

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

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

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

**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

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

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

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

1           **Section 2.4. Union Notification.** The KCSO will 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 <sup>th</sup>	Juneteenth
Fourth day of July	Independence Day
First Monday of September	Labor Day
Second Monday of October	Indigenous Peoples' Day
11 <sup>th</sup> 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 1<sup>st</sup>. 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:

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

21 Maximum vacation accrual will be 480 hours for all Majors who were allowed to accrue up to  
22 480 hours of vacation immediately prior to joining the bargaining unit. Majors directly hired from  
23 outside of KCSO shall also have a maximum accrual of 480 hours, unless KCPOG has agreed to a  
24 lower maximum accrual of 320 hours for new hires, in which case 320 hours shall be maximum  
25 vacation accrual for the Majors hired from outside KCSO. All Majors who had a maximum accrual of  
26 320 hours of vacation immediately prior to joining the bargaining unit shall have a maximum accrual  
27 of 320 hours.

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

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

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 31<sup>st</sup> 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.

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

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

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

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

- 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 1<sup>st</sup> 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.

1 **ARTICLE 18: CIVILIAN REVIEW**

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

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

- 11 a. Real-time access to administrative investigative information, through the use of  
12 I/APro, or successor system.
- 13 b. The ability to make recommendations regarding intake classifications as outlined in  
14 Section 18.8.
- 15 c. The ability to participate in all administrative interviews as outlined in Section  
16 18.9.
- 17 d. The ability to make suggestions regarding the need for additional investigation as  
18 outlined in Section 18.11.
- 19 e. The ability to review and make suggestions to KCSO regarding KCSO findings on  
20 complaint investigations as outlined in Section 18.14.
- 21 f. The ability to attend scenes of Critical Incidents as outlined in Section 18.4.
- 22 g. The ability to attend review boards as outlined in Section 18.5
- 23 h. The ability to conduct independent investigations as outlined in Section 18.18.

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

27 **Section 18.3.** OLEO may receive complaints or concerns from any party, including, without  
28 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.

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 \_\_\_\_\_  
Eric Muller, President

1 **Addendum A – Wage and Education**

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<b>Majors - 2024</b>		
<b>Step</b>	<b>Annual</b>	<b>Hourly</b>
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

13

14 **Education Incentive:**

15

16 **MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE**

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21

<b>Years</b>	<b>4+</b>
<b>Associate's Degree</b>	<b>2%</b>
<b>Bachelor's Degree</b>	<b>4%</b>
<b>Master's Degree</b>	<b>6%</b>