

COLLECTIVE BARGAINING AGREEMENT

between

KING COUNTY

and

King County Police Officers Guild

Representing Employees in the
King County Sheriff's Office

**Effective
January 1, 2005 through December 31, 2007**

[290]

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**

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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
7 to 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.

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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
17 time 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
20 or 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, and
22 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
11 policies 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
14 practices, after discussion with the Guild, where those policies or practices do not concern mandatory
15 subjects 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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<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

22 9, Section 3.

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

24 Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the

25 holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls

26 on Sunday. Work performed on the day of observance shall be at one and one-half (1-1/2) times the

27 regular rate of pay in addition to the holiday pay. Holiday pay shall be paid from 12:00 p.m. on the

28 day the holiday is observed through 11:59 p.m. of that same day (e.g. an employee going to work at

1 10:00 p.m. on December 24, who works an eight (8) hour shift receives two hours at straight time and
2 six hours at double time and one half).

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

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

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

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<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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23 **Section 2. Probationary Employees.** At the end of six (6) months of continuous employment
24 with the Department in pay status, employees shall receive six (6) days of vacation credit.
25 Probationary employees are not entitled to the use of vacation hours during the first six (6) months of
26 employment.

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 incentive pay but shall not include any
16 other premium pay as set forth in Article 7. The hourly rate shall be determined by dividing the
17 annual rate of pay by the number of work hours in that year. For example, there are 2088 hours of
18 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
21 Ordinance.

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
14 equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be
15 deducted 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
18 Board 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,
25 of 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
7 have exhausted their SLLB may receive up to ten (10) days of paid leave per year to be used in lieu
8 of sick 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; 2) the
10 relationship of the immediate family member; and 3) a statement indicating that no other person is
11 available and/or capable of providing care for the ill or injured family member. In addition, family
12 care leave shall be approved for accompanying or transporting immediate family members to and
13 from a hospital or to medical or dental appointments, providing the immediate family member is a
14 minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's
15 aid. Up to one day's leave may be authorized for an employee to be at the hospital on the day of the
16 birth of his/her child in addition to the six (6) days mentioned above.

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

20 **d) Immediate Family.** For purposes of Section 4(a) and (b) of this Article, immediate
21 family means persons related by blood or marriage to an employee as follows: grandparent, parent,
22 spouse, child including, legally adopted child, sibling, grandchild, and any persons for whose
23 financial or physical care the employee is principally responsible including domestic partners as
24 defined by King County Ordinance.

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

1 the 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
5 entire year. An employee shall not accrue sick leave while not in pay status. The employee is not
6 entitled to sick leave if not previously earned. Sick leave shall not begin to accrue until the first of
7 the month following the month in which the employee commenced employment. If the County
8 Council adopts an ordinance that provides for sick leave accrual to begin upon the first day of
9 employment, the parties agree that such change shall be applied to bargaining unit members hired on
10 or after the 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. Employees who take
2 unpaid leave for medical or family purposes will not have their seniority date adjusted.

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

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

7 **Section 7. Doctor's Certificate.** Management is responsible for the proper administration of
8 this benefit. A doctor's certificate verifying illness or inability to perform work may be required of
9 an employee for any sick leave use when the County has cause to believe there has been an abuse of
10 sick leave. The County will make a reasonable effort to notify an employee prior to his/her return to
11 work that a doctor's certificate will be required. In addition, after an absence of three (3) or more
12 days, the County may require the employee to submit a doctor's certification for leaves that may
13 qualify as family or medical leave pursuant to Section 13 of this Article.

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

18 **Section 9. Denial of Sick Leave for Outside Employment.** Sick leave because of an
19 employee's physical incapacity will not be approved when the injury is directly traceable to
20 simultaneous employment other than with the County of King, unless performing his/her
21 responsibilities as a deputy.

22 **Section 10. Sick Leave Cashout Upon Retirement or Death.** King County will cashout thirty-
23 five (35) percent of an employee's unused, accumulated sick leave, if the employee has at least five
24 (5) years of service and also: (1) takes a regular retirement with full benefits as a result of length of
25 service or early retirement at age 50, with twenty (20) years of service, under the LEOFF 2
26 Retirement System; (2) terminates County service by death; or (3) terminates County service after
27 twenty-five (25) years of service for any reason. All payments shall be made in cash, based on the
28 employee's base rate as set forth in Addendum "A".

1 **Section 11. Sick Leave Incentive.** In January of each calendar year, employee sick leave,
2 family leave and disability leave usage will be reviewed. Regular, full-time employees who have
3 used sixteen (16) or less hours of personal or family care sick leave in the preceding calendar year
4 and who have been continuously employed during that entire calendar year, shall be rewarded by
5 having sixteen (16) additional hours credited to their regular vacation account. Employees who have
6 used more than sixteen but less than thirty-three (33) combined leave hours shall have eight (8)
7 additional hours credited to their regular vacation account. The additional vacation credits specified
8 herein shall not affect accrued sick leave amounts. In calculating this benefit, sick leave used for on-
9 duty injuries or occupational illness shall not be counted.

