

AGREEMENT BETWEEN
PUGET SOUND POLICE MANAGERS ASSOCIATION
AND
KING COUNTY

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1 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Association, as representing King County Sheriff's
3 Office Captains and Lieutenants in the King County Sheriff's Office (Public Employment Relations
4 Commission case number 21637-08-3352).

5 **Section 2.** It shall be a condition of employment that all regular, full-time employees in the
6 classifications of King County Sheriff's Office Captain and King County Sheriff's Office Lieutenant
7 shall become members of the Association and remain members in good standing or pay an agency fee
8 to the Association. Timely payment of regular Association dues will constitute membership in good
9 standing for the purpose of this article.

10 It shall also be a condition of employment that regular, full-time employees covered by this
11 Agreement and hired on or after its effective date shall, on the thirtieth day following such
12 employment, become and remain members in good standing in the Association or pay an agency fee
13 to the Association.

14 Provided, that employees with a bona fide religious objection to Association membership
15 and/or association based on the bona fide tenets or teachings of a church or religious body of which
16 such employee is a member shall not be required to tender those dues or initiation fees to the
17 Association as a condition of employment. Such employee shall pay an amount of money equivalent
18 to regular Association dues and initiation fee to a non-religious charity mutually agreed upon between
19 the public employee and the Association. The employee shall furnish written proof that payment to
20 the agreed upon non-religious charity has been made. If the employee and the Association cannot
21 agree on the non-religious charity, the Public Employment Relations Commission shall designate the
22 charitable organization. It shall be the obligation of the employee requesting or claiming the religious
23 exemption to show proof to the Association that he/she is eligible for such exemption. All initiation
24 fees and dues paid either to the Association or charity shall be for non-political purposes.

25 **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a
26 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount
27 of dues as certified by the secretary of the Association and shall transmit the same to the treasurer of
28 the signatory organization.

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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 signatory organization. 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.

Section 4. The County will require all new employees, who assume a position included in the bargaining unit, to sign a form (in triplicate), which will inform them of the Association's exclusive recognition.

Section 5. The County will transmit to the Association a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

1 ARTICLE 3: MANAGEMENT RIGHTS

2 It is recognized that the Employer retains the right to manage the affairs of the County and to
3 direct the work force. Such functions of the Employer include, but are not limited to the following:

- 4 a. determine the mission, budget, organization, number of employees, and internal
5 security practices of the King County Sheriff's Office;
- 6 b. recruit, examine, promote, train, employees of its choosing, and determine the time
7 and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- 8 c. assign and direct the work force;
- 9 d. develop and modify class specifications;
- 10 e. determine the method, materials, and tools to accomplish the work;
- 11 f. designate duty stations and assign employees to those duty stations;
- 12 g. establish reasonable work rules;
- 13 h. assign the hours of work;
- 14 i. take whatever actions may be necessary to carry out the Department's mission in
15 case of emergency;
- 16 j. Bi-Weekly Pay: The right to define and implement a new bi-weekly payroll system
17 is vested exclusively in King County. Implementation may include a conversion of wages and leave
18 benefits into hourly amounts and the parties recognize King County's exclusive right to make the
19 changes necessary to implement such payroll system.

20 In prescribing policies and procedures relating to personnel and practices, and to the
21 conditions of employment, the Employer will comply with state law to negotiate or meet and confer
22 with the Association, as appropriate.

23 All of the functions, rights, powers, and authority of the Employer not specifically abridged,
24 deleted, or modified by this Agreement are recognized by the Association as being retained by the
25 Employer.

1 **ARTICLE 4: HOLIDAYS**

2 ***Section 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
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	
25th day of December	Christmas Day

15
16 In addition to the above, each employee will have two (2) personal holidays. These holidays
17 will be administered through the vacation plan. One day will be granted on the first of October; one
18 on the first of November of each year.

19 ***Section 2. Holidays For Employees On A 5/2 Schedule:*** Employees working a 5/2 schedule
20 with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the
21 holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls
22 on Sunday.

1 **ARTICLE 5: VACATIONS**

2 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40 hours
3 per week shall receive vacation benefits as indicated in the following table:

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

23 Maximum vacation accrual will be 480 hours.

24 **Section 2.** Employees shall accrue and use vacation benefits consistent with King County
25 personnel rules.

