



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 5, 2018

Ordinance 18782

Proposed No. 2018-0305.1

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 (Majors - King County Sheriff's Office) representing
5 employees in the King County sheriff's office; and
6 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 (Majors - King County
10 Sheriff's Office) representing employees in the King County sheriff's office, which is
11 Attachment A to this ordinance, is hereby approved and adopted by this reference made a
12 part hereof.

13 SECTION 2. Terms and conditions of the agreement shall be effective upon
14 completion of approval process by King County, through and including December 31,
15 2018.
16

Ordinance 18782 was introduced on 7/23/2018 and passed by the Metropolitan King
County Council on 9/4/2018, 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 SEP - 6 PM 3:20
KING COUNTY COUNCIL CLERK

RECEIVED

APPROVED this 6 day of SEPTEMBER 2018.

Dow Constantine, County Executive

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

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

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

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County (County), the King County Sheriff's Office (KCSO) and the Puget Sound Police Managers Association (Association). This Agreement shall be subject to approval by Ordinance by the 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, KCSO and its employees and to set forth the wages, hours, and other working conditions of such employees; 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.

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 2.1. Recognition. The County and KCSO recognizes the Association as representing Majors in KCSO (Public Employment Relations Commission (PERC) case number 128508-E-16).

Section 2.2. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, by the 30th consecutive day following the beginning of such employment, become and remain members in good standing in the Association, or pay an agency fee to the Association for their representation to the extent permitted by law. Employees who hold genuine religious tenets or teachings which object to membership in Association organizations, as provided by law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon

1 between the employee and the Association. The selection of the non-religious charitable organization
2 shall be designated by the PERC in the event that the employee and Association are unable to agree.
3 The employee shall furnish written proof to the Association that such payment has been made. All
4 initiation dues and fees paid either the Union or charity shall be for non-political purposes.

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

13 **Section 2.4. Union Enrollment.** The KCSO will require all employees hired in a position
14 included in the bargaining unit to sign a form which will inform them of the Union's exclusive
15 recognition.

16 **Section 2.5. Membership List.** The KCSO will transmit to the Union a current listing of all
17 employees in the unit within thirty days of written request for same not to exceed twice per year.
18 Such list shall indicate the name of the employee, wage rate, job classification, and unit.

19 **Section 2.6. Bulletin Boards and Internet.** The County agrees to permit the Association to
20 post on County bulletin boards, the announcement of meetings, election of officers, and any other
21 Association material. The County agrees to permit the Association the use of County e-mail to post
22 the announcement of meetings, election of officers, and collective bargaining materials. The
23 Association agrees to follow the County's Internet Technology Acceptable Use Policies when using
24 the County's e-mail and internet.

25 **ARTICLE 3: MANAGEMENT RIGHTS**

26 **Section 3.1.** It is recognized that the County retains the rights to manage the affairs of the
27 County and KCSO retains the right to manage the affairs of the KCSO and to direct the work force,
28 subject to the express limits of this Agreement. Such functions include, but are not limited to the

1 following rights:

- 2 A. Determine the mission, organization, number of employees and internal security
3 practices of the KCSO;
- 4 B. Manage the budget;
- 5 C. Determine work locations and work schedules for employees;
- 6 D. Determine the methods and processes by which work is performed, and direct and
7 assign work;
- 8 E. Determine what technology is necessary and appropriate to perform the work;
- 9 F. Establish workplace rules and procedures;
- 10 G. Recruit, examine, test, select, hire, appoint, promote, transfer, and train employees;
- 11 H. Place employees on appropriate wage steps;
- 12 I. Evaluate employee performance;
- 13 J. Demote, transfer, discipline and discharge employees;
- 14 K. Develop and modify classifications, allocate positions to those classifications, and
15 allocate employees to those positions; and,
- 16 L. Take whatever actions are necessary in emergencies as determined by KCSO in
17 case of emergency.

