

AGREEMENT BETWEEN
PUGET SOUND POLICE MANAGERS ASSOCIATION
AND
KING COUNTY
REPRESENTING MAJORS

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**AGREEMENT BETWEEN
PUGET SOUND POLICE MANAGERS ASSOCIATION
AND
KING COUNTY
REPRESENTING MAJORS**

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (County) and the Puget Sound Police Managers Association (Association). This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees and to set forth the wages, hours, and other working conditions of such employees; provided, the County has the authority to act on such matters and further provided the matter has not been delegated to any civil service commission.

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 2.1. Recognition. The County recognizes the Association as representing Majors in the King County Sheriff’s Office (KCSO) (Public Employment Relations Commission (PERC) case number 128508-E-16).

Section 2.2. Union Membership. All employees covered under the terms of this Agreement may voluntarily join the Association as a member and receive all rights, privileges and benefits of Association membership.

Section 2.3. Dues Deduction and Indemnification. Upon receipt of confirmation of authorization by an employee, the County shall have deducted from the pay of such employee the amount of dues and initiation fee or representational fees as certified by the Association and transmit the same to the Association. The Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Association. The Association agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

1 **Section 2.4. Union Notification.** The KCSO will require all employees hired in a position
2 included in the bargaining unit to sign a form which will inform them of the Association’s exclusive
3 recognition.

4 **Section 2.5. Membership List.** The KCSO will transmit to the Association a current listing
5 of all employees in the unit within 30 days of written request for same not to exceed twice per year.
6 Such list shall indicate the name of the employee, wage rate, job classification, and unit.

7 **Section 2.6. Bulletin Boards and Internet.** The County agrees to permit the Association to
8 post on County bulletin boards, the announcement of meetings, election of officers, and any other
9 Association material. The County agrees to permit the Association the use of County e-mail to post
10 the announcement of meetings, election of officers, and collective bargaining materials. The
11 Association agrees to follow the County’s Internet Technology Acceptable Use Policies when using
12 the County’s e-mail and internet.

13 **ARTICLE 3: MANAGEMENT RIGHTS**

14 **Section 3.1.** It is recognized that the County retains the rights to manage the affairs of the
15 County and to direct the work force, subject to the express limits of this Agreement. Such functions
16 include, but are not limited to the following rights:

- 17 A. Determine the mission, organization, number of employees and internal security
18 practices of the KCSO;
- 19 B. Manage the budget;
- 20 C. Determine work locations and work schedules for employees;
- 21 D. Determine the methods and processes by which work is performed, and direct and
22 assign work;
- 23 E. Determine what technology is necessary and appropriate to perform the work;
- 24 F. Establish workplace rules and procedures;
- 25 G. Recruit, examine, test, select, hire, appoint, promote, transfer, and train employees;
- 26 H. Place employees on appropriate wage steps;
- 27 I. Evaluate employee performance;
- 28 J. Demote, transfer, discipline and discharge employees;

1 **K.** Develop and modify classifications, allocate positions to those classifications, and
2 allocate employees to those positions; and,

3 **L.** Take whatever actions are necessary in emergencies as determined by KCSO in
4 case of emergency.

5 **Section 3.2. Bi-Weekly Pay.** Employees shall be paid on a bi-weekly basis pursuant to the
6 policies and procedures of the County.

7 **Section 3.3.** In prescribing policies and procedures relating to personnel and practices, and to
8 the conditions of employment, the County will comply with state law to negotiate or meet and confer
9 with the Association, as appropriate and legally required.

10 **Section 3.4.** All of the functions, rights, powers, and authority of the County not specifically
11 abridged, deleted, or modified by this Agreement are recognized by the Association as being retained
12 by the County.

13 **ARTICLE 4: HOLIDAYS**

14 **Section 4.1. Observed Holidays.** The County shall observe the following as paid holidays:

| HOLIDAY: | COMMONLY CALLED: |
|---|------------------------------|
| First day of January | New Year's Day |
| Third Monday of January | Martin Luther King Jr.'s Day |
| Third Monday of February | President's Day |
| Last Monday of May | Memorial Day |
| June 19th | Juneteenth |
| Fourth day of July | Independence Day |
| First Monday of September | Labor Day |
| Second Monday of October | Indigenous Peoples' Day |
| 11th day of November | Veteran's Day |
| Fourth Thursday of November | Thanksgiving Day |
| Friday following the fourth Thursday in November | Day after Thanksgiving Day |
| 25th day of December | Christmas Day |

25 **Section 4.2. Personal Holidays.** Employees shall receive two personal holidays every year

1 to be added to their vacation bank in the second full pay period of the year, or upon hire no later than
 2 the start of the pay period that includes December 1. In no event will an employee receive more than
 3 two personal holidays in a calendar year.

4 **Section 4.3. Holidays for Employees on a 5/2 Schedule.** Employees working a 5/2 schedule
 5 with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the
 6 holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls
 7 on Sunday.

8 **Section 4.4. Eligibility.** An employee must be eligible for leave benefits and in a pay status
 9 on the scheduled work day before and the scheduled work day following a holiday to be eligible for
 10 holiday pay. However, an employee who has successfully completed at least five years of County
 11 service and who retires at the end of a month in which the last regularly scheduled working day is
 12 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day
 13 before the day observed as a holiday.

14 **ARTICLE 5: VACATIONS**

15 **Section 5.1. Accrual.** Full-time employees working 40 hours per week shall receive vacation
 16 benefits as indicated in the following table:

| 17 Full Years of Service | 18 Hourly Accrual Rate | 19 Approximate Annual Leave in Days (based on 2080 hours) |
|------------------------------------|-------------------------------|--|
| 20 Upon hire through end of Year 5 | 0.04620 | 12 |
| 21 Upon beginning of Year 6 | 0.05770 | 15 |
| 22 Upon beginning of Year 9 | 0.06160 | 16 |
| 23 Upon beginning of Year 11 | 0.07700 | 20 |
| 24 Upon beginning of Year 17 | 0.08080 | 21 |
| 25 Upon beginning of Year 18 | 0.08470 | 22 |
| 26 Upon beginning of Year 19 | 0.08850 | 23 |
| 27 Upon beginning of Year 20 | 0.09240 | 24 |
| 28 Upon beginning of Year 21 | 0.09620 | 25 |
| Upon beginning of Year 22 | 0.10010 | 26 |
| Upon beginning of Year 23 | 0.10390 | 27 |
| Upon beginning of Year 24 | 0.10780 | 28 |
| Upon beginning of Year 25 | 0.11160 | 29 |
| Upon beginning of Year 26 and | 0.11540 | 30 |

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Maximum vacation accrual will be 480 hours.

Section 5.2. Employees shall accrue and use vacation benefits consistent with KCC 3.12.190.

Section 5.3. No employee shall be permitted to work for compensation for the County in any capacity during the time when the employee is on vacation, except that the provisions of this section shall not apply to employees who, in their capacity as commissioned officers, provide security for any County sanctioned event approved by KCSO.

Section 5.4. Payment Upon Death. In cases of separation by death, payment of unused vacation benefits shall be made to the employee’s estate.