26 **Section 3.** No employee shall be permitted to work for compensation for the County in any
27 capacity during the time when the employee is on vacation, except that the provisions of this section
28 shall not apply to employees who, in their capacity as commissioned, King County Sheriff's Office

1 Employees provide security for any King County sanctioned event approved by the Sheriff's office.

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

4 **Section 5. Forfeiture of Vacation:** Employees are responsible for requesting sufficient hours
5 of vacation leave, in accordance with Department policy, to ensure that they do not exceed the
6 maximum accrual levels. All employees shall use or forfeit excess vacation accrual prior to
7 December 31 of the year in which the excess was accrued. An employee may continue to accrue
8 vacation leave beyond the maximum specified herein, if as a result of cyclical workloads or work
9 assignments, the employee requested but was denied vacation leave time. Employees who leave King
10 County employment for any reason will be paid for their unused vacation up to the maximum
11 specified herein, except that employees who become disabled and retire as a result thereof shall be
12 paid for all unused vacation.

13 **Section 6.** In accordance with past practice, vacation shall be granted on a seniority basis
14 within each shift, squad or unit and shall be taken at the request of the employee with the approval of
15 the Division Commander or designee. Employees who are transferred involuntarily, and who have
16 already had their vacation request approved will be allowed to retain that vacation period regardless
17 of their seniority within the new shift, squad or unit to which they are transferred.

18 **Section 7. Vacation Payoff:** Vacation payoff upon termination from employment for any
19 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also
20 include educational/longevity incentive pay.

21 **Section 8. Vacation Transfer:** Employees may transfer a portion of their accrued vacation to
22 other employees consistent with King County ordinance K.C.C. 3.12.223; Ordinance 12014 Section
23 22 policy and procedures.

24 **Section 9. Leave Cancellation:** If the Employer cancels approved leave and the affected
25 employee has incurred non-refundable or unusable expenses in planning for the same, the employee
26 shall be reimbursed by the County for those expenses. Any employee called back to duty once leave
27 has begun shall be reimbursed for round trip transportation costs in returning to duty.

1 **ARTICLE 6: SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES**

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

7 **Section 2. SLLB use:**

8 a. The hours in the individual SLLB may be used as vacation pursuant to Article 5,
9 Vacations, Sections 3, 4, and 8, of this agreement. Additionally, upon filing an application for
10 disability leave/retirement, SLLB hours may be used as the basis for continuing to receive an
11 allowance equal to regular pay during the period of time between the initial date of illness or injury,
12 and the date of final disposition made by either the local disability board or the State Retirement
13 System. In the event that the application for disability leave/retirement is ultimately denied by the
14 local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the
15 allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance
16 then in effect.

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

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

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

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

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

1 "Immediate family" for purposes of bereavement leave is defined as follows: the employee's
2 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,
3 parents, siblings, grandchildren and grandparents of the employee's spouse or domestic partner.

4 b. Three (3) paid leave days (24 hours per instance) may be granted to an employee
5 due to a requirement to care for immediate family members who are seriously ill. No more than six
6 (6) days of such leave may be used for this purpose per calendar year. Written verification for family
7 care leave may be requested by management. This verification will include: 1) nature and severity of
8 illness or injury; 2) relationship of immediate family member; and 3) a statement indicating that no
9 other person is available and/or capable of providing care for the ill or injured family member. In
10 addition, family care leave shall be approved for accompanying or transporting immediate family
11 members to and from a hospital or to medical or dental appointments, providing the immediate family
12 member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the
13 employee's aid. Up to one day's leave may be authorized for an employee to be at the hospital on the
14 day of the birth of his/her child in addition to the six (6) days mentioned above.

15 c. In cases of family care where no paid leave benefit exists, the employee will be
16 granted leave under the King County Code, King County Family Medical Leave (KCFML), Federal
17 Family Medical Leave (FMLA) or Washington State Family Care Act, as appropriate. This includes
18 health benefits continuation as required by King County, State, or Federal law.

