



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 3, 2018**

**Ordinance 18704**

**Proposed No. 2018-0070.1**

**Sponsors Gossett**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Puget Sound Police Managers Association  
4 (Captains and Lieutenants - King County Sheriff's Office)  
5 representing employees in the King County sheriff's office;  
6 and establishing the effective date of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

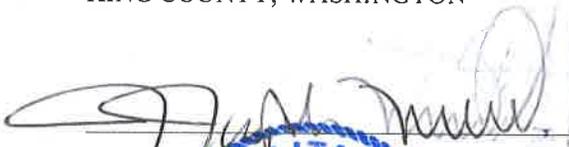
8 SECTION 1. The collective bargaining agreement negotiated by and between  
9 King County and Puget Sound Police Managers Association (Captains and Lieutenants -  
10 King County Sheriff's Office) representing employees in the King County sheriff's office,  
11 which is Attachment A to this ordinance, is hereby approved and adopted by this  
12 reference made a part hereof.

13            SECTION 2. Terms and conditions of the agreement shall be effective from  
14 January 1, 2016, through and including December 31, 2020.  
15

Ordinance 18704 was introduced on 3/5/2018 and passed by the Metropolitan King  
County Council on 4/2/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



2018 APR -4 PM 3:54  
KING COUNTY COUNCIL  
CLERK

RECEIVED

APPROVED this 4<sup>th</sup> day of APRIL, 2018



Dow Constantine, County Executive

**Attachments:** A. Agreement Between Puget Sound Police Managers Association and KC

AGREEMENT BETWEEN  
PUGET SOUND POLICE MANAGERS ASSOCIATION  
AND  
KING COUNTY

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1 become and remain members in good standing in the Association or pay an agency fee to the  
2 Association.

3         Provided, that employees with a bona fide religious objection to Association membership  
4 and/or association based on the bona fide tenets or teachings of a church or religious body of which  
5 such employee is a member shall not be required to tender those dues or initiation fees to the  
6 Association as a condition of employment. Such employee shall pay an amount of money equivalent  
7 to regular Association dues and initiation fee to a non-religious charity mutually agreed upon  
8 between the public employee and the Association. The employee shall furnish written proof that  
9 payment to the agreed upon non-religious charity has been made. If the employee and the  
10 Association cannot agree on the non-religious charity, the PERC shall designate the charitable  
11 organization. It shall be the obligation of the employee requesting or claiming the religious  
12 exemption to show proof to the Association that he/she is eligible for such exemption. All initiation  
13 fees and dues paid either to the Association or charity shall be for non-political purposes.

14         **Section 2.3. Dues Deduction:** Upon receipt of written authorization individually signed by a  
15 bargaining unit employee, the County shall have deducted from the pay of such employee, the  
16 amount of dues as certified by the secretary of the Association and shall transmit the same to the  
17 treasurer of the Association.

18         The Association will indemnify, defend, and hold the County harmless against any claims  
19 made and against any suit instituted against the County on account of any check-off of dues for the  
20 signatory organization. The Association agrees to refund to the County any amounts paid to it in  
21 error on account of the check-off provision upon presentation of proper evidence thereof.

22         **Section 2.4.** KCSO will require all new employees, who assume a position included in the  
23 bargaining unit, to sign a form (in triplicate), which will inform them of the Association's exclusive  
24 recognition.

25         **Section 2.5.** KCSO will transmit to the Association a current listing of all employees in the  
26 bargaining unit within 30 days of request for same but not to exceed twice per calendar year. Such  
27 list shall include the name of the employee, classification, division and salary.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **Section 3.1.** It is recognized that the County retains the right to manage the affairs of the  
3 County and the Sheriff retains the right to manage the affairs of KCSO and to direct the work force.  
4 Such functions include, but are not limited to the following:

- 5 a. determine the mission, budget, organization, number of employees, and internal  
6 security practices of KCSO;
- 7 b. recruit, examine, promote, train, employees of its choosing, and determine the time  
8 and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- 9 c. assign and direct the work force;
- 10 d. develop and modify class specifications;
- 11 e. determine the method, materials, and tools to accomplish the work;
- 12 f. designate duty stations and assign employees to those duty stations;
- 13 g. establish reasonable work rules;
- 14 h. assign the hours of work;
- 15 i. take whatever actions may be necessary to carry out KCSO's mission in case of  
16 emergency;

17 **Section 3.2. Bi-Weekly Pay:** The right to define and implement a new bi-weekly payroll  
18 system is vested exclusively in the County and KCSO. Implementation may include a conversion of  
19 wages and leave benefits into hourly amounts and the parties recognize the County's and KCSO's  
20 exclusive right to make the changes necessary to implement such payroll system.