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

13 **Section 13. Family Care, Death, and Extended Medical Leave.**

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

26 b) **Family Care Leave.** Employees may use sick leave for family care purposes in
27 accordance with King County Ordinance and State Law. Qualified employees may take an unpaid
28 leave of absence to care for a family member or in the event of the birth, adoption or placement by

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

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

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

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

23 **Section 15. Special Worker's Compensation Supplement.** The County will provide a Special
24 Worker's Compensation Supplement to LEOFF II Deputies who are injured on the job, maintain
25 eligibility for Worker's Compensation and are unable to work (as determined by the County's Safety
26 and Claims Management Division) for a period exceeding six (6) consecutive months, but not to
27 exceed twelve (12) consecutive months; provided that the officer's condition is the result of an injury
28 occurring during the search, arrest or detention of any person/place, or during the attempt to search,

1 arrest or detain any person/place or occurring when an officer is involved in an emergency response
2 to a request for service.

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

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

1 **ARTICLE 7: WAGE RATES**

2 **Section 1. Wages.**

3 a) Wage rates for 2005 shall be as specified in Addendum "A." Addendum "A" -
4 2005 reflects an increase of three (3) percent over the rates paid on December 31, 2004. This
5 increase is effective January 1, 2005.

6 b) Effective January 1, 2006 wage rates in effect on December 31, 2005 shall be
7 increased by three (3) percent. Addendum "A" - 2006 reflects an increase of three (3) percent over
8 the rates paid on December 31, 2005. This increase is effective January 1, 2006.

9 c) Effective January 1, 2007, wage rates in effect on December 31, 2006 shall be
10 increased by three (3) percent. Addendum "A" - 2007 reflects an increase of three (3) percent over
11 the rates paid on December 31, 2006. This increase is effective January 1, 2007.

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

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

18 **Section 4. Motorcycle Patrol.** Employees assigned to Motorcycle Patrol for at least one (1)
19 full month will receive an additional three (3) percent per month of the Deputy Step 4, Addendum
20 "A" for all time while so assigned.

21 **Section 5. Plain Clothes Premium.** Employees not required to wear a uniform for at least
22 one (1) full month will receive an additional four (4) percent per month of the Deputy Step 4,
23 Addendum "A" for all time while so assigned.

24 **Section 6. Skin Divers.** Employees assigned as Skin Divers continuously for at least one (1)
25 full month will receive an additional ten (10) percent per month of the Deputy Step 4, Addendum
26 "A" for all time while so assigned.

27 **Section 7. K-9 Unit.** Qualified dog handlers assigned to the K-9 unit in the field will receive
28 additional ten (10) percent per month of the Deputy Step 4 Addendum "A" for the proper caring,

1 grooming, feeding and exercise of the animal assigned, while so assigned.

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

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

9 **Section 10. TAC 30 Pay.** Employees assigned to the TAC 30 team for at least one (1) full
10 month will receive an additional ten (10) percent of the Deputy Step 4, Addendum “A” rate each
11 month while so assigned.

12 **Section 11. Clandestine Drug Lab Team.** Employees assigned to the Clandestine Drug Lab
13 Team for at least one (1) full month will receive an additional ten (10) percent of the Deputy Step 4,
14 Addendum “A” rate each month while so assigned.

15 **Section 12. Detective Pay.** Employees assigned for at least one (1) full month as a Detective,
16 will receive an additional four (4) percent per month of the Deputy Step 4, Addendum “A” for all
17 time while so assigned. Effective January 1, 2001, employees assigned for at least one (1) full month
18 as a Detective will receive an additional six (6) percent per month of the Deputy Step 4, Addendum
19 “A” rate for all time while so assigned. This section applies to detectives and sergeants assigned to a
20 precinct or contract city detective unit, all units within the Criminal Investigations Division, the Civil
21 Process Unit, IIU and any detective working in any other unit or position designated by the
22 Department as a detective position.

23 **Section 13. Contract City Chief.** Effective January 1, 2000, any sergeant assigned by the
24 Sheriff as a Chief in a contract city for at least one (1) full month, on either a full or part-time basis,
25 will receive an additional ten (10) percent per month of their base rate. Employees so assigned serve
26 at the discretion of the Sheriff.

