



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19084

Proposed No. 2020-0105.1

Sponsors Balducci

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and King County Police Officers Guild (King
4 County Sheriff's Office) representing employees in the
5 King County sheriff's office; and establishing the effective
6 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 King County Police Officers Guild (King County Sheriff's Office)
10 representing employees in the King County sheriff's office, which is Attachment A to this
11 ordinance, is hereby approved and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of the agreement shall be effective from
13 January 1, 2017, through and including December 31, 2021.
14

Ordinance 19084 was introduced on 2/25/2020 and passed by the Metropolitan King
County Council on 3/24/2020, by the following vote:

Yes: 9 - Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.
McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles, Ms.
Balducci and Mr. Zahilay



KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

A handwritten signature in blue ink, appearing to read "Claudia Balducci", is written over a horizontal line.

Claudia Balducci, Chair

ATTEST:

A handwritten signature in blue ink, appearing to read "Melani Pedroza", is written over a horizontal line.

Melani Pedroza, Clerk of the Council

APPROVED this 28 day of MARCH, 2020.

A handwritten signature in black ink, appearing to read "Dow Constantine", is written over a horizontal line.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and King County Police Officers Guild

RECEIVED
2020 APR -1 AM 11:07
CLERK
KING COUNTY COUNCIL

**AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY POLICE OFFICERS GUILD
REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS**

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1 bargaining unit to the Guild within thirty (30) days of appointment. The County shall provide an
2 opportunity for the Guild to meet with those employees.

3 **Section 1.5. List of Employees.** KCSO will transmit to the Guild a current listing of all
4 employees in the bargaining unit within thirty (30) days of request for same but not to exceed four
5 times per calendar year. Such list shall include the name of the employee, classification, division,
6 date of hire, date of rank and wage rate.

7 **ARTICLE 2: MANAGEMENT'S RIGHTS**

8 It is recognized that the County retains the right to manage the affairs of the County. The
9 Sheriff retains the right to manage the affairs of KCSO and to direct the work force. Such functions
10 of the County and KCSO include, but are not limited to: determine the mission, budget, organization,
11 number of employees, and internal security practices of KCSO; recruit, examine, evaluate, promote,
12 train, and determine the time and methods of such action; discipline, suspend, demote, or dismiss
13 employees for just cause; assign and direct the work force; develop and modify classification
14 specifications; determine the method, materials, and tools to accomplish the work; designate duty
15 stations and assign employees to those duty stations; establish reasonable work rules; assign the hours
16 of work and take whatever actions may be necessary to carry out KCSO's mission in case of
17 emergency. In prescribing policies and procedures relating to personnel and practices, and to the
18 conditions of employment, the County and KCSO will comply with State law to negotiate over
19 mandatory subjects of bargaining. However, the parties agree that the County and KCSO retains the
20 right to implement any changes to policies or practices, after discussion with the Guild, where those
21 policies or practices do not concern mandatory subjects of bargaining.

22 All of the functions, rights, powers, and authority of the County and KCSO not specifically
23 abridged, delegated, or modified by this Agreement are recognized by the Guild as being retained by
24 the County and KCSO.

1 **ARTICLE 3: HOLIDAYS**

2 **Section 3.1. Observed Holidays.** The County and KCSO shall observe the following as paid
3 holidays:

4

5 *Commonly Called*

6 First day of January	New Year's Day
7 Third Monday of January	Martin Luther King, Jr. Day
8 Third Monday of February	President's Day
9 Last Monday of May	Memorial Day
10 Fourth day of July	Independence Day
11 First Monday of September	Labor Day
12 Eleventh day of November	Veteran's Day
13 Fourth Thursday of November	Thanksgiving Day
14 Friday following the fourth 15 Thursday in November	Day After Thanksgiving
16 25th day of December	Christmas Day

17

18

19

20 a) *Personal Holidays.* In addition to the above, each eligible employee will have two
21 (2) personal holidays. These holidays will be administered through the vacation plan. One (1) day
22 will be granted on the first of June; one (1) on the first of November of each year except as provided
23 in Section 9.3.

24 **Section 3.2. Holidays - Employees on a 5/2 Schedule.** Employees working a traditional 5/2
25 schedule with Saturdays and Sundays as off days, that are normally not scheduled to work holidays,
26 shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall
27 observe the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on
28 the day of observance shall be at one and one-half (1.5) times the regular rate of pay in addition to the

1 holiday pay. Holiday pay shall be paid from 0000 hours on the day the holiday is observed through
2 2400 hours of that same day (e.g. an employee going to work at 2200 hours on December 24, who
3 works an eight (8) hour shift receives two (2) hours at straight time and six (6) hours at double time
4 and one half (2.5).

5 Employees working a non-traditional 5/2 schedule, that are normally scheduled to work
6 holidays (including those with Saturday and Sunday as off days), shall take their holidays on the
7 specific dates indicated in Section 1 above, provided that if they are required to work on the specific
8 holiday date, pay for such work will be at one and one-half (1.5) times the regular rate in addition to
9 the holiday pay; provided further, that if a holiday falls on a furlough day, the employees will receive
10 eight (8) hours of pay at the straight time rate in addition to the employee's regular salary. Holiday
11 pay shall not be in the form of compensatory time off.

12 a) Holidays - Employees on a 5/2-5/3 Schedule. An employee working a 5/2-5/3
13 schedule who works on the specific holiday date as specified in Section 3.1, shall receive one half-
14 hour (0.5) of additional compensation at the regular rate for each hour worked on the specific holiday
15 exclusive of briefing time. Employees on a 5/2-5/3 schedule are not eligible for paid holidays under
16 this Article.

17 **Section 3.3. Eligibility for Holiday Pay.** An employee will be eligible for holiday pay unless
18 the employee is on a leave without pay status on the working day prior to and following a holiday;
19 provided however, that an employee who has at least five (5) years of County service and who retires
20 at the end of the month the last regularly scheduled working day of which is observed as a holiday,
21 shall be eligible for holiday pay if the employee is in a pay status the day before the day is observed
22 as a holiday.

23 **Section 3.4. Part-time Hourly Accrual.** Part-time regular employees shall receive holiday
24 pay prorated to reflect his/her normal schedule.

1 **ARTICLE 4: VACATIONS**

2 **Section 4.1.** Employees shall accrue vacation benefits while in pay status, on an hourly basis,
3 exclusive of overtime, so as to earn the appropriate vacation benefit as indicated in the following
4 table:

5

<i>Full Years of Service</i>	<i>Approximate Annual Leave in Days</i>
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

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Section 4.2. Probationary Employees. Probationary employees are not entitled to the use of
23 vacation hours during the first six (6) months of employment. This section does not limit the right of
24 employees to accrue or use vacation for a qualifying event under the Washington State Family Care
25 Act (WSFCA).
26

27 **Section 4.3. Hourly Accrual.** Part-time regular employees shall accrue vacation leave in
28 accordance with the vacation leave schedule set forth in Section 4.1 of this Article, however such

1 accrual rates shall be prorated to reflect his/her normal schedule.

2 **Section 4.4. Outside Employment.** No employee shall be permitted to work for compensation
3 for the County/KCSO in any capacity during the time when the employee is on vacation, except that
4 the provisions of this section shall not apply to employees who, in their capacity as commissioned
5 employees, provide security for King County Parks, King County Records and Licensing Services
6 Division, King County Elections. Employees shall not work in any off-duty job while on
7 compensated family leave during his/her normal work hours.

8 **Section 4.5. Vacation Increments.** Vacation may be used in one-half (0.5) hour increments at
9 the discretion of the Sheriff or his/her appointed designee.

10 **Section 4.6. Vacation Usage.** An employee shall not be granted or paid for vacation benefits
11 if not previously accrued.

12 **Section 4.7. Payment Upon Death.** In cases of death, payment of unused vacation benefits
13 shall be made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

14 **Section 4.8. Maximum Vacation Accrual and Payment.** The maximum total vacation accrual
15 is sixty (60) days (480 hours) per employee. All employees shall use or forfeit excess vacation
16 accrual that is not used on or before the last day of the pay period that includes December 31 of the
17 year in which the excess was accrued; provided that, employees may continue to accrue additional
18 vacation beyond the maximum herein, upon request and with KCSO approval, if cyclical workloads,
19 work assignments or other reasons as may be in the best interests of the County prevent the County
20 from scheduling the vacation as not to create a forfeiture. Notwithstanding this section, the parties
21 recognize that LEOFF I employees maintain a legal right to continue to accrue vacation during a
22 period of temporary disability.

23 Employees who leave County employment for any reason will be paid for their unused
24 vacation up to the maximum specified herein, except that employees who become disabled and retire
25 as a result thereof shall be paid for all unused vacation.

26 **Section 4.9. Vacation Scheduling - Seniority Basis.** Vacation that is requested prior to April
27 1, shall be approved on the basis of KCSO seniority within each shift, squad or unit. Vacation
28 requests for four (4) or more consecutive days of vacation (excluding furlough days and holidays),

1 submitted prior to April 1, for vacation to be taken during the twelve (12) months subsequent to May
2 1, shall be approved or denied by May 1, on a KCSO seniority basis within each shift, squad or unit.
3 Such approval shall not be unreasonably denied. Vacation requests submitted subsequent to April 1
4 shall be granted dependent upon KCSO needs on a first come, first served basis. Employees who are
5 transferred involuntarily and who already had their vacation request approved, will be allowed to
6 retain that vacation period regardless of their seniority within the new shift, squad, or unit to which
7 they are transferred.

8 If the KCSO cancels vacation once it has been approved and the affected employee has
9 incurred non-refundable or unusable expenses in planning for the same, the employee shall be
10 reimbursed by the County for those expenses. Any employee called back to duty once vacation has
11 begun shall be reimbursed for round trip transportation costs in returning to duty.

12 **Section 4.10. Vacation Payoff Upon Termination.** Vacation payoff upon termination from
13 employment for any reason shall be calculated by utilizing the employee's base wages as set forth in
14 Addendum "A" and shall also include educational, longevity and patrol longevity incentive pay but
15 shall not include any other premium pay as set forth in Article 7.

16 **Section 4.11. Leave Donations and Transfers.** Members of this bargaining unit shall be
17 allowed to transfer accrued vacation and/or sick leave in accordance with the King County Code
18 (KCC) Sections 3.12.223-224, as amended.

19 **ARTICLE 5: LEAVE BANKS - LEOFF I**

20 **Section 5.1. Establishment of Special LEOFF I Leave Bank (SLLB).** Effective January 1,
21 1984, LEOFF I employees discontinued the accrual of sick leave. Individual sick leave accounts in
22 place as of December 31, 1983, were reduced by fifty (50) percent with the remaining fifty percent
23 (50%) being converted to SLLB for each employee. Illness or injury are covered by disability leave
24 (RCW 41.26.120 - 150).

25 **Section 5.2. SLLB Use.**

26 a) The hours in the individual SLLB may be used as vacation. Additionally, upon
27 filing an application for disability leave/retirement, SLLB hours may be used as the basis for
28 continuing to receive an allowance equal to regular pay during the period of time between the initial

1 date of illness or injury, and the date of final disposition made by either the local disability board or
2 the State Retirement System. In the event that the application for disability leave/retirement is
3 ultimately denied by the local disability board or the State Retirement System, SLLB hours
4 equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be
5 deducted from the SLLB balance then in effect.

6 b) If the local disability board denies disability benefits or retirement benefits, KCSO
7 will reinstate the employee on the day the decision of the LEOFF Board is received by KCSO.

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

10 **Section 5.3. SLLB Payoff.** Upon death after at least five (5) years of continuous County
11 service, or separation in good standing (including service or disability retirement) after completion of
12 twenty (20) years of continuous County service, the existing balance of hours in the individual SLLB
13 as of the date of such retirement or separation shall be paid pursuant to Section 4.10, of this
14 agreement to a maximum of fifty (50) days (400 hours).

15 **Section 5.4. Family Care and Bereavement Leave.**

16 a) Bereavement Leave. Regular, full time LEOFF I employees shall be entitled to
17 forty (40) hours of bereavement leave for each death of a member of the employee's immediate
18 family. In the event that King County modifies the KCC which provides bereavement benefits
19 which are more favorable than those contained in this contract, the County will offer such new
20 provisions to the Guild.

21 b) Paid Family Care Leave. LEOFF I employees may receive up to six (6) days of
22 paid leave per year to be used in lieu of sick leave for family care purposes. LEOFF I employees
23 who have exhausted their SLLB may receive up to ten (10) days of paid leave per year to be used in
24 lieu of sick leave for family care purposes. Written verification for family care leave may be
25 requested by KCSO. This verification will include: 1) the nature and severity of illness or injury;
26 and 2) the relationship of the immediate family member. In addition, family care leave shall be
27 approved for any event qualifying under the WSFCA or other applicable laws. Up to one (1) day's
28 leave may be authorized for an employee to be at the hospital on the day of the birth of his/her child

1 in addition to the six (6) days mentioned above and in addition to other leave laws that may apply.