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

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

1 **ARTICLE 4: HOLIDAYS**

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

<b>HOLIDAY:</b>	<b>COMMONLY CALLED:</b>
First day of January	New Year's Day
Third Monday of January	Martin Luther King Jr.'s Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
Fourth day of July	Independence Day
First Monday of September	Labor Day
11th day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	
25th day of December	Christmas Day

15  
16 In addition to the above, each employee will have two personal holidays. These holidays will  
17 be administered through the vacation plan. One personal holiday shall be added to the vacation leave  
18 bank in the pay-period that includes the first day of October and one personal holiday will be added  
19 in the pay-period that includes the first day of November of each year. Effective January 1, 2018  
20 employees will receive two personal holidays every year to be added to their vacation leave bank in  
21 the second pay period of the year or upon hire. In no event will an employee receive more than two  
22 personal holidays in a calendar year.

23 **Section 4.2. Holidays For Employees On A 5/2 Schedule:** Employees working a 5/2  
24 schedule with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday  
25 when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the  
26 holiday falls on Sunday.

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:

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

23 Maximum vacation accrual will be 480 hours.

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

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

1 any County sanctioned event approved by KCSO.

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

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

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

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

20 **Section 5.8. Vacation Payoff:** Vacation payoff upon termination from employment for any  
21 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also  
22 include educational and longevity incentive pay.

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

26 **Section 5.10. Leave Cancellation:** If KCSO cancels approved leave and the affected  
27 employee has incurred non-refundable or unusable expenses in planning for the same, the employee  
28 shall be reimbursed by the County for those expenses. Any employee called back to duty once leave

1 has begun shall be reimbursed for round trip transportation costs in returning to duty.

2 **ARTICLE 6: SICK LEAVE**

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

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

9 ***Section 6.3. Doctor's certificate Verification of Illness:*** KCSO is responsible for the proper  
10 administration of the sick leave benefit. A doctor's certificate verifying illness or inability to perform  
11 work may be required of an employee for any sick leave use when the KCSO 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 his/her return to work that a doctor's certificate will be required.

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

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

21 ***Section 6.6. Sick Leave Cashout:*** Except as modified by a VEBA agreement, employees  
22 eligible to accrue sick leave and who have successfully completed at least five years of County  
23 service and who retire as a result of length of service, or who leave County employment in good  
24 standing after 25 years or more, or who terminate by reason of death shall be paid, or their estates  
25 paid or as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused,  
26 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving  
27 County employment less mandatory withholdings. All payments shall be made based on the  
28 employee's base rate as set forth herein, and there shall be no deferred sick leave reimbursement.

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

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

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

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

1           **Section 6.9. Uses of Sick Leave:** Employees are eligible to use accrued sick leave for the  
2 following reasons:

- 3           a. Employee illness;
- 4           b. Noncompensable injury of an employee (e.g., those injuries generally not eligible  
5 for worker's compensation payments);
- 6           c. Employee disability due to pregnancy or childbirth;
- 7           d. Employee exposure to contagious diseases and resulting quarantine;
- 8           e. Employee keeping medical, dental, or optical appointments;
- 9           f. Up to one day of sick leave may be authorized for an employee to be at the hospital  
10 on the day of the birth of his/her child.
- 11           g. In accordance with the FMLA, KCFML and relevant state law, including but not  
12 limited to the Washington Family Care Act (WFCA) – consistent with Sections 6.10 and 6.11 below.

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

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

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

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

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

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

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

18 c. An employee who returns from KCFML within the time provided under this  
19 Section is entitled to the same position she/he 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 6.12. 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 his or her full salary for up to a  
28 total of 12 weeks, when combined with the employee's accrued leave (except for one week of sick

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

6 **b. Eligibility.** The benefit is available to all leave eligible employees who have been  
7 employed with the County for at least six months of continuous service at the time of the qualifying  
8 event. If both parents work for the County, then each employee is entitled to up to 12 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 **g. Relationship to Washington State Paid Family and Medical Leave.** Provisions of  
22 the County's current PPL program may change effective January 1, 2020, or thereafter, due to the  
23 County's implementation of the new Washington State Paid Family and Medical Leave program.

