for non-disciplinary medical reasons and return to County employment within  
21 two (2) years, his/her accrued sick leave will be restored.

22           **9.6. Pay upon Separation** - A regular employee who has successfully completed at least five  
23 (5) years of County service and who retires as a result of length of service or who separates by reason  
24 of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount  
25 equal to thirty-five (35) percent of his/her unused, accumulated sick leave multiplied by the  
26 employee's base rate of pay in effect upon the date of leaving County employment, less mandatory  
27 withholdings.

28           **9.7. Leave Without Pay for Health Reasons** - An employee must use all of his/her sick leave

1 before taking unpaid leave for his/her own health reasons. If the injury is compensable under the  
2 County's workers compensation program, then the employee has the option to augment or not  
3 augment time loss payments with the use of accrued sick leave.

4 **9.8. Leave Without Pay for Family Reason** - For a leave for family reasons, the employee will  
5 choose at the start of the leave whether the particular leave would be paid or unpaid; but, when an  
6 employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty  
7 (80) hours of accrued sick leave.

8 **9.9. Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
10 by his/her Manager/designee.

11 **9.10. Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

12 **A.** The employee's bona fide illness or injury; provided, that an employee who suffers  
13 an occupational illness or injury may not simultaneously collect sick leave and worker's  
14 compensation payments in a total amount greater than the net regular pay of the employee;

15 **1.** An employee who chooses to augment workers compensation payments  
16 with the use of accrued sick leave will notify the workers compensation office in writing at the  
17 beginning of the leave;

18 **2.** An employee may not collect sick leave and worker's compensation time  
19 loss payments for physical incapacity due to any injury or occupational illness which is directly  
20 traceable to employment other than with the County.

21 **B.** Exposure to contagious diseases and resulting quarantine.

22 **C.** A female employee's temporary disability caused by or contributed to by  
23 pregnancy and childbirth.

24 **D.** The employee's medical, ocular or dental appointments provided that the  
25 employee's Manager/designee has approved the scheduling of sick leave for such appointments.

26 **E.** To care for the employee's eligible child if the child has an illness or health  
27 condition which requires treatment or supervision from the employee;

28 **F.** To care for other family members, if:

1                   1. The employee has been employed by the County for twelve (12) months or  
2 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
3 months,

4                   2. The family member is the employee's spouse or domestic partner, the  
5 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
6 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
7 employee, the employee's spouse or domestic partner; and,

8                   3. The reason for the leave is one of the following:

9                   a. The birth of a son or daughter and care of the newborn child, or  
10 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
11 within twelve (12) months of the birth, adoption or placement;

12                   b. The care of the employee's child or child of the employee's spouse  
13 or domestic partner whose illness or health condition requires treatment or supervision by the  
14 employee; or

15                   c. Care of a family member who suffers from a serious health condition  
16 (as defined under the FMLA).

17               **9.11. Unpaid Leave** - An employee who has been employed by the County for twelve (12)  
18 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding  
19 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her  
20 own serious health condition, and for family reasons as provided in Sections 9.10.E and 9.10.F  
21 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive  
22 days or weeks, or intermittent (as defined under the FMLA), which is taken in whole or partial days  
23 as needed. Intermittent leave is subject to the following conditions:

24               **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child for  
25 adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
26 only if authorized by the employee's Manager/designee.

27               **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced  
28 schedule when medically necessary due to a serious health condition of the employee or family



1 member of the employee; and

2 C. Temporary Transfer - If an employee requests intermittent leave or leave on a  
3 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical  
4 treatment, the Manager/designee may require the employee to transfer temporarily to an available  
5 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
6 that better accommodates recurring periods of leave than the regular position of the employee.

7 9.11.1. Concurrent Time - Use of donated leave will run concurrently with the eighteen (18)  
8 workweek family medical leave entitlement.

9 9.11.2. Insurance Premiums - The County will continue its contribution toward health care  
10 during any unpaid leave taken under Section 9.11.

11 9.11.3. Return to Work from Unpaid Leave - An employee who returns from unpaid family or  
12 medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

13 A. The same position s/he held when the leave commenced; or

14 B. A position with equivalent status, benefits, pay and other terms and conditions of  
15 employment; and

16 C. The same seniority accrued before the date on which the leave commenced.

17 9.11.4. Failure to Return to Work - Failure to return to work by the expiration date of the  
18 leave of absence may be cause for removal and result in termination of the employee from County  
19 service.