27 **Section 14. Field Training Officer (FTO) Program.** For each day an FTO trains a recruit, the
28 FTO will receive as compensation either an hour of straight time pay or one hour of vacation time. A

1 request for FTO compensation must be submitted in the same manner as a request for overtime pay.
2 In each submittal for FTO compensation, the FTO must specify whether s/he wants to receive an
3 additional hour of straight time pay or an hour of vacation time. Sergeants who are assigned as the
4 Precinct Phase 2 FTO Sergeant on a full time basis will receive two and one half (2-1/2) percent
5 above Step 3 of the Sergeant's pay range while so assigned. When applicable, FTOs will collect
6 patrol pay simultaneously with FTO compensation.

7 **Section 15. Dual Certification Premium.** Employees assigned to the airport who have
8 successfully completed Phase III of the FTO program and have also become ARFF accredited will
9 receive an additional three (3) percent per month of the Deputy Step 4, Addendum "A" rate for all
10 time, while so assigned.

11 **Section 16. Fire Prevention Coordinator.** Employees assigned for at least one (1) full month
12 to this position will receive an additional ten (10) percent of their base wage while so assigned.

13 **Section 17. Airport Training Coordinator.** Employees assigned for at least one (1) full
14 month to this position will receive an additional ten (10) percent of their base wage while so
15 assigned.

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

18 **Section 19. Reinstatement.** Employees who leave service with the King County Sheriff's
19 Office and return to service within two (2) calendar years shall, upon reinstatement, be compensated
20 consistent with the Department's Lateral Hire Policy and Section 20, of this Article. All reinstated
21 employees will serve a one (1) -year probation period upon reinstatement.

22 **Section 20. Lateral Hires.** The Department may hire officers with prior law enforcement
23 experience at a rate not to exceed where the officer would be placed on the wage scale had all of
24 his/her prior experience been with King County.

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

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

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

12 1. It is unduly disruptive to the operations of the King County Sheriff's Office
13 for employees to give less than seventy-two (72) hours written notice of their intent to use up to two
14 (2) days of compensatory time off and an additional day of notice for every consecutive
15 compensatory day off thereafter. This section shall be construed so that, for instance, the use of five
16 (5) consecutive days of compensatory time off will require that the employee give the Department a
17 minimum of six (6) days written notice of their intent to do so.

18 2. On the first payroll period of July of each year, the Department may cash
19 out any compensatory time still on the books for which an employee has not provided the written
20 notice required above.

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

26 **Section 2. Callouts.** A minimum of two (2) hours at the overtime rate shall be allowed for
27 each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed
28 at the overtime rate. The actual hours worked shall be computed from the time the officer leaves

1 home until the time the officer returns home, such time to be computed using the most direct route
2 available. The provisions of this section apply only when an officer is required to return to work
3 during a time he/she is not normally scheduled to work. The term “required” shall not extend to
4 situations where employees are asked to sign-up for specific Departmental overtime assignments in
5 advance of the day to be worked or to voluntary, non-operational overtime assignments such as
6 Parks, Fair, SIR, Elections, etc. If the overtime is worked immediately prior to the normal scheduled
7 shift, overtime shall be paid according to Section 1 herein and the regular shift shall be compensated
8 at the regular rate. Similarly, if an officer is required to work beyond his or her scheduled shift,
9 overtime shall be paid as per Section 1.

10 **Section 3. Authorization of Overtime.** All overtime shall be paid when an officer is required
11 or allowed to work. Time worked shall include telephone calls over ten (10) minutes in length
12 regarding Department business. Saturday and Sunday work is not contractual overtime when it is a
13 regularly scheduled work day. All overtime shall be authorized by the Department director or his
14 designee in advance.

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

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

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

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

28 **c)** Officers who are subpoenaed and scheduled by the court and who appear for court

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

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

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

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

22 f) In addition to the provisions of subsections a through e above, officers subpoenaed
23 to court outside King County which requires travel and/or lodging during off-duty hours will be
24 compensated at the standby rate (fifty (50) percent of the normal hourly rate) for all time spent
25 outside the normal duty hours to a maximum of eight (8) hours for each twenty-four (24) hour period.

26 **Section 5. Mileage.** Mileage will not be paid for attendance at King County Courts.

27 **Section 6. Work Week.** For the purpose of calculating contractual overtime compensation, an
28 employee's work week shall be defined as beginning with the first day of work after a furlough day

1 and continuing for a total of seven (7) consecutive days. Regularly assigned furlough days count as
2 furlough days even if worked. Also, the work day shall be defined as beginning with the first hour of
3 work and continuing for a total of twenty-four (24) consecutive hours.

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

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

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

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

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

25 (1) Any dates or times the officer will be unavailable for trial during the week;

26 (2) The deputies’ willingness to accept a plea bargain, and;

27 (3) Any additional information the prosecutor should know about the case.