19 d. "Family member" for purposes of KCFML means: the employee's spouse or
20 domestic partner, the child or parent of the employee or the employee's spouse or domestic partner, or
21 an individual who stands or stood in loco parentis to the employee, the employee's spouse or
22 domestic partner.

1 **ARTICLE 7: SICK LEAVE**

2 **Section 1. Accrual:** Full-time regular employees, and part-time regular employees who
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that
5 sick leave shall not begin to accrue until the first of the month following the month in which the
6 employee commenced employment. The employee is not entitled to sick leave if not previously
7 earned.

8 **Section 2. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits
9 accrued by an employee.

10 **Section 3. Doctor's certificate Verification of Illness:** Department Management is
11 responsible for the proper administration of the sick leave benefit. A doctor's certificate verifying
12 illness or inability to perform work may be required of an employee for any sick leave use when the
13 County has cause to believe there has been an abuse of sick leave. The county will make a reasonable
14 effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

15 **Section 4. Separation from Employment:** Separation from King County employment,
16 except by retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
17 leave currently accrued to the employee. Should the employee resign in good standing or be laid off
18 and return to the County within two years, accrued sick leave shall be restored.

19 **Section 5. Other Than County Employment:** Sick leave because of an employee's physical
20 incapacity shall not be approved where the injury is directly traceable to employment other than with
21 the County.

22 **Section 6. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have
23 successfully completed at least five (5) years of county service and who retire as a result of length of
24 service, or who leave County employment in good standing after twenty-five (25) years or more, or
25 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW
26 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick
27 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment
28 less mandatory withholdings. All payments shall be made based on the employee's base rate as set

1 forth herein, and there shall be no deferred sick leave reimbursement. This sick-leave cash-out is
2 subject to any determination by bargaining unit members to have their funds placed in Voluntary
3 Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service,
4 as set forth in the King County Code. Such determination is applicable to all members of the
5 bargaining unit.

6 **Section 7. Special Sick Leave:** All LEOFF II employees shall be provided with eighteen (18)
7 days special sick leave, which shall be used only to supplement the employee's industrial insurance
8 benefit should the employee be injured on the job during his or her first calendar year on the job. The
9 special sick leave shall not be used until three (3) days of regular sick leave have been used for each
10 incident of on-the-job injury. In the event the employee has no accrued sick leave, the special sick
11 leave shall be immediately available for an on-the-job injury. During the second year of employment,
12 and for all succeeding years, all LEOFF II employees shall be provided with eighteen (18) days
13 special sick leave which shall only be utilized in the circumstances as herein described. Special sick
14 leave is non-cumulative, but is renewable annually.

15 **Section 8. Special Workers Compensation Supplement:** The county will provide a Special
16 Worker's Compensation Supplement to LEOFF II employees who are injured on the job, maintain
17 eligibility of Worker's Compensation and are unable to work (as determined by the County Safety
18 and Claims Office) for a period exceeding six consecutive months, but not to exceed twelve
19 consecutive months; provided that the employee's condition is the result of an injury occurring during
20 the search, arrest or detention of any person/place, or during the attempt to search, arrest or detain any
21 person/place or occurring when an officer is involved in an emergency response to a request for
22 service.

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

28 The Special Worker's Compensation Supplement shall be reduced by the amount of any State

1 legislatively mandated increase in benefits for LEOFF II employees which occur during the term of
2 this contract. The contract provision for Special Worker's Compensation Supplement shall
3 automatically cease to be in effect on the expiration date of this contract, regardless of whether a
4 successor agreement has been negotiated or is in the process of being negotiated, mediated and/or
5 arbitrated.

6 **Section 9. Uses of Sick Leave:** Employees are eligible to use accrued sick leave for the
7 following reasons:

- 8 a. Employee illness;
- 9 b. Noncompensable injury of an employee (e.g., those injuries generally not eligible
10 for worker's compensation payments);
- 11 c. Employee disability due to pregnancy or childbirth;
- 12 d. Employee exposure to contagious diseases and resulting quarantine;
- 13 e. Employee keeping medical, dental, or optical appointments;
- 14 f. In accordance with the FMLA, King County Code and relevant state law, including
15 but not limited to the Family Care Act – consistent with Section 10 below;
- 16 g. Up to three (3) days of sick leave may be used per year with advance approval from
17 the Sheriff's Office, to volunteer at the employee's children's school, consistent with King County
18 Personnel Guidelines.