18 **Section 3.2. Bi-Weekly Pay.** The right to define and implement the new biweekly payroll
19 system is vested exclusively in the County and KCSO. Implementation may include a conversion of
20 wages and leave benefits into hourly amounts and the parties recognize the County's and KCSO's
21 exclusive right to make the changes necessary to implement such payroll system. Terms and
22 conditions for implementing the biweekly payroll system are provided under Addendum B.

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

26 **Section 3.4.** All of the functions, rights, powers, and authority of the County and KCSO not
27 specifically abridged, deleted, or modified by this Agreement are recognized by the Association as
28 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:

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

15 **Section 4.2. Personal Holidays.** Effective January 1, 2018, employees shall receive two
 16 personal holidays every year to be added to their vacation bank in the second full pay period of the
 17 year, or upon hire. In no event will an employee receive more than two personal holidays in a
 18 calendar year.

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

23 **Section 4.4. Eligibility.** An employee must be eligible for leave benefits and in a pay status
 24 on the scheduled work day before and the scheduled work day following a holiday to be eligible for
 25 holiday pay. However, an employee who has successfully completed at least five years of county
 26 service and who retires at the end of a month in which the last regularly scheduled working day is
 27 observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day
 28 before the day observed as a holiday.

1 **ARTICLE 5: VACATIONS**

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

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

24 Maximum vacation accrual will be 480 hours.

25 *Section 5.2.* Employees shall accrue and use vacation benefits consistent with 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 will forfeit vacation leave in excess of the
5 maximum accrual amount that is not used on or before the last day of the pay period that includes
6 December 31 of each year. Carryover of excess vacation leave may be approved at the Sheriff's
7 discretion.

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

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

15 **Section 5.8. Vacation Payoff.** Vacation payoff upon termination from employment for any
16 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also
17 include educational and merit incentive pay.

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

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

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

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

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

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

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

20 **Section 6.6. Special Sick Leave.** Employees shall be provided with 18 days special sick
21 leave, which shall be used only to supplement the employee's industrial insurance benefit should the
22 employee be injured on the job during his or her first calendar year on the job. The special sick leave
23 shall not be used until three days of regular sick leave have been used for each incident of on-the-job
24 injury. In the event the employee has no accrued sick leave, the special sick leave shall be
25 immediately available for an on-the-job injury. During the second year of employment, and for all
26 succeeding years, all employees shall be provided with 18 days special sick leave which shall only be
27 utilized in the circumstances as herein described. Special sick leave is non-cumulative, but is
28 renewable annually.

1 **Section 6.7. Special Workers Compensation Supplement.** The County will provide a
2 Special Worker's Compensation Supplement to employees who are injured on the job, maintain
3 eligibility of Worker's Compensation and are unable to work (as determined by the County Safety
4 and Claims Office) for a period exceeding six consecutive months, but not to exceed 12 consecutive
5 months; provided that the employee's condition is the result of an injury occurring during the search,
6 arrest or detention of any person/place, or during the attempt to search, arrest or detain any
7 person/place or occurring when an officer is involved in an emergency response to a request for
8 service.

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

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

20 **Section 6.8. Uses of Sick Leave.** Employees are eligible to use accrued sick leave for the
21 following reasons:

- 22 a. Employee illness;
- 23 b. Noncompensable injury of an employee (e.g., those injuries generally not eligible
24 for worker's compensation payments);
- 25 c. Employee disability due to pregnancy or childbirth;
- 26 d. Employee exposure to contagious diseases and resulting quarantine;
- 27 e. Employee keeping medical, dental, or optical appointments;
- 28 f. Up to one day of sick leave may be authorized for an employee to be at the hospital

1 on the day of the birth of his/her child.

2 g. In accordance with the FMLA, KCFML and relevant state law, including but not
3 limited to the Washington Family Care Act (WFCA) – consistent with Sections 6.10 and 6.11 below.