2 c) Council Action. If the County Council adopts an Ordinance which provides family
3 care leave benefits which are more beneficial to employees than currently exist in this labor
4 agreement, then such improved benefits shall be available to officers for their use.

5 d) Immediate Family. For purposes of Section 5.4(a) and (b) of this Article,
6 immediate family means spouse, domestic partner, child, parent, son-in-law, daughter-in-law,
7 grandparent, grandchild, or sibling and the child, parent, grandparent, grandchild or sibling of the
8 spouse or domestic partner, and any persons for whose financial or physical care the employee is
9 principally responsible. This provision does not restrict an employee's right to use paid leave for a
10 qualifying event under any other applicable law including the WSFCA.

11 e) Unpaid Family Leave. A qualified employee may take unpaid leave with health
12 benefits continuation to care for a family member pursuant to the provisions of the (KCC), and the
13 Federal Family and Medical Leave Act (FMLA). For the purposes of the KCC, family member is
14 defined as the employee's spouse or domestic partner, the employee's child, a child of the
15 employee's spouse or domestic partner, parent of the employee, spouse or domestic partner, or an
16 individual who stands or stood in loco parentis to the employee, employee's spouse or domestic
17 partner.

18 **Section 5.5. Sick Leave Incentive**. Through December 31, 2018, employee usage of family
19 care and disability leave will be reviewed. Regular, full-time LEOFF I employees who have used
20 sixteen (16) or less hours of these combined leaves in the preceding calendar year and who have been
21 continuously employed during that entire calendar year, shall be rewarded by having sixteen (16)
22 additional hours credited to their regular vacation account. Employees who have used more than
23 sixteen (16) but less than thirty-three (33) combined leave hours shall have eight (8) additional hours
24 credited to their regular vacation account. This incentive for the 2018 calendar year shall be credited
25 to vacation leave accounts in 2020. This incentive program will be discontinued for 2019 and
26 thereafter. In calculating this benefit, disability leave used for on duty injuries or occupational illness
27 shall not be counted.

1 **ARTICLE 6: SICK LEAVE - LEOFF II**

2 **Section 6.1. Monthly Accrual.** Every LEOFF II employee in a regular full time position shall
3 accrue sick leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would
4 yield the employee ninety-six (96) hours per year if the employee remained in pay status for the
5 entire year. An employee shall not accrue sick leave while not in pay status. The employee is not
6 entitled to sick leave if not previously earned.

7 a) Part-time employees shall accrue sick leave prorated to reflect his/her normal
8 schedule.

9 b) Employees working more than seventy-four (74) hours in the workweek shall
10 accrue an additional hourly rate of 0.025 of sick leave for each hour worked.

11 **Section 6.2. Use of Sick Leave.** Sick leave shall be used in accordance with federal, state and
12 County law. Sick leave may be used for the following reasons:

13 a) The result of or to accommodate for the employee's injury, mental or physical
14 illness, health condition or medical preventative care;

15 b) To allow an employee to provide care for an eligible family member with an
16 injury, mental or physical illness or health condition, for a family member who needs medical
17 diagnosis, care or treatment of a mental or physical illness, injury or health condition, or for a family
18 member who needs preventative medical care;

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

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

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

25 f) For family and medical leave available under federal, state and County law, and
26 Section 6.14.

27 **Section 6.3. Loss of Monthly Accrual.** Discipline resulting in suspension not exceeding ten
28 (10) working days shall not serve to reduce sick leave credit.

1 **Section 6.4. Use of Vacation in Lieu of Sick Leave.** During the first six (6) months of full
2 time service a regular employee may, at KCSO's discretion, be advanced six (6) days (48 hours) of
3 unearned vacation. In the event the employee voluntarily leaves County employment before the end
4 of his/her first six (6) months of service, the County may reduce the employee's final pay check for
5 any previously advanced vacation. Any other eligible employee with accrued leave benefits may,
6 with KCSO approval, use accrued vacation, holiday, and other accrued paid leave as an essential
7 extension of used sick leave prior to going on an unpaid leave of absence.

8 **Section 6.5. Unpaid Medical Leave.** Employees who take unpaid leave for medical or family
9 purposes will not have their seniority date adjusted.

10 **Section 6.6. Sick Leave Increments.** Sick leave may be used in one-half (0.5) hour
11 increments.

12 **Section 6.7. No Maximum Accrual.** There shall be no limit to the hours of sick leave accrued
13 by an employee.

14 **Section 6.8. Healthcare Provider's Certificate.** KCSO is responsible for the proper
15 administration of the sick leave benefit. A certificate verifying illness or inability to perform work
16 may be required of an employee for any sick leave use more than three (3) days when KCSO has a
17 reasonable belief that an employee has abused sick leave. KCSO will make a reasonable effort to
18 notify an employee prior to his/her return to work that a certificate will be required. In addition, after
19 an absence of three (3) or more days, KCSO may require the employee to submit a certification for
20 leaves that may qualify as family or medical leave pursuant to Section 6.14 of this Article.

21 **Section 6.9. Sick Leave Upon Separation/Return to Service.** Separation from King County
22 employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall
23 cancel all sick leave currently accrued to the employee. Should the regular employee resign in good
24 standing, be separated for non-disciplinary medical reason, be laid off or resign in lieu of layoff and
25 return to the County within two (2) years, accrued sick leave shall be restored.

26 **Section 6.10. Sick Leave Cash out Upon Retirement or Death.** The County will cash out
27 thirty-five percent (35%) of an employee's unused, accumulated sick leave, if the employee has at
28 least five (5) years of service and also: (1) takes a regular retirement with full benefits as a result of

1 length of service or early retirement at age 50, with twenty (20) years of service, under the LEOFF 2
2 Retirement System; (2) terminates County service by death; or (3) terminates County service after
3 twenty-five (25) years of service for any reason. All payments shall be made in cash, based on the
4 employee's base rate as set forth in Addendum "A".

5 **Section 6.11. Sick Leave Incentive.** Through December 31, 2018, employee sick leave,
6 family leave and disability leave usage will be reviewed. Full-time employees who have used sixteen
7 (16) or less hours of personal or family care sick leave in the preceding calendar year and who have
8 been continuously employed during that entire calendar year, shall be rewarded by having sixteen
9 (16) additional hours credited to their regular vacation account. Employees who have used more than
10 sixteen (16) but less than thirty-three (33) combined leave hours shall have eight (8) additional hours
11 credited to their regular vacation account. The additional vacation credits specified herein shall not
12 affect accrued sick leave amounts. This incentive for the 2018 calendar year shall be paid in 2020.
13 Thereafter, this incentive program will be discontinued. In calculating this benefit, sick leave used
14 for on-duty injuries or occupational illness shall not be counted.

15 **Section 6.12. Maximum Pay Allowed.** Employees injured on the job cannot simultaneously
16 collect sick leave and worker's compensation payments greater than net regular pay of the employee.

17 **Section 6.13. Bereavement Leave.** Regular, full time LEOFF II employees shall be entitled
18 to forty (40) hours of bereavement leave for each death of a member of the employee's immediate
19 family. In the event that the County modifies the KCC which provides bereavement benefits which
20 are more favorable than those contained in this contract, the County will offer such new provisions to
21 the Guild. For the purposes of this section, immediate family means spouse, domestic partner, child,
22 parent, son-in-law, daughter-in-law, grandparent, grandchild, or sibling and child, parent,
23 grandparent, grandchild or sibling of the spouse or domestic partner and any persons for whose
24 financial or physical care the employee is principally responsible.

25 **Section 6.14. Paid Parental Leave, and Family Medical Leaves.**

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

28 i) *Benefit Amount.* An employee's supplemental leave benefit is calculated

1 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
2 placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for
3 up to a total of twelve (12) weeks, when combined with the employee's accrued leave (except for one
4 (1) week of sick leave and one week of vacation leave). The employee is permitted to use the
5 supplemental leave first. Additionally, the employee may choose to take less than twelve (12) weeks
6 of leave. Supplemental PPL is not subject to cash out. An employee who does not return to work for
7 at least six (6) months of continuous service following the leave, will be required to reimburse the
8 County for the supplemental leave funds received.

9 ii) Eligibility. The benefit is available to all leave eligible employees who
10 have been employed with the County for at least six (6) months of continuous service at the time of
11 the qualifying event. If both parents work for the County, then each employee is entitled to up to
12 twelve (12) weeks of PPL.

13 iii) Benefit Period. PPL must be used within twelve (12) months of the
14 qualifying event. An employee may use PPL on an intermittent or part-time basis, as long as it is
15 consistent with the KCSO's operational needs, and it is approved in writing by the employee's
16 supervisor prior to the leave.

17 iv) Concurrency. PPL will run concurrently with the County's family and
18 medical leave, as well as federal and state family and medical leave laws, to the fullest extent
19 permitted by law.

20 v) Protection. PPL is protected leave. Barring required budget cuts or layoffs,
21 an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action
22 may be taken against an employee for participating or planning to participate in the program.

23 vi) Health and Leave Benefits. The employee will continue to receive all
24 health benefits and shall continue to accrue vacation and sick leave during the period of PPL. For
25 purposes of overtime calculations, PPL shall be considered the equivalent of sick leave.

26 vii) Relationship to Washington State Paid Family and Medical Leave.
27 Provisions (PFMLA) of the County's current PPL program may change effective January 1, 2020, or
28 thereafter, due to the County's implementation of the new PFMLA program.

1 **b) Family Medical Leaves.**

2 i) Family Medical Leave Act (FMLA). As provided for in the FMLA, an
3 eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve (12)
4 month period for the employee's own qualifying serious health condition that makes the employee
5 unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying
6 serious health condition, to bond with a newborn child, adoption or foster care placement (leave must
7 be taken within one (1) year of the child's birth or placement), or for qualifying exigencies related to
8 the foreign deployment of a military member who is the employee's spouse, child or parent. An
9 eligible employee who is a covered service member's spouse, child, parent, or next of kin may take
10 up to twenty-six (26) weeks of paid or unpaid FMLA leave in a single twelve (12) month period to
11 care for the service member with a serious injury or illness.

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

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

18 ii) King County Family Medical Leave (KCFML). As provided by KCC, an
19 eligible employee may take up to eighteen (18) weeks of paid or unpaid KCFML in a single twelve
20 (12) month period for the employee's own qualifying serious health condition, to care for an eligible
21 family member who has a qualifying serious health condition, to bond with a newborn child, adopted
22 child or foster care placement (leave must be taken within one (1) year of the child's birth or
23 placement), and for any qualifying reason under the FMLA, WSFLA, or other family and medical
24 leaves available under federal or state law.

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

1 WSFLA, and the Washington State Family Care Act.

2 In order to be eligible for leave under this provision, an employee must
3 have been employed by the County for at least twelve (12) months and have worked at least 1,040
4 hours in the preceding twelve (12) month period.

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

8 Failure of an employee to return to work by the expiration date of leave
9 under this provision may be cause for termination of the employee from county service.

10 iii) Paid Family and Medical Leave. Eligibility for leave and benefits, which
11 begin January 1, 2020, is established by Washington law and is therefore independent of this
12 Agreement. Premiums for benefits are established by law and are subject to adjustment up or down
13 by the State. Employees will pay through payroll deduction the premiums as currently determined
14 under RCW 50A.10.030(3)(a-c). The County shall pay any remaining portion as required by law.

15 **Section 6.15. Special Sick Leave.** All newly hired LEOFF II Deputies shall be provided with
16 twenty-three (23) days special sick leave, which shall be used only to supplement the employee's
17 industrial insurance benefit should the employee be injured on the job during his or her first calendar
18 year on the job in accordance with the supplemental disability leave provisions of the state law. The
19 special sick leave shall not be used until three (3) days of regular sick leave have been used for each
20 incident of on-the-job injury. In the event there is no regular sick leave, the special sick leave shall
21 be immediately available for an on-the-job injury. During the second year of employment, and for all
22 succeeding years, all LEOFF II employees shall be provided with twenty-three (23) days special sick
23 leave which shall only be utilized in the circumstances as herein described. Special sick leave is non-
24 cumulative, but is renewable annually. Part-time employees shall be provided with special sick leave
25 prorated to reflect his/her normal schedule.

26 **Section 6.16. Special Worker's Compensation Supplement.** The County will provide a
27 Special Worker's Compensation Supplement to LEOFF II employees who are injured on the job,
28 maintain eligibility for Worker's Compensation and are unable to work (as determined by the

1 County's Safety and Claims Management Division) for a period exceeding six (6) consecutive
2 months, but not to exceed twelve (12) consecutive months; provided that the employee's condition is
3 the result of an injury occurring during the search, arrest or detention of any person/place, or during
4 the attempt to search, arrest or detain any person/place or occurring when an employee is involved in
5 an emergency response to a request for service.

