

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

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16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP 1

ARTICLE 3: MANAGEMENT RIGHTS..... 3

ARTICLE 4: HOLIDAYS.....4

ARTICLE 5: VACATIONS6

ARTICLE 6: SICK LEAVE.....8

ARTICLE 7: WAGE RATES 13

ARTICLE 8: HOURS OF WORK 14

ARTICLE 9: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS 14

ARTICLE 10: MISCELLANEOUS..... 15

ARTICLE 11: GRIEVANCE PROCEDURE 16

ARTICLE 13: SAVINGS CLAUSE 19

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

ARTICLE 15: WAIVER CLAUSE..... 20

ARTICLE 16: REDUCTION-IN-FORCE 20

ARTICLE 17: TRANSFERS 21

ARTICLE 18: POLICE OFFICERS’ BILL OF RIGHTS..... 21

ARTICLE 19: EXECUTIVE LEAVE..... 24

ARTICLE 20: ON CALL DUTY OFFICER LEAVE 24

ARTICLE 21: OFFICE OF LAW ENFORCEMENT OVERSIGHT 25

ARTICLE 22: EARLY INTERVENTION SYSTEMS 30

ARTICLE 23: PERFORMANCE EVALUATIONS 30

ARTICLE 24: DURATION 33

ADDENDUM A: WAGE RATES

AGREEMENT BETWEEN
PUGET SOUND POLICE MANAGERS ASSOCIATION
AND
KING COUNTY
REPRESENTING CAPTAINS AND LIEUTENANTS

These articles constitute an agreement, the 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 by the Metropolitan King County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County and KCSO has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in Chapter 100, Extraordinary Session, 1967, Laws of the State of Washington (RCW 41.56).

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 2.1. The County recognizes the Association, as representing Captains and Lieutenants in KCSO, (Public Employment Relations Commission (PERC) case number 21637-08-3352).

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

1 amount of dues and initiation fee or representational fees as certified by the Association and transmit
2 the same to the Association. The Association will indemnify, defend and hold the County harmless
3 against any claims made and against any suit instituted against the County on account of any check-
4 off of dues for the Association. The Association agrees to refund to the County any amounts paid to
5 it in error on account of the check-off provision upon presentation of proper evidence thereof.

6 **Section 2.4. Union Notification.** The KCSO will require all employees hired in a position
7 included in the bargaining unit to sign a form which will inform them of the Association's exclusive
8 recognition.

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

12 **Section 2.6. Bulletin Boards and Internet.** KCSO agrees to permit the Association to post
13 on bulletin boards, the announcement of meetings, election of officers, and any other Association
14 material. KCSO agrees to permit the Association the use of County e-mail to post the announcement
15 of meetings, election of officers, and collective bargaining materials. The Association agrees to
16 follow the County's Internet Technology Acceptable Use Policies when using the County's e-mail
17 and internet. The parties understand and agree there is no guarantee of privacy in the communications
18 described herein and that such communications may be subject to disclosure under the Public
19 Records Act.

20 **Section 2.7. Association Officer Leave.** An employee elected or appointed to office with the
21 Association that requires a part, or all of their time shall be given leave of absence up to one year
22 without pay upon application.

23 **Section 2.8. Association Business.** County and KCSO recognize that Association members
24 may from time to time need to conduct Association business related to collective bargaining matters
25 during their core hours of work. This time must not create undue interference with normally assigned
26 duties.

27 **Section 2.9. Association/Management Meetings:** Association/Management meetings will be
28 held with up to three representatives from the Association, two representatives from KCSO, and a

1 representative from the Office of Labor Relations (OLR). One KCSO's representative will be the
2 Sheriff or designee, and one of the Association representatives will be the Association President or
3 designee. These meetings may be more or less frequent, upon mutual agreement. The meetings
4 should be held at a location and date/time that is convenient for all parties. The purpose of these
5 meetings is to discuss in a collaborative manner department plans and goals, and any issues of
6 concern to one of the parties. The parties shall notify one another of agenda items two days prior to
7 the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at
8 these meetings is binding unless reduced to writing. The parties may, by mutual agreement, convene
9 joint Association/Management meetings with other PSPMA bargaining units and adjust the number
10 of attendees from both sides. For the 2021-2023 term of this Agreement, the parties agree that
11 transfer of Captains, City Chief selection process, and records retention policies shall be standing
12 agenda items for the parties to discuss in Association/Management Meetings. KCSO agrees that it
13 will provide 14 days' notice to PSPMA before implementing any changes to "The Findings and
14 Recommendations Memo" section of GOM 3.03.040.

15 **ARTICLE 3: MANAGEMENT RIGHTS**

16 **Section 3.1.** It is recognized that the County and KCSO retain the right to manage the affairs
17 of the County and the KCSO and to direct the work force, subject to the express limits of this
18 Agreement. Such functions include, but are not limited to the following:

- 19 a. determine the mission, budget, organization, number of employees, and internal
20 security practices of KCSO;
- 21 b. recruit, examine, promote, train, employees of its choosing, and determine the time
22 and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- 23 c. assign and direct the work force;
- 24 d. develop and modify class specifications;
- 25 e. determine the method, materials, and tools to accomplish the work;
- 26 f. designate duty stations and assign employees to those duty stations;
- 27 g. establish reasonable work rules;
- 28 h. assign the hours of work;

1 i. take whatever actions may be necessary to carry out KCSO's mission in case of
2 emergency;

3 **Section 3.2. Bi-Weekly Pay:** Employees shall be paid on a biweekly payroll cycle as defined
4 by the County. and the parties recognize the County's exclusive right to make the changes necessary
5 to implement such a payroll system.

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

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

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 19th	Juneteenth
Fourth day of July	Independence Day
First Monday of September	Labor Day
Second Monday of October	Indigenous Peoples' Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	Day after Thanksgiving Day
25th day of December	Christmas Day

1 **Section 4.2 Personal Holidays:** Employees shall receive two personal holidays every year to
2 be added to their vacation bank in the second full pay period of the year, or upon hire no later than
3 the start of the pay period that includes December 1st. In no event will an employee receive more
4 than two personal holidays in a calendar year.