28 A phone recorder is available in every district court office; officers are not required to make

1 this call during their off-duty hours. Officers may notify the Prosecutor in writing or in person of the
2 above information. Once the case has been given a specific trial date, the Deputy Prosecuting
3 Attorney, will fax the court appearance schedule to the precinct. The officer and the officer's
4 supervisor will be informed of the specific trial date information. The trial information will also be
5 on the phone recorder at the Prosecutor's office; officers may call this number directly during duty
6 hours for trial information.

7 d) Bench Trials. Officers shall call during duty hours, when possible, the appropriate
8 district court messaging system at least one day before trial, and;

9 (1) Confirm the officer will attend court;

10 (2) The deputies willingness to accept a plea bargain, and;

11 (3) Any additional information the Prosecutor should know about the case.

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

16 **Section 8.** Court Overtime for Lateral Hires. Lateral hires from within the State of
17 Washington will be compensated for their court appearances, in their prior jurisdiction, in accordance
18 with this Article.

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

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

26 **Section 9.** Court Overtime During Vacations. For vacations in excess of one week, furlough
27 days which fall in the middle of a vacation period or on the ends of a scheduled vacation are
28 considered vacation days for purposes of calculating court overtime minimums.

1 **Section 10. Standby.** The employer and the Guild agree that the use of off-duty standby time
2 shall be minimized consistent with sound law enforcement practices and the maintenance of public
3 safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees
4 formally placed on off duty standby status for unusual occurrences shall be compensated on the basis
5 of 50% of straight time pay. If the employee is actually called back to work, the off duty standby
6 premium shall cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned
7 to County vehicles shall not be deemed as being on standby status unless specifically assigned to
8 standby status.

9 **Section 11. 7-k Exemption.** Except for any other provisions of this Article, the Guild grants
10 to King County the right to pay overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and
11 RCW 49.46.130(4). The right to pay overtime under this section shall include, but not be limited to,
12 those employees who perform work for the Department of Natural Resources and Parks and the
13 Department of 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.

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

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

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

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

16 d) The scheduling of training shall be subject to the two (2) week shift change
17 requirements of Section 1.

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

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

1 Family and Youth Services Sergeant, School Resources Officer (SRO), the Civil Process Unit, and
2 any other assignments mutually agreed to by the Guild and the County. Employees who work in
3 these assignments shall be paid overtime only:

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

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

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

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

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

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 dependents.

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

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

- 13 a) Gather and share information with respect to benefit related issues;
- 14 b) Consider and agree to changes in health insurance benefits (including but not
15 limited to medical, dental and vision plans) provided the committee cannot make changes that will
16 cost King County more than maintaining the current plan; and
- 17 c) Discuss (but not negotiate) other benefit related issues as agreed upon by the
18 parties, including but not limited to a VEBA or HSA plan.
- 19 d) The parties may mutually agree, in writing, to bargain changes to the current health
20 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
16 representatives a reasonable amount of time while on duty status to consult with appropriate
17 management officials and/or aggrieved employees, provided that the Guild representatives and/or
18 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
19 to be conducted, and request necessary time without undue interference with assignment duties.
20 With management approval, the President and Vice President of the Guild shall be allowed to flex
21 their work schedules so as to perform the above duties on work time. Guild representatives shall
22 guard against use of 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
27 so 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
14 on the graveyard shift can obtain the ammunition upon request. Each eligible employee shall be
15 allowed to draw a two (2) -month supply of rounds at a time, provided, however, that any
16 ammunition drawn 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
26 periodically the department issued uniforms, vehicles and equipment. Selection of this committee
27 shall be through agreement of the Sheriff and the Guild President, and the committee shall meet at
28 least once per year. The committee shall review the Sheriff’s Office uniforms, vehicles and

1 equipment and shall make recommendations to the Sheriff, who shall have final decision-making
2 authority on the 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
5 so 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.

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

1 agreed upon service. The arbitrator will be selected from the list by both the County representative
2 and the Guild, each alternately striking a name from the list until one name remains. The arbitrator,
3 who shall conduct the arbitration in accordance with the Voluntary Rules for Labor Arbitration, shall
4 be asked to render a decision in accordance with those rules and the decision of the arbitrator shall be
5 final and 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
21 those instances where disciplinary action is based on reasonable evidence of the commission of a
22 crime or the proposed discipline involves suspension or termination of the employee, Step 3 of the
23 Grievance Procedure will be initiated immediately, and the Human Resources Division of the
24 Department of Executive Services shall render a decision within twenty (20) working days of the date
25 the employee is accused of the violation or is relieved of duty. Employees who have been relieved of
26 duty may request and shall have approved the utilization of accrued vacation comp time and/or
27 holiday hours.

28 **Section 5. Just Cause Standard.** No employee may be discharged, suspended without pay or

1 disciplined in any way except for just cause. The County will employ the concept of progressive
2 discipline.

