



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19806

Proposed No. 2024-0231.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Puget Sound Police Managers Association,
4 representing employees in the King County sheriff’s office
5 and establishing the effective date of the agreement.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. The collective bargaining agreement negotiated by and between
8 King County and the Puget Sound Police Managers Association, representing employees
9 in the King County sheriff’s office, which is Attachment A to this ordinance, is hereby
10 approved and adopted by this reference made a part hereof.


Ordinance 19806

- 11 SECTION 2. Terms and conditions of the agreement shall be effective from
- 12 January 1, 2024, through and including December 31, 2026.

Ordinance 19806 was introduced on 7/23/2024 and passed by the Metropolitan King County Council on 8/20/2024, by the following vote:


Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:


 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:


 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this _____ day of 8/27/2024, _____.

Signed by:


 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. Agreement Between Puget Sound Police Managers Association and King County Representing Majors

Ordinance 19806

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

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1 **Section 2.4. Union Notification.** The KCSO will inform all employees hired into a position
2 included in the bargaining unit of the Association’s exclusive recognition.

3 **Section 2.5. Bargaining Unit List.** The KCSO will transmit to the Association a current
4 listing of all employees in the bargaining unit within 30 days of written request for same not to
5 exceed twice per year. Such list shall indicate the name of the employee, wage rate, job
6 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;
- k. Develop and modify classifications, allocate positions to those classifications, and

1 allocate employees to those positions; and,

2 I. Take whatever actions are necessary in emergencies as determined by KCSO in
3 case of emergency.

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

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

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

12 **ARTICLE 4: HOLIDAYS**

13 **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 19 th	Juneteenth
Fourth day of July	Independence Day
First Monday of September	Labor Day
Second Monday of October	Indigenous Peoples’ Day
11 th 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

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27 **Section 4.2. Personal Holidays.** Employees shall receive two personal holidays every year
28 to be added to their vacation bank in the second full pay period of the year, or upon hire no later than

1 the start of the pay period that includes December 1st. In no event will an employee receive more
2 than two personal holidays in a calendar year.

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

7 **Section 4.4. Holidays for Employees on Alternative 4/10 Schedule:** Employees on a fixed
8 4/10 schedule shall observe holidays that fall on their furlough on the day before or after their
9 furlough as agreed to with their supervisor. In the absence of such an agreement, a holiday landing on
10 first day of furlough shall be observed on the last workday prior to the holiday and a holiday that falls
11 on a second or third day of furlough shall be observed on the next workday after the holiday.

12 **Section 4.5. Eligibility.** An employee must be eligible for leave benefits and in a pay status
13 on the scheduled workday before and the scheduled workday following a holiday to be eligible for
14 holiday pay. However, an employee who has successfully completed at least five years of County
15 service and who retires at the end of a month in which the last regularly scheduled working day is
16 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day
17 before the day observed as a holiday.

1 ARTICLE 5: VACATIONS

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

Full Years of Service	Hourly Accrual Rate	Approximate Annual Leave in Days (based on 2080 hours)
Upon hire through end of Year 5	0.04620	12
Upon beginning of Year 6	0.05770	15
Upon beginning of Year 9	0.06160	16
Upon beginning of Year 11	0.07700	20
Upon beginning of Year 17	0.08080	21
Upon beginning of Year 18	0.08470	22
Upon beginning of Year 19	0.08850	23
Upon beginning of Year 20	0.09240	24
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 beyond	0.11540	30

18 Maximum vacation accrual will be 480 hours for all Majors who were allowed to accrue up to
19 480 hours of vacation immediately prior to joining the bargaining unit. Majors directly hired from
20 outside of KCSO shall also have a maximum accrual of 480 hours, unless KCPOG has agreed to a
21 lower maximum accrual of 320 hours for new hires, in which case 320 hours shall be maximum
22 vacation accrual for the Majors hired from outside KCSO. All Majors who had a maximum accrual of
23 320 hours of vacation immediately prior to joining the bargaining unit shall have a maximum accrual
24 of 320 hours.