20 9.12. Provider Certification - The Manager/designee and employee is responsible for the  
21 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
22 be reasonably required to substantiate the health condition of the employee or family member for  
23 leave requests.

24 9.13. Definition of Child - For purposes of this Article, a child means a biological, adopted or  
25 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
26 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
27 self care because of mental or physical disability.

28 9.14. Employees shall be entitled to family medical leave as provided by the King County

1 Family Medical Leave Act, the federal Family Medical Leave Act and any Washington state laws that  
2 provide for family medical leave.

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1 **ARTICLE 10: OTHER PAID LEAVES**

2 **10.1. Donation of Vacation and Sick Leave.**

3 **A. Vacation leave hours**

4 **1. Approval Required** - An employee eligible for paid leave may donate a  
5 portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such  
6 donation will occur upon written request to and approval of the donating and receiving employee's  
7 department director(s), except that requests for vacation donation made for the purposes of  
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval  
9 would result in a departmental hardship for the receiving department.

10 **2. Limitations** - The number of hours donated will not exceed the donor's  
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted  
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation  
13 accrual.

14 **3. Return of Unused Donations** - Donated vacation leave hours must be used  
15 within ninety (90) calendar days following the date of donation. Donated hours not used within  
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated  
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.  
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick leave hours**

20 **1. Written Notice Required** - An employee eligible for paid leave may donate a  
21 portion of his/her accrued sick leave to another employee eligible for leave benefits upon written  
22 notice to the donating and receiving employee's department director(s).

23 **2. Minimum Leave Balance Required (Donor)** - No donation will be permitted  
24 unless the donating employee's sick leave accrual balance immediately subsequent to the donation is  
25 one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of  
26 his/her accrued sick leave in a calendar year.

27 **3. Return of Unused Donations** - Donated sick leave hours must be used  
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be  
4 accrued sick leave hours.

5 C. No Solicitation - All donations of vacation and sick leave made under this Article  
6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 D. Conversion Rate - All vacation and sick leave hours donated will be converted to a  
9 dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value  
10 will then be divided by the receiving employee's hourly rate to determine the actual number of hours  
11 received. Unused donated vacation and sick leave will be reconverted based on the donor's straight  
12 time hourly rate at the time of reconversion.

13 10.2. Leave - Organ Donors - The Manager/designee will allow an employee eligible for paid  
14 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
15 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days  
16 paid leave provided;

17 A. Notification - The employee gives the Manager/designee reasonable advance  
18 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other  
19 organs or tissue where there is a reasonable expectation that the employee's failure to donate may  
20 result in serious illness, injury, pain or the eventual death of the identified recipient.

21 B. Provider Certification - The employee provides written proof from an accredited  
22 medical institution, organization or individual as to the need for the employee to donate bone marrow,  
23 a kidney, or other organs or tissue or to participate in any other medical procedure where the  
24 participation of the donor is unique or critical to a successful outcome.

25 C. Limitation - The pay associated with the five (5) days off is limited to forty (40)  
26 hours.

27 10.2.1. Time off Subject to Agreement - Time off from work for the purpose set out above in  
28 excess of five (5) working days will be subject to the terms of this Agreement.

1           **10.3. Bereavement Leave**

2           A. An employee eligible for paid leave will be entitled to three (3) working days of  
3 bereavement leave a year, due to death of a member of his/her immediate family. Those working a  
4 four (4) day, ten (10) hour schedule will be entitled to three (3) working days of time off, with a  
5 maximum of twenty-four (24) hours of pay.

6           B. Use of Sick Leave in Lieu of Bereavement Leave - An employee eligible for leave  
7 who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three  
8 (3) working days for each additional instances when death occurs to a member of the employee's  
9 immediate family. Those working a four (4) day, ten (10) hour schedule will be entitled to three (3)  
10 working days of time off with a maximum of twenty-four (24) hours of pay.

11           C. In the application of any of the foregoing provisions, when a holiday or regular day  
12 off falls within the prescribed period of absence, it will not be charged against the employee's sick  
13 leave account nor bereavement leave credit.

14           D. Family Defined - Immediate family means, as used in this Article: spouse,  
15 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the  
16 employee, employee's spouse or employee's domestic partner.

17           **10.4. School Volunteers** - An employee eligible for paid leave will be allowed the use of up  
18 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
19 school attended by the employee's child provided; an employee requesting to use sick leave for this  
20 purpose will submit such request in writing specifying the name of the school and the nature of the  
21 volunteer services to be performed.