Section 5.5. Forfeiture of Vacation. Employees will forfeit vacation leave in excess of the maximum accrual amount that is not used on or before the last day of the pay period that includes December 31 of each year. Carryover of excess vacation leave may be approved at the Sheriff’s discretion.

Section 5.6. Except as modified by a VEBA agreement, employees who leave County employment for any reason will be paid for their unused vacation up to the maximum accrual specified herein, except that employees who become disabled and retire as a result thereof shall be paid for all unused vacation.

Section 5.7. Vacation shall be granted with Command approval. Employees who are transferred, and who have already had their vacation request approved will be allowed to retain that vacation period.

Section 5.8. Vacation Payoff. Vacation payoff upon termination from employment for any reason shall be calculated by utilizing the employee’s base wages as set forth herein and shall also include educational incentive pay less mandatory withholdings.

Section 5.9. Leave Cancellation. If KCSO cancels approved leave and the affected employee has incurred non-refundable or unusable expenses in planning for the same, the employee shall be reimbursed by the County for those expenses. Any employee called back to duty once leave has begun shall be reimbursed for round trip transportation costs in returning to duty.

ARTICLE 6: SICK, FAMILY AND PARENTAL LEAVES

1 **Section 6.1. Accrual.** Comprehensive leave eligible employees shall accrue sick leave
2 benefits at the rate of 0.04616 hours for each hour in pay status up to approximately 96 hours per
3 year. Employees shall accrue sick leave from their date of hire in a comprehensive leave eligible
4 position. The employee is not entitled to sick leave if not previously earned.

5 **Section 6.2. No Sick Leave Limit.** There shall be no limit to the hours of sick leave benefits
6 accrued by an employee.

7 **Section 6.3. Health Care Provider's Certificate - Verification of Illness.** KCSO is
8 responsible for the proper administration of the sick leave benefit. A health care provider's
9 certificate verifying illness or inability to perform work may be required of an employee for any sick
10 leave use when the absence is more than three days and the County has cause to believe there has
11 been an abuse of sick leave. KCSO will make a reasonable effort to notify an employee prior to their
12 return to work that a health care provider's certificate will be required.

13 **Section 6.4. Separation from Employment.** Separation from County employment, except by
14 retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave
15 currently accrued to the employee. Should the employee resign in good standing or be laid off and
16 return to the County within two years, accrued sick leave shall be restored.

17 **Section 6.5. Sick Leave Payout.** Except as modified by a VEBA agreement, employees
18 eligible to accrue sick leave and who have successfully completed at least five years of County
19 service and who retire as a result of length of service, or who leave County employment in good
20 standing after 25 years or more, or who terminate by reason of death shall be paid, or their estates
21 paid or as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused,
22 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
23 County employment less mandatory withholdings. All payments shall be made based on the
24 employee's base rate as set forth herein, and there shall be no deferred sick leave reimbursement.

25 **Section 6.6. Special Sick Leave.** Employees shall be provided with 18 days special sick
26 leave, which shall be used only to supplement the employee's industrial insurance benefit should the
27 employee be injured on the job during their first calendar year on the job. The special sick leave shall
28 not be used until three days of regular sick leave have been used for each incident of on-the-job

1 injury. In the event the employee has no accrued sick leave, the special sick leave shall be
2 immediately available for an on-the-job injury. During the second year of employment, and for all
3 succeeding years, all employees shall be provided with 18 days special sick leave which shall only be
4 utilized in the circumstances as herein described. Special sick leave is non-cumulative, but is
5 renewable annually.

6 **Section 6.7. Special Workers Compensation Supplement.** The County will provide a
7 Special Worker's Compensation Supplement to employees who are injured on the job, maintain
8 eligibility of Worker's Compensation and are unable to work (as determined by the County's Safety
9 and Claims Office) for a period exceeding six consecutive months, but not to exceed 12 consecutive
10 months; provided that the employee's condition is the result of an injury occurring during the search,
11 arrest or detention of any person/place, or during the attempt to search, arrest or detain any
12 person/place or occurring when an officer is involved in an emergency response to a request for
13 service.

14 a. The Special Worker's Compensation Supplement will provide for the difference
15 between an employee's base salary and any other compensation which the employee is receiving
16 during the period of injury-related absence. Other compensation shall include special sick leave,
17 Worker's Compensation, social security and/or unemployment compensation. The supplement shall
18 be limited to six months during any consecutive 12 month period.

19 b. The Special Worker's Compensation Supplement shall be reduced by the amount
20 of any state legislatively mandated increase in benefits for employees which occur during the term of
21 this contract. The contract provision for Special Worker's Compensation Supplement shall
22 automatically cease to be in effect on the expiration date of this Agreement, regardless of whether a
23 successor agreement has been negotiated or is in the process of being negotiated, mediated and/or
24 arbitrated.

25 **Section 6.8. Uses of Sick Leave.** Sick leave shall be used in accordance with federal, state,
26 and County law. Employees are eligible to use accrued sick leave for the following reasons:

27 a. The result of or to accommodate for the employee's injury, mental or physical
28 illness, health condition or medical preventative care;

1 **b.** To allow an employee to provide care for an eligible family member with an
2 injury, mental or physical illness or health condition, for a family member who needs medical
3 diagnosis, care or treatment of a mental or physical illness, injury or health condition, or for a family
4 member who needs preventative medical care;

5 **c.** For absences that qualify for leave under the domestic violence act RCW 49.76;

6 **d.** To increase the employee’s or family eligible member’s safety, when the employee
7 or family member has been a victim of trafficking under RCW 9A.40.100;

8 **e.** In the event that the County facility at which the employee works is closed by a
9 public official for any health-related reason, or when an employee’s child’s school or place of care is
10 closed by a public official for a health-related reason;

11 **f.** For family and medical leave available under federal, state and County law, and this
12 Article.

13 **Section 6.9. Federal Family and Medical Leave Act (FMLA).** As provided for in the
14 FMLA of 1993, an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12
15 month period for the employee’s own qualifying serious health condition that makes the employee
16 unable to perform their job, to care for the employee’s spouse, child, or parent who has a qualifying
17 serious health condition, to bond with a newborn child, adoption or foster care placement (leave must
18 be taken within one year of the child’s birth or placement), or for qualifying exigencies related to the
19 foreign deployment of a military member who is the employee’s spouse, child or parent. An eligible
20 employee who is a covered service member’s spouse, child, parent, or next of kin may take up to 26
21 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with
22 a serious injury or illness.

23 **a.** The leave may be continuous or intermittent, when medically necessary.
24 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
25 care child may only be taken when approved.

26 **b.** In order to be eligible for FMLA, an employee must have been employed by the
27 County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to
28 the commencement of leave.

1 c. Failure of an employee to return to work by the expiration date of leave may be
2 cause for termination of the employee from County service.

3 **Section 6.10. King County Family and Medical Leave (KCFML).** As provided by KCC, an
4 eligible employee may take up to 18 weeks of paid or unpaid KCFML in a single 12 month period for
5 the employee’s own qualifying serious health condition, to care for an eligible family member who
6 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care
7 placement (leave must be taken within one year of the child’s birth or placement), and for any
8 qualifying reason under the FMLA, WFCA, or other family and medical leaves available under
9 federal or state law.