25 *Section 5.2.* Employees shall accrue and use vacation benefits consistent with KCC 3.12.190,
26 except as modified above.

27 *Section 5.3.* No employee shall be permitted to work for compensation for the County in any
28 capacity during the time when the employee is on vacation, except that the provisions of this section

1 shall not apply to employees who, in their capacity as commissioned officers, provide security for
2 any County sanctioned event approved by KCSO.

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

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

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

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

16 **Section 5.8. Vacation Payoff.** Vacation payoff upon termination from employment for any
17 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also
18 include any applicable premiums, less mandatory withholdings.

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

23 **ARTICLE 6: SICK, FAMILY AND PARENTAL LEAVES**

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

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

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

7 **Section 6.4. Separation from Employment.** Separation from County employment, except by
 8 retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave
 9 currently accrued to the employee. Should the employee resign in good standing, be separated for
 10 medical reasons, or be laid off and subsequently return to the County within two years, accrued sick
 11 leave shall be restored.

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

20 **Section 6.6. Special Sick Leave.** Employees shall be provided with 18 days of special sick
 21 leave during their first calendar year of employment, and for each succeeding calendar year of
 22 employment, which shall be used only to supplement the employee’s industrial insurance benefit
 23 should the employee be injured on the job. The special sick leave shall not be used until three days of
 24 regular sick leave have been used for each incident of an on-the-job injury. In the event the employee
 25 has no accrued sick leave, the special sick leave shall be immediately available for an on-the-job
 26 injury. Special sick leave is non-cumulative but is renewable annually.

27 **Section 6.7. Special Workers Compensation Supplement.** The County will provide a
 28 Special Worker’s Compensation Supplement to employees who are injured on the job, maintain
 eligibility of Worker’s Compensation, and are unable to work (as determined by the County’s Safety

1 and Claims Office) for a period exceeding six consecutive months, but not to exceed 12 consecutive
2 months; provided that the employee's condition is the result of an injury occurring during the search,
3 arrest or detention of any person/place, or during the attempt to search, arrest or detain any
4 person/place or occurring when an officer is involved in an emergency response to a request for
5 service.

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

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

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

19 **a.** For self-care or to care for a family member:

- 20 1. Due to a mental or physical illness, injury, or health condition,
- 21 2. To obtain medical diagnosis, care, or treatment of mental or physical
22 illnesses, injuries, or health conditions, or
- 23 3. To receive preventative care.

24 **b.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW
25 49.76.

26 **c.** In the event the County facility the employee works in is closed by a public official
27 for any health-related reason, or when an employee's child's school or place of care
28 is closed by a public official for a health-related reason.

d. To increase the employee's or a family member's safety, when the employee or the
employee's family member has been a victim of trafficking under RCW 9A.40.100.

- 1 e. For family and medical leave available under federal law, state law or County
2 ordinance.
- 3 f. Employee’s exposure to contagious diseases and resulting quarantine.
- 4 g. For purposes of paid sick leave, a “family member” is:
 - 5 1. A spouse or domestic partner,
 - 6 2. A child, including a biological, adopted, foster child, a stepchild, or a child
7 to whom the employee stands in loco parentis, is a legal guardian or is a De
8 Facto parent, regardless of age or dependency status, or the child of the
9 employee’s domestic partner,
 - 10 3. The parent of an employee, employee’s spouse, or employee’s domestic
11 partner. Parent includes, biological, adoptive, de facto, foster, stepparent,
12 legal guardian, or a person who stood or stands in loco parentis to the
13 employee, employee’s spouse, or employee’s domestic partner.
 - 14 4. A grandparent, grandchild, or sibling.

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

- 25 a. The leave may be continuous or intermittent, when medically necessary.

26 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
27 care child may only be taken when approved.

- 28 b. In order to be eligible for FMLA, an employee must have been employed by the
County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to
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 or other family and medical leaves available under federal or state
9 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, Washington
14 State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act..

15 b. In order to be eligible for leave under this Article, an employee must have been
16 employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding
17 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
one week of vacation leave). The employee is permitted to use the supplemental leave first.