6 The Special Worker's Compensation Supplement will provide for the difference between an
7 employee's base salary and any other compensation which the employee is receiving during the
8 period of injury-related absence. Other compensation shall include special sick leave, Worker's
9 Compensation, Social Security and/or unemployment compensation. The supplement shall be limited
10 to six (6) months during any consecutive twelve (12) month period.

11 The Special Worker's Compensation Supplement shall be reduced by the amount of any State
12 legislatively mandated increase in benefits for LEOFF II employees which occur during the term of
13 this Agreement.

14 Part-time employees' Special Worker's Compensation Supplement shall be prorated to reflect
15 his/her normal schedule.

16 **Section 6.17. Working Transitional Duty.** LEOFF II employees, who are injured on the job
17 and are assigned to a transitional duty assignment, will not be required to use their personal sick leave
18 to attend medical, psychological or physical therapy appointments that are a result of the on the job
19 injury. Time away from work to attend such appointments shall be taken out of the employee's
20 Special Sick Leave using the same formula as if the employee had not returned to work.

21 **ARTICLE 7: WAGE RATES**

22 **Section 7.1. Wages.**

23 a) Effective January 1, 2017, wage rates shall be increased by 2.25%. Addendum
24 "A" reflects a 2.25% increase over the rates paid on December 31, 2016.

25 b) Effective January 1, 2018, wage rates shall be increased by 3.25%. Addendum
26 "A" reflects a 3.25% increase over the rates paid on December 31, 2017.

27 c) Effective January 1, 2019, wage rates shall be increased by 4.0%. Addendum "A"
28 reflects a 4.0% increase over the rates paid on December 31, 2018.

1 d) Effective January 1, 2020, wage rates shall be increased by 3.25%. Addendum
2 “A” reflects a 3.25% increase over the rates paid on December 31, 2019.

3 e) Effective January 1, 2021, wage rates shall be increased by 3.25%. Addendum “A”
4 reflects a 3.25% increase over the rates paid on December 31, 2020.

5 All wages are retroactive to the effective dates of the increase for all employees on the KCSO
6 payroll at the time that this Agreement is signed or who retired during the term of the Agreement.

7 **Section 7.2. Flight Pay.** Employees assigned to flight duty on a full-time basis for at least
8 one (1) full month shall be compensated an additional ten percent (10%) of their base rate,
9 Addendum “A” for each month while so assigned

10 **Section 7.3. Bomb Disposal Squad.** Qualified employees assigned to the Bomb Disposal
11 Squad on a full-time basis for at least one (1) full month shall be compensated an additional ten
12 percent (10%) of their base rate, Addendum “A” for each month while so assigned.

13 **Section 7.4. Motorcycle Patrol.** Employees assigned to Motorcycle Patrol for at least one (1)
14 full month will receive an additional three percent (3%) of their base rate, Addendum “A” for each
15 month while so assigned.

16 **Section 7.5. Plain Clothes Premium.** Employees not required to wear a uniform for at least
17 one (1) full month will receive an additional four percent (4%) of their base rate, Addendum “A” for
18 each month while so assigned.

19 **Section 7.6. Divers.** Employees assigned as Divers continuously for at least one (1) full
20 month will receive an additional ten percent (10%) of their base rate, Addendum “A” for each month
21 while so assigned.

22 **Section 7.7. K-9 Unit.** Qualified dog handlers assigned to the K-9 unit in the field for at least
23 one (1) full month will receive additional ten percent (10%) of their base rate, Addendum “A” for
24 each month while so assigned for the proper caring, grooming, feeding and exercise of the animal
25 assigned, while so assigned. Additionally, the first hour of the workday will be assigned for work at
26 home with the animal. If the handler is unable to complete this work hour at the beginning of their
27 shift they will go home an hour early (hour may be prorated). If workload does not permit the
28 handler to take the hour at the beginning or end of their shift, they will submit for one hour of

1 overtime (hour may be prorated). Each handler will also receive two (2) hours of overtime each
2 month for miscellaneous K-9 chores. When submitting leave requests for full days, K-9 officers shall
3 request eight (8) hours leave for each full day.

4 **Section 7.8. Master Police Officer.** Master Police Officers will be compensated at a rate
5 which is five percent (5%) above the top step of the Deputy pay, exclusive of the patrol premium set
6 forth in Section 7.9. Master Police Officers will collect MPO pay, Patrol Pay and FTO pay, when
7 applicable, simultaneously.

8 **Section 7.9. Patrol Pay.** Uniformed employees with the rank of Deputy or Sergeant assigned
9 to traffic, reactive and proactive patrol for at least one (1) full month will receive an additional one
10 percent (1%) of their base rate, Addendum "A" for each month while so assigned.

11 **Section 7.10. TAC 30 Pay.** Employees assigned to the TAC 30 team for at least one (1) full
12 month will receive an additional ten percent (10%) of their base rate, Addendum "A" for each month
13 while so assigned.

14 **Section 7.11. Hazardous Devises and Materials Team.** Employees assigned to the
15 Hazardous Devises and Materials Team for at least one (1) full month will receive an additional ten
16 percent (10%) of their base rate, Addendum "A" for each month while so assigned.

17 **Section 7.12. Detective Pay.** Employees assigned for at least one (1) full month as a
18 Detective will receive an additional six percent (6%) of their base rate, Addendum "A" for each
19 month while so assigned. This section applies to detectives and sergeants assigned to a precinct or
20 contract city detective unit, all units within the Criminal Investigations Division, the Civil Process
21 Unit, IIU and any detective working in any other unit or position designated by the Department as a
22 detective position.

23 **Section 7.13. Contract City Chief.** Any sergeant assigned by the Sheriff as a Chief in a
24 contract city for at least one (1) full month, on either a full or part-time basis, will receive an
25 additional ten percent (10%) of their base rate, Addendum "A" for each month while so assigned.
26 Employees so assigned serve at the discretion of the Sheriff.

27 **Section 7.14. Police Training Officer (PTO) Program.** For each day a PTO trains a recruit,
28 the PTO will receive the following compensation; either an hour and a half (1.5) of regular pay or one

1 and a half (1.5) hours of vacation time for employees working an eight (8) hour shift or 1.875 hours
2 of straight time pay or 1.875 hours of vacation time for employees working ten (10) hour shifts. A
3 request for PTO compensation must be submitted in the same manner as a request for overtime pay.
4 In each submittal for PTO compensation, the PTO must specify whether s/he wants to receive pay or
5 vacation time. Sergeants who are assigned as the Precinct Phase 2 or Phase 3 PTO Sergeant on a full
6 time basis will receive three percent (3%) above Step 3 of the Sergeant's pay range while so
7 assigned. When applicable, PTOs will collect patrol pay simultaneously with PTO compensation and
8 PTO Sergeants receiving Detective pay will collect PTO pay simultaneously. The parties will discuss
9 in labor management committee meetings issues of concern to either party and suggestions by either
10 party for improvement to the PTO Program. This section shall not be interpreted as a contract
11 reopening provision.

12 **Section 7.15. ARFF Certification Premiums.** Employees assigned to the airport shall be
13 eligible for the premiums below based upon their base rate, Addendum "A" for each month while so
14 assigned.

15 ARFF Step 1: Two percent (2%) pay premium upon successful completion of airport
16 operations training and FAA basic aircraft rescue firefighting course.

17 ARFF Step 2: Four percent (4%) pay premium upon successful completion of the previous
18 step plus completion of Washington State Firefighter Academy (includes FF level 1 and HAZMAT
19 Ops IFSAC or Proboard certification).

20 ARFF Step 3: Six percent (6%) pay premium upon successful completion of previous steps
21 plus the completion of Washington State approved EMT course and Washington State or national
22 certification.

23 ARFF Step 4: Eight percent (8%) pay premium upon successful completion of the previous
24 steps plus completion of qualifying incident command training (Advanced ARFF school, S'ITCO,
25 Blue Card).

26 **Section 7.16. Fire Prevention Coordinator.** Employees assigned for at least one (1) full
27 month to this position will receive an additional ten percent (10%) of their base rate, Addendum "A"
28 for each month while so assigned.

1 **Section 7.17. Airport Training Coordinator.** Employees assigned for at least one (1) full
2 month to this position will receive an additional ten percent (10%) of their base rate, Addendum “A”
3 for each month while so assigned.

4 **Section 7.18. Premium Limit.** No employee shall receive more than one (1) of the premiums
5 set forth above at any given time except as expressly provided in this Article.

6 **Section 7.19. Patrol Longevity.** Eligible employees assigned to patrol unit shall receive
7 Patrol Longevity as outlined in the attached Patrol Longevity schedule attached as Addendum A.
8 Employees who receive Patrol Longevity will not also receive Longevity.

9 **Section 7.20. Longevity.** Eligible employees shall receive Longevity as outlined in the
10 attached Longevity schedule attached as Addendum A. Employees who receive Longevity will not
11 also receive Patrol Longevity.

12 **Section 7.21. Education Incentive.** Eligible employees will receive education incentive as
13 outlined in Addendum “A”.

14 **Section 7.22. Reinstatement.** Employees who leave service with KCSO and return to service
15 within two (2) calendar years shall, upon reinstatement, be compensated consistent with KCSO’s
16 Lateral Hire Policy and Section 7.20, of this Article. All reinstated employees will serve a one (1)
17 year probation period upon reinstatement.

18 **Section 7.23. Lateral Hires.** KCSO may hire officers with prior law enforcement experience
19 at a rate not to exceed where the officer would be placed on the wage scale had all of his/her prior
20 experience been with KCSO.

21 **Section 7.24. Biweekly Payroll.** The County reserves the right to implement a biweekly
22 payroll system any time during the term of this agreement provided; any payroll transition (lag time
23 transitioning from semi-monthly to biweekly) pay advanced by the County will be repaid by the
24 employee in the calendar year of the transition pay if it is received by the first pay period of March or
25 within twelve (12) months if the transition pay is received after the first pay period of March.
26 Compensatory time may be used in lieu of an advance or may also be used to repay the advance. The
27 County will pay a differential to full-time employees up to eighty (80) regular time hours when their
28 schedule has less than eighty (80) regular hours during the biweekly pay period, inclusive of any paid

1 leave time or adjusted furlough time. No differential will be paid for hours when an employee is on a
2 leave without pay status. In no event shall the differential result in an employee being compensated
3 for more than eighty (80) regular time hours during the biweekly pay period.

4 **ARTICLE 8: OVERTIME**

5 **Section 8.1. Overtime Payable.** Except as otherwise provided in this Article or any
6 Memorandum of Understanding executed between the parties, employees shall be paid at the rate of
7 time and one-half (1½) at the employee's regular rate of pay, for all hours worked inclusive of lunch
8 period, outside of the employee's regularly scheduled shift. For the purposes of this section, regular
9 rate is defined as, and limited to, the employee's base rate and premium pay that is authorized in
10 Article 7 of this Agreement and earned during the particular work day.

11 a) **Authorization of Overtime.** All overtime shall be paid when an employee is
12 required or allowed to work. Saturday and Sunday work is not contractual overtime when it is a
13 regularly scheduled work day. All overtime shall be authorized by the Sheriff or designee in
14 advance.

15 b) **Off-Duty Telephone Calls.** Time worked shall include telephone calls during off
16 duty hours that are eight (8) minutes or more in length regarding KCSO business. Such telephone
17 calls shall be paid at the rate of one (1) hour at the overtime rate. Multiple calls within that hour are
18 covered by that one (1) hour overtime.

19 c) **Work Week/Work Day.** For the purpose of calculating contractual overtime
20 compensation, an employee's work week shall be defined as beginning with the first day of work
21 after a furlough day and continuing for a total of seven (7) consecutive days. Regularly assigned
22 furlough days count as furlough days even if worked. Also, the work day shall be defined as
23 beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive
24 hours.

25 **Section 8.2. Compensatory Time.**

26 An employee may choose to receive compensatory time in lieu of overtime pay.
27 Compensatory time shall be equal to one and one-half times (1.5) the hours worked. No employee
28 shall be allowed to accrue more than sixty (60) straight time hours (forty hours of work at time and

1 one-half (1.5) will equal sixty (60) straight time hours accrued) of compensatory time at any given
2 time. An employee working overtime on a patrol shift may only receive compensatory time when
3 that employee is working in their regular assignment or if an employee working patrol has been
4 subject to mandatory overtime.