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

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

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

21 **Section 8. Nondiscrimination.** Claims of unlawful discrimination shall not be processed in
22 accordance with the grievance procedure denominated herein, but must be pursued privately by
23 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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ARTICLE 14: SAVINGS CLAUSE

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

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.

ARTICLE 16: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter 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 Addendum B.

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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
21 such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls
22 and 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.

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1 **ARTICLE 20: DURATION**

2 This contract shall remain in full force and effect from January 1, 2005 through December 31,
3 2007.

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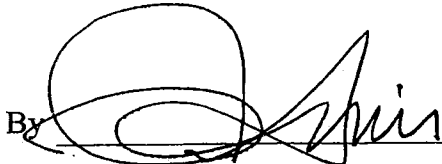
APPROVED this 16th day of November, 2004

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King County Executive

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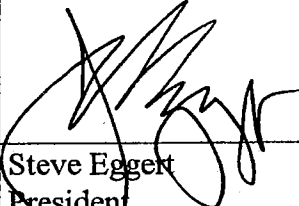
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SIGNATORY ORGANIZATION:

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Steve Eggert
President
King County Police Officers Guild

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1 **2005 ADDENDUM "A"**

2 **Section 1. Wage Rates:**

3 Effective January 1, 2005, Wage rates shall be in accordance with the following schedules.

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5 **Salary Schedule for Deputies**
6 **3.0% Increase over 2004 rates**

	Annual	Monthly	Semi-Monthly	Hourly
7 Step 1 - Start	\$44,345.52	\$3,695.46	\$1,847.73	\$21.3200
8 Step 2 – 12 months	\$49,697.04	\$4,141.42	\$2,070.71	\$23.8928
9 Step 3 – 24 months	\$54,112.80	\$4,509.40	\$2,254.70	\$26.0158
10 Step 4 – 36 months	\$56,614.08	\$4,717.84	\$2,358.92	\$27.2183
11 Step 5 – 48 months	\$59,007.84	\$4,917.32	\$2,458.66	\$28.3691
12 Step 6 – 60 months	\$62,093.28	\$5,174.44	\$2,587.22	\$29.8525

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16 **Salary Schedule for Sergeants**

	Annual	Monthly	Semi-Monthly	Hourly
17 Start	\$66,668.64	\$5,555.72	\$2,777.86	\$32.0522
18 6 months	\$68,902.32	\$5,741.86	\$2,870.93	\$33.1261
19 12 months	\$71,401.92	\$5,950.16	\$2,975.08	\$34.3279
20 After 4 years	\$73,187.28	\$6,098.94	\$3,049.47	\$35.1862
21 After 8 years	\$75,017.04	\$6,251.42	\$3,125.71	\$36.0659

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

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

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

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

Section 2. Longevity Pay:

Employees covered by this Agreement shall receive longevity 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

NOTE: The above percentage rates are based upon the Step 4 Deputy rate.

Longevity Pay			
Percentage	Monthly	Semi-Monthly	Hourly
1	\$47.18	\$23.59	\$0.2722
2	\$94.36	\$47.18	\$0.5444
3	\$141.52	\$70.76	\$0.8165
4	\$188.70	\$94.35	\$1.0887
5	\$235.88	\$117.94	\$1.3609
6	\$283.08	\$141.54	\$1.6331
7	\$330.26	\$165.13	\$1.9053
8	\$377.44	\$188.72	\$2.1775
9	\$424.60	\$212.30	\$2.4496
10	\$471.78	\$235.89	\$2.7218

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with following schedule:

4

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

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10 NOTE: The above percentage rates are based upon the Step 2 Deputy rate.

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Education Incentive Pay			
Percentage	Monthly	Semi-Monthly	Hourly
12 1	\$41.40	\$20.70	\$0.2389
13 2	\$82.84	\$41.42	\$0.4779
14 3	\$124.24	\$62.12	\$0.7168
15 4	\$165.66	\$82.83	\$0.9557
16 5	\$207.06	\$103.53	\$1.1946
17 6	\$248.50	\$124.25	\$1.4336

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21 **Section 4. Retirement Calculations:**

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

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

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Premium Pays			
Premium	Monthly	Semi-Monthly	Hourly
Bomb Squad	\$471.78	\$235.89	\$2.7218
Plain Clothes	\$188.70	\$94.35	\$1.0887
Flight Pay	\$471.78	\$235.89	\$2.7218
Drug Lab Pay	\$471.78	\$235.89	\$2.7218
K-9 Pay	\$471.78	\$235.89	\$2.7218
Motorcycle	\$141.52	\$70.76	\$0.8165
FTO Sergeant	\$148.76	\$74.38	\$0.8582
Master Police Officer	\$258.72	\$129.36	\$1.4926
Patrol Premium	\$47.18	\$23.59	\$0.2722
Skin Diver	\$471.78	\$235.89	\$2.7218
Tac-30	\$471.78	\$235.89	\$2.7218
Detective Pay	\$283.08	\$141.54	\$1.6331
Dual Certification	\$141.52	\$70.76	\$0.8165
Contract City Chief	10% of <i>Their</i> Base Rate		
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate		
Airport Training Coordinator	10% of <i>Their</i> Base Rate		