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

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

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

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

22 **Section 6.10. King County Family and Medical Leave (KCFML).** As provided by KCC, an
23 eligible employee may take up to 18 weeks of paid or unpaid KCFML in a single 12 month period for
24 the employee's own qualifying serious health condition, to care for an eligible family member who
25 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care
26 placement (leave must be taken within one year of the child's birth or placement), and for any
27 qualifying reason under the FMLA, WFCA, or other family and medical leaves available under
28 federal or state law.

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. KCFML shall run concurrently with other federal,
4 state and County leaves to the extent allowed, including but not limited to the FMLA, WFLA, and the
5 WFLA.

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

9 c. An employee who returns from KCFML within the time provided under this
10 Section is entitled to the same position she/he occupied when the leave commenced or a position with
11 equivalent pay, benefits and conditions of employment.

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

14 **Section 6.11. Paid Parental Leave (PPL).** PPL supplements an employee's accrued paid
15 leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new child.

16 a. **Benefit Amount.** An employee's supplemental leave benefit is calculated based on
17 the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement
18 ("qualifying event"). The employee will receive the equivalent of his or her full salary for up to a
19 total of 12 weeks, when combined with the employee's accrued leave (except for one week of sick
20 leave and one week of vacation leave). The employee is permitted to use the supplemental leave
21 first. Additionally, the employee may choose to take less than 12 weeks of leave. Supplemental PPL
22 is not subject to cash out. An employee who does not return to work for at least six months of
23 continuous service following the leave, will be required to reimburse the County for the supplemental
24 leave funds received.

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

28 c. **Benefit Period.** PPL must be used within 12 months of the qualifying event. An

1 employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the
2 department's operational needs, and it is approved in writing by the employee's supervisor prior to
3 the leave.

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

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

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

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

15 **Section 6.12. Organ Donor Leave. A.** An employee who voluntarily participates as a donor
16 in a life-giving or life-saving procedure such as, but not limited to, bone marrow transplants, kidney
17 transplants, or blood transfusions shall be eligible for use of up to five (5) days paid leave provided
18 the employee shall:

19 **a.** Provide the Command Staff reasonable advance notice of the need to take time off
20 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a
21 reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain
22 or the eventual death of the identified recipient.

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

27 **c.** Time off from work for the purposes set out above in excess of five (5) working
28 days shall be subject to existing leave articles in this Agreement.

1 **ARTICLE 7: GENERAL LEAVES**

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

5 **a. *Immediate Family Defined.*** For purposes of bereavement leave: The employee's
6 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,
7 parents, siblings, grandchildren and grandparents of the employee's spouse or domestic partner.

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

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

14 **a. *Vacation leave hours.*** An employee eligible for leave benefits may donate a
15 portion of his or her accrued vacation hours to another employee eligible for leave benefits. The
16 donation will occur following written approval from both the donating and receiving employee's
17 directors. The number of hours donated cannot exceed the donor's accrued vacation balance as of the
18 date of the request. No donation of vacation hours shall be permitted where it would cause the
19 employee receiving the transfer to exceed his or her maximum annual vacation accrual.

20 **b. *Sick leave hours.*** An employee may donate a portion of his or her accrued sick
21 leave to another leave eligible employee provided the donating employee's sick leave balance will be
22 100 hours or more following the donation. The donation will occur following written approval from
23 both the donating and receiving employee's directors. An employee may not donate more than 25
24 hours of accrued sick leave in a calendar year.

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

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

3 **Section 7.3. School Volunteer Leave.** Up to three days of sick leave may be used per year
4 with advance approval from the Sheriff's Office, to volunteer at the employee's children's school.

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

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

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

21 **a.** 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 EL based upon the
23 number of full pay periods remaining in that calendar year. Such prorated share shall accrue
24 immediately upon appointment.

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

28 **Section 7.6. Jury Duty.** An employee required by law to serve on jury duty shall continue to

1 receive salary and shall be relieved of regular duties. The fees, exclusive of mileage, paid by the
2 Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on
3 jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two
4 weeks in advance, regarding the dates of absence from regular duties.

5 **ARTICLE 8: WAGE RATES**

6 *Section 8.1. Wage Rates.* Wage rates for 2018 are set forth in Addendum A.