5 The parties agree to the following conditions on the use of compensatory time:

6 a) It is unduly disruptive to the operations of the KCSO for employees to give less
7 than seventy-two (72) hours written notice of their intent to use up to two (2) days of compensatory
8 time off and an additional day of notice for every consecutive compensatory day off thereafter. This
9 section shall be construed so that, for instance, the use of five (5) consecutive days of compensatory
10 time off will require that the employee give KCSO a minimum of six (6) days written notice of their
11 intent to do so.

12 b) On the first payroll period of July of each year, KCSO may cash out any
13 compensatory time still on the books for which an employee has not provided the written notice
14 required above.

15 c) The parties agree that it is unduly disruptive for employees to request the use of
16 compensatory time off on any recognized holiday as set forth in Section 3.1 or on Saint Patrick's
17 Day, Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve when the granting of such time
18 off would require KCSO to force another employee to come in to cover the shift.

19 **Section 8.3. Standby.**

20 An employee is assigned to "standby" when told to be able to respond to callout, and ready to
21 leave for work either in uniform or in business attire, within one (1) hour or less, but is not otherwise
22 restricted in the use of personal time.

23 KCSO and the Guild agree that the use of off-duty standby time shall be minimized consistent
24 with sound law enforcement practices and the maintenance of public safety. Off duty standby
25 assignments shall be for a fixed predetermined period of time. Employees formally placed on off
26 duty standby status for unusual occurrences shall be compensated on the basis, of fifty percent (50%)
27 of straight time pay. If the employee is actually called back to work, the off duty standby premium
28 shall cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned to KCSO

1 vehicles shall not be deemed as being on standby status unless specifically assigned to standby status.

2 **Section 8.4. Callouts - Minimum Payments for Non-Court Related Callouts.**

3 “Callout” occurs when an employee is called back to work while off duty, except that
4 voluntary sign up for an overtime shift does not constitute a callout. Work performed off-duty, and
5 which is pre-authorized by KCSO to be performed at home, will be compensated at the overtime rate
6 but will not constitute a callout. If an employee is called in early or is held over after their normal
7 shift and the employee is paid continuously for the entire period of time worked, it shall be deemed a
8 shift extension and not a callout. When an employee attends non-mandatory training within King
9 County, or an employee initiates an on view call for service, it does not constitute a call out.

10 A minimum of four (4) hours at the overtime rate shall be allowed for each callout. Where
11 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate.

12 Portal to Portal will be paid for non-court callouts. Except as provided in Section 8.11, the
13 actual hours worked shall be computed from the time the employee leaves home until the time the
14 employee returns home, such time to be computed using the most direct route available. The
15 provisions of this section apply only when an employee is required to return to work during a time
16 he/she is not normally scheduled to work. Portal to Portal time may commence prior to leaving home
17 if the employee is required or allowed to perform related work (i.e., such as calls to other officers) at
18 home before leaving. If required to report to or from a remote location (i.e., a location other than the
19 regularly assigned work area, such as a precinct), any additional travel time beyond the employee’s
20 normal commute time is compensable. See also Section 9.9.

21 **Section 8.5. “On Call” Duty.**

22 Employees who are assigned to “on call” duty are required to restrict personal activities and
23 carry a pager/cell phone for the purpose of 1) being ready to respond to call outs or 2) be the contact
24 person for off duty telephone calls. Such assignments shall be for a weekend, which commences at
25 4:00 p.m., on Friday and continues until 8:00 a.m. Monday. Holiday weekends are those weekends
26 when a Friday or Monday is a holiday, thus extending the weekend on call assignment by
27 an additional twenty-four (24) hours (or by an additional forty-eight (48) hours over Thanksgiving
28 weekend). The determination of who shall be assigned on call will be made by KCSO. When

1 operationally possible, KCSO will make a good faith effort to rotate on call assignments. Moreover,
2 KCSO will not impose restrictions on personal activities (other than carrying a pager/cell phone)
3 unless assigned on call. Employees' "on call" duty shall be paid at the rate of twelve (12) hours of
4 regular pay for each on call weekend assignment, or sixteen (16) hours of regular pay shall be paid
5 for an assigned holiday weekend or twenty (20) hours for the Thanksgiving weekend. These hours
6 are not hours of work for purposes of computing overtime.

7 **Section 8.6. Court Callout - Minimum Overtime Payments for Court.**

8 Court callout occurs when an employee is called back to work for court while off duty.

9 The following subsections depict the minimum compensation for court appearances, pretrial
10 hearings, or conferences (other than phone calls). Any additional time beyond the minimums will be
11 compensated at the overtime rate.

12 If, upon completion of the court session, an employee is called into work, said time shall be
13 considered overtime consistent with other provisions of this Article, separate and apart from the court
14 session minimum.

15 a) If the session starts less than two (2) hours before or after the shift, it will be
16 considered a shift extension for court. Employees will be compensated for the amount of time spent
17 before or after their shift.

18 b) If a session starts two (2) or more hours before or after the shift, compensation will
19 be for a minimum of four (4) hours at the overtime rate for each session to a maximum of two (2)
20 four (4) hour minimums daily, provided that multiple sessions, in either a morning or an afternoon,
21 shall be considered as one (1) session.

22 c) Employees who are subpoenaed and scheduled by the court and who appear for
23 court-related hearings shall receive a minimum of four (4) hours at the overtime rate of pay; provided
24 employees who appear for a morning session which is continued into the afternoon will be
25 compensated from the time of arrival through dismissal from that court.

26 d) Employees who are called in for court while on their vacation or on comp time
27 shall be placed on overtime pay status and compensated for a full day's pay. In addition, their
28 vacation accrual shall be credited with an additional vacation day or comp day. Provided that if the

1 employee has received a valid subpoena for a specific date prior to submitting a request for vacation
2 or comp time for that same date, he/she will not be entitled to the additional vacation day or comp
3 day.

4 e) Court overtime outside nominal duty hours while-on sick leave will be paid just as
5 court overtime would be paid on a normal duty day. If court appearance hours go into what would
6 have been the normal working hours, overtime will not be paid for the portion when the officer would
7 normally have been working. The employee will deduct overlapping time from the sick leave
8 submitted. This time will be paid as regular work time.

9 f) In addition to the provisions of subsections a through e above, officers subpoenaed
10 to court outside King County which requires travel and/or lodging during off-duty hours will be
11 compensated at the standby rate of fifty percent (50%) of the normal hourly rate for all time spent
12 outside the normal duty hours to a maximum of eight (8) hours for each twenty-four (24) hour period.

13 g) Portal to Portal for court callouts: The actual hours of work shall be computed
14 from the time the employee leaves home until the employee returns home, such time computed using
15 the most direct route available. If a court appearance is during regular work hours (straight time
16 hours) or a shift extension, no Portal to Portal will be paid.

17 h) Telephonic Testimony: Telephone testimony in lieu of a live courtroom
18 appearance. When an employee is required to testify in either a court or an administrative hearing
19 and he/she is allowed to provide testimony via telephone rather than by making a live physical
20 appearance, and if such testimony is taken during off duty hours, consistent with other provisions of
21 this Article, the employee will be paid a two (2) hour minimum for such time. If time worked
22 exceeds two (2) hours, actual hours worked will be paid. If such testimony occurs immediately
23 before or after an employee's regular shift, this minimum shall not apply. If the employee does not
24 have a phone issued by KCSO, it will provide a loaner/pool phone for purposes of the telephonic
25 testimony.

26 **Section 8.7. Notification of Court Duty.**

27 **a) *Superior Court.***

28 Employee who receive a subpoena for a court appearance in Superior Court or Juvenile Court

1 shall call the number on the subpoena for the paralegal or Deputy Prosecutor to confirm receipt of the
2 subpoena and to receive information about the actual court date notification. Employees who are
3 scheduled for such a court appearance on a furlough day or during off-duty time and who have been
4 notified and authorized by the Prosecutor that they need not be physically present at court, but must
5 remain on “standby” will be compensated at the standby rate of fifty percent (50%) of the normal
6 hourly rate for all time they are required to remain on “standby”. Employees who are on “standby”
7 shall provide the Prosecutor a phone number (which may include cellular phone or paging device)
8 where they can be reached and must ask the Prosecutor to provide a specific start and end time for the
9 “standby”. All requests for standby pay under this section must include the name of the Prosecuting
10 Attorney responsible for the case.

11 **b) District Court.**

12 Employees who are scheduled for court appearances in District Court will have their court
13 appearances and/or standby status authorized and coordinated, subject to the following terms and
14 conditions:

15 (1) If at 1800 hours the day before court, a subpoena is still active, the officer
16 will receive a minimum compensation of two (2) hours of straight time pay or four (4) hours straight
17 time pay if the court time is on an officer’s furlough day, regardless of whether the officer is required
18 to appear in court.

19 **c) Jury Trials.**

20 Employees who receive a jury trial summons for a specified week shall notify (by calling
21 during duty hours when possible) the appropriate District Court Prosecutor upon receipt and advise
22 the Prosecutor of:

23 (1) Any dates or times the employee will be unavailable for trial during the
24 week;

25 (2) The employee’s willingness to accept a plea bargain, and;

26 (3) Any additional information the prosecutor should know about the case.

27 A phone recorder is available in every district court office; employees are not required to
28 make this call during their off-duty hours. Employees may notify the Prosecutor in writing or in

1 person of the above information. Once the case has been given a specific trial date, the Deputy
2 Prosecuting Attorney will fax the court appearance schedule to the precinct. The employee and the
3 employee's supervisor will be informed of the specific trial date information. The trial information
4 will also be on the phone recorder at the Prosecutor's office; officers may call this number directly
5 during duty hours for trial information.

6 **d) *Bench Trials.***

7 Employees shall call during duty hours, when possible, the appropriate district court
8 messaging system at least one (1) day before trial, and;

9 (1) Confirm the employee will attend court;

10 (2) The employee's willingness to accept a plea bargain, and;

11 (3) Any additional information the Prosecutor should know about the case.

12 Employees shall not appear for court if the Prosecutor's tape by 1800 hours on the day before
13 the subpoena date informs the employee not to appear. Employees shall call the messaging system
14 during duty time when possible. Employees need to honor all subpoenas unless they are called off
15 via the prosecutor's tape or through the precinct.

16 **Section 8.8. Court Overtime for Lateral Hires.**

17 Lateral hires from within the state of Washington will be compensated for their court
18 appearances, in their prior jurisdiction, in accordance with this Article.

19 Lateral hires from outside the state of Washington will be allowed to attend court in their
20 prior jurisdiction, without loss of pay from King County. Without loss of pay means they may attend
21 court on work time or as if they were working their normal shift. No overtime will be paid for such
22 appearances.

23 Supervisors and employees shall work with the jurisdiction, whether in Washington State or
24 outside Washington State, issuing the subpoena, to ensure that the employee's travel and testimony
25 are handled in the most expeditious manner possible.

26 **Section 8.9. Court Overtime During Vacation.**

27 For vacations in excess of one week, furlough days which fall in the middle of a vacation
28 period or on the end of a scheduled vacation are considered vacation days for purposes of calculating

1 court overtime minimums.

2 **Section 8.10.** LEOFF I employees on disability leave more than thirty (30) calendar days
3 may be placed on a normal 5/2 workweek with weekends off for payroll purposes and will not
4 receive overtime for court appearances during normal business hours.

5 **Section 8.11.** Portal to Portal Pay. Whenever Portal to Portal pay is provided for in this
6 Article, the time shall be calculated based on the most direct route. In the event an employee lives
7 more than fifteen (15) miles from the King County line, compensable time shall begin/end when the
8 officer crosses the fifteen (15) mile threshold.

9 **Section 8.12.** Extraditions. Extraditions will be handled as follows:

10 a) There will be two (2) employees on an extradition.

11 b) Any extradition to the Eastern Time zone will be for three (3) days.

12 c) If the extradition is expected to take fourteen (14) hours or less, it will be done in
13 one (1) day. This calculation includes the time period from when the employee arrives at the airport
14 until the employee returns to the King County Jail/RJC. If it is expected that the time for the
15 extradition will be more than fourteen (14) hours, the extradition will be over two (2) days, except
16 that if the employee will not have twelve (12) hours of expected “downtime” at the out of town
17 location the extradition will be scheduled for three (3) days.

18 d) On a one (1) day extradition, the employee will be paid from the time he/she
19 arrives at Sea-Tac Airport until dropping off the prisoner at the King County Jail/Regional Justice
20 Center. On a two (2) or three (3) day extradition, the employee will be paid on the first day from the
21 time he/she arrives at Sea-Tac Airport until arriving at the hotel, and on the return travel day from the
22 time the employee leaves the hotel until returning to the King County Jail/Regional Justice Center.
23 On a three (3) day extradition, the non-travel day will be considered a workday.

24 e) The above rules will apply to outbound extraditions, except that pay shall begin
25 from the time the prisoner is picked up at the King County Jail/Regional Justice Center and end when
26 the employee returns to Sea-Tac Airport.