1 **2006 ADDENDUM "A"**

2 **Section 1. Wage Rates:**

3 Effective January 1, 2006, Wage rates shall be in accordance with the following schedules.

4

5 **Salary Schedule for Deputies**
6 **3.0% Increase over 2005 rates**

	Annual	Monthly	Semi-Monthly	Hourly
7 Step 1 - Start	\$45,676.08	\$3,806.34	\$1,903.17	\$21.9596
8 Step 2 – 12 months	\$51,187.92	\$4,265.66	\$2,132.83	\$24.6096
9 Step 3 – 24 months	\$55,736.40	\$4,644.70	\$2,322.35	\$26.7963
10 Step 4 – 36 months	\$58,312.32	\$4,859.36	\$2,429.68	\$28.0348
11 Step 5 – 48 months	\$60,778.08	\$5,064.84	\$2,532.42	\$29.2202
12 Step 6 – 60 months	\$63,956.16	\$5,329.68	\$2,664.84	\$30.7481

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16 **Salary Schedule for Sergeants**

	Annual	Monthly	Semi-Monthly	Hourly
17 Start	\$68,668.80	\$5,722.40	\$2,861.20	\$33.0138
18 6 months	\$70,969.44	\$5,914.12	\$2,957.06	\$34.1199
19 12 months	\$73,544.16	\$6,128.68	\$3,064.34	\$35.3577
20 After 4 years	\$75,383.04	\$6,281.92	\$3,140.96	\$36.2418
21 After 8 years	\$77,267.76	\$6,438.98	\$3,219.49	\$37.1479

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

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

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

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

Section 2. Longevity Pay:

Employees covered by this Agreement shall receive longevity 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

NOTE: The above percentage rates are based upon the Step 4 Deputy rate.

Longevity Pay			
Percentage	Monthly	Semi-Monthly	Hourly
1	\$48.58	\$24.29	\$0.2803
2	\$97.18	\$48.59	\$0.5607
3	\$145.78	\$72.89	\$0.8410
4	\$194.38	\$97.19	\$1.1214
5	\$242.96	\$121.48	\$1.4017
6	\$291.56	\$145.78	\$1.6821
7	\$340.14	\$170.07	\$1.9624
8	\$388.76	\$194.38	\$2.2428
9	\$437.34	\$218.67	\$2.5231
10	\$485.94	\$242.97	\$2.8035

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with following schedule:

4

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

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10 NOTE: The above percentage rates are based upon the Step 2 Deputy rate.

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Education Incentive Pay			
Percentage	Monthly	Semi-Monthly	Hourly
12 1	\$42.66	\$21.33	\$0.2461
13 2	\$85.32	\$42.66	\$0.4922
14 3	\$127.98	\$63.99	\$0.7383
15 4	\$170.62	\$85.31	\$0.9844
16 5	\$213.28	\$106.64	\$1.2305
17 6	\$255.94	\$127.97	\$1.4766

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21 **Section 4. Retirement Calculations:**

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

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

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Premium Pays			
Premium	Monthly	Semi-Monthly	Hourly
Bomb Squad	\$485.94	\$242.97	\$2.8035
Plain Clothes	\$194.38	\$97.19	\$1.1214
Flight Pay	\$485.94	\$242.97	\$2.8035
Drug Lab Pay	\$485.94	\$242.97	\$2.8035
K-9 Pay	\$485.94	\$242.97	\$2.8035
Motorcycle	\$145.78	\$72.89	\$0.8410
FTO Sergeant	\$153.20	\$76.60	\$0.8839
Master Police Officer	\$266.48	\$133.24	\$1.5374
Patrol Premium	\$48.58	\$24.29	\$0.2803
Skin Diver	\$485.94	\$242.97	\$2.8035
Tac-30	\$485.94	\$242.97	\$2.8035
Detective Pay	\$291.56	\$145.78	\$1.6821
Dual Certification	\$145.78	\$72.89	\$0.8410
Contract City Chief	10% of <i>Their</i> Base Rate		
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate		
Airport Training Coordinator	10% of <i>Their</i> Base Rate		

2007 ADDENDUM "A"

Section 1. Wage Rates:

Effective January 1, 2007, Wage rates shall be in accordance with the following schedules.