24 **Section 6.13.** Up to three (3) days of sick leave may be used per year with advance approval  
25 from the KCSO, to volunteer at the employee's children's school, consistent with KCC 3.12.225.

26 **Section 6.14. Bereavement Leave:**

27 **a. Bereavement Leave:** Regular, full-time employees shall be entitled up to five  
28 days, (40 hours) of bereavement leave due to the death of a person in the employee's immediate

1 family.

2                   **b. Immediate Family Defined:** For purposes of bereavement leave: The employee’s  
3 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,  
4 parents, siblings, grandchildren and grandparents of the employee’s spouse or domestic partner.

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

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

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

12 **ARTICLE 7: WAGE RATES**

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

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

16                   a. Employees who are reinstated pursuant to Civil Service Rules within one calendar  
17 year of the date they left County service shall, upon reinstatement, be compensated at Step 1 of their  
18 respective pay range. Upon successful completion of six months actual service, after reinstatement,  
19 they shall be compensated at the appropriate wage step based upon their total service (prior service  
20 plus current service).

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

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

1 **ARTICLE 8: HOURS OF WORK**

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

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

8 **Section 9.1.** The Association presently participates in group medical, dental, vision, disability  
9 and life insurance programs between the County and the Joint Labor Management Insurance  
10 Committee. Beginning January 1, 2018, employees will be eligible to participate in the Sheriff’s  
11 Office Health Plans.

12 **Section 9.2. Early Retiree Subsidy:** An employee who retires between June 8, 2017 and  
13 December 31, 2017, will be eligible to elect to participate in the County’s Early Retiree Medical  
14 Program under the same employer/employee contribution co-share that existed as of December 31,  
15 2016.

16 **ARTICLE 10: MISCELLANEOUS**

17 **Section 10.1.** An employee elected or appointed to office with the Association that requires a  
18 part or all of his/her time shall be given leave of absence up to one year without pay upon  
19 application.

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

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

25 **Section 10.4.** The parties agree that KCSO has the right to assign employees to perform work  
26 out of class. When assigned by the Sheriff /designee to perform the duties and responsibilities of a  
27 higher classification, for a period of one (1) day or more, employees shall be compensated at the first  
28 step of the salary range assigned to the classification under which they are acting or five percent over

1 their current pay (whichever is greater) for the period of the assignment. Employees will not lose  
2 their longevity premium during any period of "acting assignment."

3 **Section 10.5.** The County and KCSO recognize that Association members may from time to  
4 time need to conduct Association business related to collective bargaining matters during their core  
5 hours of work. This time must not create undue interference with normally assigned duties.

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

10 **Section 10.7.** Off-duty employment shall be in accord with the KCSO Manual provided;  
11 however, KCSO shall not require a "hold harmless" agreement for such employment or liability  
12 insurance of the off-duty employer.

13 **Section 10.8.** KCSO agrees to make available up to 100 practice rounds of ammunition for  
14 their primary duty weapon and either ten rounds of shotgun or rifle ammunition per month to each  
15 employee. Any ammunition drawn by the employee shall be used by the employee at KCSO  
16 approved ranges under supervised conditions.

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

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

22 **Section 10.11. Jury Duty:**

23 a. An employee required by law to serve on jury duty shall continue to receive salary  
24 and shall be relieved of regular duties and assigned to day shift for the period of time so assigned to  
25 jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the  
26 County's Comptroller. When an employee is notified to serve on jury duty, he/she will inform  
27 his/her immediate supervisor as soon as possible, but not later than two weeks in advance, regarding  
28 the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of

1 regular duties a minimum of 16 hours prior to the time of reporting for jury duty.

2           b. When the total required assignment to jury duty has expired, the employee will  
3 return to regular duties provided: There must be a minimum of 12 hours between the time the  
4 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an  
5 employee shall not be required to report to his/her shift at the conclusion of the 12 hour break if there  
6 are less than four hours remaining on the shift. Notwithstanding the above, employees assigned to  
7 day shift, who have four or more hours remaining on their shift at the time of release or dismissal  
8 from jury duty, shall report to duty at the time of release or dismissal.