27 f) Travel and lodging shall be handled consistent with the King County Code.

28 g) The determination of when the extradition shall occur shall be made by KCSO.

1 Any request to extend the timing of the extradition for personal business shall be at the discretion of
2 KCSO, and must not result in any additional cost to KCSO.

3 **Section 8.13. FLSA Overtime Work Period 7(K).**

4 Except for any other provisions of this Article, the Guild grants to King County the right to
5 pay overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and RCW 49.46.130(5). The
6 right to pay overtime under this section shall include, but not be limited to, those employees who
7 perform work for the Department of Natural Resources and Parks and the Department of
8 Transportation.

9 **ARTICLE 9: HOURS OF WORK**

10 **Section 9.1. Work Schedules.** The establishment of reasonable work schedules and starting
11 times are vested solely within the purview of KCSO and may be changed from time to time provided
12 a two (2) week prior notice of change is given, except in those circumstances over which KCSO
13 cannot exercise control. Provided, the required two (2) week notification period shall not commence
14 until the employee has received verbal or written notification of the proposed change.

15 **Section 9.2. Alteration of Work Schedules.** With KCSO approval, work schedules may be
16 altered and shift trades made, upon request of the employee. Under no circumstances will a shift
17 trade result in the payment of contractual overtime.

18 **Section 9.3. 5/2-5/3 Schedules.** Employees assigned to work a 5/2-5/3 schedule may be
19 required to report for fifty (50) minutes prior to the beginning of their shift on their first day back to
20 work after their normal furlough days for roll-call. If an employee is absent on that first day back
21 he/she will report to work fifty (50) minutes early on the next squad's roll-call day. If, because of an
22 authorized absence, an employee is unable to attend his/her roll-call or a subsequent roll call during a
23 given week, he/she will not be required to make it up during a subsequent week. When completing
24 an absence request for vacation, sick leave, comp time, etc., all days will be considered eight (8) hour
25 days, including the roll-call day. The fifty (50) minute roll-call period is compensated within the
26 negotiated wages paid to employees working the 5/2-5/3 work schedule and employees shall not
27 receive additional compensation, or contract overtime for the roll-call period, but qualify for FLSA
28 overtime. Further, the 5/2-5/3 schedule is considered to have holidays, as set forth in Article 3 of this

1 Agreement, built into it by virtue of its providing additional time off for employees so assigned.
2 Employees who are not required by KCSO to attend a roll-call(s) shall not have their compensation
3 reduced.

4 **Section 9.4. Alternative Work Schedules.** Nothing in this Agreement shall preclude
5 employees from working an alternative work schedule. Alternative work schedules shall be
6 negotiated by the Guild and KCSO. Denial of an alternative work schedule by the KCSO shall not be
7 subject to the grievance procedure.

8 **Section 9.5. Changing Work Schedules.** Proposed changes in the work schedules (e.g. 5/2-
9 5/3, 4/10) will be subject to collective bargaining between the parties. The parties will discuss in
10 labor management committee meetings issues of concern to either party and suggestions by either
11 party for improvement to work schedules. This section shall not be interpreted as a contract
12 reopening provision.

13 **Section 9.6. Training.** For employees not working flexible shifts, training shall be handled in
14 the following manner and shall be subject to the two (2) week notification requirements of Section
15 9.1:

16 a) KCSO can schedule training to start within four hours of the starting time of the
17 employee's shift (exclusive of fifty (50) minutes early reporting time for 5/2-5/3 employees) without
18 incurring overtime liability. If the training commences more than four (4) hours outside the starting
19 time of the employee's shift, the employee shall receive time and one-half (1.5) for all hours worked
20 during the training. In each case, the employee shall be relieved of duty with pay for their normal
21 work shift on the day of training; or

22 b) If training is scheduled to commence more than four (4) hours outside the starting
23 time of the employee's shift, KCSO can elect to relieve the employee with pay for their shift prior to
24 the training day (including shifts that occur prior to a furlough day(s)). On the day of the training, the
25 employee's work during training shall be considered to be the employee's shift. The employee will
26 only be entitled to overtime on the training day if the training lasts longer than eight (8) hours.

27 c) KCSO shall endeavor to schedule training during the employee's regular work
28 shift.

1 d) All training lasting five (5) or more hours shall be paid for as provided in this
2 section. At the KCSO's option, training of less than five (5) hours duration may be paid as a callout
3 as provided by Section 8.4, instead of in compliance with subsections a and b above.

4 **Section 9.7. Flexible Schedules.** It is recognized that certain employees within this
5 bargaining unit must flex their schedules in order to meet the demands of the job. New employees
6 who are hired into these specific positions will be advised as to the nature of their work and the
7 necessity of periodic flexing of their schedules. Employees will only be required to flex their
8 schedules in order to further the operational needs of KCSO. The assignments which require flexible
9 schedules include: Recruiting, PTO Coordinator, Storefront Officers, CIU, Metro Proactive Team,
10 Post BLEA Attendees, Family and Youth Services Sergeant, School Resources Officer (SRO),
11 Special Emphasis Team (SET) and any other assignments mutually agreed to by the Guild and
12 KCSO. Employees who work in these assignments shall be paid overtime only:

- 13 a) For hours worked in excess of their regular full-time shift;
- 14 b) For hours worked in excess of forty (40) hours per week; and
- 15 c) In cases of callbacks or off-duty court appearances.

16 Shifts may flex no more than four (4) hours from an employee's normal work shift and no
17 more than two (2) hours for employees on ten (10) hour shifts. If a shift flexes by more than four (4)
18 hours, or two (2) hours for ten (10) hour shifts the employees shall receive overtime for all additional
19 flexed hours.

20 **Section 9.8. Shift Bidding and Transfer Practices.** Each precinct and contract city shall make
21 a minimum of sixty (60) percent of their reactive patrol positions on each shift available for shift
22 bidding, provided that the Sheriff may reassign such employees for legitimate operating needs or for
23 cause. Employees will bid for their preference in shifts annually and not later than January 31st each
24 year. Employees will then be assigned shifts based on seniority, prior to April 1st. Precincts
25 choosing to rotate semi-annually will complete shift bidding by July 31st and January 31st. When
26 necessary to accommodate legitimate KCSO needs, such as the PTO Program and contract
27 assignments, exceptions to this policy may be made.

28 Non-probationary officers shall have preference over probationary officers for filling patrol

1 vacancies, except when necessary to accommodate legitimate KCSO needs. Examples of legitimate
2 KCSO needs are to balance the number of recruits at the precincts and contract cities' needs to
3 advertise for and select officers.

4 The parties do have an interest in maintaining a uniform practice with respect to the
5 assignment of districts. To this end, the Chief of Operations and the President of the King County
6 Police Officers Guild shall meet to review current practice and to develop a uniform practice with
7 respect to the assignment of districts.

8 **Section 9.9. Portal to Portal.** If required to report to or from a remote location (i.e., a
9 location other than the regularly assigned work area, such as a precinct), any additional travel time
10 beyond the employee's normal commute time is compensable. Whenever portal to portal pay is
11 provided for in this Article, the time shall be calculated based on the most direct route. In the event
12 an employee lives more than fifteen (15) miles from the King County line, compensable time shall
13 begin/end when the employee crosses the fifteen (15) mile threshold. Also see Section 8.4.

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

15 **Section 10.1. Health Plan.** The County will provide medical, dental, vision, accidental death
16 and dismemberment and life insurance plans for all regular and probationary employees and their
17 eligible dependents as summarized in Addendum B. There will be two (2) health plan options
18 administered by administrators selected by the County in 2020 – the Deputy Sheriff's HMO plan and
19 the Deputy Sheriff's PPO plan. In 2021, there shall be three (3) health plan options; the Deputy
20 Sheriff's HMO plan, the Deputy Sheriff's PPO plan and the Deputy Sheriff's AHN plan. Unless the
21 parties agree otherwise, medical (not including formulary), dental, vision, life and accidental life
22 death and dismemberment insurance benefits shall not be changed during the term of the contract
23 except as provided in the Addendum B. To be eligible for Health Plan benefits under this Article, an
24 employee's Domestic Partner is required to meet Washington State's definition of Domestic Partner.

25 **Section 10.2. Self-Pay Retiree Health Benefit.** The County will offer to employees a self-pay
26 retiree benefit option as an alternative to COBRA. This benefit will be essentially the same benefit
27 and carry the same rules, requirements, exclusions and restrictions, as the retiree benefit option for
28 other County employees.

1 **Section 10.3. Joint Health Insurance Committee.** The parties will create a Joint Health
2 Insurance Committee with representatives from the Guild and King County. The committee shall
3 consist of four (4) members selected by the Guild and four (4) members selected by the County. The
4 committee will make decisions using a consensus approach rather than a “majority rules” approach.
5 The purpose and mission of such committee is to:

6 a) Gather and share information with respect to benefit related issues;

7 b) Consider and agree to changes in health insurance benefits (including but not
8 limited to medical, dental and vision plans) provided the committee cannot make changes that will
9 cost King County more than maintaining the current plan; and

10 c) Discuss (but not negotiate) other benefit related issues as agreed upon by the
11 parties, including but not limited to a VEBA or HSA plan.

12 d) The parties may mutually agree, in writing, to bargain changes to the current health
13 insurance plan. This includes but is not limited to the creation of a VEBA or HSA plan.

14 **ARTICLE 11: MISCELLANEOUS**

15 **Section 11.1. Leave of Absence for Guild Business.** An employee elected or appointed to
16 office in the Guild which requires a part or all of his/her time shall be given leave of absence up to
17 one (1) year without pay upon application.

18 **Section 11.2. Auto Reimbursement.** All employees who have been authorized to use their
19 own transportation on KCSO business shall be reimbursed at the current rate established by the King
20 County Council.

21 **Section 11.3. Appearances Before the Civil Service Commission, PERC or Labor**
22 **Arbitrators.** Employees who are directly involved with proceedings before the Civil Service
23 Commission, PERC, or Labor Arbitrators may be allowed to attend without loss of pay.

24 **Section 11.4. Guild Negotiating Committee.** Employees who serve on the Guild Negotiating
25 Committee shall be allowed time off from duty to attend negotiating meetings with the County and
26 KCSO provided that the compensated members of the Guild Negotiating Team shall be composed of
27 six (6) members or less; and provided further, that prior approval is granted by the Sheriff.

1 **Section 11.5. Guild Business.** KCSO shall afford Guild representatives a reasonable amount
2 of time while on duty status to consult with appropriate County and KCSO officials and/or aggrieved
3 employees, provided that the Guild representatives and/or aggrieved employees contact their
4 immediate supervisors, indicate the general nature of the business to be conducted, and request
5 necessary time without undue interference with assignment duties. With KCSO approval, the
6 President and Vice President of the Guild shall be allowed to flex their work schedules so as to
7 perform the above duties on work time. Guild representatives shall guard against use of excessive
8 time in handling such responsibilities.

9 **Section 11.6. Loss or Damage of Personal Effects.** Employees who suffer a loss or damage,
10 in the line of duty, to personal property and/or clothing, will have same repaired or replaced at KCSO
11 expense provided, however, that reimbursement for non-essential personal items (e.g. watch, ring,
12 necklace, etc.) shall be limited to \$300 per incident, except in the case of prescription eyeglasses
13 (frames & lenses) the amount shall be limited to \$500 per incident. Nothing herein shall be construed
14 so as to lessen the County's responsibilities under the Risk Management Ordinance for items not
15 covered in this section.

16 **Section 11.7. Off-duty Employment.** Off-duty employment shall be in accord with the KCSO
17 General Orders Manual provided, however, the KCSO shall not require a "hold harmless" agreement
18 for such employment or liability insurance of the off-duty employer. Employees shall not work in
19 any off-duty job while on sick leave or compensated family leave during their normal work hours.

20 **Section 11.8. Firearms Practice Ammunition.** KCSO will make available, to each employee
21 on a monthly basis, one hundred (100) rounds of practice ammunition for their primary duty weapon
22 and either ten (10) rounds of shotgun ammunition (00 Buck/Slugs) or for employees who have
23 qualified, twenty (20) rounds of ammunition for a KCSO approved rifle, provided that the employee
24 uses this ammunition at established public and private ranges. KCSO will provide on-duty firearm
25 practice time to a maximum of one (1) two (2) hour period every two (2) months. The supervisor
26 shall schedule such practice time once they receive a request from an employee. Further, the KCSO
27 agrees to take the necessary measures to insure that employees on the graveyard shift can obtain the
28 ammunition upon request. Each eligible employee shall be allowed to draw a two (2) -month supply

1 of rounds at a time, provided, however, that any ammunition drawn by the employee shall be used by
2 the employee.

3 **Section 11.9. Personnel File Review.** Employees shall have the right to examine and
4 photocopy their Department and precinct personnel file upon request during normal business hours.