22           **10.5. Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled  
23 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
24 mileage, with the Finance and Business Operations Division, of the Department of Executive  
25 Services. The employee will report back to their Manager/designee when dismissed from jury  
26 service.

27           **10.6. Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
28 time off with pay for the purpose of participating in County qualifying or promotional examinations.

1 This will include time required to complete any required interviews.

2           **10.7. Military Leave** - A leave of absence for active military duty or active military training  
3 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
4 federal law; provided, that a request for such leave shall be submitted to the Manager/designee in  
5 writing by the employee and accompanied by a validated copy of military orders ordering such active  
6 duty or active training duty.

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1 **ARTICLE 11: MEDICAL, DENTAL, VISION, AND LIFE INSURANCE**

2           11.1. King County presently participates in group medical, dental, vision and life insurance  
3 programs. The County agrees to maintain such programs during the term of this Agreement, provided  
4 that the Guild and County agree to incorporate changes to employee insurance benefits which the  
5 County may implement as a result of the agreement of the Joint Labor-Management Insurance  
6 Committee.

7           11.2. A newly hired regular, probationary and term-limited employee shall be eligible for  
8 receipt of all benefits under the County's medical, dental, vision, life insurance and long term  
9 disability insurance programs on the first day of the month following the date the employee  
10 commences employment with the County.

1 **ARTICLE 12: UNIFORMS**

2 12.1. Uniforms - The County shall provide for each regular employee the following minimum  
3 uniform, weapon, equipment and duty gear issue:

4

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

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

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Duty 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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12.2. The employee shall be held accountable for all uniforms, weapons and duty gear which are issued to the employee by the County. Items which become worn out and/or items which become



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

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1 **ARTICLE 13: MISCELLANEOUS**

2           13.1. Mileage - Employees who have been authorized by the County to use their own  
3 transportation for work purposes shall be reimbursed for mileage at the rate established by County  
4 ordinance.

5           13.2. Weapons/Defense Tactics - All employees shall periodically qualify with a handgun in  
6 accordance with departmental policy as scheduled by the County. In addition, all employees, upon  
7 written request, shall be provided one hundred (100) rounds of practice ammunition per month for  
8 their primary duty weapon, for practice session(s).

9           13.3. Labor-Management Conference Committee - The County and the Guild shall establish a  
10 joint Labor-Management Conference Committee which shall be comprised of participants from both  
11 the County and the Guild. Each party shall have the sole right to select its participants. The function  
12 of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as  
13 opposed to individual complaints, for the purpose of establishing a harmonious working relationship  
14 between the employees, the County and the Guild. Either the County or the Guild may request a  
15 meeting of the Committee; however, neither party is obligated to meet more than twice a year. The  
16 party requesting the meeting shall do so in writing listing the issues they wish to discuss.

17           13.4. Biweekly Payroll - If during the life of this Agreement the County chooses to  
18 implement a biweekly payroll plan, the parties agree to adopt the plan, consistent with Addendum A.  
19 Such plan may include changes to scheduled pay dates and conversion of pay and benefits to hourly  
20 amounts.

21           13.5. Leave of Absence for Guild Business - An employee elected or appointed to office in  
22 the signatory organization which requires all of his/her time shall be given leave of absence up to one  
23 (1) year without pay upon written application.

24           13.6. Guild Negotiating Committee - Employees who serve on the Guild Negotiating  
25 Committee shall be allowed time off from duty to attend negotiating meetings with the County  
26 provided that the members of the Guild Negotiating Team shall be composed of two (2) members or  
27 less; and provided further, that prior approval is granted by the Sheriff/designee. Additional members  
28 allowed time off to attend negotiations with the County are subject to agreement by the County.

1           **13.7. Guild Business** - With prior approval of the Manager/designee, the Guild President  
2 and/or designee may flex their work schedules or be allowed some reasonable time while on duty  
3 status to consult with appropriate County officials and/or aggrieved employees. The Guild  
4 representatives shall indicate the general nature of the business to be conducted, and request  
5 necessary time that will not interfere with their regular duties to conduct Guild business. Guild  
6 representatives shall guard against use of excessive time in handling such responsibilities.