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

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

12           **Section 10.14. Association/Management Meetings:** Association/Management meetings will  
13 be held with two representatives from the Association, two representatives from KCSO, and a  
14 representative from the Office of Labor Relations (OLR). One KCSO's representative will be the  
15 Sheriff or designee, and one of the Association representative will be the Association President or  
16 designee. These meetings may be more or less frequent, upon mutual agreement. The meetings  
17 should be held at a location and date/time that is convenient for all parties. The purpose of these  
18 meetings is to discuss in a collaborative manner department plans and goals, and any issues of  
19 concern to one of the parties. The parties shall notify one another of agenda items two days prior to  
20 the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at  
21 these meetings is binding unless reduced to writing.

## 22 **ARTICLE 11: GRIEVANCE PROCEDURE**

23           **Section 11.1. Definition:** Grievance - a dispute as to the interpretation or application of an  
24 express term of this Agreement. Written reprimands are not subject to Step 3 of this procedure.

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

27           **Step 1 - Immediate Supervisor:** A grievance shall be presented in writing by the  
28 aggrieved employee and his/her Association representative, within 14 calendar days of the occurrence

1 of such grievance, to the employee's immediate supervisor for working conditions or to OLR for  
2 wage, wage related and Civilian Oversight issues. The immediate supervisor or OLR representative  
3 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within 20  
4 calendar days. If a grievance is not pursued to the next level within ten calendar days, it shall be  
5 presumed resolved.

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

14 **Step 3 - Request for Arbitration:**

15 a. Either the County or the Association may request arbitration within 45  
16 calendar days of conclusion of Step 2, and must specify the exact question which it wishes arbitrated  
17 except that written reprimands are not subject to Step 3 of the grievance procedure. The parties shall  
18 then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable  
19 to agree upon an arbitrator, then the arbitrator shall be selected from a panel of 11 arbitrators  
20 furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected  
21 from the list by both the County representative and the Association representative each alternately  
22 striking a name from the list until one name remains. The arbitrator shall render a decision within 30  
23 days of the receipt of the briefs in the matter, when possible, and the decision of the arbitrator shall be  
24 final and binding on both parties.

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

28 c. The arbitrator's fee and expenses shall be borne equally by both parties.

1 Each party shall bear the cost of any witnesses appearing on that party's behalf and their attorney's  
2 fees, if applicable.

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

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

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

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

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

21           **Section 11.6. Just Cause Standard:** No employee may be discharged, suspended without  
22 pay, demoted, or issued a written reprimand except for just cause. In addition, the County will  
23 employ the concept of progressive discipline.

24           **Section 11.7. Probationary Period:** All newly hired and promoted employees must serve a  
25 probationary period of one year as defined in R.C.W. 41.14 and Civil Service Rules. The  
26 probationary period may be extended for any absence from work, or any period during which the  
27 employee cannot perform all of the essential functions of the job that extends longer than ten  
28 consecutive working days. Sheriff's Civil Service Rules specify that the probationary period is an

1 extension of the hiring process; therefore, the provisions of this Article will not apply to employees if  
2 they are discharged during their initial probationary period or are demoted during the promotional  
3 probationary period for not meeting the requirements of the classification. Grievances brought by  
4 probationary employees involving issues other than discharge or demotion may be processed in  
5 accordance with this Article.

6 **Section 11.8. Parties to the Agreement:** In as much as this is an agreement between the  
7 County, KCSO and the Association, no individual may without Association concurrence, make use of  
8 the provisions of this Article.

9 **ARTICLE 12: ASSOCIATION USE OF BULLETIN BOARDS AND INTERNET**

10 KCSO agrees to permit the Association to post on bulletin boards, the announcement of  
11 meetings, election of officers, and any other Association material. KCSO agrees to permit the  
12 Association the use of County e-mail to post the announcement of meetings, election of officers, and  
13 collective bargaining materials. The Association agrees to follow the County's Internet Technology  
14 Acceptable Use Policies when using the County's e-mail and internet.