5 **Section 11.10. Uniforms and Equipment.** All employees shall be furnished required
6 uniforms and equipment and shall be furnished all replacement items of uniforms and equipment on
7 an as-needed basis, in accordance with the General Orders Manual. Employees shall be furnished
8 new uniforms upon completion of the academy. The parties agree that occasionally, in meeting the
9 demands of a new assignment requiring different uniforms, employees may receive used clothing for
10 use on a temporary basis.

11 A uniform, vehicle and equipment committee shall periodically review KCSO issued
12 uniforms, vehicles and equipment. Selection of this committee shall be through agreement of the
13 Sheriff and the Guild President, and the committee shall meet at least once per year. The committee
14 shall review the uniforms, vehicles and equipment and shall make recommendations to the Sheriff,
15 who shall have final decision-making authority on the department issued uniforms, vehicles and
16 equipment. This section does not constitute a waiver of collective bargaining rights.

17 **Section 11.11. Jury Duty.** An employee required by law to serve on jury duty shall continue
18 to receive salary and shall be relieved of regular duties and assigned to day shift for the period of time
19 so assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
20 forwarded to the County Treasurer.

21 When an employee is notified to serve on jury duty, he/she will inform his/her immediate
22 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of
23 absence from regular duties. The supervisor will ensure that the employee is relieved of regular
24 duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

25 When the total required assignment to jury duty has expired, the employee will return to
26 regular duties, provided: there must be a minimum of twelve (12) hours between the time the
27 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an
28 officer shall not be required to report to his/her shift at the conclusion of the twelve (12) hour break if

1 there are less than four (4) hours remaining on the shift at the time of release or dismissal from jury
2 duty. In such case the officer shall report to duty at the time of release or dismissal.

3 **Section 11.12. Unsafe Vehicles.** Employees will not be required to drive unsafe vehicles.

4 **Section 11.13. Paycheck Breakdown.** The County agrees to provide each employee or work
5 site with a breakdown of the employees' regular rate of pay, overtime hours paid and comp time
6 earned/used for each pay period.

7 **Section 11.14. Map Books.** The County agrees to issue map books to all new hires and to all
8 deputies every three (3) years or an updated electronic GPS mapping system.

9 **Section 11.15. Labor Management Committee.** Bi-monthly labor management meetings will
10 be held with two (2) representatives from the Guild, two (2) representatives from the KCSO, and a
11 representative from the Office of Labor Relations. The KCSO representative will be the Sheriff (or
12 designee), and the Guild representative will be the Guild President (or designee). These meetings
13 may be more or less frequent, upon mutual agreement. The meetings should be held at a location and
14 date/time that is convenient for all parties. The purpose of the meetings is to discuss in a
15 collaborative manner any issues of concern to one of the parties. No agreement relating to any
16 mandatory subject of bargaining is binding unless reduced to writing. This section shall not be
17 interpreted as a contract reopening provision.

18 **Section 11.16.** Proposed changes to King County Civil Service Rules shall be discussed in
19 Labor Management meetings. This section shall not be construed as a bargaining waiver.

20 **ARTICLE 12: GRIEVANCE PROCEDURE**

21 **Section 12.1. Definitions.**

22 Grievance - a dispute as to the interpretation or application of an express term of this
23 agreement.

24 Working Day – A normal Monday through Friday workweek excluding weekend days and
25 legal holidays.

26 **Section 12.2. Procedure.**

27 **Step 1 - Section Commander.** A grievance shall be presented in writing by the
28 aggrieved employee and/or his/her representative, including but not limited to the business

1 representative and/or shop steward if the employee wishes, within fourteen (14) calendar days of the
2 occurrence of such grievance, to the Section Commander for investigation, discussion, and written
3 reply. The Section Commander shall make his/her written decision available to the aggrieved
4 employee within twenty (20) working days. If the grievance is not resolved, it may be advanced to
5 the next step in the grievance process by the Guild within ten (10) working days. If the parties
6 mutually agree, this step may be bypassed.

7 Step 2 - Sheriff. If after thorough evaluation, the decision of the Section Commander
8 has not resolved the grievance to the satisfaction of the Guild, the grievance may be presented to the
9 Sheriff and the County/KCSO labor negotiator(s). All letters, memoranda and other written materials
10 previously submitted to the Section Commander shall be made available for the review and
11 consideration of the Sheriff and labor negotiator(s) who also may interview the employee and/or
12 his/her representative and receive any additional related evidence which they may deem pertinent to
13 the grievance. The employer shall provide a written decision to the Guild within twenty (20) working
14 days.

15 Step 3 - Request for Arbitration. Either the County or the Guild may request
16 arbitration within sixty (60) calendar days of conclusion of Step 2, and must specify the exact
17 question which it wishes arbitrated. The parties shall attempt to select an arbitrator by mutual
18 agreement. If the parties do not agree on an arbitrator within ten (10) working days, the parties shall
19 request a list of nine (9) disinterested qualified persons willing to act as impartial arbitrators from the
20 Federal Mediation and Conciliation Services (FMCS) or other list services as mutually agreed to by
21 the parties. If both parties are unsatisfied with the list, following receipt of the panel, the parties by
22 mutual agreement, may request a second list. Within ten (10) days after a receipt of the list, the
23 parties shall choose an arbitrator by alternately striking names from the list until one arbitrator
24 remains. A coin toss, every other arbitration, shall determine the strike order. The winner of the coin
25 toss shall decide the strike order for the current arbitration and the party that did not win the coin toss
26 shall determine the order for the next arbitration between the parties. The coin toss process shall be
27 repeated after the second arbitration. The parties will jointly request the selected arbitrator to serve as
28 the neutral and request dates for scheduling the hearing. The arbitrator, who shall conduct the

1 arbitration procedurally in accordance with the Voluntary Rules for Labor Arbitration, shall be asked
2 to render a decision in accordance with those rules and the decision of the arbitrator shall be final and
3 binding on both parties.

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

7 The arbitrator's fee and expenses as well as any cost to obtain a list of arbitrators shall be
8 borne equally by both parties. Each party shall bear the cost of any non-employee witnesses
9 appearing on that party's behalf.

10 No matter may be arbitrated which the County by law has no authority over or has no
11 authority to change.

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

13 Time restrictions may be waived by consent of both parties.

14 **Section 12.3. Multiple Procedures.** If employees have access to multiple procedures for
15 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
16 procedures: selection is to be made no later than at the conclusion of Step 2 of this grievance
17 procedure.

18 **Section 12.4. Just Cause Standard.** No employee may be discharged, suspended without pay
19 or disciplined in any way except for just cause. The County will employ the concept of progressive
20 discipline. In cases where discipline is imposed, the Sheriff shall provide the employee and the Guild
21 with written notice of the sustained findings and the factual basis on which the findings rest.

22 **Section 12.5. Probationary Period.** All newly hired and promoted employees must serve a
23 probationary period. The probationary period for newly hired employees shall end one (1) year from
24 the date the employee completes the training academy and begins work in patrol. If the last day of
25 Post BLEA is January 11, the newly hired employee will complete probation at midnight on January
26 11, of the following year, provided that the employee's probationary period has not been extended as
27 provided for below.

1 The probationary period upon promotion shall be one (1) year from the date of appointment.
2 To the extent permitted by law the probationary period shall be extended for the number of work days
3 equal to the number of work days an employee was absent or unable to perform the essential
4 functions of the job in excess of ten (10) work days during the probationary period; provided that the
5 taking of scheduled and approved vacation shall not be counted toward the ten (10) day period for
6 promotional probationers. The probationary period is an extension of the hiring process; therefore,
7 the provisions of this Article will not apply to employees if they are discharged during their initial
8 probationary period or are demoted during the promotional probationary period for not meeting the
9 requirements of the classification. Grievances brought by probationary employees involving issues
10 other than discharge or demotion may be processed in accordance with this Article.

11 **Section 12.6. Parties to the Agreement.** In as much as this is an agreement between the
12 County and the Guild, only the Guild or the Employer may advance a grievance to arbitration.

13 **Section 12.7. Nondiscrimination.** Claims of unlawful discrimination shall not be processed
14 in accordance with the grievance procedure denominated herein, but must be pursued privately by
15 affected employees through the appropriate local, state, or federal agency, or court.

16 **ARTICLE 13: BULLETIN BOARDS**

17 KCSO agrees to permit the Guild to post on KCSO bulletin boards or electronically,
18 announcements of meetings, election of officers and any other Guild material.

19 **ARTICLE 14: SAVINGS CLAUSE**

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

26 **ARTICLE 15: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

27 **Section 15.1. No Work Stoppages.** The County, KCSO and the Guild agree that the public
28 interest requires efficient and uninterrupted performance of all County services, and to this end,

1 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
2 Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to
3 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
4 interference with County and/or KCSO functions by employees under this Agreement and should
5 same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action
6 by any employees in any bargaining unit shall be deemed a work stoppage if any of the above
7 activities have occurred. Nothing herein shall operate to restrict the Guild from engaging in any
8 concerted activity not prohibited by RCW 41.56 et. seq.

9 **Section 15.2. Guild's Obligation.** Upon notification in writing by the County and KCSO to
10 the Guild that any of its members are engaged in a work stoppage, the Guild shall immediately, in
11 writing, order such members to immediately cease engaging in such work stoppage and provide the
12 County and KCSO with a copy of such order. In addition, if requested by the County and KCSO, a
13 responsible official of the Guild shall publicly order any such employees to cease engaging in such a
14 work stoppage.

15 **Section 15.3. Penalties for Violation.** Any employee who commits any act prohibited in this
16 Article will be subject to the following action or penalties:

17 a) Discharge.

18 b) Suspension or other disciplinary action as may be applicable to such employee.

19 **ARTICLE 16: WAIVER CLAUSE**

20 The parties acknowledge that each has had the unlimited right within the law and the
21 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
22 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
23 Agreement. Therefore, the County, KCSO and the Guild, for the duration of this Agreement, each
24 agree to waive the right to oblige the other party to bargain with respect to any subject or matter or
25 specifically referred to or covered in this Agreement.

26 **ARTICLE 17: REDUCTION-IN-FORCE**

27 **Section 17.1. *Layoff.*** Employees laid off as a result of a reduction in force shall be laid off
28 according to seniority within the KCSO and classification, with the employee with the least time

1 being the first to go. In the event there are two (2) or more employees eligible for layoff within the
2 KCSO with the same classification and seniority, the Sheriff will determine the order of layoff based
3 on employee performance.

4 **Section 17.2. Recall.** Employees laid off in accordance with the provisions of this Article
5 will be eligible for rehire into positions of the same classification in the inverse order of layoff.

6 **Section 17.3. Airport.** "Airport Seniority" will be recognized in the attached Memorandum
7 of Agreement regarding King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting
8 Officers.

9 **ARTICLE 18: TRANSFERS**

10 **Section 18.1. Requests 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.

13 **Section 18.2. Involuntary Transfers.** Nothing in this article will preclude transfers for
14 legitimate operational/administrative needs. When an employee is transferred or reassigned
15 involuntarily and such transfer or reassignment produces significant hardship on the employee or
16 his/her family due to excess travel time, expense, or other factors, KCSO will give full consideration
17 to these factors and will not unreasonably refuse to implement alternative work location assignments.
18 Reasons for denial include, but are not limited to, legitimate KCSO staffing allocations.

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

21 b) **Performance.** Nothing in this Article will preclude transfers for substandard
22 performance after appropriate notice and opportunity to correct deficiencies. This includes transfers
23 out of specialty units and assignments whether or not such transfer results in the loss of premium pay.

24 c) **Contract City Chiefs.** Sergeants acting as Contract City Chiefs are assigned and
25 may be transferred at the discretion of the Sheriff.

26 d) **TDA Transfers.** When using the criteria for the least senior employee, off
27 probation, being involuntarily transferred to an assignment, that assignment will be for one (1) year.

1 After one (1) year, KCSO will make reasonable efforts to return that employee to their previous
2 worksite or work site of their choice.

3 **ARTICLE 19: POLICE OFFICERS' BILL OF RIGHTS**

4 **Section 19.1.** In criminal matters, an employee shall be afforded those constitutional rights
5 available to any citizen; however, a KCSO criminal investigator must notify an employee that they
6 are the subject of a criminal investigation when they question such employee concerning that
7 investigation. In investigative matters relating to job performance, the following guidelines shall be
8 followed:

9 **Section 19.2.** "Interrogation" as used herein shall mean any questioning by an agent of the
10 County who is investigating conduct by the employee being interrogated which could result in
11 suspension, demotion, or discharge.

12 **Section 19.3.** Before interrogation, the employee shall be informed of the nature of the matter
13 in sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver
14 of the Guild's right to request bargaining information.