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

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

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1 **ARTICLE 5: VACATIONS**

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

4 Full Years of Service	5 Hourly Accrual Rate	6 Approximate Annual Leave in Days (based on 2080 hours)
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.

22 **Section 5.2.** Employees shall accrue and use vacation benefits consistent with King County
23 Code (KCC) 3.12.190.

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

28 **Section 5.4. Payment Upon Death:** In cases of separation by death, payment of unused

1 vacation benefits shall be made to the employee's estate.

2 **Section 5.5. Forfeiture of Vacation:** Employees are responsible for requesting sufficient
3 hours of vacation leave, in accordance with KCSO policy, to ensure that they do not exceed the
4 maximum accrual levels at the end of the year. Employees must use vacation leave in excess of the
5 maximum accrual amount on or before the last day of the pay period that includes December 31 of
6 each year. An employee may carryover vacation leave beyond the maximum specified herein, if the
7 employee requested but was denied vacation leave time, and the carryover was approved by the
8 Sheriff/designee.

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

13 **Section 5.7.** Vacation shall be granted on a seniority basis within each shift, squad or unit and
14 shall be taken at the request of the employee with the approval of the Division Commander or
15 designee. Employees who are transferred involuntarily, and who have already had their vacation
16 request approved will be allowed to retain that vacation period regardless of their seniority within the
17 new shift, squad or unit to which they are transferred.

18 **Section 5.8. 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 and longevity incentive pay.

21 **Section 5.9. Vacation Donation:** Employees may donate a portion of their accrued vacation
22 to other comprehensive leave eligible employees consistent with KCC 3.12.223. Donated leave
23 hours remain with the recipient and do not revert to the donor.

24 **Section 5.10. Leave Cancellation:** If KCSO 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.

28

1 **ARTICLE 6: SICK LEAVE**

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

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

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

14 ***Section 6.4. Separation from Employment:*** Separation from or termination of County
15 employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or
16 separation for medical reasons, shall cancel all sick leave accrued to the comprehensive leave eligible
17 employee. Should the comprehensive leave eligible employee return to County employment within
18 two years, accrued sick leave shall be restored. If a retiree is rehired, that employee is not entitled to
19 have any sick leave restored.

20 ***Section 6.5. Other Than County Employment:*** Sick leave because of an employee's
21 physical incapacity shall not be approved where the injury is directly traceable to employment other
22 than with the County.

23 ***Section 6.6. Sick Leave Cashout:*** Except as modified by a VEBA agreement, employees
24 eligible to accrue sick leave and who have successfully completed at least five years of County
25 service and who retire as a result of length of service, or who leave County employment in good
26 standing after 25 years or more, or who terminate by reason of death shall be paid, or their estates
27 paid or as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused,
28 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving

1 County employment less mandatory withholdings. All payments shall be made based on the
2 employee's base rate as set forth herein, and there shall be no deferred sick leave reimbursement.

3 **Section 6.7. Special Sick Leave:** Employees shall be provided with 18 days special sick
4 leave, which shall be used only to supplement the employee's industrial insurance benefit should the
5 employee be injured on the job during their first calendar year on the job. The special sick leave shall
6 not be used until three days of regular sick leave have been used for each incident of on-the-job
7 injury. In the event the employee has no accrued sick leave, the special sick leave shall be
8 immediately available for an on-the-job injury. During the second year of employment, and for all
9 succeeding years, all employees shall be provided with 18 days special sick leave which shall only be
10 utilized in the circumstances as herein described. Special sick leave is non-cumulative, but is
11 renewable annually.

12 **Section 6.8. Special Workers Compensation Supplement:** The County will provide a
13 Special Worker's Compensation Supplement to employees who are injured on the job, maintain
14 eligibility of Worker's Compensation and are unable to work (as determined by the County's Safety
15 and Claims Office) for a period exceeding six consecutive months, but not to exceed 12 consecutive
16 months; provided that the employee's condition is the result of an injury occurring during the search,
17 arrest or detention of any person/place, or during the attempt to search, arrest or detain any
18 person/place or occurring when an officer is involved in an emergency response to a request for
19 service.

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

25 b. The Special Worker's Compensation Supplement shall be reduced by the amount
26 of any state legislatively mandated increase in benefits for employees which occur during the term of
27 this contract. The contract provision for Special Worker's Compensation Supplement shall
28 automatically cease to be in effect on the expiration date of this Agreement, regardless of whether a

1 successor agreement has been negotiated or is in the process of being negotiated, mediated and/or
2 arbitrated.

3 **Section 6.9. Uses of Sick Leave:** Sick leave shall be used in accordance with federal, state,
4 and County law. Employees are eligible to use accrued sick leave for the following reasons:

5 a) The result of or to accommodate for the employee’s injury, mental or physical
6 illness, health condition or medical preventative care;

7 b) To allow an employee to provide care for an eligible family member with an
8 injury, mental or physical illness or health condition, for a family member who needs medical
9 diagnosis, care or treatment of a mental or physical illness, injury or health condition, or for a family
10 member who needs preventative medical care;

11 c) For absences that qualify for leave under the domestic violence act RCW 49.76;

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

14 e) In the event that the County facility at which the employee works is closed by a
15 public official for any health-related reason, or when an employee’s child’s school or place of care is
16 closed by a public official for a health-related reason;

17 f) For family and medical leave available under federal, state and County law, and
18 this Article.

19 **Section 6.10. Federal Family and Medical Leave Act (FMLA).** As provided for in the
20 FMLA of 1993, an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12
21 month period for the employee’s own qualifying serious health condition that makes the employee
22 unable to perform their job, to care for the employee’s spouse, child, or parent who has a qualifying
23 serious health condition, to bond with a newborn child, adoption or foster care placement (leave must
24 be taken within one-year of the child’s birth or placement), or for qualifying exigencies related to the
25 foreign deployment of a military member who is the employee’s spouse, child or parent. An eligible
26 employee who is a covered service member’s spouse, child, parent, or next of kin may take up to 26
27 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with
28 a serious injury or illness.