19 **Section 10. Family Care and Bereavement Leave:**

- 20 a. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
21 of bereavement leave a year due to death of members of their immediate family.
- 22 b. Regular, full-time employees who have exhausted their bereavement leave, shall be
23 entitled to use sick leave in the amount of three (3) days (24 hours) for each additional instance when
24 death occurs to a member of the employee's immediate family.
- 25 c. Up to one day's absence of sick leave may be authorized for an employee to be at
26 the hospital on the day of the birth of his/her child.
- 27 d. LEOFF II employees in this bargaining unit shall enjoy the benefits set forth in
28 King County Code 3.12.220, King County's Family and Medical Leave (KCFML) Ordinance.

1 "Family member" for purposes of KCFML means: the employee's spouse or domestic partner, the
2 child or parent of the employee's spouse or domestic partner, or an individual who stands or stood in
3 loco parentis to the employee, the employee's spouse or domestic partner.

4 e. "Immediate Family" for purposes of bereavement leave is defined as: the
5 employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and
6 the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic
7 partner.

8 **Section 11.** Holidays or regular days off falling within the prescribed period of absence shall
9 not be charged against accrued sick leave.

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1 **ARTICLE 8: WAGE RATES**

2 *Section 1. Wage Rates:* Wage rates for 2009 are set forth in Addendum A.

3 *Section 2.* All employees in the bargaining unit on the execution date of this Agreement and
4 all former bargaining unit employees who promoted out of or separated from service between
5 January 1, 2009 and the execution date of this Agreement shall be paid the following wages based
6 upon an express understanding between the parties made prior to January 1, 2009 that the hourly
7 wages and other compensation in effect on that date, January 1, 2009 and thereafter, would be
8 increased by an amount determined by the parties in negotiations or through arbitration. The parties
9 have mutually agreed to the following wage rates:

10 a. Effective January 1, 2009, wage rates in effect December 31, 2008 shall be
11 increased by 4.88%.

12 b. Effective January 1, 2010, wage rates in effect December 31, 2009 shall be
13 increased by 2.0%.

14 c. Effective, January 1, 2011, due to the current difficult economic conditions, wage
15 rates shall not be increased by a Cost of Living Adjustment and shall remain status quo. Bargaining
16 unit employees shall be eligible to receive other forms of compensation adjustments provided in this
17 Agreement.

18 *Section 3. Salary upon reinstatement:* Employees who are reinstated pursuant to Civil
19 Service Rules within one calendar year of the date they left County service shall, upon reinstatement,
20 be compensated at Step 5 of their respective pay range. Upon successful completion of six (6)
21 months actual service, after reinstatement, they shall be compensated at the appropriate wage step
22 based upon their total service (prior service plus current service).

23 Employees who are reinstated pursuant to Civil Service Rules within two (2) calendar years
24 shall, upon reinstatement, be compensated at Step 5 of their respective range. Upon successful
25 completion of twelve (12) months actual service, after reinstatement, they shall be compensated at the
26 appropriate wage step based upon their total service (prior service plus current service).

27 In order to receive credit for prior service under this Section, employees must receive an
28 overall rating of "Meets Standards" or better on all performance evaluations during the six (6) month

1 or one (1) year period respectively.

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1 **ARTICLE 9: HOURS OF WORK**

2 Employees are FLSA overtime exempt salaried employees and are expected to work the hours
3 required to accomplish the duties of their position. Employees will not be assigned a specific shift
4 (though they may be required to work certain “core hours”) but the parties agree that Employees’
5 work schedules should provide a presence as well as supervision on each shift. Employees are
6 allowed to flex their schedules as appropriate, after consultation with their supervisors.

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

2 **Section 1.** King County presently participates in group medical, dental, and life insurance
3 programs. The County agrees to maintain a plan during the term of this Agreement, provided that the
4 Association and the County agree that the County may implement changes to employee insurance
5 benefits to which the Joint Labor Management Insurance Committee has agreed.