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

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

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

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

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

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

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

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

a. Provide the Command Staff reasonable advance notice of the need to take time off

1 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a
2 reasonable expectation that the employee’s failure to donate may result in serious illness, injury, pain
3 or the eventual death of the identified recipient.

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

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

10 **ARTICLE 7: GENERAL LEAVES**

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

14 **a. Immediate Family Defined.** Immediate family shall be defined as the employee’s:

- 15 1. spouse or domestic partner,
- 16 2. legal guardian, ward, or any person whom the employee has legal custody,
- 17 3. the following family members of the employee, the employee’s spouse, or the
18 employee’s domestic partner:
 - 19 i. a child,
 - 20 ii. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a
21 person who stood or stands in loco parentis),
 - 22 iii. a grandparent,
 - 23 iv. a child-in-law,
 - 24 v. a grandchild, or
 - 25 vi. a sibling.

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

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

1 hours.

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

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

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

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

19 **e. *No Cash Out of Donated Leave.*** Donated leave hours are excluded from all
20 payouts and restorations.

21 **f. *No Accruals on Donated Leave.*** Accrued leave will not accrue on donated leave as
22 it is used.

23 **g. *Eligibility to receive and use Comprehensive Leave Eligible Employee-to-***
24 ***Comprehensive Leave Eligible Employee donated leave hours.***

25 1. The receiving employee must have exhausted all paid leave accruals (e.g.,
26 vacation leave, sick leave, executive leave, etc.) to use donated leave.

27 2. The receiving employee can only use donated leave for KCFML and FMLA
28 qualifying reasons.

 3. The leave for which the employee is receiving donations must be for a

1 prolonged absence. A prolonged absence is considered to be three or more consecutive days. An
2 employee may use donated leave intermittently after the employee’s prolonged absence if the
3 conditions in 1 and 2 above are met.

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

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

13 a. CDO leave shall be administered in the same manner as Executive Leave and will
14 be available to employees on January 1st of each year.

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

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

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

27 **Section 7.6. Jury Duty.** An employee required by law to serve on jury duty shall continue to
28 receive salary and shall be relieved of regular duties. The fees, exclusive of mileage, paid by the
Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on

1 jury duty, they will inform their immediate supervisor as soon as possible, but not later than two
2 weeks in advance, regarding the dates of absence from regular duties.

3 **ARTICLE 8: WAGES**

4 ***Section 8.1. Wage Differential.*** The top step for Majors will be 23 percent above top step for
5 Captains.

6 ***Section 8.2.*** In the event the Captains’ top base pay due is retroactively adjusted due to an
7 interest arbitration award or agreement, the Majors’ top base pay shall also be retroactively adjusted,
8 as provided under Sections 8.1. King County and the PSPMA agree to maintain the above Majors’
9 rate differentials until the execution of a successor agreement, accordingly, the annual base pay rate
10 will be adjusted upon any change in the top step Captains annual base pay referenced in the PSPMA
11 Captains collective bargaining agreement. In the event any increase in top step Captains annual base
12 pay is retroactive, the adjustment for the Majors’ annual base pay shall also be retroactive to the date
13 of the increase for top step Captains. Should any negotiated or flat retro amount, exclusive of any
14 signing or ratification bonus, be paid to the Captains, the parties agree to meet and discuss the
15 application of that retro methodology to maintain compliance with this Section. Majors who retire
16 during the contract period of this Agreement are entitled to receive any retroactive pay increases that
17 are paid to non-retired majors, up to the date of their retirement.

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

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

22 **ARTICLE 9: HOURS OF WORK**

23 ***Section 9.1. Salaried Employees.*** Employees are FLSA overtime exempt salaried employees
24 and are expected to work the hours required to accomplish the duties of their position. Employees
25 will not be assigned a specific shift (though they may be required to work certain “core hours”) but
26 the parties agree that employees’ work schedules should provide a presence as well as supervision on
27 each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their
28 supervisors.