10 a. The leave may be continuous or intermittent, when medically necessary.
11 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
12 care child may only be taken when approved. KCFML shall run concurrently with other federal,
13 state and County leaves to the extent allowed, including but not limited to the FMLA, WFLA, and the
14 WFCA.

15 b. In order to be eligible for leave under this MLA Article, an employee must have
16 been employed by the County for at least 12 months and have worked at least 1,040 hours in the
17 preceding 12 month period for a 40 hour week employee.

18 c. An employee who returns from KCFML within the time provided under this
19 Section is entitled to the same position they occupied when the leave commenced or a position with
20 equivalent pay, benefits and conditions of employment.

21 d. Failure of an employee to return to work by the expiration date of leave may be
22 cause for termination of the employee from County service.

23 **Section 6.11. Paid Parental Leave (PPL).** PPL supplements an employee’s accrued paid
24 leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new child.

25 a. **Benefit Amount.** An employee’s supplemental leave benefit is calculated based on
26 the employee’s accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement
27 (“qualifying event”). The employee will receive the equivalent of their full salary for up to a total of
28 12 weeks, when combined with the employee’s accrued leave (except for one week of sick leave and

1 one week of vacation leave). The employee is permitted to use the supplemental leave first.
2 Additionally, the employee may choose to take less than 12 weeks of leave. Supplemental PPL is not
3 subject to cash out. An employee who does not return to work for at least six months of continuous
4 service following the leave, will be required to reimburse the County for the supplemental leave
5 funds received.

6 **b. Eligibility.** The benefit is available to all comprehensive leave eligible employees
7 who have been employed with the County for at least six months of continuous service at the time of
8 the qualifying event. If both parents work for the County, then each employee is entitled to up to 12
9 weeks of PPL.

10 **c. Benefit Period.** PPL must be used within 12 months of the qualifying event. An
11 employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the
12 department's operational needs, and it is approved in writing by the employee's supervisor prior to
13 the leave.

14 **d. Concurrency.** PPL will run concurrently with KCFML, as well as federal and state
15 family and medical leave laws, to the fullest extent permitted by law.

16 **e. Job Protection.** PPL is protected leave. Barring required budget cuts or
17 demotions, an employee's job cannot be eliminated while the employee is on leave. Further, no
18 retaliatory action may be taken against an employee for participating or planning to participate in the
19 program.

20 **f. Health and Leave Benefits.** The employee will continue to receive all health
21 benefits and shall continue to accrue vacation and sick leave during the period of PPL.

22 **g. Relationship to Washington State Paid Family and Medical Leave.** Provisions of
23 the County's current PPL program may change effective January 1, 2020, or thereafter, due to the
24 County's implementation of the new Washington State Paid Family and Medical Leave program.

25 **Section 6.12. Washington State Paid Family and Medical Leave (PFML) Premium.** For
26 purposes of PFML employees will be responsible for paying their share of the PFML premium as
27 provided under RCW 50A, as amended, through payroll deduction. The County will also be
28 responsible for paying its statutory share of the premium.

1 **Section 6.13. Organ Donor Leave.** An employee who voluntarily participates as a donor in a
2 life-giving or life-saving procedure such as, but not limited to, bone marrow transplants, kidney
3 transplants, or blood transfusions shall be eligible for use of up to five days paid leave provided the
4 employee shall:

5 **a.** Provide the Command Staff reasonable advance notice of the need to take time off
6 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a
7 reasonable expectation that the employee’s failure to donate may result in serious illness, injury, pain
8 or the eventual death of the identified recipient.

9 **b.** On request, provide written proof from an accredited medical institution,
10 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other
11 organs or tissue or to participate in any other medical procedure where the participation of the donor
12 is unique or critical to a successful outcome.

13 **c.** Time off from work for the purposes set out above in excess of five working days
14 shall be subject to existing leave articles in this Agreement.

15 **ARTICLE 7: GENERAL LEAVES**

16 **Section 7.1. Bereavement Leave.** Regular, full-time employees shall be entitled up to five
17 days, (40 hours) of bereavement leave due to the death of a person in the employee’s immediate
18 family.

19 **a. Immediate Family Defined.** For purposes of bereavement leave: The employee’s
20 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,
21 parents, siblings, grandchildren and grandparents of the employee’s spouse or domestic partner.

22 **b.** Holidays or regular days off falling within the prescribed period of absence shall
23 not be charged against bereavement leave.

24 **Section 7.2. Leave Donation.** All donations of vacation and sick leave made under this
25 Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving
26 monetary or any other compensation or benefits in exchange for donation of vacation or sick leave
27 hours.

28 **a. Vacation leave hours.** An employee eligible for leave benefits may donate a

1 portion of their accrued vacation hours to another employee eligible for leave benefits. The donation
2 will occur following written approval from both the donating and receiving employee's directors.
3 The number of hours donated cannot exceed the donor's accrued vacation balance as of the date of
4 the request. No donation of vacation hours shall be permitted where it would cause the employee
5 receiving the transfer to exceed their maximum annual vacation accrual.

6 **b. Sick leave hours.** An employee may donate a portion of their accrued sick leave to
7 another comprehensive leave eligible employee provided the donating employee's sick leave balance
8 will be 100 hours or more following the donation. The donation will occur following written
9 approval from both the donating and receiving employee's directors. An employee may not donate
10 more than 25 hours of accrued sick leave in a calendar year.

11 **c. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick
12 leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the
13 time of the donation. The dollar value will then be divided by the receiving employee's straight time
14 hourly rate to determine the actual number of hours received.

15 **d. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain
16 with the recipient and do not revert to the donor.

17 **Section 7.3. Volunteer Leave.** Up to three days of sick leave may be used per year with
18 advance approval from KCSO, to perform volunteer services at a local school, or at a non-profit on
19 the approved list for the Employee Giving Program.

20 **Section 7.4. On Call Duty Officer Leave (CDO).** The assignment of CDO requires flexible
21 work hours so that the CDO is available on a 24 hour, seven days per week basis. All personnel
22 assigned as CDO are expected to be available for phone calls/respond to after-hours major incidents.
23 An employee typically receives two weekly CDO assignments per year. Recognizing that
24 employee's core hours are primarily dayshift hours, they will receive two days of leave for the CDO
25 assignment.

26 **a.** CDO leave shall be administered in the same manner as Executive Leave, and will
27 be available to employees on January 1st of each year. Should KCSO change the CDO work hours
28 requirement at any time during a calendar year, the CDO leave previously credited will remain in

1 effect for that year. If in the subsequent year the CDO hours requirement is changed so that no
2 change in normal or core work hours is required, then no employee will be due the leave.

3 **Section 7.5. Executive Leave (EL).** Employees work in a bona fide executive/administrative
4 capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act
5 (FLSA). Employees are expected to work the hours required to accomplish the duties of their
6 positions. Based on their exemption from overtime pay, employees shall be granted ten days of
7 noncumulative paid EL each calendar year.