6 **Section 2. Access To Information:** The County shall provide access to all information
7 necessary to assess the benefit levels provided under the current plan, alternative benefits which
8 might be available, the cost of those benefits, and the savings which could result from cost
9 containment measures. The County shall use its best efforts to cause its insurance carriers to provide
10 such information to the committee.

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1 **ARTICLE 11: MISCELLANEOUS**

2 **Section 1.** An employee elected or appointed to office with the Association that requires a
3 part or all of his/her time shall be given leave of absence up to one (1) year without pay upon
4 application.

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

7 **Section 3.** Employees who are directly involved with proceedings before the Civil Service
8 Commission may be allowed to attend without loss of pay provided prior permission is granted by the
9 Department Director or designee.

10 **Section 4.** The parties agree that the Sheriff's Office has the right to assign Employees to
11 perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of
12 a higher classification, for a period of one (1) day or more, Employees shall be compensated at the
13 first step of the salary range assigned to the classification under which they are acting or five (5)
14 percent over their current Employees pay (whichever is greater) for the period of the assignment.
15 Employees will not lose their longevity premiums during any period of "acting assignment."

16 **Section 5.** The County and Sheriff Department recognize that Association members may
17 from time to time need to conduct Association business related to collective bargaining matters
18 during their core hours of work. This time must not create undue interference with normally assigned
19 duties.

20 **Section 6.** Employees who suffer a loss or damage, in the line of duty, to personal property
21 and/or clothing, will have same repaired or replaced at Department expense provided however, that
22 reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to
23 \$150 per incident.

24 **Section 7.** Off-duty employment shall be in accord with the Department Manual provided,
25 however, the Department shall not require a "hold harmless" agreement for such employment or
26 liability insurance of the off-duty employer.

27 **Section 8.** The employer agrees to make available up to six hundred rounds of ammunition
28 per year to each employee. Further, the department agrees to take the necessary measures to insure

1 that employees on the graveyard shift can obtain the ammunition upon request. Each eligible
2 employee shall be allowed to draw up to 200 rounds at a time provided, however, that any
3 ammunition drawn by the employee shall be used by the employee.

4 **Section 9.** Employees shall have the right to examine their personnel file upon request during
5 normal business hours.

6 **Section 10.** All commissioned employees shall be furnished required uniforms and
7 equipment, and shall be furnished all replacement items of uniforms and equipment on an as-needed
8 basis.

9 **Section 11. Jury Duty:** An employee required by law to serve on jury duty shall continue to
10 receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so
11 assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
12 forwarded to the Comptroller. When an employee is notified to serve on jury duty, he/she will inform
13 his/her immediate supervisor as soon as possible, but not later than two weeks in advance, regarding
14 the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of
15 regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

16 When the total required assignment to jury duty has expired, the employee will return to
17 regular duties provided: there must be a minimum of twelve (12) hours between the time the
18 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an
19 employee shall not be required to report to his/her shift at the conclusion of the twelve (12) hour
20 break if there are less than four (4) hours remaining on the shift. Notwithstanding the above,
21 employees assigned to day shift, who have four (4) or more hours remaining on their shift at the time
22 of release or dismissal from jury duty, shall report to duty at the time of release or dismissal.

23 **Section 12.** Employees will not be required to drive unsafe vehicles.

24 **Section 13.** In the event that METRO will no longer allow law enforcement officers to ride
25 free of charge, the County will provide METRO bus passes at no cost for the employee.

26 **Section 14. Association/Management Meetings:** Association/Management meetings will be
27 held with two representatives from the Association, two representatives from the King County
28 Sheriff's Office, and a representative from King County Labor Relations. One of the King County

1 Sheriff's Office representative will be the King County Sheriff (or designee), and one of the
2 Association representative will be the Association President (or designee). These meetings may be
3 more or less frequent, upon mutual agreement. The meetings should be held at a location and
4 date/time that is convenient for all parties. The purpose of these meetings is to discuss in a
5 collaborative manner department plans and goals, and any issues of concern to one of the parties. The
6 parties shall notify one another of agenda items two days prior to the scheduled meeting. No
7 agreement relating to any mandatory subject of bargaining reached at these meetings is binding unless
8 reduced to writing.