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

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

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

9 **Section 6.11. King County Family and Medical Leave (KCFML).** As provided by KCC, an
10 eligible employee may take up to 18 weeks of paid or unpaid KCFML in a single 12 month period for
11 the employee’s own qualifying serious health condition, to care for an eligible family member who
12 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care
13 placement (leave must be taken within one-year of the child’s birth or placement), and for any
14 qualifying reason under the FMLA, WFCA, or other family and medical leaves available under
15 federal or state law.

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

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

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

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

1 **Section 6.12. Paid Parental Leave (PPL).** PPL supplements an employee’s accrued paid
2 leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new child.

3 **a. Benefit Amount.** An employee’s supplemental leave benefit is calculated based on
4 the employee’s accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement
5 (“qualifying event”). The employee will receive the equivalent of their full salary for up to a total of
6 12 weeks, when combined with the employee’s accrued leave (except for one week of sick leave and
7 one week of vacation leave). The employee is permitted to use the supplemental leave first.

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

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

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

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

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

26 **f. Health and Leave Benefits.** The employee will continue to receive all health
27 benefits and shall continue to accrue vacation and sick leave during the period of PPL.
28

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

4 **Section 6.13.** Employees may use up to three days of their accrued sick leave each year to
5 perform volunteer services at a local school, or at a non-profit on the approved list for the Employee
6 Giving Program, consistent with KCC 3.12.225.

7 **Section 6.14. Bereavement Leave:**

8 **a. Bereavement Leave:** Regular, full-time employees shall be entitled up to five
9 days, (40 hours) of bereavement leave for each death of a person in the employee’s immediate
10 family.

11 **b. Immediate Family Defined:** For purposes of bereavement leave: The employee’s
12 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,
13 parents, siblings, grandchildren and grandparents of the employee’s spouse or domestic partner or the
14 employee’s legal guardian, ward or any person whom the employee has legal custody.

15 **Section 6.15.** Holidays or regular days off falling within the prescribed period of absence
16 shall not be charged against accrued sick leave.

17 **Section 6.16. Sick Leave Donation:** Employees may donate a portion of their accrued sick
18 leave to other comprehensive leave eligible employees consistent with KCC 3.12.223. Donated leave
19 hours remain with the recipient and do not revert to the donor.

20 **Section 6.17. Domestic Partner Defined:** For purposes of this article, domestic partner is
21 defined under KCC 3.12.010, as amended.

22 **ARTICLE 7: WAGE RATES**

23 **Section 7.1. Wage Rates:** Wage rates are set forth in Addendum A.

24 **Section 7.2. Salary upon reinstatement:**

25 **a.** Employees who are reinstated pursuant to Civil Service Rules within one calendar
26 year of the date they left County service shall, upon reinstatement, be compensated at Step 1 of their
27 respective pay range. Upon successful completion of six months actual service, after reinstatement,
28 they shall be compensated at the appropriate wage step based upon their total service (prior service

1 plus current service).

2 **b.** Employees who are reinstated pursuant to Civil Service Rules within two calendar
3 years shall, upon reinstatement, be compensated at Step 1 of their respective range. Upon successful
4 completion of 12 months actual service, after reinstatement, they shall be compensated at the
5 appropriate wage step based upon their total service (prior service plus current service).

6 **c.** In order to receive credit for prior service under this Section, employees must
7 receive an overall rating of “Meets Standards” or better on all performance evaluations during the six
8 month or one-year period respectively.

9 **ARTICLE 8: HOURS OF WORK**

10 *Section 8.1 Salaried Employees.* Employees are FLSA overtime exempt salaried employees
11 and are expected to work the hours required to accomplish the duties of their position. Employees
12 will not be assigned a specific shift (though they may be required to work certain “core hours”) but
13 the parties agree that employees’ work schedules should provide a presence as well as supervision on
14 each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their
15 supervisors.

16 *Section 8.2 Alternative Work Schedules.* Nothing in this agreement shall preclude employees
17 from working an alternative work schedule. Alternative work schedules shall be negotiated by the
18 Association and must have KCSO approval. Denial of an alternative work schedule by KCSO shall
19 not be subject to the grievance procedure.

20 **ARTICLE 9: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

21 *Section 9.1.* Employees participate in the Deputy Sheriff’s Health Plans as agreed upon by
22 the King County Police Officers Guild.

23 *Section 9.2. Long Term Disability (LTD) Plan Access:* Effective January 1, 2020,
24 employees will be eligible for LTD benefits as provided under the JLMIC; provided a LTD plan is
25 not available under the Deputy Sheriff’s Health Plans.

26 *Section 9.3. Self-Pay Retiree Health Benefit.* Employees, at the time of their retirement,
27 shall have the same access to any self-pay retiree benefit option available to the Deputies represented
28 by the King County Police Officers Guild.

1 **ARTICLE 10: MISCELLANEOUS**

2 *Section 10.2.* All employees who have been authorized to use their own transportation on
3 KCSO business shall be reimbursed at the rate established by the County.

4 *Section 10.3.* Employees who are directly involved with proceedings before the Civil Service
5 Commission, PERC, or grievance- arbitration may be allowed to attend without loss of pay provided
6 prior permission is granted by the Sheriff or designee.

7 *Section 10.4.* The parties agree that KCSO has the right to assign employees to perform work
8 out of class. When assigned by the Sheriff/designee to perform the duties and responsibilities of a
9 higher classification, for a period of one (1) day or more, employees shall be compensated at the first
10 step of the salary range assigned to the classification under which they are acting or five percent over
11 their current pay (whichever is greater) for the period of the assignment. Employees will not lose
12 their longevity premium during any period of “acting assignment.”

13 *Section 10.6.* Employees who suffer a loss or damage, in the line of duty, to personal
14 property and/or clothing, will have same repaired or replaced at KCSO expense provided however,
15 that reimbursement for non-essential personal items (e.g., watch, ring, necklace, etc.) shall be limited
16 to \$300 per incident.

17 *Section 10.7.* Off-duty employment shall be in accord with the KCSO Manual provided;
18 however, KCSO shall not require a “hold harmless” agreement for such employment or liability
19 insurance of the off-duty employer.