15 **Section 19.4.** Any interrogation of an employee shall be at a reasonable hour, preferably
16 when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

17 **Section 19.5.** Any interrogation (which shall not violate the employee's constitutional rights)
18 shall take place at KCSO, except when impractical. The employee shall be advised of their right to
19 representation and afforded an opportunity and facilities to contact and consult privately with an
20 attorney of their own choosing and that person may be present during the interrogation, but may not
21 participate in the interrogation except to counsel the employee. Additionally, an employee shall be
22 advised of their right to and shall be allowed Guild representation to the extent allowed by law.

23 **Section 19.6.** The questioning shall not be overly long and the employee shall be entitled to
24 such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls
25 and rest periods.

26 **Section 19.7.** The employee shall not be subjected to any offensive language, nor shall he/she
27 be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain
28 his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall

1 be made as an inducement to answer questions.

2 **Section 19.8.** KCSO shall not require any employee covered by this Agreement to take or be
3 subjected to a lie detector test as a condition of continued employment. Nor shall polygraph evidence
4 of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

5 **Section 19.9.** There shall be a Guild representative, appointed by the Guild, as a voting
6 member of the Use of Force Review Board and the Department Level Driving Review Board. KCSO
7 will provide the Guild with copies of the findings of all review boards.

8 **Section 19.10.** Administrative Investigations must be completed within 180 days of the
9 matter coming to the attention of the KCSO Command Staff/Captains. In the event the Sheriff
10 believes an extension beyond 180 days is necessary, and the County establishes that it has acted with
11 due diligence and the investigation could not reasonably be completed due to factors beyond the
12 control of KCSO (for example, extended illness or other unavailability of a critical witness, such as
13 the complainant or the officer being investigated, or necessary delays in the processing of forensic
14 evidence by other agencies), the Sheriff must contact the Guild prior to the expiration of the 180 days
15 seeking to extend the time period. Any request for extension based on the unavailability of witnesses
16 shall include a showing that the witness is expected to become available in a reasonable period of
17 time. A request for extension based upon the above criteria will not be unreasonably denied.

18 a. The 180 day period shall be suspended when a complaint involving alleged
19 criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the local, state
20 or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally
21 investigated or prosecuted in that jurisdiction. In cases of an officer involved in a fatal incident, the
22 180 day period will commence when the completed criminal file is provided to the Prosecuting
23 Attorney, and will only be tolled in the event criminal charges are filed.

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

1 (2) Compliance with this provision is required if findings are to be entered or
2 discipline is to be imposed. A written notice to an employee that an investigation has been
3 completed, the issuance of a Loudermill notice or other written notice of intent to discipline will
4 constitute the conclusion of the administrative investigation for purposes of this section.

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

7 **Section 19.11.** KCSO shall at the time the employee is notified of final discipline, provide
8 the employee with each violation for which the discipline was imposed. Any arbitration shall be
9 limited to those violations identified by KCSO in the notice of discipline.

10 **ARTICLE 20: PERFORMANCE EVALUATIONS**

11 **Section 20.1.** An annual performance appraisal shall be conducted by the employee's
12 immediate supervisor, and reviewed by the author's immediate supervisor, prior to presentation to the
13 employee.

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

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

23 **STEP 1**

24 Within fifteen (15) days of receiving the appraisal, the employee may request a meeting with
25 his/her supervisor to address and challenge the appraisal. This meeting shall be scheduled within ten
26 (10) days. After the employee has provided the information associated with the challenge, the
27 supervisor shall advise the employee as part of the meeting of his/her determination to either modify
28 the appraisal or preserve it as written. The supervisor shall document the discussion with the

1 employee. If the employee is not satisfied with the supervisor's response, he/she may appeal to Step
2 2.

3 **STEP 2**

4 Within fifteen (15) days following the meeting with his/her supervisor, the employee may
5 request a meeting with the supervisor's commanding officer (or civilian equivalent) to address and
6 challenge the appraisal. This meeting shall be scheduled within ten (10) days. After the employee
7 has provided the information associated with the challenge, the commanding officer shall advise the
8 employee as part of the meeting of his/her determination to either modify the appraisal or preserve it
9 as written. The commanding officer shall document the discussion with the employee. If the
10 employee is not satisfied with the commanding officer's response, he/she may appeal to Step 3 only
11 if the employee alleges: (1) factual inaccuracy in the appraisal, including references to acts of
12 misconduct that were investigated and unfounded, exonerated or not sustained, or sustained and
13 reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as
14 part of the performance appraisal.

15 **STEP 3**

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

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

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

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

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

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

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

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

26 **ARTICLE 21: EARLY INTERVENTION SYSTEMS**

27 **Section 21.1.** KCSO has implemented an Early Intervention System (EIS). The EIS is
28 designed as an integral component of KCSO's performance appraisal process. However, unlike an

1 after-the-fact review, such as an annual evaluation, it is intended to anticipate potential issues via
2 computer program that monitors certain type of events, which, after review, may or may not warrant
3 further attention. Any documentation of the application of the EIS to any member of the bargaining
4 unit will not be recorded in any manner in that employee's performance appraisal forms. The parties
5 recognize that, because early intervention is integrally related to the performance review process, any
6 documentation involving an employee's identification for or participation in the program will be
7 confidential and not subject to public disclosure. In the event it is ever determined that such
8 documentation must be produced pursuant to the Public Records Act, the KCSO will suspend the
9 "flag" function of the database while the parties meet to determine whether and how to revise the
10 program consistent with the intent of this section.

11 **Section 21.2.** EIS will be a data-based management tool designed to identify employees
12 whose performance exhibits potential problems. In response to identified issues, KCSO shall provide
13 interventions (usually counseling or training) to correct those concerns. EIS is only intended to
14 identify performance problems that do not warrant disciplinary action but suggest that an employee
15 may be having problems dealing with workplace issues. No permanent records concerning the data
16 processing operation of the EIS (including supervisory responses) will be kept for more than ninety
17 (90) days.

18 **Section 21.3.** EIS shall be completely separate from the disciplinary system. Neither IIU nor
19 the King County Office of Law Enforcement Oversight (OLEO) shall have access to early
20 intervention records of any kind. An intervention is not discipline. It will be designed to help
21 employees improve performance through counseling, training or coaching. No record of
22 participation in an Early Intervention Program will be placed in the employee's personnel file or
23 admitted by the County in any disciplinary proceeding for any purpose, unless the issue is initially
24 raised by the Guild.

25 **Section 21.4.** An employee may have access to a read only version of the data related to that
26 employee. These data or indicators are usually already collected in other databases in the agency.
27 The Guild will be provided thirty (30) days advance notification when the KCSO has selected the list
28 of indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors. The

1 KCSO will meet to discuss the indicators with the Guild upon request and discharge its obligation to
2 bargain, if any, that the law requires.

3 **ARTICLE 22: OFFICE OF LAW ENFORCEMENT OVERSIGHT**

4 **Section 22.1.** The King County Office of Law Enforcement Oversight (OLEO) provides
5 independent oversight of all aspects of KCSO's internal administrative system, to enhance
6 accountability and community trust.

7 **Section 22.2.** OLEO may be actively involved in all KCSO internal administrative
8 investigation by having:

9 a) Real-time access to administrative investigative information, through the use of
10 I/APro, or successor system.

11 b) The ability to make recommendations regarding intake classifications as outlined
12 in Section 22.8.

13 c) The ability to participate in all administrative interviews as outlined in Section
14 22.9.

15 d) The ability to make suggestions regarding the need for additional investigation as
16 outlined in Section 22.11.

17 e) The ability to review and make suggestions to KCSO regarding KCSO findings,
18 excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.

19 f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.

20 g) The ability to attend review boards as outlined in Section 22.5

21 h) The ability to conduct independent investigations as outlined in Section 22.18.

22 i) The ability to follow up when KCSO declines to conduct additional investigations
23 as outlined in Section 22.20.

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

27 **Section 22.3.** OLEO may receive complaints from any party, including, without limitation,
28 members of the public or employees of KCSO. OLEO will forward all complaints to the Internal

1 Investigations Unit (IIU) within five (5) business days for processing and, when appropriate,
2 investigation. Except as provided under Section 22.18 OLEO will not conduct independent
3 disciplinary investigations but may participate in interviews as provided herein.

4 **Section 22.4.** The OLEO director/designee shall be timely notified of and have the
5 opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations
6 Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events.
7 OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if
8 approved and accompanied by the Sheriff/designee, and interact only with the administrative team
9 liaison with CID. After the scene is secured, a representative from CID will escort the OLEO
10 representative through the scene.

11 **Section 22.5.** The OLEO director/designee may attend Use of Force Review Boards and
12 Department-level Driving Review Boards as a non-voting member. The OLEO director/designee
13 may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to
14 attend.

15 **Section 22.6.** In addition to complaints received by OLEO, KCSO will provide OLEO access
16 to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO
17 investigative records. OLEO will not print or download KCSO complaints or investigative records of
18 any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to
19 investigative records, the Sheriff shall have the right to deny the OLEO member further access to
20 investigative records.

21 **Section 22.7.** OLEO will have the opportunity to make a recommendation for mediation to
22 the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to
23 mediation, that process will be utilized rather than sending the matter on for investigation. Assuming
24 the employee participates in good faith during the mediation process, the employee will not be
25 subject to discipline and the complaint will be administratively dismissed. Good faith means that the
26 employee listens and considers the issues raised by the complainant, and acts and responds
27 appropriately. Agreement with either the complainant or the mediator is not a requirement of good
28 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to

1 participate, the employee will be considered to have participated in good faith. Moreover, any
2 records related to mediation (other than a mediation settlement agreement) shall not be admissible in
3 any proceeding except to enforce this section.

4 **Section 22.8.** Once any complaint is received by the IIU, it shall be submitted to the chain of
5 command for review pursuant to the GOM. OLEO will be provided an opportunity to review
6 KCSO's proposed intake classification or changed classification and either agree or recommend a
7 change to the intake classification before the complaint is investigated, not investigated and closed, or
8 sent to a supervisor for further action. KCSO shall make the final determination of the intake
9 classification. When either the Sheriff or her/his designee determines that the allegations warrant
10 investigation, such investigation shall be approved, and IIU will initiate the investigative process.

11 **Section 22.9.** Prior to an interview, KCSO will timely notify OLEO of all administrative
12 investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious
13 Officer Involved Events. A single OLEO representative may attend and observe interviews, and will
14 be given the opportunity to ask questions that are within the scope of permissible investigative
15 questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not
16 participate in criminal investigations in any way, and will not be notified of any part of the criminal
17 investigation until the criminal investigation is concluded. At that point, the file shall be provided to
18 OLEO.

19 **Section 22.10.** Upon completion of internal administrative investigations, OLEO will certify
20 in writing, whether the investigation was thorough and objective by the standards of OLEO before
21 KCSO concludes its finding process.

22 **Section 22.11.** As a part of OLEO's active involvement OLEO may believe that additional
23 investigation is needed on issues they deem material to the outcome. If there is any dispute between
24 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the
25 requested additional investigation, the IIU Commander will determine whether additional
26 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU
27 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing
28 the reason(s) for its recommended additional investigation. After completion of the additional

1 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then
2 certify according to the standards of OLEO, whether the internal investigation was thorough and
3 objective before KCSO concludes its findings process. This determination will be made within ten
4 (10) business days. Once the above finding is entered in the investigation, OLEO will not be
5 involved further in the processing of that case except as provided herein.

6 **Section 22.12.** All final disciplinary decisions will be made by the Sheriff.

7 **Section 22.13.** OLEO will be provided a copy of any letter or other notification to an
8 employee informing them of actual discipline imposed as a result of an administrative investigation
9 or the Notice of Finding in the event that the complaint is not sustained.

10 **Section 22.14.** OLEO will be notified by KCSO, within five (5) business days of case
11 completion, of all internal administrative investigations for the OLEO's review and recommendation
12 on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations
13 on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make
14 any disciplinary recommendations regarding any internal administrative investigation. OLEO in
15 addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to
16 the complainant. The letter may summarize the case findings within the context of this Article.

17 **Section 22.15.** Any complaining party who is not satisfied with the findings of KCSO
18 concerning their complaint may contact OLEO to discuss the matter further. However, unless
19 persuasive and probative new information is provided, the investigation will remain closed. In
20 accordance with established arbitral case law, employees may not be subject to discipline twice for
21 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
22 burden of establishing compliance with this section rests with the County in any subsequent
23 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
24 Section 19.10 of this Agreement

25 **Section 22.16.** In addition to the investigative process, OLEO will have unimpeded access to
26 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all
27 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)
28 or other identifying information of employees or other individuals involved in incidents or

1 investigations except OLEO may use the names of any individuals who were subjects of employee-
2 involved events if already made public by KCSO. Nothing herein shall limit OLEO from
3 acknowledging, without analysis or opinion, that it is monitoring an investigation and information
4 already made public by KCSO.