7           **13.8. Mileage for Training** - King County will pay mileage at a rate consistent with the King  
8 County Code and consistent with King County Sheriff's Office rules, for travel from home to  
9 mandatory training and then to assigned work site when the most direct route possible is traveled and  
10 the employee lives no more than fifteen (15) miles outside of King County boundaries (consistent  
11 with King County Sheriff's Office rules). King County will pay mileage under the same  
12 circumstances for travel from home to mandatory training and back home, when the mandatory  
13 training is scheduled on the employee's furlough day.

1 **ARTICLE 14: GRIEVANCE PROCEDURE**

2 14.1. The County and the Guild 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 Guild shall extend every effort to settle grievances at  
5 the lowest possible level of supervision.

6 14.2. Employees shall be unimpeded and free from restraint, interference, coercion,  
7 discrimination or reprisal in seeking adjudication of their grievances.

8 14.3. A grievance shall be defined as a dispute as to the interpretation or application of this  
9 Agreement.

10 14.4. The Guild shall not be required to press employee grievances if in the Guild'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 Guild shall be the exclusive representative  
13 of the employee.

14 14.5. Employees, whether Guild members or not, shall have no independent unilateral  
15 privilege or right to invoke the grievance procedure.

16 14.6. The disposition and/or settlement of any grievance or other matter in dispute as  
17 determined by and between the Guild and the County shall be final and binding upon all parties to the  
18 dispute.

19 14.7. **STEP 1** - A grievance shall be verbally presented by the aggrieved employee or the  
20 Guild 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 Captain,  
22 and attempt to adjust the matter and notify the employee within seven (7) calendar days after receipt  
23 of the grievance.

24 14.8. **STEP 2** - If the grievance has not been satisfactorily resolved, the Guild representative  
25 shall reduce the grievance to writing, outlining the facts as they are understood, the Section of the  
26 Agreement allegedly violated and the remedy sought. The written grievance shall then be presented  
27 to the Chief for investigation, discussion and written reply. The Chief shall make a written decision  
28 available to the aggrieved employee and the Guild within fifteen (15) calendar days.

1           **14.9. STEP 3** - If the decision of the Chief has not resolved the grievance to the satisfaction  
2 of the Guild, the grievance shall be presented to the King County Department of Executive Services  
3 Human Resources Division (Labor Relations) for a Step 3 meeting for a joint committee or equal  
4 representation from the Guild 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           **14.10. STEP 4** - Should this committee be unable to resolve the grievance, either the County  
7 or the Guild may request arbitration specifying the exact question which it wishes to be arbitrated, the  
8 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 Guild 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           **14.11.** 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           **14.12.** The arbitrator's fee and expense shall be borne equally by the County and the Guild.  
23 The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by  
24 the County and the Guild. Each party shall bear the full cost of its representation, including attorneys,  
25 and any witnesses appearing on its own behalf regardless of the out come of the arbitration.

26           **14.13.** Temporary, term-limited temporary and probationary employees are employed at will  
27 and may be separated from employment at any time without the right to grieve their job separation.  
28

1 **ARTICLE 15: EMPLOYEE RIGHTS**

2 15.1. All regular employees within the bargaining unit shall be entitled to the protection of  
3 the provisions contained in King County Motion #7854, attached as Addendum C.


4 15.2. Rules and Procedures - The County shall furnish each employee with a copy of the  
5 Department's Administrative and Personnel policies. The County shall make available at primary  
6 duty assignments all basic rules and procedures related to the performance of the duties of that  
7 position.

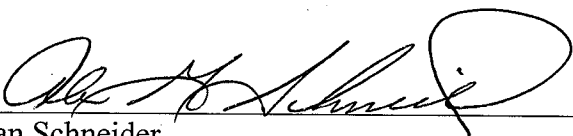
8 15.3. Temporary, probationary and term-limited temporary employees are employed at will  
9 and can be terminated from employment for any reason, at the discretion of the County, without right  
10 of appeal or right to grieve under this agreement. Temporary employees are not covered under the  
11 "Employees' Bill of Rights", referred to in 15.1, or attached as Addendum C.

1 **ARTICLE 16: DURATION**

2 16.1. 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, 2009 through December 31, 2010.

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7 APPROVED this 11 day of August, 2009.