20 *Section 10.8.* KCSO agrees to make available up to 100 practice rounds of ammunition for
21 their primary duty weapon and either ten rounds of shotgun or rifle ammunition per month to each
22 employee. Any ammunition drawn by the employee shall be used by the employee at KCSO
23 approved ranges under supervised conditions. Distribution of ammunition shall be pursuant to the
24 GOM and provided to employees bi-annually.

25 *Section 10.9.* Employees shall have the right to examine their personnel file upon request
26 during normal business hours.

27 *Section 10.10.* All commissioned employees shall be furnished required uniforms and
28 equipment, and shall be furnished all replacement items of uniforms and equipment on an as-needed

1 basis.

2 **Section 10.11. Jury Duty:**

3 a. An employee required by law to serve on jury duty shall continue to receive salary
4 and shall be relieved of regular duties and assigned to day shift for the period of time so assigned to
5 jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the
6 County’s Comptroller. When an employee is notified to serve on jury duty, they will inform their
7 immediate supervisor as soon as possible, but not later than two weeks in advance, regarding the
8 dates of absence from regular duties. The supervisor will ensure that the employee is relieved of
9 regular duties a minimum of 16 hours prior to the time of reporting for jury duty.

10 b. When the total required assignment to jury duty has expired, the employee will
11 return to regular duties provided: There must be a minimum of 12 hours between the time the
12 employee is dismissed from jury duty and the time they must report for regular duties, provided an
13 employee shall not be required to report to their shift at the conclusion of the 12 hour break if there
14 are less than four hours remaining on the shift. Notwithstanding the above, employees assigned to
15 day shift, who have four or more hours remaining on their shift at the time of release or dismissal
16 from jury duty, shall report to duty at the time of release or dismissal.

17 **Section 10.12.** Employees will not be required to drive unsafe vehicles.

18 **Section 10.13. Bus Pass:** The County agrees to maintain the current public transportation
19 pass benefit and free ride home program for eligible employees for the term of this Agreement.

20 **ARTICLE 11: GRIEVANCE PROCEDURE**

21 **Section 11.1. Definition:** Grievance - a dispute as to the interpretation or application of an
22 express term of this Agreement. Written reprimands are not subject to Step 4 of this procedure.

23 **Section 11.2. Procedure:** Employees will be unimpeded and free from restraint, interference,
24 coercion, and discrimination or reprisal in seeking adjudication of their grievances.

25 **Step 1 - Immediate Supervisor:** A grievance shall be presented in writing by the
26 aggrieved employee and their Association representative, within 14 calendar days of the occurrence
27 of such grievance, to the employee’s immediate supervisor. The immediate supervisor shall gain all
28 relevant facts and shall attempt to adjust the matter and notify the employee within 20 calendar days.

1 If a grievance is not pursued to the next level within ten calendar days, it shall be presumed resolved.

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

10 **Step 3 – Office of Labor Relations:** If, after thorough evaluation, the step-2 decision
11 has not resolved the grievance to the satisfaction of the Association, the grievance may be presented
12 to the Director of the Office of Labor Relations/designee. All letters, memoranda, and other written
13 materials previously submitted to lower levels of supervision shall be made available for the review
14 and consideration in the step-3 review. The Director of the Office of Labor Relations/designee may
15 interview the employee and/or their representative and receive any additional related evidence which
16 they may deem pertinent to the grievance. The Director of the Office of Labor Relations/designee
17 shall make their written decision available within 20 calendar days. If the grievance is not pursued to
18 the next higher level within 45 calendar days, it shall be presumed resolved.

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

20 a. Either the County or the Association may request arbitration within 45
21 calendar days of conclusion of Step-3, and must specify the exact question which it wishes arbitrated
22 except that written reprimands are not subject to Step 4 of the grievance procedure. For arbitrations
23 related to employee discipline, the parties shall jointly agree to abide by RCW 41.58. For all other
24 grievance arbitrations, the parties shall then select a third disinterested party to serve as an arbitrator.
25 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected
26 from a panel of 11 arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS).
27 The arbitrator will be selected from the list by both the County representative and the Association
28 representative each alternately striking a name from the list until one name remains. The arbitrator

1 shall render a decision within 30 days of the receipt of the briefs in the matter, when possible, and the
2 decision of the arbitrator shall be final and binding on both parties.

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

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

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

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

14 **Section 11.3.** Time restrictions may be waived by consent of both parties.

15 **Section 11.4. Multiple Procedures:** If employees have access to multiple procedures for
16 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
17 procedures; selection is to be made no later than at the conclusion of Step 1 of this grievance
18 procedure.

19 **Section 11.5. Procedures:** In conducting disciplinary investigations, KCSO will comply
20 with all relevant KCC, ordinances and departmental rules, and additionally will allow an employee
21 who is the subject of a disciplinary interview or hearing to privately confer with an Association
22 representative during the interview or hearing. In those instances where disciplinary action is based
23 on reasonable evidence of the commission of a crime, or the proposed discipline involves suspension
24 or termination of the employee, Step 2 of the Grievance Procedure will be initiated immediately.
25 Employees who have been relieved of duty may request and shall have approved, the utilization of
26 accrued vacation and/or holiday hours.

27 **Section 11.6. Just Cause Standard:** No employee may be discharged, suspended without
28 pay, demoted, or issued a written reprimand except for just cause. In addition, the County will

1 employ the concept of progressive discipline.

2 **Section 11.7. Probationary Period:** All newly hired and promoted employees must serve a
3 probationary period of one-year as defined in R.C.W. 41.14 and Civil Service Rules. The
4 probationary period may be extended for any absence from work, or any period during which the
5 employee cannot perform all of the essential functions of the job that extends longer than ten
6 consecutive working days. Sheriff's Civil Service Rules specify that the probationary period is an
7 extension of the hiring process; therefore, the provisions of this Article will not apply to employees if
8 they are discharged during their initial probationary period or are demoted during the promotional
9 probationary period for not meeting the requirements of the classification. Grievances brought by
10 probationary employees involving issues other than discharge or demotion may be processed in
11 accordance with this Article.

12 **Section 11.8. Parties to the Agreement:** This is an agreement between the County and the
13 Association, no individual may, without Association concurrence, make use of the provisions of this
14 Article.