Section 9.2. Alternative Schedules. Nothing in this agreement shall preclude employees

1 from working an alternative work schedule. Alternative work schedules shall be negotiated by the
 2 Association and must have KCSO approval. Denial of an alternative work schedule by KCSO shall
 3 not be subject to the grievance procedure.

4 **Section 9.3. Special Event Considerations.** King County will implement GOM 11.03.110.
 5 Prior to any policy changed to that GOM section, King County will provide PSPMA both notice and
 6 opportunity to bargain proposed changes to the extent required by law. This provision does not
 7 constitute a waiver of either party’s collective bargaining rights.

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

10 **Section 10.1.** Employees participate in the Deputy Sheriff’s Health Plans agreed upon by the
 11 King County Police Officers Guild.

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

15 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

Section 11.5. The County and KCSO recognize that Association members may from time to

1 time need to conduct Association business related to collective bargaining matters during their core
2 hours of work. This time must not create undue interference with normally assigned duties.

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

7 **Section 11.7.** Off-duty employment shall be in accordance with the KCSO GOM provided;
8 however, KCSO shall not require a “hold harmless” agreement for such employment or liability
9 insurance of the off-duty employer.

10 **Section 11.8.** KCSO agrees to make available up to 100 practice rounds of ammunition for an
11 employee’s primary duty weapon and either ten rounds of shotgun or rifle ammunition per month to
12 each employee. Any ammunition drawn by the employee shall be used by the employee at KCSO
13 approved ranges under supervised conditions. Distribution of ammunition shall be pursuant to the
14 GOM and provided to employees bi-annually.

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

17 **Section 11.10.** All commissioned employees shall be furnished required uniforms and
18 equipment and shall be furnished all replacement items of uniforms and equipment on an as-needed
19 basis.

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

21 **Section 11.12. Association/Management Meetings.** Association/Management meetings will
22 be held with two representatives from the Association, two representatives from KCSO, and a
23 representative from the Office of Labor Relations. One KCSO’s representative will be the Sheriff or
24 designee, and one of the Association representative will be the Association President or designee.
25 These meetings may be more or less frequent, upon mutual agreement. The meetings should be held
26 at a location and date/time that is convenient for all parties. The purpose of these meetings is to
27 discuss in a collaborative manner department plans and goals, and any issues of concern to one of the
28 parties. The parties shall notify one another of agenda items two days prior to the scheduled meeting.

No agreement relating to any mandatory subject of bargaining reached at these meetings is binding

1 unless reduced to writing.

2 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

9 **Step 1 – Immediate Supervisor:** A grievance shall be presented in writing by the
10 aggrieved employee and their Association representative, within 14 calendar days of the occurrence
11 of such grievance, to the aggrieved employee’s immediate supervisor. The immediate supervisor
12 shall gain all relevant facts and shall attempt to resolve the matter and notify the employee within 20
13 calendar days of receiving the grievance. If a grievance is not pursued to the next level within ten
14 calendar days of the step-1 resolution, it shall be presumed resolved.

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

24 **Step 3 – Office of Labor Relations:** If, after thorough evaluation, the step-2 decision
25 has not resolved the grievance to the satisfaction of the Association, the grievance may be presented
26 to the Director of the Office of Labor Relations/designee. All letters, memoranda, and other written
27 materials previously submitted to lower levels of supervision shall be made available for the review
28 and consideration in the step-3 review. The Director of the Office of Labor Relations/designee may
interview the employee and/or their representative and receive any additional related evidence which

1 they may deem pertinent to the grievance. The Director of the Office of Labor Relations/designee
2 shall make their written decision available within 20 calendar days of receiving the step-3 grievance.
3 If the grievance is not pursued to the next higher level within ten calendar days of the step-3
4 resolution, it shall be presumed resolved.