7 *Section 8.2. 2017 Wage Adjustment.* Employees will receive 2.4% of their total 2017 wage
8 compensation (i.e., 2017 earned salary, merit award, and 2017 salary based education incentive) paid
9 in a lump sum following adoption of this Agreement by law.

10 *Section 8.3. Merit Pay.* Employees are eligible for merit pay in accordance with the
11 County's Performance Appraisal and Merit Pay System Manual (Merit Plan), as amended.

12 *Section 8.4. Education Incentive.* Eligible employees will receive an education incentive as
13 outlined in Addendum A.

14 *Section 8.5. Bus Pass.* The County agrees to maintain the current public transportation pass
15 benefit and free ride home program for eligible employees for the term of this Agreement.

16 **ARTICLE 9: HOURS OF WORK**

17 *Section 9.1. Salaried Employees.* Employees are FLSA overtime exempt salaried employees
18 and are expected to work the hours required to accomplish the duties of their position. Employees
19 will not be assigned a specific shift (though they may be required to work certain "core hours") but
20 the parties agree that employees' work schedules should provide a presence as well as supervision on
21 each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their
22 supervisors.

23 *Section 9.2. Alternative Schedules.* Nothing in this agreement shall preclude employees
24 from working an alternative work schedule. Alternative work schedules shall be negotiated by the
25 Association and must have KCSO approval. Denial of an alternative work schedule by KCSO shall
26 not be subject to the grievance procedure.

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

2 *Section 10.1.* The County presently participates in group medical, dental, vision, accidental
3 death or dismemberment, long-term disability and life insurance programs as provided under the
4 Joint Labor Management Insurance Committee (JLMIC). Beginning January 1, 2019, employees will
5 be no longer participate in the JLMIC and will move to participate in the Sheriff's Office Health
6 Plans agreed upon by the KCPOG.

7 *Section 10.2. Early Retiree Subsidy.* An employee who retires between January 10, 2017
8 and December 31, 2018, will be eligible to elect to participate in the County's Early Retiree Medical
9 Program under the same employer/employee contribution co-share that existed as of December 31,
10 2016 provided the employee elected to remain on an unsubsidized County medical plan in 2017 and
11 not COBRA.

12 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

26 *Section 11.5.* The County and KCSO recognize that Association members may from time to
27 time need to conduct Association business related to collective bargaining matters during their core
28 hours of work. This time must not create undue interference with normally assigned duties.

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

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

8 **Section 11.8.** KCSO agrees to make available up to 100 practice rounds of ammunition for
9 their primary duty weapon and either ten rounds of shotgun or rifle ammunition per month to each
10 employee. Any ammunition drawn by the employee shall be used by the employee at KCSO
11 approved ranges under supervised conditions.

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

14 **Section 11.10.** All commissioned employees shall be furnished required uniforms and
15 equipment, and shall be furnished all replacement items of uniforms and equipment on an as-needed
16 basis.

17 **Section 11.12.** Employees will not be required to drive unsafe vehicles.

18 **Section 11.13. Association/Management Meetings.** Association/Management meetings will
19 be held with two representatives from the Association, two representatives from KCSO, and a
20 representative from the Office of Labor Relations (OLR). One KCSO’s representative will be the
21 Sheriff or designee, and one of the Association representative will be the Association President or
22 designee. These meetings may be more or less frequent, upon mutual agreement. The meetings
23 should be held at a location and date/time that is convenient for all parties. The purpose of these
24 meetings is to discuss in a collaborative manner department plans and goals, and any issues of
25 concern to one of the parties. The parties shall notify one another of agenda items two days prior to
26 the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at
27 these meetings is binding unless reduced to writing.

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1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

8 ***Step 1 - Immediate Supervisor:*** A grievance shall be presented in writing by the
9 aggrieved employee and his/her Association representative, within 14 calendar days of the occurrence
10 of such grievance, to the employee's immediate supervisor for working conditions or to OLR for
11 wage, wage related and Civilian Oversight issues. The immediate supervisor or OLR representative
12 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within 20
13 calendar days. If a grievance is not pursued to the next level within ten calendar days, it shall be
14 presumed resolved.