15 **ARTICLE 13: SAVINGS CLAUSE**

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

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

23 **Section 14.1.** The parties agree that the public interest requires efficient and uninterrupted
24 performance of all County and KCSO services, and to this end, pledge their best efforts to avoid or
25 eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or
26 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
27 assigned duties, sick leave absence which is not bona fide, or other interference with County or
28 KCSO functions by employees under this Agreement and should same occur, the Association agrees

1 to take appropriate steps to end such interference. Any concerted action by any employees in any
2 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

3 **Section 14.2.** Upon notification in writing by the County to the Association that any
4 member(s) of this bargaining unit are engaged in a work stoppage, the Association shall immediately,
5 in writing, order such member(s) of this bargaining unit to immediately cease engaging in such work
6 stoppage and provide the County with a copy of such order. In addition, if requested by the County,
7 a responsible official of the Association shall publicly order such member(s) of this bargaining unit to
8 cease engaging in such a work stoppage.

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

11 1. Discharge.

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

13 **ARTICLE 15: WAIVER CLAUSE**

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

20 The parties agree that in the event they enter into memoranda of understanding or agreement
21 during the life of this agreement, such agreements are binding when signed by authorized
22 representatives of the parties.

23 **ARTICLE 16: REDUCTION-IN-FORCE**

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

28 b. Employees laid off in accordance with the provisions of this article will be eligible for

1 rehire into positions of the same classification in the inverse order of layoff.

2 **ARTICLE 17: TRANSFERS**

3 *Section 17.1. Request for Transfer:* Employees may submit written requests for transfer or
4 reassignment to another division, shift, squad, or unit and such requests shall be given full
5 consideration by KCSO.

6 *Section 17.2. Involuntary Transfers:* When an employee is transferred or reassigned
7 involuntarily and such transfer or reassignment produces significant hardship on the employee or
8 their family due to excess travel time, expense, or other factors, KCSO will give full consideration to
9 these factors and respond to viable alternatives proposed by the employee or the Association with
10 written justification for the transfer. Employees will be given 14 calendar days notice prior to the
11 actual permanent transfer. Transfers due to exigent circumstances may occur as soon as necessary.

12 *Section 17.3. Disciplinary Transfers:* When a transfer is used as a disciplinary sanction, it
13 shall be subject to the grievance procedure and just cause provisions of Article 11.

14 **ARTICLE 18: POLICE OFFICERS' BILL OF RIGHTS**

15 *Section 18.1.* In criminal matters, an employee shall be afforded those constitutional rights
16 available to any citizen; however, a KCSO criminal investigator must notify an employee that they
17 are the subject of a criminal investigation when they question such employee concerning that
18 investigation. In investigative matters relating to job performance, the following guidelines shall be
19 followed:

20 *Section 18.2.*

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

24 (b) "Investigative Agent of the County" as used herein shall mean any agent of the
25 County who is empowered to conduct an administrative investigation into the conduct of an
26 employee.

27 (c) The Sheriff shall compel any member of the bargaining unit who is the subject of
28 an administrative investigation to fully cooperate in any Interrogation by an Investigative Agent of

1 the County, unless the Sheriff believes there is good cause not to. In the event the Sheriff does not
2 compel the subject of an investigation, the good cause basis to not compel shall be provided to the
3 Association upon request.

4 **Section 18.3.** Before interrogation, the employee shall be informed of the nature of the matter
5 in sufficient detail to reasonably apprise them of the matter. Nothing herein shall operate as a waiver
6 of the Association's right to request bargaining information.

7 **Section 18.4.** Any interrogation of an employee shall be at a reasonable hour, preferably
8 when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

9 **Section 18.5.** Any interrogation (which shall not violate the employee's constitutional rights)
10 shall take place at a mutually agreeable location. Prior to the interrogation by an Investigative Agent,
11 the employee shall be provided a copy of their employee rights and shall be ordered to cooperate
12 fully in the investigation under penalty of termination (GOM 3.03.100). The employee shall be
13 advised of their right to representation and afforded an opportunity and facilities to contact and
14 consult privately with an attorney of their own choosing and that person may be present during the
15 interrogation, but may not participate in the interrogation except to counsel the employee.
16 Additionally, an employee shall be advised of their right to and shall be allowed Association
17 representation to the extent allowed by law. Bargaining unit members in any administrative
18 investigation shall not be subject to an administrative subpoena unless 1) they have failed to obey an
19 order to fully cooperate in an investigation (refused to comply with GOM 3.03.100) or 2) the KCSO
20 has refused to issue an order to cooperate in an investigation and the bargaining unit member has
21 declined to fully cooperate with OLEO's independent investigation.

22 **Section 18.6.** The questioning shall not be overly long and the employee shall be entitled to
23 such reasonable intermissions as they shall request for personal necessities, meals, telephone calls
24 and rest periods.

25 **Section 18.7.** The employee shall not be subjected to any offensive language; nor shall they
26 be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain
27 their resignation; nor shall they be intimidated in any other manner. No promises or rewards shall be
28 made as an inducement to answer questions.

1 **Section 18.8.** KCSO shall not require any employee covered by this Agreement to take or be
2 subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence
3 of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

4 **Section 18.9.** There shall be an Association representative, appointed by the Association, as a
5 voting member of the Use of Force Review Board and the Department Level Driving Review Board.
6 KCSO will provide the Association with copies of the findings of all review boards.

7 **Section 18.10.** Administrative Investigations must be completed within 180 days of the
8 matter coming to the attention of the KCSO Command Staff/Captains. In the event the Investigative
9 Agent believes an extension beyond 180 days is necessary, and the County establishes that it has
10 acted with due diligence and the investigation could not reasonably be completed due to factors
11 beyond the control of the Investigative Agent (for example, extended illness or other unavailability of
12 a critical witness, such as the complainant or the officer being investigated, or necessary delays in the
13 processing of forensic evidence by other agencies), the County must contact the Association prior to
14 the expiration of the 180 days seeking to extend the time period. Any request for extension based on
15 the unavailability of witnesses shall include a showing that the witness is expected to become
16 available in a reasonable period of time. A request for extension based upon the above criteria will
17 not be unreasonably denied.