5 ***Step 4 – Request for Arbitration:***

6 a. Either the County or the Association may request arbitration within 45 calendar
7 days of the conclusion of step-3 and must specify the exact question which it wishes arbitrated,
8 except that written reprimands are not subject to step-4 of the grievance procedure. For arbitrations
9 related to employee discipline, the parties shall jointly request the appointment of a qualified neutral
10 arbitrator in accordance with the arbitrator assignment process for law enforcement personnel
11 disciplinary grievances established by RCW 41.58. For all other grievance arbitrations, the parties
12 shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are
13 unable to agree upon an arbitrator, the arbitrator shall then be selected from a panel of 11 arbitrators
14 furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected
15 from the list by both the County representative and the Association representative each alternately
16 striking a name from the list until one name remains. The arbitrator shall render a decision within 30
17 days of the receipt of the briefs in the matter, where possible, and the decision of the arbitrator shall
18 be final and binding on both parties.

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

22 c. The arbitrator’s fee and expenses shall be borne equally by both parties. Court
23 reporter and transcript costs shall also be borne equally by both parties. Each party shall bear the cost
24 of any witnesses appearing on that party’s behalf and their attorney’s fees, if applicable.

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

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

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

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

5 **Section 12.5. Procedures.** Grievances of a disciplinary action that is based on reasonable
6 evidence of the commission of a crime or involves suspension or termination of employment shall be
7 initiated at step-2 of the grievance procedure. Employees who have been relieved of duty may
8 request and shall have approved, the utilization of accrued vacation and/or holiday hours.

9 **Section 12.6. Parties to the Agreement.** This is an Agreement between the County and the
10 Association, no individual may, without Association concurrence, make use of the provisions of this
11 Article.

12 **ARTICLE 13: SAVINGS CLAUSE**

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

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

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

28 **Section 14.2.** Upon notification in writing by the County to the Association that any
member(s) of this bargaining unit are engaged in a work stoppage, the Association shall immediately,

1 in writing, order such member(s) of this bargaining unit to immediately cease engaging in such work
2 stoppage and provide the County with a copy of such order. In addition, if requested by the County,
3 a responsible official of the Association shall publicly order such member(s) of this bargaining unit to
4 cease engaging in such a work stoppage.

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

7 a. Discharge.

8 b. Suspension or other disciplinary action as may be applicable to such employee.

9 **ARTICLE 15: WAIVER CLAUSE**

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

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

19 **ARTICLE 16: TRANSFERS**

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

24 **Section 16.2. Notification of Hardship:** When an employee is transferred or reassigned by
25 the Sheriff/designee, the employee shall submit written notification to the Sheriff/designee of any
26 hardships caused by the transfer or reassignment if they believe the transfer/reassignment results in a
27 significant hardship on the employee or their family due to excess travel time, expense, or other
28 factors. KCSO will give full consideration to these factors in conjunction with operational needs and
will respond to viable alternatives proposed by the employee or the Association with written

1 justification for the transfer. Employees will be given 14 calendar days of notice prior to the actual
2 permanent transfer when feasible. Transfers due to exigent circumstances may occur as soon as
3 necessary.

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

5 **Section 17.1.** The position of Major is an appointed position by the Sheriff/designee and
6 serves at the pleasure of the Sheriff. If a Major is removed from this appointed position, they may
7 return to a civil service position previously held in KCSO, in accordance with civil service and state
8 statutory rights and requirements (RCW 41.14.290).

9 **Section 17.2.** KCSO must conduct an internal investigation that complies with GOM Chapter
10 3 and due process protections generally afforded KCSO employees in order to sustain policy
11 violations against a Major, or suspend or terminate a Major from employment. In criminal matters,
12 an employee shall be afforded those constitutional rights available to any citizen.

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

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

17 b. “Investigative Agent of the County” as used herein shall mean any agent of the
18 County who is empowered to conduct an administrative investigation into the conduct of an
19 employee.

20 c. The Sheriff shall compel any member of the bargaining unit who is the subject of
21 an administrative investigation to fully cooperate in any Interrogation by an Investigative Agent of
22 the County, unless the Sheriff believes there is good cause not to. In the event the Sheriff does not
23 compel the subject of an investigation, the good cause basis to not compel shall be provided to the
24 Association upon request.