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 bonafide, or other interference with County or KCSO  
28 functions by employees under this Agreement and should same occur, the Association agrees to take

1 appropriate steps to end such interference. Any concerted action by any employees in any bargaining  
2 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 or KCSO to the Association that  
4 any of its members are engaged in a work stoppage, the Association shall immediately, in writing,  
5 order such members to immediately cease engaging in such work stoppage and provide the County  
6 and KCSO with a copy of such order. In addition, if requested by the County or KCSO, a responsible  
7 official of the Association shall publicly order such Association employees to cease engaging in such  
8 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, KCSO and the Association, for the duration of this Agreement,  
18 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter  
19 not 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 his/her family due to excess travel time, expense, or other factors, KCSO will give full consideration  
9 to 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: BILL OF RIGHTS**

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

18 *Section 18.1.* "Interrogation" as used herein shall mean any questioning by an agent of the  
19 County who is investigating conduct by the employee being interrogated which could result in  
20 suspension, demotion, or discharge.

21 *Section 18.2.* Before interrogation, the employee shall be informed of the nature of the matter  
22 in sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver  
23 of the Association's right to request bargaining information.

24 *Section 18.3.* Any interrogation of an employee shall be at a reasonable hour, preferably  
25 when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

26 *Section 18.4.* Any interrogation (which shall not violate the employee's constitutional rights)  
27 shall take place at KCSO' offices, except when impractical. The employee shall be advised of their  
28 right to representation and afforded an opportunity and facilities to contact and consult privately with

1 an attorney of their own choosing and that person may be present during the interrogation, but may  
2 not participate in the interrogation except to counsel the employee. Additionally, an employee shall  
3 be advised of their right to and shall be allowed Association representation to the extent allowed by  
4 law.

5 **Section 18.5.** The questioning shall not be overly long and the employee shall be entitled to  
6 such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls  
7 and rest periods.

8 **Section 18.6.** The employee shall not be subjected to any offensive language, nor shall he/she  
9 be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain  
10 his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall  
11 be made as an inducement to answer questions.

12 **Section 18.7.** The KCSO shall not require any employee covered by this Agreement to take  
13 or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph  
14 evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

15 **Section 18.8.** Employees shall participate as voting members of the Driving Review and Use  
16 of Force boards in accordance with KCSO policy.

17 **Section 18.9.** Administrative Investigations must be completed within 180 days of the matter  
18 coming to the attention of KCSO Command Staff. In the event the Sheriff believes an extension  
19 beyond 180 days is necessary, and the County establishes that it has acted with due diligence and the  
20 investigation could not reasonably be completed due to factors beyond the control of KCSO, the  
21 Sheriff shall contact the Association prior to the expiration of the 180 days seeking to extend the  
22 timeframe. Any request for extension based on the unavailability of witnesses shall include a showing  
23 that the witness is expected to become available in a reasonable period of time, however the  
24 reasonableness of the timeframe will be gauged by assessing the seriousness of the alleged conduct  
25 and the importance of the missing information. A request for extension based upon the above criteria  
26 will not be unreasonably denied.

27 a. The 180 day period shall be suspended when there is a decision by the County  
28 Executive requesting an inquest until the inquest is completed, and also when a complaint involving

1 alleged criminal conduct is being reviewed by a prosecuting authority, is being prosecuted at the  
2 local, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being  
3 criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved in a fatal  
4 incident, the 180 day period will commence when the completed criminal file is provided to the  
5 Prosecuting Attorney.

6 (1) In the event an outside agency conducts a criminal investigation of a  
7 matter within the jurisdiction of the County, and KCSO receives the completed criminal file with less  
8 than 60 days remaining for the administrative investigation, KCSO will have up to an additional 60  
9 days to complete its administrative investigation.

10 (2) Compliance with this provision is required if findings are to be entered or  
11 discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute  
12 conclusion of the administrative investigation for purposes of this section.

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

#### 15 **ARTICLE 19: EXECUTIVE LEAVE**

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

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

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

1 **ARTICLE 20: ALTERNATIVE WORK SCHEDULES**

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

6 **ARTICLE 21: ON CALL DUTY OFFICER LEAVE**

7 ***Section 21.1.*** The assignment of On-Call Duty Officer (CDO) requires flexible work hours so  
8 that the CDO is available on a 24 hour, seven days per week basis. All personnel assigned as CDO  
9 are expected to work at least four hours graveyard shift (2200 to 0600 hours) during their assigned  
10 CDO week days (Monday – Friday). An employee typically receives two weekly CDO assignments  
11 per year. Recognizing that employee’s core hours are primarily dayshift hours, they will receive two  
12 days of leave for the CDO assignment.