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

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

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

1 **Section 18.11.** KCSO shall at the time the employee is notified of final discipline, provide the
2 employee with each violation for which the discipline was imposed. Any arbitration shall be limited
3 to those violations identified by KCSO in the notice of discipline.

4 **Section 18.12.** County representation of bargaining unit members shall be pursuant to King
5 County Code 2.21.090. The decision whether a member shall be entitled to representation shall be
6 made as soon as possible after the King County Prosecutor's Office Chief Civil Deputy has been
7 provided with the necessary information to make that determination. Such representation may be
8 provided under a reservation of rights pending further determination(s) by the Chief Civil Deputy.
9 The Chief Civil Deputy's determination shall not be subject to grievance.

10 **ARTICLE 19: EXECUTIVE LEAVE**

11 **Section 19.1.** Employees work in a bona fide executive/administrative capacity and as such,
12 are exempt from the overtime provisions of the Fair Labor Standards Act. Employees are expected to
13 work the hours required to accomplish the duties of their positions. Based on their exemption from
14 overtime pay, employees shall be granted ten days of noncumulative paid Executive Leave each
15 calendar year.

16 **Section 19.2.** New employees appointed after January 1st of any calendar year shall, for the
17 calendar year in which appointed, be granted a prorated share of the ten days of Executive Leave
18 based upon the number of full pay periods remaining in that calendar year. Such prorated share shall
19 accrue immediately upon appointment.

20 **Section 19.3.** Executive Leave shall be administered in the same manner as vacation leave.
21 Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is
22 granted, or it will be lost. There shall be no cash out of Executive Leave.

23 **ARTICLE 20: ON CALL DUTY OFFICER LEAVE**

24 **Section 20.1.** The assignment of On-Call Duty Officer (CDO) requires flexible work hours so
25 that the CDO is available on a 24 hour, seven days per week basis. All personnel assigned as CDO
26 are expected to work at least four hours graveyard shift (2200 to 0600 hours) during their assigned
27 CDO weekdays (Monday – Friday). An employee typically receives two weekly CDO assignments
28 per year. Recognizing that employee's core hours are primarily dayshift hours, they will receive two

1 days of leave for the CDO assignment.

2 **Section 20.2.** CDO leave shall be administered in the same manner as Executive Leave, and
3 will be available to employees on January 1st of each year. Should KCSO change the CDO work
4 hour’s requirement at any time during a calendar year, the CDO leave previously credited will remain
5 in effect for that year. If in the subsequent year the CDO hours requirement is changed so that no
6 change in normal or core work hours is required, then no member will be due the leave.

7 **ARTICLE 21: OFFICE OF LAW ENFORCEMENT OVERSIGHT**

8 **Section 21.1.** The King County Office of Law Enforcement Oversight (OLEO) provides
9 independent oversight of all aspects of KCSO’s internal administrative system, to enhance
10 accountability and community trust under the authority granted to OLEO in the King County Charter
11 and the King County Code, as amended. Any OLEO investigation shall not replace a KCSO internal
12 administrative investigation process. If the County intends to impose discipline on a member of this
13 bargaining unit, KCSO must complete its own independent administrative investigation of the
14 member.

15 **Section 21.2.** OLEO may be actively involved in all KCSO internal administrative
16 investigation by having:

- 17 a) Real-time access to administrative investigative information, through the use of
18 IAPro, or successor system.
- 19 b) The ability to make recommendations regarding intake classifications as outlined
20 in Section 21.8.
- 21 c) The ability to participate in all administrative interviews as outlined in Section
22 21.9.
- 23 d) The ability to make suggestions regarding the need for additional investigation as
24 outlined in Section 21.11.
- 25 e) The ability to review and make suggestions to KCSO regarding KCSO findings on
26 complaint investigations as outlined in Section 21.14.
- 27 f) The ability to attend scenes of Critical Incidents as outlined in Section 21.4.
- 28 g) The ability to attend review boards as outlined in Section 21.5

1 h) The ability to conduct independent investigations as outlined in Section 21.18.

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

5 **Section 21.3.** OLEO may receive complaints or concerns from any party, including, without
6 limitation, members of the public or employees of KCSO. OLEO will forward all complaints falling
7 under KCSO's administrative-investigation jurisdiction to the Internal Investigations Unit (IIU)
8 within five business days.

9 **Section 21.4.** The OLEO director/designee shall be timely notified of and have the
10 opportunity to attend scenes of Critical Incidents requiring callout of an independent law enforcement
11 agency, the Criminal Investigations Divisions (CID), and/or the Administrative Review Team (ART)
12 for employee involved events.

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

17 For scenes controlled by an independent investigating agency, the designated KCSO
18 representative to the independent investigating agency shall request that OLEO be granted access
19 consistent with OLEO's access to scenes controlled by KCSO. The independent investigation
20 agency's decision shall be binding.

21 **Section 21.5.** OLEO may attend and participate in Use of Force Review Boards, Critical
22 Incident Review Boards, and Department-level Driving Review Boards, including any successor
23 review boards, as a non-voting member. OLEO may also attend a "lessons learned" ART reviews so
24 long as an Association representative is allowed to attend.

25 **Section 21.6.** In addition to complaints received by OLEO, KCSO will provide OLEO access
26 to all other complaints within five business days. OLEO will follow all applicable Criminal Justice
27 Information Services (CJIS) requirements and all regular OLEO staff shall be CJIS certified.

28 **Section 21.7.** OLEO will have the opportunity to make a recommendation for mediation to

1 the Sheriff/designee. In the event KCSO, the complainant and the employee all agree to mediation,
2 that process will be utilized rather than sending the matter on for investigation. Assuming the
3 employee participates in good faith during the mediation process, the employee will not be subject to
4 discipline and the complaint will be administratively dismissed. Good faith means that the employee
5 listens and considers the issues raised by the complainant, and acts and responds appropriately.
6 Agreement with either the complainant or the mediator is not a requirement of good faith. In the
7 event an agreement to mediate is reached and the complainant thereafter refuses to participate, the
8 employee will be considered to have participated in good faith. Moreover, any records related to
9 mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding
10 except to enforce this section.