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

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

1 **Section 17.5.** Any interrogation (which shall not violate the employee’s constitutional rights)
2 shall take place at a mutually agreeable location. Prior to the interrogation by an Investigative Agent,
3 the employee shall be provided a copy of their employee rights and shall be ordered to cooperate
4 fully in the investigation under penalty of termination (GOM 3.03). The employee shall be advised
5 of their right to representation and afforded an opportunity and facilities to contact and consult
6 privately with an attorney of their own choosing and that person may be present during the
7 interrogation, but may not participate in the interrogation except to counsel the employee.
8 Additionally, an employee shall be advised of their right to and shall be allowed Association
9 representation to the extent allowed by law. Bargaining unit members in any administrative
10 investigation shall not be subject to an administrative subpoena unless 1) they have failed to obey an
11 order to fully cooperate in an investigation (refused to comply with GOM 3.03 or 2) the KCSO has
12 refused to issue an order to cooperate in an investigation and the bargaining unit member has
13 declined to fully cooperate with OLEO’s independent investigation.

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

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

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

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

27 **Section 17.10.** Administrative Investigations must be completed within 180 days of the
28 matter coming to the attention of the KCSO Command Staff/Captains. In the event the Investigative
Agent believes an extension beyond 180 days is necessary, and the County establishes that it has

1 acted with due diligence and the investigation could not reasonably be completed due to factors
 2 beyond the control of the Investigative Agent (for example, extended illness or other unavailability of
 3 a critical witness, such as the complainant or the officer being investigated, or necessary delays in the
 4 processing of forensic evidence by other agencies), the County must contact the Association prior to
 5 the expiration of the 180 days seeking to extend the time period. Any request for extension based on
 6 the unavailability of witnesses shall include a showing that the witness is expected to become
 7 available in a reasonable period of time. A request for extension based upon the above criteria will
 8 not be unreasonably denied.

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

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

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

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

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

ARTICLE 18: CIVILIAN REVIEW

Section 18.1. The King County Office of Law Enforcement Oversight (OLEO) provides independent oversight of all aspects of KCSO’s internal administrative system, to enhance accountability and community trust under the authority granted to OLEO in the King County Charter and the King County Code, as amended. Any OLEO investigation shall not replace a KCSO internal administrative investigation process. If the County intends to impose discipline on a member of this bargaining unit, KCSO must complete its own independent administrative investigation of the member.

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

- a. Real-time access to administrative investigative information, through the use of I/APro, or successor system.
- b. The ability to make recommendations regarding intake classifications as outlined in Section 18.8.
- c. The ability to participate in all administrative interviews as outlined in Section 18.9.
- d. The ability to make suggestions regarding the need for additional investigation as outlined in Section 18.11.
- e. The ability to review and make suggestions to KCSO regarding KCSO findings on complaint investigations as outlined in Section 18.14.
- f. The ability to attend scenes of Critical Incidents as outlined in Section 18.4.
- g. The ability to attend review boards as outlined in Section 18.5
- h. The ability to conduct independent investigations as outlined in Section 18.18.

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

Section 18.3. OLEO may receive complaints or concerns from any party, including, without limitation, members of the public or employees of KCSO. OLEO will forward all complaints falling under KCSO’s administrative-investigation jurisdiction to the Internal Investigations Unit (IIU)

1 within five business days.

2 **Section 18.4.** The OLEO director/designee shall be timely notified of and have the
3 opportunity to attend scenes of Critical Incidents requiring callout of an independent law enforcement
4 agency, the Criminal Investigations Divisions (CID), and/or the Administrative Review Team (ART)
5 for employee involved events.

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

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

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

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

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

1 mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding
2 except to enforce this section.

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

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

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

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

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

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

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

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

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

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

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

27 a) OLEO is prohibited from distributing or releasing KCSO documents related to
28 pending KCSO investigations to any third parties, except the Sheriff/designee. The KCSO will be the
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
16 Article 17. In administrative investigations of complaints being performed by both KCSO and OLEO
17 the parties 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
and policies of the KCSO. Such review shall not be directly related to an allegation of potential or

1 specific employee misconduct. Any report generated by OLEO on the basis of this section or KCC
2 2.75.040 (D), (E), (H), or (I) shall not use the name of bargaining unit members in the report.