Salary Schedule for Deputies 3.0% Increase over 2006 rates				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 - Start	\$47,227.20	\$3,935.60	\$1,967.80	\$22.6184
Step 2 – 12 months	\$52,926.48	\$4,410.54	\$2,205.27	\$25.3479
Step 3 – 24 months	\$57,629.28	\$4,802.44	\$2,401.22	\$27.6002
Step 4 – 36 months	\$60,292.56	\$5,024.38	\$2,512.19	\$28.8758
Step 5 – 48 months	\$62,842.08	\$5,236.84	\$2,618.42	\$30.0968
Step 6 – 60 months	\$66,127.92	\$5,510.66	\$2,755.33	\$31.6705

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$71,000.88	\$5,916.74	\$2,958.37	\$34.0042
6 months	\$73,379.52	\$6,114.96	\$3,057.48	\$35.1435
12 months	\$76,041.60	\$6,336.80	\$3,168.40	\$36.4184
After 4 years	\$77,943.12	\$6,495.26	\$3,247.63	\$37.3291
After 8 years	\$79,891.68	\$6,657.64	\$3,328.82	\$38.2623

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

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

Section 2. Longevity Pay:

Employees covered by this Agreement shall receive longevity 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

NOTE: The above percentage rates are based upon the Step 4 Deputy rate.

Longevity Pay			
Percentage	Monthly	Semi-Monthly	Hourly
1	\$50.26	\$25.13	\$0.2888
2	\$100.48	\$50.24	\$0.5775
3	\$150.74	\$75.37	\$0.8663
4	\$200.98	\$100.49	\$1.1550
5	\$251.22	\$125.61	\$1.4438
6	\$301.46	\$150.73	\$1.7325
7	\$351.70	\$175.85	\$2.0213
8	\$401.96	\$200.98	\$2.3101
9	\$452.20	\$226.10	\$2.5988
10	\$502.44	\$251.22	\$2.8876

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with following schedule:

4

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

8
9

10 NOTE: The above percentage rates are based upon the Step 2 Deputy rate.

11

Education Incentive Pay			
Percentage	Monthly	Semi-Monthly	Hourly
12 1	\$44.10	\$22.05	\$0.2535
13 2	\$88.22	\$44.11	\$0.5070
14 3	\$132.30	\$66.15	\$0.7604
15 4	\$176.42	\$88.21	\$1.0139
16 5	\$220.52	\$110.26	\$1.2674
17 6	\$264.64	\$132.32	\$1.5209

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21 **Section 4. Retirement Calculations:**

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

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

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Premium Pays			
Premium	Monthly	Semi-Monthly	Hourly
Bomb Squad	\$502.44	\$251.22	\$2.8876
Plain Clothes	\$200.98	\$100.49	\$1.1550
Flight Pay	\$502.44	\$251.22	\$2.8876
Drug Lab Pay	\$502.44	\$251.22	\$2.8876
K-9 Pay	\$502.44	\$251.22	\$2.8876
Motorcycle	\$150.74	\$75.37	\$0.8663
FTO Sergeant	\$158.42	\$79.21	\$0.9105
Master Police Officer	\$275.52	\$137.76	\$1.5835
Patrol Premium	\$50.26	\$25.13	\$0.2888
Skin Diver	\$502.44	\$251.22	\$2.8876
Tac-30	\$502.44	\$251.22	\$2.8876
Detective Pay	\$301.46	\$150.73	\$1.7325
Dual Certification	\$150.74	\$75.37	\$0.8663
Contract City Chief	10% of <i>Their</i> Base Rate		
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate		
Airport Training Coordinator	10% of <i>Their</i> Base Rate		

ADDENDUM B
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND THE
KING COUNTY POLICE OFFICERS GUILD
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS 117
REGARDING KING COUNTY SHERIFF'S OFFICE
AIRPORT POLICE/AIRCRAFT RESCUE FIREFIGHTING OFFICERS

Whereas, currently Teamsters 117 represents Airport Police/Aircraft Rescue Firefighting Officers ("ARFF") officers at the King County Airport; and

Whereas, the parties desire to transfer the work represented by Teamsters 117 to the King County Police Officers Guild.

Therefore, the parties agree as follows:

- 1. Transfer of Bargaining Unit.** Effective upon ratification of this agreement by the King County Council, the union representation of ARFF officers will transfer from Teamsters Local 117 to the King County Police Officers Guild. Teamsters 117 agrees to abandon any representation claim to ARFF officers at the King County Airport. The existing collective bargaining agreement between Teamsters 117 and King County shall be void.
- 2. Choice of Full or Limited Commission.** As soon as possible after ratification of this agreement, all ARFF officers will be given a choice of the following:
 - a. Becoming fully commissioned and thereafter becoming members of the LEOFF II retirement system; or
 - b. Remaining limited commissioned and remaining members of their current retirement system (PERS I or PERS II).
- 3. KCPOG Contract Coverage.** Employees choosing option 2.a) above 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 of 2001 (the "Guild Contract") except those that specifically apply to LEOFF I officers.
- 4. New KCPOG ARFF Contract.** Employees choosing option 2.b) above shall be part of a new bargaining unit (the "Airport Unit") represented by the King County Police Officers Guild (the "Union"). They shall be covered by an agreement consisting of all those provisions of the Guild Contract except those that specifically apply to LEOFF I Officers. Such agreement shall be coterminous with the Guild Contract. As limited commissioned employees, the Airport Unit shall not be eligible for interest arbitration.