13 ***Section 21.2.*** CDO leave shall be administered in the same manner as Executive Leave, and  
14 will be available to employees on January 1st of each year. Should KCSO change the CDO work  
15 hour’s requirement at any time during a calendar year, the CDO leave previously credited will remain  
16 in effect for that year. If in the subsequent year the CDO hours requirement is changed so that no  
17 change in normal or core work hours is required, then no member will be due the leave.

18 **ARTICLE 22: CIVILIAN REVIEW**

19 The King County Office of Law Enforcement Oversight (OLEO) will provide a professional  
20 presence to help ensure a quality investigation in real time, and visible, independent oversight to  
21 reassure the public

22 ***Section 22.1.*** The OLEO will actively monitor all KCSO internal investigations. In addition,  
23 OLEO may monitor any incidents involving an officer’s use of force, and Critical Incidents. Critical  
24 Incidents include the use of deadly force, officer-involved shootings, uses of force (including  
25 intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization,  
26 and in-custody deaths.

27 ***Section 22.2.*** The OLEO may receive complaints from any complaining party, including,  
28 without limitation, citizens or employees of KCSO. The OLEO will forward all complaints to the

1 Internal Investigations Unit (IIU) for processing and, when appropriate, investigation. The OLEO  
2 will not conduct independent disciplinary investigations, but may participate in interviews as  
3 provided herein.

4 **Section 22.3.** OLEO staff shall be timely notified of and have the opportunity to attend  
5 scenes of Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the  
6 administrative investigation team. OLEO staff shall be stationed at the Command Post and interact  
7 with the administrative team as liaison with the CID. After the initial investigation is complete and  
8 scene secured, a representative from the CID will escort the OLEO representative through the scene.

9 **Section 22.4.** OLEO staff shall have the opportunity to attend shooting review or use of force  
10 review boards as a non-voting member. If a driving review board involves a Critical Incident, OLEO  
11 staff may attend such review boards as a non-voting member.

12 **Section 22.5.** The OLEO will have the opportunity to make a recommendation for mediation  
13 to the Sheriff, prior to investigation, except in cases of complaints of serious matters (complaints that  
14 could lead to suspension, demotion or discharge). In the event KCSO, the complainant and the  
15 officer all agree to mediation, that process will be utilized rather than sending the matter on for  
16 investigation. Assuming the officer participates in good faith during the mediation process, the  
17 officer will not be subject to discipline and the complaint will be administratively dismissed. Good  
18 faith means that the officer listens and considers the issues raised by the complainant, and acts and  
19 responds appropriately. Agreement with either the complainant or the mediator is not a requirement  
20 of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses  
21 to participate, the officer will be considered to have participated in good faith. Moreover, any records  
22 related to mediation (other than a mediation settlement agreement) shall not be admissible in any  
23 proceeding except to enforce this section. The parties agree that "serious" matters are not eligible for  
24 this mediation option.

25 **Section 22.6.** IIU will notify the OLEO of all administrative interviews on all complaints of a  
26 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints  
27 originating at the OLEO. A single OLEO representative from the OLEO may attend and observe  
28 interviews, and will be given the opportunity to ask questions that are within the scope of permissible

1 investigative questioning after the completion of questioning by KCSO. The OLEO will not  
2 participate in criminal investigations of KCSO employees in any way.

3 **Section 22.7.** Upon completion of internal investigations, IIU will forward a complete copy  
4 of the case file to the OLEO for review. The OLEO will determine, in writing, whether the  
5 investigation was thorough and objective in the opinion of the Director of the OLEO.

6 **Section 22.8.** As a part of the review process, the Director of the OLEO may believe that  
7 additional investigation is needed on issues he/she deems material to the outcome. If there is any  
8 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or  
9 materiality of the requested additional investigation, the IIU Commander will determine whether  
10 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the  
11 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director  
12 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the  
13 King County Executive, whose decision will be final. Once the matter has been referred to and  
14 resolved by the Executive, the investigation will be completed consistent with the determination by  
15 the Executive. After completion of the additional investigation, or the conclusion that no further  
16 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the  
17 Director of the OLEO, the internal investigation was thorough and objective. This determination will  
18 be made within five (5) business days. Once the above finding is entered in the investigation, the  
19 OLEO will not be involved further in the processing of that case except as provided herein.