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11 By:   
12 King County Executive

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19 Alan Schneider  
20 President  
21 King County Court Protection Guild

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Date 07/09/2009

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2 cba Code: 226

Union Code(s): KCCPG  
K2

3 APPENDIX "A"  
4 to the  
5 AGREEMENT  
6 by and between  
7 KING COUNTY, WASHINGTON  
8 and  
9 KING COUNTY COURT PROTECTION GUILD  
10 (Representing King County Marshals)  
11 January 1, 2009 through December 31, 2010

12  
13 THIS APPENDIX is supplemental to the AGREEMENT by and between the KING  
14 COUNTY, WASHINGTON, hereinafter referred to as the County, and the KING COUNTY  
15 PROTECTION GUILD hereinafter referred to as the Guild.

16  
17 A.1. 2009 Wage Range 45 - Effective January 1, 2009

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Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Classification	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
5103100	515101	3156	County Marshal	00-12m	13-24m	25-36m	37-48m	49m +

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22 Step Movement - The above reflects the time period thresholds for initial step placement and  
23 subsequent movement to the next step of the pay range for full-time regular employees. Part-time  
24 regular employees will receive step increases based on the above longevity schedule pro-rated to  
25 reflect their regular monthly work schedule.

26 Wage Range Increase - Effective January 1, 2010 the King County Marshal pay range will  
27 increase from Range 45 to Range 47 of the 2010 King County Squared Table.

28 Step Placement onto the New Range - With each range increase, employees will be placed at



1 the step number on the new range equivalent to their step number on the previous range (step-to-step  
2 placement).

3       A.2. Effective January 1, 2010, the base rate of pay enumerated in Section A.1 shall be  
4 increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for All  
5 U.S. Cities based on September to September figures of the prior year. In no event shall this increase  
6 be less than two percent (2%) nor more than six percent (6%). The "Index" used shall be the  
7 Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (Revised Series)  
8 (CPI-W) (1982-1984=100), which will be incorporated in to the squared table range referred to  
9 above.

10       A.3. Lead Pay - Effective January 1, 2010, Employees properly assigned, in writing, to the  
11 status of Lead, shall receive, during the time period so assigned, an hourly premium equal to seven  
12 and one-half percent (7.5%) of their hourly base rate of pay. Leads can be assigned for any duration,  
13 as determined by the Manager/designee.

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**ADDENDUM A**  
**TRANSITION TO BIWEEKLY PAY**

1. The County provided timely notice to the Guild of its intent to implement a biweekly payroll schedule for employees represented by the Guild who are currently paid on a semi-monthly schedule.
2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by the Guild. The affected employees are members of the King County Court Protection Guild.
3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.
4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.
5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.
6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.
7. The County agrees to provide briefings on the progress of the transition to Guild representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.
8. The Guild acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.

**ADDENDUM B**  
**PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS**

**1. Payment practice:** For as long as the King County Sheriff's Office is paid on a semi-monthly basis, the Guild knowingly acknowledges that the County may reasonably pay as follows. Overtime pay, and holiday pay for hours worked on the 1st through the 15th will be paid by the 1st pay date of the following month and for hours worked from the 16th through the end of the month by the 2nd pay date of the following month. An employee who on the 1st through the 15th of a month submits a request for compensation in accordance with King County Sheriff's Office policies for "acting" pay will be paid his or her pay by the 1st pay date of the following month. If this request is submitted on the 16th through the end of the month, the pay will be paid on the 2nd pay date of the following month. This section shall not apply when there is a bona fide dispute as to the underlying pay.

**2. Authorized Employee:** Within 30 days following the effective date of an ordinance to appropriate funds for settlement of *Covey, et al v. King County*, King County Superior Court Cause No. 02-2-08317-0 SEA, the King County Sheriff's Office will designate an employee responsible for the investigation ("Authorized Employee") and resolution of employee complaints regarding the payment of wages. Written complaints will be submitted in accordance with King County Sheriff's Office policies. A response will be provided to the employee within ten (10) business days from the date the complaint is received by the Authorized Employee. If the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Authorized Employee will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, and may issue an appropriate additional remedy for late payment beyond one pay period up to a total maximum amount equal to the underlying pay at issue. If the employee does not agree with the resolution of the complaint, the employee may, if within ten (10) business days of receipt of the response from the Authorized Employee, submit the issue to the Payroll Review Board.