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

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

24 a. Either the County or the Association may request arbitration within 45 calendar
25 days of conclusion of Step 2, and must specify the exact question which it wishes arbitrated except
26 that written reprimands are not subject to Step 3 of the grievance procedure. The parties shall then
27 select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to
28 agree upon an arbitrator, then the arbitrator shall be selected from a panel of 11 arbitrators furnished

1 by the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the
2 list by both the County representative and the Association representative each alternately striking a
3 name from the list until one name remains. The arbitrator shall render a decision within 30 days of
4 the receipt of the briefs in the matter, where possible, and the decision of the arbitrator shall be final
5 and binding on both parties.

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

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

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

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

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

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

21 **Section 12.5. Procedures.** In those instances where disciplinary action is based on
22 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or
23 termination of the employee, Step 2 of the Grievance Procedure will be initiated immediately.
24 Employees who have been relieved of duty may request and shall have approved, the utilization of
25 accrued vacation and/or holiday hours.

26 **Section 12.6. Parties to the Agreement.** In as much as this is an agreement between the
27 County, KCSO and the Association, no individual may without Association concurrence, make use of
28 the provisions of this Article.

1 **ARTICLE 13: SAVINGS CLAUSE**

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

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

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

17 *Section 14.2.* Upon notification in writing by the County or KCSO to the Association that
18 any of its members are engaged in a work stoppage, the Association shall immediately, in writing,
19 order such members to immediately cease engaging in such work stoppage and provide the County
20 and KCSO with a copy of such order. In addition, if requested by the County or KCSO, a responsible
21 official of the Association shall publicly order such Association employees to cease engaging in such
22 a work stoppage.

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

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

27 **ARTICLE 15: WAIVER CLAUSE**

28 *Section 15.1.* The parties acknowledge that each has had the unlimited right within the law

1 and the opportunity to make demands and proposals with respect to any matter deemed a proper
2 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
3 in this Agreement. Therefore, the County, KCSO and the Association, for the duration of this
4 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
5 subject or matter not specifically referred to or covered in this Agreement.

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

9 **ARTICLE 16: TRANSFERS**

10 **Section 16.1. Request for Transfer:** Employees may submit written requests for transfer or
11 reassignment to another division, shift, squad, or unit and such requests shall be given full
12 consideration by KCSO. Interlocal agreements with contract entities will be taken into account with
13 regard to transfers to or from contract entities.

14 **Section 16.2. Notification of Hardship:** When an employee is transferred or reassigned by
15 the Sheriff/designee, the employee shall submit written notification to the Sheriff/designee of any
16 hardships caused by the transfer or reassignment if they believe the transfer/reassignment results in a
17 significant hardship on the employee or his/her family due to excess travel time, expense, or other
18 factors, KCSO will give full consideration to these factors in conjunction with operational needs and
19 will respond to viable alternatives proposed by the employee or the Association with written
20 justification for the transfer. Employees will be given 14 calendar days notice prior to the actual
21 permanent transfer when feasible. Transfers due to exigent circumstances may occur as soon as
22 necessary.

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

24 **Section 17.1.** The position of Major is an appointed position by the Sheriff/designee and
25 serves at the pleasure of the Sheriff. If a Major is removed from this appointed position, he/she may
26 return to a civil service position previously held in the Department, in accordance with civil service
27 and state statutory rights and requirements (RCW 41.14.290).

28 **Section 17.2.** KCSO must conduct an internal investigation that complies with GOM Chapter

1 3 and due process protections generally afforded KCSO employees in order to sustain policy
2 violations against a Major, or suspend or terminate a Major from Department employment. In
3 criminal matters, an employee shall be afforded those constitutional rights available to any citizen.
4 When KCSO conducts such investigations, the following guidelines will be followed:

5 1. "Interrogation" as used herein shall mean any questioning by an agent of the
6 County who is investigating conduct by the employee being interrogated which could result in
7 sustained violations, or suspension, or discharge from Department employment.