11 **Section 21.8.** Once any complaint is received by the IIU, it shall be submitted to the chain of
12 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
13 KCSO's proposed intake classification or changed classification and within five business days either
14 agree or recommend a change to the intake classification before the complaint is classified. KCSO
15 shall make the final determination of the intake classification.

16 **Section 21.9.** Prior to an administrative interview, KCSO will timely notify OLEO of all
17 administrative investigation interviews on all complaints, Critical Incidents, Serious Force Incidents,
18 and Serious Officer Involved Events. A single OLEO representative may attend and observe
19 interviews and will be given the opportunity to ask questions that are within the scope of permissible
20 investigative questioning and at such time that it does not interfere with the questioning by KCSO.

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

26 **Section 21.10.** Upon completion of internal administrative investigations, OLEO may
27 conduct a certification review pursuant to the standards of OLEO. If OLEO did not attend an
28 interview, OLEO must indicate in any certification review any interview(s) that it did not attend.

1 **Section 21.11.** As a part of OLEO’s active involvement, OLEO may believe that additional
2 investigation is needed on issues they deem material to the outcome. If there is any dispute between
3 the assigned investigator(s) and OLEO regarding the necessity, practicality or materiality of the
4 requested additional investigation, the IIU or ART Commander will determine whether additional
5 investigation will be undertaken by KCSO. If OLEO is not satisfied with the determination of the
6 IIU or ART Commander, the matter will be submitted to the Sheriff/designee, for a determination
7 with OLEO providing the reason(s) for its recommended additional investigation. After completion
8 of the additional investigation, or the conclusion that no further investigation will be undertaken,
9 OLEO may then conduct its certification review as described in Section 21.10.

10 **Section 21.12.** All final disciplinary decisions will be made by KCSO.

11 **Section 21.13.** OLEO will be provided a copy of any letter or other notification to an
12 employee informing them of actual discipline imposed as a result of an administrative investigation
13 or the Notice of Finding in the event that the complaint is not sustained.

14 **Section 21.14.** OLEO will be given an opportunity to review internal administrative
15 investigation findings and provide recommendations on findings before KCSO notifies an employee
16 of any findings. OLEO shall not make any disciplinary recommendations. Any recommendation from
17 OLEO related to investigation findings shall be made within ten business days of OLEO receiving the
18 recommended findings.

19 OLEO, in addition to KCSO’s written Notice of Finding letter to the complainant, may send a
20 closing letter to the complainant. The letter may summarize the case findings within the context of
21 this Article.

22 **Section 21.15.** Any complaining party who is not satisfied with the findings of KCSO
23 concerning their complaint may contact OLEO to discuss the matter further. However, unless
24 persuasive and probative new information is provided, the investigation will remain closed. In
25 accordance with established arbitral case law, employees may not be subject to discipline twice for
26 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
27 burden of establishing compliance with this section rests with the County in any subsequent
28 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in

1 Section 18.10 of this Agreement

2 **Section 21.16.** In addition to the investigative process, OLEO will have unimpeded access to
3 all complaint and investigative files for auditing and reporting purposes. Except in independent
4 investigative reports, OLEO is prohibited at all times from disclosing the name(s) or other identifying
5 information of bargaining unit members involved in incidents or investigations unless already made
6 public by a law enforcement agency. Nothing herein shall limit OLEO from acknowledging, without
7 analysis or opinion, that it is monitoring an investigation by any law enforcement agency.

8 a) OLEO is prohibited from distributing or releasing KCSO documents related to
9 pending KCSO investigations to any third parties, except the Sheriff/designee. The KCSO will be the
10 custodian of all KCSO investigative records. OLEO shall immediately forward to KCSO any
11 requests, demands or court orders for KCSO documents. KCSO's Public Disclosure Unit will review
12 and make determinations on any Public Disclosure requests for KCSO investigative records. If
13 OLEO is ordered by a court to produce information related to KCSO investigative materials, it shall
14 produce materials as required in consultation with the King County Prosecuting Attorney's Office.

15 b) OLEO may make statistical observations regarding the disciplinary results of
16 sustained internal investigations.

17 **Section 21.17.** OLEO may recommend changes to rules, general orders, policies and
18 procedures for the review and/or audit of the complaint resolution process, and review and
19 recommend changes in KCSO policies to improve the quality of police investigations and practices in
20 KCSO. Nothing herein shall be construed as a waiver of the Association's right to require the
21 County to engage in collective bargaining as authorized by law.

22 **Section 21.18.** OLEO may administratively investigate matters pursuant to the King County
23 Charter and King County Code, as amended. OLEO shall not make discipline recommendations in an
24 independent investigation.

25 Any administrative investigations conducted by OLEO are subject to all requirements of
26 Article 18. In administrative investigations of complaints being performed by both KCSO and OLEO
27 the parties shall schedule a joint interview with KCSO of any bargaining unit member. In concurrent
28 investigations KCSO and OLEO shall encourage witnesses to fully cooperate with each entity and

1 when possible, schedule witness interviews jointly.

2 **Section 21.19.**

3 a) Nothing in this Article shall allow the County to assign bargaining unit work to
4 OLEO. Nothing in this article shall be interpreted as the Association
5 allowing OLEO to replace its work. KCPOG reserves the right to bargain any change to OLEO’s
6 review and investigative powers as allowed pursuant to RCW 41.56.

7 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a
8 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not
9 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
10 be made for the purpose of potential recommendations related to the systems, training, procedures
11 and policies of the KCSO. Such review shall not be directly related to an allegation of potential or
12 specific employee misconduct. Any report generated by OLEO on the basis of this section or KCC
13 2.75.040 (D), (E), (H), or (I) shall not use the name of bargaining unit members in the report.

14 **Section 21.20. Reopener:** The Parties agree to reopen this Article to bargain the decisions
15 and/or effects following agreement by the King County Police Officers Guild (KCPOG) to any
16 modifications to this Article.

17 **ARTICLE 22: EARLY INTERVENTION SYSTEMS**

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

21 **ARTICLE 23: PERFORMANCE EVALUATIONS**

22 **Section 23.1.** An annual performance appraisal shall be conducted by the employee’s
23 immediate supervisor.