5. Future Transfer of ARFF Work. As limited commissioned employees depart the Airport Unit, through retirement or otherwise, their work will be transferred to fully commissioned Deputy Sheriffs under the Guild Contract. Provided that subsequent Sergeant positions vacated by the departure of any Sergeant assigned to the airport will be filled consistent with Point 13 below.

6. Corporal Classification. The classification of Airport Corporal shall be eliminated as a Civil Service job classification. Current Corporals shall become either fully commissioned Deputies or limited commissioned Officers. They shall be placed at the same Step on the deputy or officer salary range that they currently occupy on the Corporal salary range. In the future, employees assigned as Fire Prevention Coordinator or Airport Training Coordinator, shall receive a premium of ten percent (10%) on their base wage.

7. Medical Benefits. As soon as practicable after ratification of this agreement, all fully commissioned Deputies and limited commissioned ARFF Officers shall both move to existing Guild medical/dental plans.

8. Seniority Calculation For Layoffs.

- a. For limited commissioned Officers in the Airport Unit, all time spent as an ARFF Officer shall count as time earned toward seniority under Article 17 of the new KCPOG ARFF Contract.
- b. For fully commissioned Deputies, bargaining unit seniority under Article 17 shall start to accrue upon their transfer to status of fully commissioned.
- c. Fully commissioned Deputies (former ARFF Officers) assigned to the airport as of the day of implementation of this agreement (Airport Deputies) shall not be eligible to bump into a position outside the airport unless they have successfully completed Phase III of the Field Training Program.
- d. 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.
- e. 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.

9. Car Per Officer. Both fully commissioned Deputies choosing options 2a. above and limited commissioned ARFF officers choosing option 2b above, 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. However, it is unlikely that such training opportunities will be available in 2002. 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.

10. Dual Certification Premium. Employees assigned to the airport that have successfully completed Phase III of the FTO program and have also become ARFF accredited will receive an additional three percent (3%) per month of the Deputy Step 4, for all time while so assigned.

11. Deputy Transfers To Work Sites Outside The Airport. Should a Deputy Sheriff (transitioned from PERS II) 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.

12. 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 Union and the employer will meet and confer regarding the length of the commitment of the involuntarily assigned employee.

13. Sergeant Openings. Following ratification of this agreement, for the next opening for Sergeant at the airport, the Department retains the right to limit the pool of applicants to PERS I

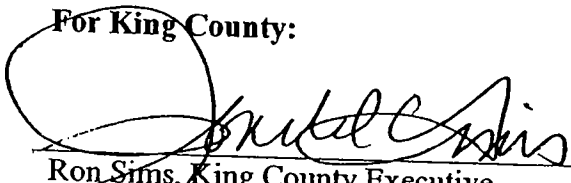
eligible ARFF officers. All subsequent openings for Sergeant shall be filled consistent with Department practice for LEOFF eligible Sergeant openings.

14. Laundry. Former ARFF Officers who decide to become Fully Commissioned Deputies under Section 2 above shall be responsible for the costs of laundering their own uniforms.

15. Longevity. Both Limited Commissioned ARFF Officers and Fully Commissioned Deputies will retain their seniority for purposes of calculating longevity premiums under the Guild Contract and the Airport Unit contract.

16. Single Employee Bargaining Unit. At such time as only one employee is covered by the Airport Unit, the County and the Guild will meet to discuss the representation ramifications.

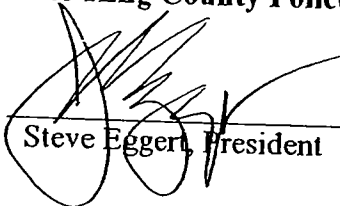
For King County:



Ron Sims, King County Executive

May 2, 2002
Date

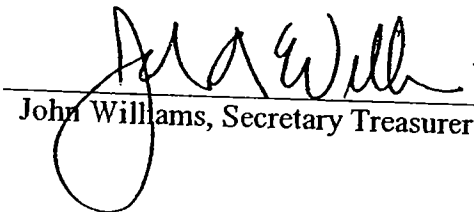
For King County Police Officers' Guild:



Steve Egert, President

May 9, 2002
Date

For Teamsters Local 117:



John Williams, Secretary Treasurer

4-25-02
Date

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)**