20 **Section 22.9.** All final disciplinary decisions will be made by the Sheriff.

21 **Section 22.10.** Reopener: The parties agree to reopen this Article to bargain the decisions  
22 and/or effects following ratification of the King County Police Officers Guild (KCPOG) collective  
23 bargaining agreement on OLEO with a term date starting in 2017.

#### 24 **ARTICLE 23: EARLY INTERVENTION SYSTEMS**

25 To ensure conformity and consistency, the Association agrees to the provisions and changes,  
26 if any, pursuant to the (KCPOG collective bargaining agreement.

#### 27 **ARTICLE 24: PERFORMANCE EVALUATIONS**

28 **Section 24.1.** An annual performance appraisal shall be conducted by the employee's

1 immediate supervisor.

2       **Section 24.2.** The employee's immediate supervisor shall meet with the employee for the  
3 purpose of presenting feedback about job performance. Performance appraisals shall not include  
4 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not  
5 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to  
6 provide written comments on the final appraisal including, but not limited to, agreement or  
7 disagreement with the information presented. The employee shall sign the appraisal to acknowledge  
8 receipt. Signing the appraisal shall not infer agreement with the review.

9       **Section 24.3.** If an employee wishes to challenge an appraisal, the following steps shall be  
10 taken in the following order:

11                   **STEP 1**

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

18                   **STEP 2**

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

1 appraisal.

2 **STEP 3**

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

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

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

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

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

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

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

1 of the hearing.

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

8 **Section 24.4.** KCSO may use performance appraisals (absent any record of early  
9 interventions), along with other relevant information, in determining the appropriateness of  
10 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not  
11 appeal a performance appraisal used in making such determinations unless they do so within the  
12 timelines provided by Step 3 above, provided that employees may contest the use of portions of a  
13 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged  
14 portions of the performance appraisal are not appealable pursuant to Section 3 above.

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1 **ARTICLE 25: DURATION**

2 This contract shall become effective upon ratification by the Association and the conclusion  
3 of the approval process by the King County Council and cover the period beginning January 1, 2016  
4 and through 2020. Unless otherwise provided in this Agreement, all changes effectuated by the  
5 Agreement shall be effective following the parties' full and final ratification of the Agreement.

6  
7 APPROVED this 19<sup>th</sup> day of December, 2017  
8 11 JANUARY, 2018

9  
10  
11 By: [Signature]  
12 King County Executive

13  
14  
15 King County Sheriff's Office:

16  
17 [Signature]  
18 [Signature]  
19 John Spanghart  
20 Sheriff  
21 King County Sheriff's Office

22  
23 PUGET SOUND POLICE MANAGERS  
24 ASSOCIATION:

25 [Signature]  
26 Carl Cole, President

cba Code: 181

Union Code: AA1

**ADDENDUM A  
PUGET SOUND POLICE MANAGERS ASSOCIATION  
2016**

<b>Job Class Code</b>	<b>Peoplesoft Job Code</b>	<b>Classification Title</b>
5130100	514101	Captain

<b>Step 1 for 6 months</b>	<b>Step 2 for 12 months</b>	<b>Step 3 Top Step After 18 months</b>
8%	14%	20%

**Section 1:**

a) Effective January 1, 2017, based upon the above step scale the Captain rates shall be adjusted by one percent (9%, 15%, 21%).

b) Effective January 1, 2018, based upon the above step scale the Captain rates shall be adjusted by one percent (10%, 16%, 22%).

c) Effective January 1, 2019, based upon the above step scale the Captain rates shall be adjusted by one percent (11%, 17%, 23%).

d) 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.

e) The change to this pay format shall not work to the detriment of any bargaining unit member; thus, if the change in pay step impacts a bargaining member negatively, their pay shall remain status quo until such time as their next pay step is greater than their current pay.

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

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

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

**Section 3. Longevity/Education Incentive:** Employees covered by this Agreement shall 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%										

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