8 a. New employees appointed after January 1st of any calendar year shall, for the
9 calendar year in which appointed, be granted a prorated share of the ten days of EL based upon the
10 number of full pay periods remaining in that calendar year. Such prorated share shall accrue
11 immediately upon appointment.

12 b. EL shall be administered in the same manner as vacation leave. Such leave shall
13 not accumulate from year to year. It must be used in the calendar year in which it is granted, or it
14 will be lost. There shall be no cash out of EL.

15 **Section 7.6. Jury Duty.** An employee required by law to serve on jury duty shall continue to
16 receive salary and shall be relieved of regular duties. The fees, exclusive of mileage, paid by the
17 Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on
18 jury duty, they will inform their immediate supervisor as soon as possible, but not later than two
19 weeks in advance, regarding the dates of absence from regular duties.

20 **ARTICLE 8: WAGES**

21 **Section 8.1. Wage Differential.** The top step for Majors will be 23% above top step for
22 Captains.

23 **Section 8.2.** In the event the Captains' top base pay due is retroactively adjusted due to an
24 interest arbitration award or agreement, the Majors' top base pay shall also be retroactively adjusted,
25 as provided under Sections 8.1. King County and the PSPMA agree to maintain the above Majors'
26 rate differentials until the execution of a successor agreement, accordingly, the annual base pay rate
27 will be adjusted upon any change in the top step Captains annual base pay referenced in the PSPMA
28 Captains collective bargaining agreement. In the event any increase in top step Captains annual base

1 pay is retroactive, the adjustment for the Majors' annual base pay shall also be retroactive to the date
2 of the increase for top step Captains. Should any negotiated or flat retro amount, exclusive of any
3 signing or ratification bonus, be paid to the Captains, the parties agree to meet and discuss the
4 application of that retro methodology to maintain compliance with this Section. Majors who retire
5 during the contract period of this Agreement are entitled to receive any retroactive pay increases that
6 are paid to non-retired majors, up to the date of their retirement.

7 **Section 8.3. Education Incentive.** Eligible employees will receive an education incentive as
8 outlined in Addendum A.

9 **Section 8.4. Bus Pass.** The County agrees to maintain the current public transportation pass
10 benefit and free ride home program for eligible employees for the term of this Agreement.

11 **ARTICLE 9: HOURS OF WORK**

12 **Section 9.1. Salaried Employees.** Employees are FLSA overtime exempt salaried employees
13 and are expected to work the hours required to accomplish the duties of their position. Employees
14 will not be assigned a specific shift (though they may be required to work certain "core hours") but
15 the parties agree that employees' work schedules should provide a presence as well as supervision on
16 each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their
17 supervisors.

18 **Section 9.2. Alternative Schedules.** Nothing in this agreement shall preclude employees
19 from working an alternative work schedule. Alternative work schedules shall be negotiated by the
20 Association and must have KCSO approval. Denial of an alternative work schedule by KCSO shall
21 not be subject to the grievance procedure.

22 **ARTICLE 10: MEDICAL, DENTAL, VISION, AD&D, LTD AND LIFE INSURANCE** 23 **PROGRAMS**

24 **Section 10.1.** Employees participate in the Deputy Sheriff's Health Plans agreed upon by the
25 King County Police Officers Guild.

26 **Section 10.2 Long Term Disability (LTD) Plan Access.** Effective January 1, 2020,
27 employees will be eligible for LTD benefits as provided under the JLMIC; provided, a LTD plan is
28 not available under the Deputy Sheriff's Health Plans.

1 **ARTICLE 11: MISCELLANEOUS**

2 *Section 11.1.* An employee elected or appointed to office with the Association that requires a
3 part or all of their time shall be given leave of absence up to one year without pay upon application.

4 *Section 11.2.* All employees who have been authorized to use their own transportation on
5 KCSO business shall be reimbursed at the rate established by the County.

6 *Section 11.3.* Employees who are directly involved with proceedings before the Civil Service
7 Commission, PERC, or grievance-arbitration may be allowed to attend without loss of pay provided
8 prior permission is granted by the Sheriff/designee.

9 *Section 11.4.* The parties agree that KCSO has the right to assign employees to perform work
10 out of class. When assigned by the Sheriff/designee to perform the duties and responsibilities of a
11 higher classification, for a period of one day or more, employees shall be compensated at the first
12 step of the salary range assigned to the classification under which they are acting or five percent over
13 their current pay (whichever is greater) for the period of the assignment. Employees will not lose
14 their longevity premium during any period of “acting assignment.”

15 *Section 11.5.* The County and KCSO recognize that Association members may from time to
16 time need to conduct Association business related to collective bargaining matters during their core
17 hours of work. This time must not create undue interference with normally assigned duties.

18 *Section 11.6.* Employees who suffer a loss or damage, in the line of duty, to personal
19 property and/or clothing, will have same repaired or replaced at KCSO expense provided however,
20 that reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited
21 to \$300 per incident.

22 *Section 11.7.* Off-duty employment shall be in accord with the KCSO Manual provided;
23 however, KCSO shall not require a “hold harmless” agreement for such employment or liability
24 insurance of the off-duty employer.

25 *Section 11.8.* KCSO agrees to make available up to 100 practice rounds of ammunition for
26 their primary duty weapon and either ten rounds of shotgun or rifle ammunition per month to each
27 employee. Any ammunition drawn by the employee shall be used by the employee at KCSO
28 approved ranges under supervised conditions. Distribution of ammunition shall be pursuant to the

1 GOM and provided to employees bi-annually.

2 *Section 11.9.* Employees shall have the right to examine their personnel file upon request
3 during normal business hours.

4 *Section 11.10.* All commissioned employees shall be furnished required uniforms and
5 equipment, and shall be furnished all replacement items of uniforms and equipment on an as-needed
6 basis.

7 *Section 11.11.* Employees will not be required to drive unsafe vehicles.

8 *Section 11.12. Association/Management Meetings.* Association/Management meetings will
9 be held with two representatives from the Association, two representatives from KCSO, and a
10 representative from the Office of Labor Relations (OLR). One KCSO's representative will be the
11 Sheriff or designee, and one of the Association representative will be the Association President or
12 designee. These meetings may be more or less frequent, upon mutual agreement. The meetings
13 should be held at a location and date/time that is convenient for all parties. The purpose of these
14 meetings is to discuss in a collaborative manner department plans and goals, and any issues of
15 concern to one of the parties. The parties shall notify one another of agenda items two days prior to
16 the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at
17 these meetings is binding unless reduced to writing.

18 **ARTICLE 12: GRIEVANCE PROCEDURE**

19 *Section 12.1. Definition.* Grievance - a dispute as to the interpretation or application of an
20 express term of this Agreement. Removal from an appointed position is not subject to the grievance
21 procedures. However, sustained violations must comply with Article 17, and are subject to these
22 procedures.

23 *Section 12.2. Procedure.* Employees will be unimpeded and free from restraint, interference,
24 coercion, and discrimination or reprisal in seeking adjudication of their grievances.