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ARTICLE 12: GRIEVANCE PROCEDURE

Section 1. Definition: Grievance - a dispute as to the interpretation or application of an express term of this Agreement. Written reprimands are not subject to Step 4 of this procedure.

Section 2. Procedure:

Step 1 - Immediate Supervisor: A grievance shall be presented in writing by the aggrieved employee and his/her Association representative, within fourteen (14) calendar days of the occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within twenty (20) working days. If a grievance is not pursued to the next level within five (5) working days, it shall be presumed resolved.

Step 2 - Sheriff-Director: If, after thorough evaluation, the decision of the supervisor has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Sheriff-Director. All letters, memoranda, and other written materials previously submitted to lower levels of supervision shall be made available for the review and consideration of the Sheriff-Director. He/she may interview the employee and/or his/her representative and receive any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written decision available within twenty (20) working days. If the grievance is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

Step 3 - Office of Labor Relations: If the decision of the Sheriff-Director has not resolved the grievance the grievance may be presented to the Office of Labor Relations, which shall render a decision on the grievance within twenty (20) working days.

Step 4 - Request for Arbitration: Either the County or the Association may request arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it wishes arbitrated except that written reprimands are not subject to Step 4 of the grievance procedure. The parties shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of 11 arbitrators furnished by the American Arbitration Association AAA Dispute Resolution Panel. The arbitrator will be selected from the list by both the County representative and the

1 Association representative each alternately striking a name from the list until one name remains. The
2 arbitrator shall render a decision within 30 days and the decision of the arbitrator shall be final and
3 binding on both parties.

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

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

9 No matter may be arbitrated which the County by law has no authority over, has no authority
10 to change, or has been delegated to any civil service commission or personnel board as defined in
11 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

12 There shall be no strikes, cessation of work, or lockout during such conferences or arbitration.
13 Time restrictions may be waived by consent of both parties.

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

18 **Section 4. Procedures:** A grievance challenging a disciplinary transfer may be appealed
19 directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In conducting
20 disciplinary investigations, the County will comply with all relevant ordinances and departmental
21 rules, and additionally will allow an employee who is the subject of a disciplinary interview or
22 hearing to privately confer with an Association representative during the interview or hearing. In
23 those instances where disciplinary action is based on reasonable evidence of the commission of a
24 crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the
25 Grievance Procedure will be initiated immediately, and the Office of Labor Relations shall render a
26 decision within twenty (20) working days of the date the employee is accused of the violation or is
27 relieved of duty. Employees who have been relieved of duty may request and shall have approved,
28 the utilization of accrued vacation and/or holiday hours.

1 **Section 5. Just Cause Standard:** No employee may be discharged, suspended without pay or
2 disciplined in any way except for just cause. In addition, the County will employ the concept of
3 progressive discipline.

4 **Section 6. Probationary Period:** All newly hired and promoted employees must serve a
5 probationary period of one year as defined in R.C.W. 41.14 and Civil Service Rules. Sheriff's Civil
6 Service Rules specify that the probationary period is an extension of the hiring process; therefore, the
7 provisions of this Article will not apply to employees if they are discharged during their initial
8 probationary period or are demoted during the promotional probationary period for not meeting the
9 requirements of the classification. Grievances brought by probationary employees involving issues
10 other than discharge or demotion may be processed in accordance with this Article.

11 **Section 7. Parties to the Agreement:** In as much as this is an agreement between the County
12 and the Association, no individual may without Association concurrence, make use of the provisions
13 of this Article.

1 **ARTICLE 13: ASSOCIATION USE OF BULLETIN BOARDS AND INTERNET**

2 The employer agrees to permit the Association to post on County bulletin boards, the
3 announcement of meetings, election of officers, and any other Association material. The employer
4 agrees to permit the Association the use of County e-mail to post the announcement of meetings,
5 election of officers, and collective bargaining materials. The Association agrees to follow the
6 County's e-mail policy as per MOA number 000U0108, "Internet Acceptable Use Policies", to the
7 extent that it does not conflict with this Article

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1 **ARTICLE 14: SAVINGS CLAUSE**

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

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ARTICLE 15: WORK & STOPPAGE AND EMPLOYER PROTECTIONS

Section 1. The parties agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bonafide, or other interference with County functions by employees under this Agreement and should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the County to the Association that any of its members are engaged in a work stoppage, the Association shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall publicly order such Association employees to cease engaging in such a work stoppage.