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

11 3. Any interrogation of an employee shall be at a reasonable hour, preferably when
12 the employee is on duty, unless the exigencies of the investigation dictate otherwise.

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

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

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

26 7. The KCSO shall not require any employee covered by this Agreement to take or be
27 subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence
28 of any kind be admissible in disciplinary proceedings except by stipulation by the parties.

1 **Section 17.3.** Administrative Investigations must be completed within 180 days of the matter
2 coming to the attention of KCSO Command Staff unless such Command staff were subordinate to the
3 Major, in which case notice to the IIU Commander/designee shall trigger the 180 day timeframe. In
4 the event the Sheriff believes an extension beyond 180 days is necessary, and the County establishes
5 that it has acted with due diligence and the investigation could not reasonably be completed due to
6 factors beyond the control of KCSO, the Sheriff shall contact the Association prior to the expiration
7 of the 180 days seeking to extend the timeframe. Any request for extension based on the
8 unavailability of witnesses shall include a showing that the witness is expected to become available in
9 a reasonable period of time, however the reasonableness of the timeframe will be gauged by
10 assessing the seriousness of the alleged conduct and the importance of the missing information. A
11 request for extension based upon the above criteria will not be unreasonably denied.

12 a. The 180 day period shall be suspended when there is a decision by the County
13 Executive requesting an inquest until the inquest is completed, and also when a complaint involving
14 alleged criminal conduct is being reviewed by a prosecuting authority, is being prosecuted at the
15 local, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being
16 criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved in a fatal
17 incident, the 180 day period will commence when the completed criminal file is provided to the
18 Prosecuting Attorney.

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

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

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

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ARTICLE 18: CIVILIAN REVIEW

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

Section 18.1. The OLEO will actively monitor all KCSO internal investigations. In addition, OLEO may monitor any incidents involving an officer's use of force, and Critical Incidents. Critical Incidents include the use of deadly force, officer-involved shootings, uses of force (including intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization, and in-custody deaths.

Section 18.2. The OLEO may receive complaints from any complaining party, including, without limitation, citizens or employees of KCSO. The OLEO will forward all complaints to the Internal Investigations Unit (IIU) for processing and, when appropriate, investigation. The OLEO will not conduct independent disciplinary investigations, but may participate in interviews as provided herein.

Section 18.3. OLEO staff shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the administrative investigation team. OLEO staff shall be stationed at the Command Post and interact with the administrative team as liaison with the CID. After the initial investigation is complete and scene secured, a representative from the CID will escort the OLEO representative through the scene.

Section 18.4. OLEO staff shall have the opportunity to attend use of force review boards as a non-voting member. If a driving review board involves a Critical Incident, OLEO staff may attend such review boards as a non-voting member.

Section 18.5. The OLEO will have the opportunity to make a recommendation for mediation to the Sheriff, prior to investigation, except in cases of complaints of serious matters (complaints that could lead to suspension, demotion or discharge). In the event KCSO, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and the complaint will be administratively dismissed. Good

1 faith means that the officer listens and considers the issues raised by the complainant, and acts and
2 responds appropriately. Agreement with either the complainant or the mediator is not a requirement
3 of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses
4 to participate, the officer will be considered to have participated in good faith. Moreover, any records
5 related to mediation (other than a mediation settlement agreement) shall not be admissible in any
6 proceeding except to enforce this section. The parties agree that "serious" matters are not eligible for
7 this mediation option.

8 **Section 18.6.** IIU will notify the OLEO of all administrative interviews on all complaints of a
9 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints
10 originating at the OLEO. A single OLEO representative from the OLEO may attend and observe
11 interviews, and will be given the opportunity to ask questions that are within the scope of permissible
12 investigative questioning after the completion of questioning by KCSO. The OLEO will not
13 participate in criminal investigations of KCSO employees in any way.