25 *Step 1 - Immediate Supervisor:* A grievance shall be presented in writing by the
26 aggrieved employee and their Association representative, within 14 calendar days of the occurrence
27 of such grievance, to the aggrieved employee's immediate supervisor for working conditions or to
28 OLR for wage, wage related and Civilian Oversight issues. The immediate supervisor, or OLR

1 representative, shall gain all relevant facts and shall attempt to resolve the matter and notify the
2 employee within 20 calendar days. If a grievance is not pursued to the next level within ten calendar
3 days of the Step-1 resolution, it shall be presumed resolved.

4 **Step 2 - Sheriff:** If, after thorough evaluation, the step-1 decision has not resolved the
5 grievance to the satisfaction of the Association, the grievance may be presented to the
6 Sheriff/designee. All letters, memoranda, and other written materials previously submitted to lower
7 levels of supervision shall be made available for the review and consideration of the Sheriff/designee.
8 The Sheriff/designee may interview the employee and/or their representative and receive any
9 additional related evidence which they may deem pertinent to the grievance. The Sheriff/designee
10 shall make their written decision available within 20 calendar days. If the grievance is not pursued to
11 the next higher level within ten calendar days of the Step-2 resolution, it shall be presumed resolved.

12 **Step 3 – Office of Labor Relations:** If, after thorough evaluation, the step-2 decision
13 has not resolved the grievance to the satisfaction of the Association, the grievance may be presented
14 to the Director of the Office of Labor Relations/designee. All letters, memoranda, and other written
15 materials previously submitted to lower levels of supervision shall be made available for the review
16 and consideration in the step-3 review. The Director of the Office of Labor Relations/designee may
17 interview the employee and/or their representative and receive any additional related evidence which
18 they may deem pertinent to the grievance. The Director of the Office of Labor Relations/designee
19 shall make their written decision available within 20 calendar days. If the grievance is not pursued to
20 the next higher level within ten calendar days of the Step-3 resolution, it shall be presumed resolved.

21 **Step 4 - Request for Arbitration:**

22 a. Either the County or the Association may request arbitration within 45 calendar
23 days of the conclusion of Step-3 and must specify the exact question which it wishes arbitrated,
24 except that written reprimands are not subject to Step-3 of the grievance procedure. For arbitrations
25 related to employee discipline, the parties shall jointly request the appointment of a qualified neutral
26 arbitrator in accordance with the arbitrator assignment process for law enforcement personnel
27 disciplinary grievances established by RCW 41.58. For all other grievance arbitrations, the parties
28 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are

1 unable to agree upon an arbitrator, the arbitrator shall then be selected from a panel of 11 arbitrators
2 furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected
3 from the list by both the County representative and the Association representative each alternately
4 striking a name from the list until one name remains. The arbitrator shall render a decision within 30
5 days of the receipt of the briefs in the matter, where possible, and the decision of the arbitrator shall
6 be final and binding on both parties.

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

10 **c.** The arbitrator's fee and expenses shall be borne equally by both parties. Each party
11 shall bear the cost of any witnesses appearing on that party's behalf and their attorney's fees, if
12 applicable.

13 **d.** No matter may be arbitrated which the County by law has no authority over, has no
14 authority to change, or has been delegated to any civil service commission or personnel board.

15 **e.** There shall be no strikes, cessation of work, or lockout during such conferences or
16 arbitration.

17 **Section 12.3.** Time restrictions may be waived by consent of both parties.

18 **Section 12.4. Multiple Procedures.** If employees have access to multiple procedures for
19 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
20 procedures; selection is to be made no later than at the conclusion of Step 1 of this grievance
21 procedure.

22 **Section 12.5. Procedures.** In those instances where disciplinary action is based on
23 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or
24 termination of the employee, Step 2 of the Grievance Procedure will be initiated immediately.
25 Employees who have been relieved of duty may request and shall have approved, the utilization of
26 accrued vacation and/or holiday hours.

27 **Section 12.6. Parties to the Agreement.** In as much as this is an agreement between the
28 County and the Association, no individual may without Association concurrence, make use of the

1 provisions of this Article.

2 **ARTICLE 13: SAVINGS CLAUSE**

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

9 **ARTICLE 14: WORK AND STOPPAGE AND EMPLOYER PROTECTIONS**

10 *Section 14.1.* The parties agree that the public interest requires efficient and uninterrupted
11 performance of all County and KCSO services, and to this end, pledge their best efforts to avoid or
12 eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or
13 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
14 assigned duties, sick leave absence which is not bona fide, or other interference with County or
15 KCSO functions by employees under this Agreement and should same occur, the Association agrees
16 to take appropriate steps to end such interference. Any concerted action by any employees in any
17 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

18 *Section 14.2.* Upon notification in writing by the County to the Association that any
19 member(s) of this bargaining unit are engaged in a work stoppage, the Association shall immediately,
20 in writing, order such member(s) of this bargaining unit to immediately cease engaging in such work
21 stoppage and provide the County with a copy of such order. In addition, if requested by the County,
22 a responsible official of the Association shall publicly order such member(s) of this bargaining unit to
23 cease engaging in such a work stoppage.

24 *Section 14.3.* Any employee who commits any act prohibited in this article will be subject to
25 the following action or penalties:

- 26 a. Discharge.
- 27 b. Suspension or other disciplinary action as may be applicable to such employee.

28

1 **ARTICLE 15: WAIVER CLAUSE**

2 *Section 15.1.* The parties acknowledge that each has had the unlimited right within the law
3 and the opportunity to make demands and proposals with respect to any matter deemed a proper
4 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
5 in this Agreement. Therefore, the County and the Association, for the duration of this Agreement,
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
7 not specifically referred to or covered in this Agreement.

8 *Section 15.2.* The parties agree that in the event they enter into memoranda of understanding
9 or agreement during the life of this agreement, such agreements are binding when signed by
10 authorized representatives of the parties.

11 **ARTICLE 16: TRANSFERS**

12 *Section 16.1. Request for Transfer:* Employees may submit written requests for transfer or
13 reassignment to another division, shift, squad, or unit and such requests shall be given full
14 consideration by KCSO. Inter-local agreements with contract entities will be taken into account with
15 regard to transfers to or from contract entities.

16 *Section 16.2. Notification of Hardship:* When an employee is transferred or reassigned by
17 the Sheriff/designee, the employee shall submit written notification to the Sheriff/designee of any
18 hardships caused by the transfer or reassignment if they believe the transfer/reassignment results in a
19 significant hardship on the employee or their family due to excess travel time, expense, or other
20 factors, KCSO will give full consideration to these factors in conjunction with operational needs and
21 will respond to viable alternatives proposed by the employee or the Association with written
22 justification for the transfer. Employees will be given 14 calendar days of notice prior to the actual
23 permanent transfer when feasible. Transfers due to exigent circumstances may occur as soon as
24 necessary.

25 **ARTICLE 17: RIGHTS RELATED TO APPOINTED STATUS – INVESTIGATIONS**

26 *Section 17.1.* The position of Major is an appointed position by the Sheriff/designee and
27 serves at the pleasure of the Sheriff. If a Major is removed from this appointed position, they may
28 return to a civil service position previously held in KCSO, in accordance with civil service and state

1 statutory rights and requirements (RCW 41.14.290).