Section 3. Any employee who commits any act prohibited in this article will be subject to the following action or penalties:

1. Discharge.
2. Suspension or other disciplinary action as may be applicable to such employee.

1 **ARTICLE 16: WAIVER CLAUSE**

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

8 The parties agree that in the event they enter into memoranda of understanding during the life
9 of this agreement, such agreements are binding when signed by authorized representatives of the
10 parties. No ratification process is required.

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ARTICLE 17: REDUCTION-IN-FORCE

Employees laid off as a result of a reduction in force shall be laid off according to seniority within the classification, with the employee with the least time being the first to go. In the event there are two or more employees eligible for layoff within the Department with the same classification and seniority, the Department Director will determine the order of layoff based on employee performance.

Employees laid off in accordance with the provisions of this article will be eligible for rehire into positions of the same classification in the inverse order of layoff.

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1 **ARTICLE 18: TRANSFERS**

2 ***Section 1. Request for Transfer:*** Employees may submit written requests for transfer or
3 reassignment to another division, shift, squad, or unit and such requests shall be given full
4 consideration by the Department.

5 ***Section 2. Involuntary Transfers:*** When an employee is transferred or reassigned
6 involuntarily and such transfer or reassignment produces significant hardship on the employee or
7 his/her family due to excess travel time, expense, or other factors, the Department will give full
8 consideration to these factors and respond to viable alternatives proposed by the employee or the
9 Union with written justification for the transfer. Employees will be given 14 calendar days notice
10 prior to the actual permanent transfer. Transfers due to exigent circumstances may occur as soon as
11 necessary.

12 ***Section 3. Disciplinary Transfers:*** When a transfer is used as a disciplinary sanction, it shall
13 be subject to the grievance procedure and just cause provisions of Article 12.

ARTICLE 19: BILL OF RIGHTS

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

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

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

Section 3. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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1 **ARTICLE 20: EXECUTIVE LEAVE**

2 *Section 1.* Employees in the position of Employee work in a bona fide
3 executive/administrative capacity and as such, are exempt from the overtime provisions of the Fair
4 Labor Standards Act. Employees are expected to work the hours required to accomplish the duties of
5 their positions.

6 Based on their exemption from overtime pay, Employees shall be granted ten (10) days of
7 noncumulative paid Executive Leave each calendar year.

8 *Section 2.* An employee appointed to the rank of Employee after January 1st of any calendar
9 year shall, for the calendar year in which appointed, be granted a prorated share of the ten (10) days of
10 Executive Leave based upon the number of full pay periods remaining in that calendar year. Such
11 prorated share shall accrue immediately upon appointment.

12 *Section 3.* Executive Leave shall be administered in the same manner as vacation leave.
13 Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is
14 granted, or it will be lost. There shall be no cash out of Executive Leave.

1 **ARTICLE 21: ALTERNATIVE WORK SCHEDULES**

2 Nothing in this agreement shall preclude employees from working an alternative work
3 schedule. Alternative work schedules shall be negotiated by the Association and must have
4 departmental and Human Resources Division of the Department of Executive Services approval.
5 Denial of an alternative work schedule by the Department shall not be subject to the grievance
6 procedure.

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1 **ARTICLE 22: ON CALL DUTY OFFICER LEAVE**

2 *Section 1.* The assignment of Command Duty Officer (CDO) requires flexible work hours so
3 that the CDO is available on a 24 hour, 7 days per week basis. All personnel assigned as CDO are
4 expected to work at least four (4) hours graveyard shift (2200 to 0600 hours) during their assigned
5 CDO week days (Monday – Friday). A employee typically receives two weekly CDO assignments
6 per year. Recognizing that Employee’s core hours are primarily dayshift hours, effective January 1,
7 2011, Employees will receive two (2) days of On Call Duty Officer Leave for the CDO assignment.