14 **Section 18.7.** Upon completion of internal investigations, IIU will forward a complete copy
15 of the case file to the OLEO for review. The OLEO will determine, in writing, whether the
16 investigation was thorough and objective in the opinion of the Director of the OLEO.

17 **Section 18.8.** As a part of the review process, the Director of the OLEO may believe that
18 additional investigation is needed on issues he/she deems material to the outcome. If there is any
19 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or
20 materiality of the requested additional investigation, the IIU Commander will determine whether
21 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the
22 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director
23 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the
24 King County Executive, whose decision will be final. Once the matter has been referred to and
25 resolved by the Executive, the investigation will be completed consistent with the determination by
26 the Executive. After completion of the additional investigation, or the conclusion that no further
27 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the
28 Director of the OLEO, the internal investigation was thorough and objective. This determination will

1 be made within five (5) business days. Once the above finding is entered in the investigation, the
2 OLEO will not be involved further in the processing of that case except as provided herein.

3 **Section 18.9.** All final disciplinary decisions will be made by the Sheriff.

4 **Section 18.10.** Reopener: The parties agree to reopen this Article to bargain the decisions
5 and/or effects following ratification of King County Police Officers Guild (KCPOG) collective
6 bargaining agreement on OLEO with a term date starting in 2017.

7 **ARTICLE 19: EARLY INTERVENTION SYSTEMS**

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

10 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

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

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

22 **STEP 1**

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

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STEP 2

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

STEP 3

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

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

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

1 employee shall be solely responsible for presenting his/her perspective of the appraisal to the Board.

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

4 (1). Each member of the Board must agree that his or her vote, and the votes
5 of others, shall remain confidential. Unauthorized disclosure of such information shall be just cause
6 for removal from the Board.

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

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

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

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

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1 **ARTICLE 21: DURATION**

2 This contract shall become effective upon ratification by the Association and the conclusion
3 of the approval process by King County through December 31, 2018. Unless otherwise provided in
4 this Agreement, all changes effectuated by the Agreement shall be effective following the parties' full
5 and final ratification of the Agreement.

6
7 APPROVED this 2nd day of July, 2018.

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10 By: Rachel Jiff for
11 King County Executive

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14 King County Sheriff's Office:

15
16 Mitzi Johankhecht
17 Mitzi Johankhecht
18 Sheriff
19 King County Sheriff's Office

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21 PUGET SOUND POLICE MANAGERS
22 ASSOCIATION:

23
24 Patrick Butschli
25 Patrick Butschli, President

ADDENDUM A

**Puget Sound Police Managers Association
 Majors
 King County Sheriff's Office**

2018 Salary Schedule

Job Class Code	People Soft Job Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1008110	105101	Major	\$123,642.06	\$129,638.70	\$132,749.97	\$135,935.90	\$139,198.38	\$142,539.07	\$145,960.05	\$149,463.18	\$153,050.14	\$156,723.42
			\$59,4433	\$62,3263	\$63,8221	\$65,3538	\$66,9223	\$68,5284	\$70,1731	\$71,8573	\$73,5818	\$75,3478

Education Incentive: Employees covered by this Agreement shall receive an education incentive payment in accordance with the following schedule:
 With Minimum of 4 Years of King County Law Enforcement Service

Associate's Degree 2%	Bachelor's Degree 4%	Master's Degree 6%
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The above percentage rates are based upon the employee's base rate.

ADDENDUM B
TRANSITION TO BIWEEKLY PAY

1. The County provided timely notice to the Puget Sound Police Managers Association (PSPMA) of its intent to implement a biweekly payroll schedule for employees represented by PSPMA who are currently paid on a semi-monthly schedule.

2. As provided for in the collective bargaining agreement, the County is entitled to implement a biweekly payroll schedule for employees represented by PSPMA.

3. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base salary.

4. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut-off to be established for such designation.

5. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.

6. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.

7. The County agrees to provide briefings on the progress of the transition to PSPMA representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.

8. PSPMA acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.