2 **Section 17.2.** KCSO must conduct an internal investigation that complies with GOM Chapter
3 3 and due process protections generally afforded KCSO employees in order to sustain policy
4 violations against a Major, or suspend or terminate a Major from employment. In criminal matters,
5 an employee shall be afforded those constitutional rights available to any citizen.

6 When KCSO conducts such investigations, the following guidelines will be followed:

7 (a) “Interrogation” as used herein shall mean any questioning of a bargaining unit
8 member by an Investigative Agent of the County who is conducting an administrative investigation
9 of employee conduct that is alleged to be in violation of County policy.

10 (b) “Investigative Agent of the County” as used herein shall mean any agent of the
11 County who is empowered to conduct an administrative investigation into the conduct of an
12 employee.

13 (c) The Sheriff shall compel any member of the bargaining unit who is the subject of
14 an administrative investigation to fully cooperate in any Interrogation by an Investigative Agent of
15 the County, unless the Sheriff believes there is good cause not to. In the event the Sheriff does not
16 compel the subject of an investigation, the good cause basis to not compel shall be provided to the
17 Association upon request.

18 **Section 17.3.** Before interrogation, the employee shall be informed of the nature of the matter
19 in sufficient detail to reasonably apprise them of the matter. Nothing herein shall operate as a waiver
20 of the Association’s right to request bargaining information.

21 **Section 17.4.** Any interrogation of an employee shall be at a reasonable hour, preferably
22 when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

23 **Section 17.5.** Any interrogation (which shall not violate the employee’s constitutional rights)
24 shall take place at a mutually agreeable location. Prior to the interrogation by an Investigative Agent,
25 the employee shall be provided a copy of their employee rights and shall be ordered to cooperate
26 fully in the investigation under penalty of termination (GOM 3.03.100). The employee shall be
27 advised of their right to representation and afforded an opportunity and facilities to contact and
28 consult privately with an attorney of their own choosing and that person may be present during the

1 interrogation, but may not participate in the interrogation except to counsel the employee.
2 Additionally, an employee shall be advised of their right to and shall be allowed Association
3 representation to the extent allowed by law. Bargaining unit members in any administrative
4 investigation shall not be subject to an administrative subpoena unless 1) they have failed to obey an
5 order to fully cooperate in an investigation (refused to comply with GOM 3.03.100) or 2) the KCSO
6 has refused to issue an order to cooperate in an investigation and the bargaining unit member has
7 declined to fully cooperate with OLEO's independent investigation.

8 **Section 17.6.** The questioning shall not be overly long and the employee shall be entitled to
9 such reasonable intermissions as they shall request for personal necessities, meals, telephone calls
10 and rest periods.

11 **Section 17.7.** The employee shall not be subjected to any offensive language; nor shall they
12 be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain
13 their resignation; nor shall they be intimidated in any other manner. No promises or rewards shall be
14 made as an inducement to answer questions.

15 **Section 17.8.** KCSO shall not require any employee covered by this Agreement to take or be
16 subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence
17 of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

18 **Section 17.9.** There shall be an Association representative, appointed by the Association, as a
19 voting member of the Use of Force Review Board and the Department Level Driving Review Board.
20 KCSO will provide the Association with copies of the findings of all review boards.

21 **Section 17.10.** Administrative Investigations must be completed within 180 days of the
22 matter coming to the attention of the KCSO Command Staff/Captains. In the event the Investigative
23 Agent believes an extension beyond 180 days is necessary, and the County establishes that it has
24 acted with due diligence and the investigation could not reasonably be completed due to factors
25 beyond the control of the Investigative Agent (for example, extended illness or other unavailability of
26 a critical witness, such as the complainant or the officer being investigated, or necessary delays in the
27 processing of forensic evidence by other agencies), the County must contact the Association prior to
28 the expiration of the 180 days seeking to extend the time period. Any request for extension based on

1 the unavailability of witnesses shall include a showing that the witness is expected to become
2 available in a reasonable period of time. A request for extension based upon the above criteria will
3 not be unreasonably denied.

4 The 180 day period shall be tolled when a complaint involving alleged criminal conduct is
5 being investigated or reviewed by any law enforcement agency, any prosecuting authority, or is being
6 prosecuted at a local, state, or federal level. In cases of an officer involved in a fatal incident, the 180
7 day period will commence when the completed criminal file is provided to the KCSO, and will only
8 be further tolled in the event criminal charges are filed.

9 Compliance with this provision is required if discipline is to be imposed. A written notice to
10 an employee that an investigation has been completed, the issuance of a Loudermill notice, or other
11 written notice of intent to discipline will constitute the conclusion of the administrative investigation
12 for purposes of this section.

13 Nothing in this article prohibits KCSO from disciplining (provided just cause exists) an
14 employee convicted of a crime.

15 **Section 17.11.** KCSO shall at the time the employee is notified of final discipline, provide the
16 employee with each violation for which the discipline was imposed. Any arbitration shall be limited
17 to those violations identified by KCSO in the notice of discipline.

18 **Section 17.12.** County representation of bargaining unit members shall be pursuant to King
19 County Code 2.21.090. The decision whether a member shall be entitled to representation shall be
20 made as soon as possible after the King County Prosecutor's Office Chief Civil Deputy has been
21 provided with the necessary information to make that determination. Such representation may be
22 provided under a reservation of rights pending further determination(s) by the Chief Civil Deputy.
23 The Chief Civil Deputy's determination shall not be subject to grievance.

24 **ARTICLE 18: CIVILIAN REVIEW**

25 **Section 18.1.** The King County Office of Law Enforcement Oversight (OLEO) provides
26 independent oversight of all aspects of KCSO's internal administrative system, to enhance
27 accountability and community trust under the authority granted to OLEO in the King County Charter
28 and the King County Code, as amended. Any OLEO investigation shall not replace a KCSO internal

1 administrative investigation process. If the County intends to impose discipline on a member of this
2 bargaining unit, KCSO must complete its own independent administrative investigation of the
3 member.

4 **Section 18.2.** OLEO may be actively involved in all KCSO internal administrative
5 investigation by having:

6 a) Real-time access to administrative investigative information, through the use of
7 I/APro, or successor system.

8 b) The ability to make recommendations regarding intake classifications as outlined
9 in Section 18.8.

10 c) The ability to participate in all administrative interviews as outlined in Section
11 18.9.

12 d) The ability to make suggestions regarding the need for additional investigation as
13 outlined in Section 18.11.

14 e) The ability to review and make suggestions to KCSO regarding KCSO findings on
15 complaint investigations as outlined in Section 18.14.

16 f) The ability to attend scenes of Critical Incidents as outlined in Section 18.4.

17 g) The ability to attend review boards as outlined in Section 18.5

18 h) The ability to conduct independent investigations as outlined in Section 18.18.

19
20 In addition, OLEO may monitor any complaint filed with its office or KCSO, and
21 administrative investigations of Critical Incidents, Serious Force Incident, and Serious Officer
22 Involved Events as defined under the General Operating Manual (GOM).

23 **Section 18.3.** OLEO may receive complaints or concerns from any party, including, without
24 limitation, members of the public or employees of KCSO. OLEO will forward all complaints falling
25 under KCSO's administrative-investigation jurisdiction to the Internal Investigations Unit (IIU)
26 within five business days.