24 **Section 23.2.** The employee’s immediate supervisor shall meet with the employee for the
25 purpose of presenting feedback about job performance. Performance appraisals shall not include
26 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not
27 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to
28 provide written comments on the final appraisal including, but not limited to, agreement or

1 disagreement with the information presented. The employee shall sign the appraisal to acknowledge
2 receipt. Signing the appraisal shall not infer agreement with the review.

3 **Section 23.3.** If an employee wishes to challenge an appraisal, the following steps shall be
4 taken in the following order:

5 **STEP 1**

6 Within 15 days of receiving the appraisal, the employee may request a meeting with their
7 supervisor to address and challenge the appraisal. This meeting shall be scheduled within ten days.
8 After the employee has provided the information associated with the challenge, the supervisor shall
9 advise the employee as part of the meeting of their determination to either modify the appraisal or
10 preserve it as written. The supervisor shall document the discussion with the employee. If the
11 employee is not satisfied with the supervisor's response, the employee may appeal to Step 2.

12 **STEP 2**

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

24 **STEP 3**

25 a. Within 15 days following the meeting with the employee's commanding
26 officer the employee may request, through KCSO's Director of Human Resources, a hearing before
27 the Performance Appraisal System (PAS) Review Board to address concerns of factual inaccuracy
28 and/or lack of prior notice. The request must be submitted in writing and cite specific facts

1 supporting the employee’s allegation(s). The Director will review the employee’s request to
2 determine if the criteria for an appeal have been met within ten days. This determination shall be
3 appealable to the PAS Review Board as a preliminary matter.

4 **b.** The appeal shall be considered by the PAS Review Board within 60 days.
5 The PAS Review board shall consist of a total of six members, three selected by the Association and
6 three selected by KCSO. Each Board member must agree to spend a minimum of at least one-year on
7 the Board. Any Board member who has been actively involved in conducting a performance
8 appraisal of an employee appealing to the Board shall recuse him or herself from hearing the appeal
9 of that employee.

10 **c.** The employee shall be solely responsible for presenting their perspective of
11 the appraisal to the Board. The supervisor or commanding officer responsible for evaluating the
12 employee shall be solely responsible for presenting their perspective of the appraisal to the Board.

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

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

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

21 **3.** A member of the Board shall blindly remove and eliminate one
22 ballot from the box. Only the five remaining ballots shall be considered in determining the outcome
23 of the hearing.

24 **e.** The decision of the Board shall be final and not subject to the grievance
25 process or appeal to the Civil Service Commission. Together with the decision, the Board may
26 provide recommendations to the employee on how they can improve on weaknesses that are
27 identified. The Board may also provide recommendations to the employee’s chain of command on
28 how to assist the immediate supervisor and employee in addressing any performance related or work

1 relationship concerns.

2 **Section 23.4.** KCSO may use performance appraisals (absent any record of early
3 interventions), along with other relevant information, in determining the appropriateness of
4 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not
5 appeal a performance appraisal used in making such determinations unless they do so within the
6 timelines provided by Step 3 above, provided that employees may contest the use of portions of a
7 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged
8 portions of the performance appraisal are not appealable pursuant to Section 3 above.

9 **ARTICLE 24: DURATION**

10 This contract shall become effective upon ratification by the Association and the conclusion
11 of the approval process by the King County Council and cover the period beginning January 1, 2021
12 and through December 31, 2023. Unless otherwise provided in this Agreement, all changes
13 effectuated by the Agreement shall be effective following the parties' full and final ratification of the
14 Agreement.

15

16 **APPROVED** this _____ day of _____, 2022.

17

18

19

20

By: _____

21

King County Executive

22

23

PUGET SOUND POLICE MANAGERS
ASSOCIATION:

24

25

DocuSigned by:

Stanley Seo

AA198F6AFFEA4E1...

Stanley Seo, President

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27

28

ADDENDUM A
PUGET SOUND POLICE MANAGERS ASSOCIATION
2021-2023

Job Class Code	Peoplesoft Job Code	Classification Title
5130100	514101	Captain

Step 1 for 6 months	Step 2 for 12 months	Step 3 Top Step After 18 months
11%	17%	23%

Section 1:

a)

King County and the PSPMA agree to maintain the above Captain rate differentials until the execution of a successor agreement, accordingly, the monthly base pay rate will be adjusted upon any change in top step Sergeants base monthly pay referenced in the King County Police Officers Guild collective bargaining agreement. In the event any increase in top Sergeants base monthly pay is retroactive, the adjustment for the Captains' base upon such increases shall also be retroactive to the date of the increase for top step Sergeants. Should any negotiated or flat retro amount, exclusive of any signing or ratification bonus, be paid to the King County Police Officers Guild, the parties agree to meet and discuss the application of that retro methodology to maintain compliance with this Section. Captains who retire during the contract period of this Agreement are entitled to receive any retroactive pay increases that are paid to non-retired Captains, up to the date of their retirement.

Section 2.

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

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or the equivalent on the applicable performance appraisal form.

c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided;

1 such facts shall include time, place and frequency of unacceptable performance.

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

7 e) Newly promoted Captains will be placed no lower than the first step of the
 8 Captain’s pay range.

9 **Section 3. Longevity/Education Incentive:** Employees covered by this Agreement shall
 10 receive longevity/education incentive payment in accordance with the following schedule:

MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE													
Years	2	3	4	5	6	7	8	9	10	11	12	13	14
Longevity				1%	2%	3%	4%	5%	6%	7%	8%	9%	10%
Associate’s Degree			2%										
Bachelor’s Degree			4%										
Master’s Degree			6%										

19 The above percentage rates are based upon the employee’s base rate.

20 **Section 4. CBA Ratification/Signing Bonus:** After implementation of the 2021-2023 CBA,
 21 Captains who were eligible to vote for ratification of the 2021-2023 CBA shall receive a one time
 22 only ratification bonus of \$1,000.00. This bonus shall be paid on a pay period determined by King
 23 County Payroll, but in no event later than the end of the second quarter of 2023.