8 *Section 2.* On Call Duty Officer Leave shall be administered in the same manner as
9 Executive Leave, and will be available to Employees on January 1st of each year. Should
10 Management change the CDO work hour’s requirement at any time during a calendar year, the CDO
11 Leave previously credited will remain in effect for that year. If in the subsequent year the CDO hours
12 requirement is changed so that no change in normal or core work hours is required, then no member
13 will be due the leave.

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1 ARTICLE 23: CIVILIAN REVIEW

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

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

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

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

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

28 *Section 5.* Once any complaint is received by the IIU, it shall be submitted to the chain of

1 command for review pursuant to the King County General Orders Manual Policy. When either the
2 Sheriff or her/his designee determines that the allegations warrant investigation, such investigation
3 shall be approved, and IIU will initiate the investigative process.

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

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

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

1 provided herein.

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

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

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

11 **Section 12.** Any complaining party who is not satisfied with the findings of the Sheriff's
12 Office concerning their complaint may contact the KCOLEO to discuss the matter further. However,
13 unless persuasive and probative new information is provided, the investigation will remain closed. In
14 accordance with established arbitral case law, employees may not be subject to discipline twice for
15 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
16 burden of establishing compliance with this section rests with the County in any subsequent challenge
17 to the discipline. Moreover, this section is subject to the 180 day limitation contained in Article 19,
18 Section 9 of this Agreement.

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

1 **Section 14.** The KCOLEO may recommend policies and procedures for the review and/or
2 audit of the complaint resolution process, and review and recommend changes in Sheriff's Office
3 policies to improve the quality of police investigations and practices. Nothing herein shall be
4 construed as a waiver of the Association's right to require the County to engage in collective
5 bargaining as authorized by law.

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

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

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

28 **Section 18.** Upon implementation of the procedure outlined herein, the County agrees to

1 repeal the existing Oversight ordinance within 60 days. The sections of the existing Ordinance that
2 do not involve a mandatory subject of bargaining or otherwise conflict with this Agreement, and thus
3 may be included in the new Ordinance, are the Sections 1, 2 (except delete 2b), 4 (and adding the
4 criteria agreed to herein) 10 and 11. The determination as to the size of the KCOLEO will be made
5 by the County. The parties agree that this does not prohibit the County from passing legislation that
6 does not involve a mandatory subject of bargaining under RCW 41.56 and does not conflict with this
7 Agreement. This includes the creation of a citizen law enforcement oversight committee such as the
8 one referred to in King County Ordinance 15611, Section 9. The parties agree that Section 9 as
9 written may be interpreted as not involving a mandatory subject of bargaining and not in conflict with
10 this Article. The parties agree that this Agreement does not prohibit King County from placing the
11 new King County Office of Law Enforcement Oversight (“KCOLEO”) in any branch of King County
12 Government, including the Legislative Branch.

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1 ARTICLE 24: EARLY INTERVENTION SYSTEMS

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

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

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

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

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

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1 **ARTICLE 25: PERFORMANCE EVALUATIONS**

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

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

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

13 **STEP 1**

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

20 **STEP 2**

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

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

4 **STEP 3**

5 Within fifteen (15) days following the meeting with his/her commanding officer the employee
6 may request, through the Director of Human Resources, a hearing before the Performance Appraisal
7 System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice.
8 The request must be submitted in writing and cite specific facts supporting the employee's
9 allegation(s). The Director of Human Resources will review the employee's request to determine if
10 the criteria for an appeal have been met within 10 days. This determination shall be appealable to the
11 PAS Review Board as a preliminary matter.

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

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

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

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

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

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

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

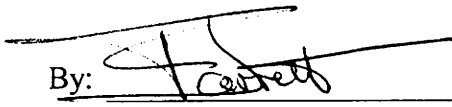
8 **Section 4.** The Department may use performance appraisals (absent any record of early
9 interventions), along with other relevant information, in determining the appropriateness of
10 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not
11 appeal a performance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

1 **ARTICLE 26: DURATION**

2 This contract shall become effective upon ratification by the Association and the conclusion
3 of the approval process by the King County Council and cover the period beginning January 1, 2009
4 and through December 31, 2011.

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APPROVED this 2nd day of December, 2010

By: 

King County Executive

PUGET SOUND POLICE MANAGERS
ASSOCIATION:



Michael Pendrak, President