27 **Section 18.4.** The OLEO director/designee shall be timely notified of and have the
28 opportunity to attend scenes of Critical Incidents requiring callout of an independent law enforcement

1 agency, the Criminal Investigations Divisions (CID), and/or the Administrative Review Team (ART)
2 for employee involved events.

3 For scenes controlled by KCSO, OLEO staff shall be stationed at the Command Post or closer
4 to the scene than the Command Post if approved and accompanied by the Sheriff/designee, and
5 interact only with the administrative team liaison with CID. After the scene is secured, a
6 representative from CID will escort the OLEO representative through the scene.

7 For scenes controlled by an independent investigating agency, the designated KCSO
8 representative to the independent investigating agency shall request that OLEO be granted access
9 consistent with OLEO's access to scenes controlled by KCSO. The independent investigation
10 agency's decision shall be binding.

11 **Section 18.5.** OLEO may attend and participate in Use of Force Review Boards, Critical
12 Incident Review Boards, and Department-level Driving Review Boards, including any successor
13 review boards, as a non-voting member. OLEO may also attend a "lessons learned" ART reviews so
14 long as an Association representative is allowed to attend.

15 **Section 18.6.** In addition to complaints received by OLEO, KCSO will provide OLEO access
16 to all other complaints within five business days. OLEO will follow all applicable Criminal Justice
17 Information Services (CJIS) requirement and all regular OLEO staff shall be CJIS certified.

18 **Section 18.7.** OLEO will have the opportunity to make a recommendation for mediation to
19 the Sheriff/designee. In the event KCSO, the complainant and the employee all agree to mediation,
20 that process will be utilized rather than sending the matter on for investigation. Assuming the
21 employee participates in good faith during the mediation process, the employee will not be subject to
22 discipline and the complaint will be administratively dismissed. Good faith means that the employee
23 listens and considers the issues raised by the complainant, and acts and responds appropriately.
24 Agreement with either the complainant or the mediator is not a requirement of good faith. In the
25 event an agreement to mediate is reached and the complainant thereafter refuses to participate, the
26 employee will be considered to have participated in good faith. Moreover, any records related to
27 mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding
28 except to enforce this section.

1 **Section 18.8.** Once any complaint is received by the IIU, it shall be submitted to the chain of
2 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
3 KCSO's proposed intake classification or changed classification and within five business days either
4 agree or recommend a change to the intake classification before the complaint is classified. KCSO
5 shall make the final determination of the intake classification.

6 **Section 18.9.** Prior to an administrative interview, KCSO will timely notify OLEO of all
7 administrative investigation interviews on all complaints, Critical Incidents, Serious Force Incidents,
8 and Serious Officer Involved Events. A single OLEO representative may attend and observe
9 interviews and will be given the opportunity to ask questions that are within the scope of permissible
10 investigative questioning and at such time that it does not interfere with the questioning by KCSO.

11 OLEO will not participate in criminal investigations in any way, however, KCSO will provide
12 status updates to OLEO on criminal investigations related to OLEO's work, including status updates
13 on investigations being conducted by an independent law enforcement agency or a prosecuting
14 authority, if known by KCSO. Upon completion of a criminal investigation related to OLEO's work,
15 OLEO shall be granted access to the criminal investigation file in the same manner as IIU.

16 **Section 18.10.** Upon completion of internal administrative investigations, OLEO may
17 conduct a certification review pursuant to the standards of OLEO. If OLEO did not attend an
18 interview, OLEO must indicate in any certification review any interview(s) that it did not attend.

19 **Section 18.11.** As a part of OLEO's active involvement, OLEO may believe that additional
20 investigation is needed on issues they deem material to the outcome. If there is any dispute between
21 the assigned investigator(s) and OLEO regarding the necessity, practicality or materiality of the
22 requested additional investigation, the IIU or ART Commander will determine whether additional
23 investigation will be undertaken by KCSO. If OLEO is not satisfied with the determination of the
24 IIU or ART Commander, the matter will be submitted to the Sheriff/designee, for a determination
25 with OLEO providing the reason(s) for its recommended additional investigation. After completion
26 of the additional investigation, or the conclusion that no further investigation will be undertaken,
27 OLEO may then conduct its certification review as described in Section 18.10.

28 **Section 18.12.** All final disciplinary decisions will be made by KCSO.

1 **Section 18.13.** OLEO will be provided a copy of any letter or other notification to an
2 employee informing them of actual discipline imposed as a result of an administrative investigation
3 or the Notice of Finding in the event that the complaint is not sustained.

4 **Section 18.14.** OLEO will be given an opportunity to review internal administrative
5 investigation findings and provide recommendations on findings before KCSO notifies an employee
6 of any findings. OLEO shall not make any disciplinary recommendations. Any recommendation from
7 OLEO related to investigation findings shall be made within ten business days of OLEO receiving the
8 recommended findings.

9 OLEO, in addition to KCSO's written Notice of Finding letter to the complainant, may send a
10 closing letter to the complainant. The letter may summarize the case findings within the context of
11 this Article.

12 **Section 18.15.** Any complaining party who is not satisfied with the findings of KCSO
13 concerning their complaint may contact OLEO to discuss the matter further. However, unless
14 persuasive and probative new information is provided, the investigation will remain closed. In
15 accordance with established arbitral case law, employees may not be subject to discipline twice for
16 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
17 burden of establishing compliance with this section rests with the County in any subsequent
18 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
19 Section 19.10 of this Agreement

20 **Section 18.16.** In addition to the investigative process, OLEO will have unimpeded access to
21 all complaint and investigative files for auditing and reporting purposes. Except in independent
22 investigative reports, OLEO is prohibited at all times from disclosing the name(s) or other identifying
23 information of bargaining unit members involved in incidents or investigations unless already made
24 public by a law enforcement agency. Nothing herein shall limit OLEO from acknowledging, without
25 analysis or opinion, that it is monitoring an investigation by any law enforcement agency.

26 a) OLEO is prohibited from distributing or releasing KCSO documents related to
27 pending KCSO investigations to any third parties, except the Sheriff/designee. The KCSO will be the
28 custodian of all KCSO investigative records. OLEO shall immediately forward to KCSO any

1 requests, demands or court orders for KCSO documents. KCSO's Public Disclosure Unit will review
2 and make determinations on any Public Disclosure requests for KCSO investigative records. If
3 OLEO is ordered by a court to produce information related to KCSO investigative materials, it shall
4 produce materials as required in consultation with the King County Prosecuting Attorney's Office.

5 **b)** OLEO may make statistical observations regarding the disciplinary results of
6 sustained internal investigations.

7 **Section 18.17.** OLEO may recommend changes to rules, general orders, policies and
8 procedures for the review and/or audit of the complaint resolution process, and review and
9 recommend changes in KCSO policies to improve the quality of police investigations and practices in
10 KCSO. Nothing herein shall be construed as a waiver of the Association's right to require the
11 County to engage in collective bargaining as authorized by law.

12 **Section 18.18.** OLEO may administratively investigate matters pursuant to the King County
13 Charter and King County Code, as amended. OLEO shall not make discipline recommendations in an
14 independent investigation.