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

6 **ARTICLE 19: EARLY INTERVENTION SYSTEMS**

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

10 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

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

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

22 **STEP 1.** Within 15 days of receiving the appraisal, the employee may request a
23 meeting with their supervisor to address and challenge the appraisal. This meeting shall be scheduled
24 within ten days. After the employee has provided the information associated with the challenge, the
25 supervisor shall advise the employee as part of the meeting of their determination to either modify the
26 appraisal or preserve it as written. The supervisor shall document the discussion with the employee.
27 If the employee is not satisfied with the supervisor's response, they may appeal to Step 2.

28 **STEP 2.** Within 15 days following the meeting with their supervisor, the employee
may request a meeting with the supervisor's commanding officer (or civilian equivalent) to address

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

10 **STEP 3.**

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

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

23 **c.** The employee shall be solely responsible for presenting their perspective of the
 24 appraisal to the Board. The supervisor or commanding officer responsible for evaluating the
 25 employee shall be solely responsible for presenting their perspective of the appraisal to the Board.

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

28 **1.** Each member of the Board must agree that their vote, and the votes of
 others, shall remain confidential. Unauthorized disclosure of such information shall be just cause for

1 removal from the Board.

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

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

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

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

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1 **ARTICLE 21: DURATION**

2 This contract shall become effective upon ratification by the Association and the conclusion
3 of the approval process by King County through December 31,2026. Unless otherwise provided in
4 this Agreement, all changes effectuated by the Agreement shall be effective following the parties' full
5 and final ratification of the Agreement.

6
7 **APPROVED** this _____ day of _____, 2024.

8
9
10
11 By: _____

12 King County Executive

13
14 PUGET SOUND POLICE MANAGERS
15 ASSOCIATION:

16
17 *Eric W. Muller*

18 _____
19 Eric Muller, President

Addendum A – Wage and Education

Majors - 2024		
Step	Annual	Hourly
1	179,011	86.06
2	187,711	90.25
3	192,216	92.41
4	196,830	94.63
5	201,554	96.90
6	206,391	99.23
7	211,344	101.61
8	216,417	104.05
9	221,611	106.54
10	226,929	109.10

Education Incentive:

MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE

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

Certificate Of Completion

Envelope Id: 39501BFF042D43C48DFA6A88877CC171	Status: Completed
Subject: Complete with DocuSign: Ordinance 19806.docx, Ordinance 19806 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 35	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

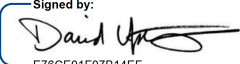
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
8/21/2024 1:30:17 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

Signed by:

E76CE01F07B14EF...
Signature Adoption: Uploaded Signature Image
Using IP Address: 67.185.138.82


Timestamp

Sent: 8/21/2024 1:31:17 PM
Viewed: 8/21/2024 1:40:08 PM
Signed: 8/21/2024 1:40:18 PM

Electronic Record and Signature Disclosure:

Accepted: 8/21/2024 1:40:08 PM
ID: 25bc8744-9322-4439-8852-6043c23a106b

Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

8DE1BB375AD3422...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

Sent: 8/21/2024 1:40:20 PM
Viewed: 8/21/2024 1:47:42 PM
Signed: 8/21/2024 1:47:48 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

Signed by:

4FBCAB8196AE4C6...
Signature Adoption: Uploaded Signature Image
Using IP Address: 146.129.84.156

Sent: 8/21/2024 1:47:50 PM
Viewed: 8/27/2024 12:56:49 PM
Signed: 8/27/2024 12:57:13 PM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2024 12:56:49 PM
ID: 19324177-8dc0-4382-9cd3-d1c8b084d4e2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 8/21/2024 1:47:50 PM
Viewed: 8/21/2024 3:48:03 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/27/2024 12:56:49 PM
Signing Complete	Security Checked	8/27/2024 12:57:13 PM
Completed	Security Checked	8/27/2024 12:57:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.