**3. The Payroll Review Board:** The Payroll Review Board will consist of one KCSO Chief appointed by the Sheriff and one Guild representative from the bargaining unit representing the employee who filed the complaint. The Authorized Employee will present to the Payroll Review Board the facts relating to the complaint. If the Board finds that the employee complied with the King County Sheriff's Office policies regarding timely submission of his/her pay request, and timely resubmission as necessary, the Board will award one hour of straight time pay for each incident of overtime that is paid one pay period beyond the date noted in Paragraph 1 above, if not

**ADDENDUM B**  
**PAYMENT PRACTICES AND PAYROLL COMPLAINT PROCESS**

previously awarded by the Authorized Employee, and may issue an appropriate additional remedy for late payment beyond one pay period, if not previously awarded by the Authorized Employee, up to a total maximum amount equal to the underlying pay at issue. The decision of the Payroll Review Board to alter the resolution determined by the Authorized Employee must be unanimous. A decision on each case presented to this Board must be issued within five (5) business days of the presentation by the Authorized Employee. The Authorized Employee will communicate the decision of the Board to the employee who filed the complaint. If the Payroll Review Board cannot reach a unanimous decision, the disputed claim may be presented to a mutually agreeable third person, who need not be an arbitrator, for a decision. If the Payroll Review Board is unable to agree on a third person, the winner of a coin toss will select the third person.

4. The remedies afforded in paragraphs 2 and 3 do not apply if there is a bona fide dispute concerning the underlying pay.

5. **Collective Bargaining Agreement:** The Payroll Review Process is separate from and not subject to the grievance process outlined in the collective bargaining agreements covering the employees represented by the Guild. Matters submitted to the Payroll Review Board may not be submitted to the collective bargaining agreement grievance process. Disputes arising out of the collective bargaining agreement, that meet the contractual definition of a "grievance", remain subject to the contractual grievance process.

6. This agreement, along with the collective bargaining agreements as modified by this agreement, and relevant current MOUs modifying the collective bargaining agreement, constitute the full and complete agreement between the parties with respect to payment of wages in the KCSO, and a payroll dispute resolution process in the KCSO.

## ADDENDUM C

March 5, 1990/ae  
0641F/CM/pb/ae

Introduced by: Paul Barden

Proposed No.: 89-595

MOTION NO. 7854

A MOTION establishing a Police Officer's Bill of Rights for all persons in the field of public law enforcement; and rescinding Motion No. 1169.

WHEREAS, it shall be the policy of King County that all persons in the field of public law enforcement, juvenile and adult detention shall be entitled to the protection of the provisions contained herein of what shall hereafter be referred to as the "Police Officer's Bill of Rights."

NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County Police, Juvenile and Adult Detention and Correction Officers' Bill of Rights shall have the following provisions:

A. Every employee who becomes the subject of an internal investigation shall be advised at the time of the interview that s/he is suspected of:

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

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

1  
2 C. The employee under investigation must at the time of  
3 an interview be informed of the name of the officer in charge  
4 of the investigation and the name of the officer who will be  
5 conducting the interview.

6 D. The employee shall be informed in writing of the  
7 nature of the major investigation and whether s/he is a witness  
8 or suspect before any interview commences, including  
9 information necessary to reasonably apprise him/her of the  
10 allegations of such complaints.

11 E. The interview of an employee shall be at a reasonable  
12 hour, preferably when the employee is on duty unless the  
13 exigencies of the interview dictate otherwise. Whenever  
14 possible interviews shall be scheduled during the normal work  
15 day of the county.

16 F. The employee may request that a major investigation  
17 interview be recorded, either mechanically and/or by a  
18 stenographer. There can be no "off-the-record" questions.  
19 Upon request, the employee under a major investigation shall be  
20 provided an exact copy of any written statements s/he has signed  
21 or of a verbatim transcript of any interview.

22 G. Interviewing shall be completed within a reasonable  
23 time, and shall be done under circumstances devoid of  
24 intimidation or coercion. In all major investigation  
25 interviews the employee shall be afforded an opportunity and  
26 facilities to contact and consult privately with an attorney of  
27 his/her own choosing before being interviewed. The employee  
28 shall be entitled to such reasonable intermissions as s/he  
29 shall request for personal necessities, meals, telephone calls,  
30 and rest periods.

31 H. All interviewing shall be limited in scope to  
32 activities, circumstances, or events which pertain to the  
33 employee's conduct or acts which may form the basis for  
disciplinary action under one or more of the categories  
contained in Paragraph 2 herein.

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

Motion No. 1169 is hereby rescinded.

PASSED this 5<sup>th</sup> day of March, 1990

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chairperson

ATTEST:

Arnold A. Peltz  
Clerk of the Council