15 Any administrative investigations conducted by OLEO are subject to all requirements of Article 19.
16 In administrative investigations of complaints being performed by both KCSO and OLEO the parties
17 shall schedule a joint interview with KCSO of any bargaining unit member. In concurrent
18 investigations KCSO and OLEO shall encourage witnesses to fully cooperate with each entity and
19 when possible, schedule witness interviews jointly.

20 **Section 18.19.**

21 **a)** Nothing in this Article shall allow the County to assign bargaining unit work to
22 OLEO. Nothing in this article shall be interpreted as the Association allowing OLEO to replace its
23 work. KCPOG reserves the right to bargain any change to OLEO's review and investigative powers
24 as allowed pursuant to RCW 41.56.

25 **b)** Nothing in this Article shall preclude OLEO from conducting an inquiry into a
26 "concern" about a system, training, procedure or policy that is related to the work of OLEO and is not
27 the subject of a "complaint" as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
28 be made for the purpose of potential recommendations related to the systems, training, procedures

1 and policies of the KCSO. Such review shall not be directly related to an allegation of potential or
2 specific employee misconduct. Any report generated by OLEO on the basis of this section or KCC
3 2.75.040 (D), (E), (H), or (I) shall not use the name of bargaining unit members in the report.

4 **Section 18.20. Reopener:** The Parties agree to reopen this Article to bargain the decisions
5 and/or effects following agreement by the King County Police Officers Guild (KCPOG) to any
6 modifications to this Article.

7 **ARTICLE 19: EARLY INTERVENTION SYSTEMS**

8 To ensure conformity and consistency, the Association agrees to the provisions and changes
9 to the Early Intervention Systems Article, if any, pursuant to the KCPOG collective bargaining
10 agreement.

11 **ARTICLE 20: PERFORMANCE EVALUATIONS**

12 **Section 20.1.** An annual performance appraisal shall be conducted by the employee's
13 immediate supervisor.

14 **Section 20.2.** The employee's immediate supervisor shall meet with the employee for the
15 purpose of presenting feedback about job performance. Performance appraisals shall not include
16 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not
17 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to
18 provide written comments on the final appraisal including, but not limited to, agreement or
19 disagreement with the information presented. The employee shall sign the appraisal to acknowledge
20 receipt. Signing the appraisal shall not infer agreement with the review.

21 **Section 20.3.** If an employee wishes to challenge an appraisal, the following steps shall be
22 taken in the following order:

23 **STEP 1**

24 Within 15 days of receiving the appraisal, the employee may request a meeting with their
25 supervisor to address and challenge the appraisal. This meeting shall be scheduled within ten days.
26 After the employee has provided the information associated with the challenge, the supervisor shall
27 advise the employee as part of the meeting of their determination to either modify the appraisal or
28 preserve it as written. The supervisor shall document the discussion with the employee. If the

1 employee is not satisfied with the supervisor's response, they may appeal to Step 2.

2 **STEP 2**

3 Within 15 days following the meeting with their supervisor, the employee may request a
4 meeting with the supervisor's commanding officer (or civilian equivalent) to address and challenge
5 the appraisal. This meeting shall be scheduled within ten days. After the employee has provided the
6 information associated with the challenge, the commanding officer shall advise the employee as part
7 of the meeting of their determination to either modify the appraisal or preserve it as written. The
8 commanding officer shall document the discussion with the employee. If the employee is not
9 satisfied with the commanding officer's response, they may appeal to Step 3 only if the employee
10 alleges: (1) factual inaccuracy in the appraisal, including references to acts of misconduct that were
11 investigated and unfounded, exonerated or not sustained, or sustained and reversed on appeal; and/ or
12 (2) lack of prior notice of the conduct that the supervisor has identified as part of the performance
13 appraisal.

14 **STEP 3**

15 a. Within 15 days following the meeting with their commanding officer the employee
16 may request, through the Director of Human Resources, a hearing before the Performance Appraisal
17 System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice.
18 The request must be submitted in writing and cite specific facts supporting the employee's
19 allegation(s). The Director will review the employee's request to determine if the criteria for an
20 appeal have been met within ten days. This determination shall be appealable to the PAS Review
21 Board as a preliminary matter.

22 b. The appeal shall be considered by the PAS Review Board within 60 days. The
23 PAS Review board shall consist of a total of six members, three selected by the Association and three
24 selected by KCSO. Each Board member must agree to spend a minimum of at least one-year on the
25 Board. Any Board member who has been actively involved in conducting a performance appraisal of
26 an employee appealing to the Board shall recuse themselves from hearing the appeal of that employee.

27 c. The employee shall be solely responsible for presenting their perspective of the
28 appraisal to the Board. The supervisor or commanding officer responsible for evaluating the

1 employee shall be solely responsible for presenting their perspective of the appraisal to the Board.

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

4 (1). Each member of the Board must agree that their vote, and the votes of
5 others, shall remain confidential. Unauthorized disclosure of such information shall be just cause for
6 removal from the Board.

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

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

13 e. The decision of the Board shall be final and not subject to the grievance process or
14 appeal to the Civil Service Commission. Together with the decision, the Board may provide
15 recommendations to the employee on how they can improve on weaknesses that are identified. The
16 Board may also provide recommendations to the employee's chain of command on how to assist the
17 immediate supervisor and employee in addressing any performance related or work relationship
18 concerns.

19 **Section 20.4.** KCSO may use performance appraisals (absent any record of early
20 interventions), along with other relevant information, in determining the appropriateness of
21 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not
22 appeal a performance appraisal used in making such determinations unless they do so within the
23 timelines provided by Step 3 above, provided that employees may contest the use of portions of a
24 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged
25 portions of the performance appraisal are not appealable pursuant to Section 20.3 above.

26
27
28 **ARTICLE 21: DURATION**

1 This contract shall become effective upon ratification by the Association and the conclusion
2 of the approval process by King County through December 31, 2023. Unless otherwise provided in
3 this Agreement, all changes effectuated by the Agreement shall be effective following the parties' full
4 and final ratification of the Agreement.

5

6 APPROVED this _____ day of _____, 2022.

7

8

9


10 By: _____

11 King County Executive

12

13 PUGET SOUND POLICE MANAGERS
14 ASSOCIATION:

15

DocuSigned by:
16 
AA199F6AFFEA4F1...
17 Stan Seo, President

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Addendum A – Wage and Education

| Majors - 2023 | | |
|----------------------|---------------|---------------|
| Step | Annual | Hourly |
| 1 | 172,126 | 82.75 |
| 2 | 180,492 | 86.77 |
| 3 | 184,823 | 88.86 |
| 4 | 189,259 | 90.99 |
| 5 | 193,802 | 93.17 |
| 6 | 198,453 | 95.41 |
| 7 | 203,216 | 97.70 |
| 8 | 208,093 | 100.04 |
| 9 | 213,087 | 102.45 |
| 10 | 218,201 | 104.90 |

Education Incentive:

MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE

| | |
|---------------------------|-----------|
| Years | 4+ |
| Associate's Degree | 2% |
| Bachelor's Degree | 4% |
| Master's Degree | 6% |