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

12 b) OLEO may make statistical observations regarding the disciplinary results of
13 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in
14 specific cases.

15 **Section 22.17.** OLEO may recommend changes to rules, general orders, policies and
16 procedures for the review and/or audit of the complaint resolution process, and review and
17 recommend changes in KCSO policies to improve the quality of police investigations and practices in
18 KCSO. Nothing herein shall be construed as a waiver of the Guild's right to require the County to
19 engage in collective bargaining as authorized by law.

20 **Section 22.18.** OLEO may administratively investigate complaints involving Critical
21 Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as
22 provided herein:

23 a) If KCSO does not conduct an internal administrative investigation.

24 b) OLEO may conduct investigations independent of KCSO IIU on complaints made
25 against non-represented KCSO employees.

26 c) OLEO shall notify KCSO at least five (5) business days before commencing an
27 investigation.

28 d) At the completion of its investigation, OLEO will provide its report of

1 investigation only to the Sheriff; except as required by law.

2 e) After consultation with the Sheriff, OLEO may disclose, without analysis or
3 opinion, audio or video evidence from an investigation being conducted by OLEO that will not
4 compromise any pending investigation.

5 f) Administrative investigations conducted by OLEO are subject to Article 19.

6 **Section 22.19.**

7 a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign
8 bargaining unit work to OLEO.

9 b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a
10 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not
11 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall
12 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,
13 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of
14 potential or specific employee misconduct.

15 **Section 22.20.** After the administrative investigation has been closed and any discipline has
16 been adjudicated, OLEO may follow-up on any requested additional investigation that was made
17 pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will
18 not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the
19 KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that
20 could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems
21 and procedures, OLEO may provide that information to the Sheriff as part of a report concerning
22 such changes. After providing the report to the Sheriff, OLEO may release the report to others. The
23 report is subject to the limitations in Section 22.16. This information cannot be used to reopen an
24 investigation.

25 **Section 22.21.** OLEO may not issue a subpoena to an employee of KCSO, to their family
26 members, or to seek their personal and confidential records. However, if the County Charter is
27 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required
28 by law.

1 **ARTICLE 23: DURATION**

2 This contract shall remain in full force and effect from January 1, 2017 through December 31,
3 2021. Unless otherwise provided in this Agreement, all changes effectuated by this Agreement shall
4 be effective upon the parties' ratification of the Agreement.

5
6 **APPROVED** this _____ day of _____, 2020.

7
8
9
10 By: _____

11 King County Executive

12
13
14 King County Sheriff's Office:

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

20 For King County Police Officers Guild:

21
22
23 _____
24 Steve Eggert
25 President
26 King County Police Officers Guild
27
28

2017 ADDENDUM "A"
To be adjusted re Art 7 Section (1) (a-e)

Section 1. Wage Rates For 2017:

Effective January 1, 2017, Wage rates shall be in accordance with the following schedules.

Salary Schedule for Deputies				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 – Start	\$63,875.55	\$5,322.96	\$2,661.48	\$30.71
Step 2 – 12 months	\$71,584.03	\$5,965.34	\$2,982.67	\$34.42
Step 3 – 24 months	\$77,944.46	\$6,495.37	\$3,247.69	\$37.47
Step 4 – 36 months	\$81,547.02	\$6,795.59	\$3,397.79	\$39.21
Step 5 – 48 months	\$84,994.83	\$7,082.90	\$3,541.45	\$40.86
Step 6 – 60 months	\$89,439.17	\$7,453.26	\$3,726.63	\$43.00

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$99,247.62	\$8,270.63	\$4,135.32	\$47.72
6 months	\$103,643.07	\$8,636.92	\$4,318.46	\$49.83
18 months	\$108,054.96	\$9,004.58	\$4,502.29	\$51.95

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

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.

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

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

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

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

15
16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

24
25 NOTE: The above percentage rates are based upon the employee's base rate.

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with the following schedule:

4

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Master Degree	4%	5%	6%

9

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

11 **Section 4. Retirement Calculations:**

12 Retirement calculations are controlled by state law. The contribution and/or benefits shall be
13 controlled by state law.

14 Longevity/Education incentive shall be paid beginning from the first of the month following
15 the month in which the employee first qualifies for the program. Qualification will be based upon
16 completion of a minimum number of years of experience and education level, plus a review and
17 approval of the employee's degree by the joint committee established in accordance with the 1977
18 arbitration award.

Section 5. Premiums:

Percentage	2017 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.31	\$0.34	\$0.37	\$0.39	\$0.41	\$0.43	\$0.48	\$0.50	\$0.52
2	\$0.61	\$0.69	\$0.75	\$0.78	\$0.82	\$0.86	\$0.95	\$1.00	\$1.04
3	\$0.92	\$1.03	\$1.12	\$1.18	\$1.23	\$1.29	\$1.43	\$1.49	\$1.56
4	\$1.23	\$1.38	\$1.50	\$1.57	\$1.63	\$1.72	\$1.91	\$1.99	\$2.08
5	\$1.54	\$1.72	\$1.87	\$1.96	\$2.04	\$2.15	\$2.39	\$2.49	\$2.60
6	\$1.84	\$2.06	\$2.25	\$2.35	\$2.45	\$2.58	\$2.86	\$2.99	\$3.12
7	\$2.15	\$2.41	\$2.62	\$2.74	\$2.86	\$3.01	\$3.34	\$3.49	\$3.64
8	\$2.46	\$2.75	\$3.00	\$3.14	\$3.27	\$3.44	\$3.82	\$3.99	\$4.16
9	\$2.76	\$3.10	\$3.37	\$3.53	\$3.68	\$3.87	\$4.29	\$4.48	\$4.68
10	\$3.07	\$3.44	\$3.75	\$3.92	\$4.09	\$4.30	\$4.77	\$4.98	\$5.19
11	\$3.38	\$3.79	\$4.12	\$4.31	\$4.49	\$4.73	\$5.25	\$5.48	\$5.71
12	\$3.69	\$4.13	\$4.50	\$4.70	\$4.90	\$5.16	\$5.73	\$5.98	\$6.23
13	\$3.99	\$4.47	\$4.87	\$5.10	\$5.31	\$5.59	\$6.20	\$6.48	\$6.75
14	\$4.30	\$4.82	\$5.25	\$5.49	\$5.72	\$6.02	\$6.68	\$6.98	\$7.27
15	\$4.61	\$5.16	\$5.62	\$5.88	\$6.13	\$6.45	\$7.16	\$7.47	\$7.79
16	\$4.91	\$5.51	\$6.00	\$6.27	\$6.54	\$6.88	\$7.63	\$7.97	\$8.31

Percentage	2017 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$26.62	\$29.83	\$32.48	\$33.98	\$35.41	\$37.27	\$41.35	\$43.18	\$45.02
2	\$53.23	\$59.65	\$64.95	\$67.96	\$70.83	\$74.53	\$82.71	\$86.37	\$90.05
3	\$79.85	\$89.48	\$97.43	\$101.93	\$106.24	\$111.80	\$124.06	\$129.55	\$135.07
4	\$106.46	\$119.31	\$129.91	\$135.91	\$141.66	\$149.07	\$165.41	\$172.74	\$180.09

Percentage	2017 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
5	\$133.08	\$149.13	\$162.38	\$169.89	\$177.07	\$186.33	\$206.77	\$215.92	\$225.11
6	\$159.69	\$178.96	\$194.86	\$203.87	\$212.49	\$223.60	\$248.12	\$259.11	\$270.14
7	\$186.31	\$208.79	\$227.34	\$237.85	\$247.90	\$260.86	\$289.47	\$302.29	\$315.16
8	\$212.92	\$238.61	\$259.81	\$271.82	\$283.32	\$298.13	\$330.83	\$345.48	\$360.18
9	\$239.53	\$268.44	\$292.29	\$305.80	\$318.73	\$335.40	\$372.18	\$388.66	\$405.21
10	\$266.14	\$298.27	\$324.77	\$339.78	\$354.15	\$372.66	\$413.53	\$431.85	\$450.23
11	\$292.76	\$328.09	\$357.25	\$373.76	\$389.56	\$409.93	\$454.88	\$475.03	\$495.25
12	\$319.38	\$357.92	\$389.72	\$407.74	\$424.97	\$447.20	\$496.24	\$518.22	\$540.27
13	\$345.99	\$387.75	\$422.20	\$441.71	\$460.39	\$484.46	\$537.59	\$561.40	\$585.30
14	\$372.61	\$417.57	\$454.68	\$475.69	\$495.80	\$521.73	\$578.94	\$604.58	\$630.32
15	\$399.22	\$447.40	\$487.15	\$509.67	\$531.22	\$558.99	\$620.30	\$647.77	\$675.34
16	\$425.84	\$477.23	\$519.63	\$543.65	\$566.63	\$596.26	\$661.65	\$690.95	\$720.37

Percentage	2017 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$53.23	\$59.65	\$64.95	\$67.96	\$70.83	\$74.53	\$82.71	\$86.37	\$90.05
2	\$106.46	\$119.31	\$129.91	\$135.91	\$141.66	\$149.07	\$165.41	\$172.74	\$180.09
3	\$159.69	\$178.96	\$194.86	\$203.87	\$212.49	\$223.60	\$248.12	\$259.11	\$270.14
4	\$212.92	\$238.61	\$259.81	\$271.82	\$283.32	\$298.13	\$330.83	\$345.48	\$360.18
5	\$266.15	\$298.27	\$324.77	\$339.78	\$354.15	\$372.66	\$413.53	\$431.85	\$450.23
6	\$319.38	\$357.92	\$389.72	\$407.74	\$424.97	\$447.20	\$496.24	\$518.22	\$540.27
7	\$372.61	\$417.57	\$454.68	\$475.69	\$495.80	\$521.73	\$578.94	\$604.58	\$630.32
8	\$425.85	\$477.23	\$519.63	\$543.65	\$566.63	\$596.26	\$661.65	\$690.95	\$720.37
9	\$479.06	\$536.88	\$584.58	\$611.60	\$637.46	\$670.79	\$744.36	\$777.32	\$810.41

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Percentage	2017 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
10	\$532.29	\$596.53	\$649.54	\$679.56	\$708.29	\$745.33	\$827.06	\$863.69	\$900.46
11	\$585.52	\$656.19	\$714.49	\$747.51	\$779.12	\$819.86	\$909.77	\$950.06	\$990.50
12	\$638.75	\$715.84	\$779.44	\$815.47	\$849.95	\$894.39	\$992.48	\$1,036.43	\$1,080.55
13	\$691.98	\$775.49	\$844.40	\$883.43	\$920.78	\$968.92	\$1,075.18	\$1,122.80	\$1,170.60
14	\$745.21	\$835.15	\$909.35	\$951.38	\$991.61	\$1,043.46	\$1,157.89	\$1,209.17	\$1,260.64
15	\$798.44	\$894.80	\$974.31	\$1,019.34	\$1,062.44	\$1,117.99	\$1,240.60	\$1,295.54	\$1,350.69
16	\$851.67	\$954.45	\$1,039.26	\$1,087.29	\$1,133.26	\$1,192.52	\$1,323.30	\$1,381.91	\$1,440.73

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2018 ADDENDUM "A"

Section 1. Wage Rates For 2018:

Effective January 1, 2018, Wage rates shall be in accordance with the following schedules:

Salary Schedule for Deputies				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 – Start	\$66,205.26	\$5,517.11	\$2,758.55	\$31.71
Step 2 – 12 months	\$74,194.78	\$6,182.90	\$3,091.45	\$35.53
Step 3 – 24 months	\$80,787.23	\$6,732.27	\$3,366.13	\$38.69
Step 4 – 36 months	\$84,521.20	\$7,043.43	\$3,521.72	\$40.48
Step 5 – 48 months	\$88,094.60	\$7,341.22	\$3,670.61	\$42.19
Step 6 – 60 months	\$92,701.14	\$7,725.10	\$3,862.55	\$44.40

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$102,867.20	\$8,572.27	\$4,286.13	\$49.27
6 months	\$107,423.01	\$8,951.92	\$4,475.96	\$51.45
18 months	\$111,995.94	\$9,332.99	\$4,666.50	\$53.64

- a) All step increases are based upon satisfactory performance during previous service.
- b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.
- 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

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

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

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

15
16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

24
25 NOTE: The above percentage rates are based upon the employee's base rate.

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with the following schedule:

4

	Minimum Years of King County Law Enforcement Service		
	2	3	4
5 Assoc. Degree			2%
6 Bach. Degree		3%	4%
7 Master Degree	4%	5%	6%

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

11 **Section 4. Retirement Calculations:**

12 Retirement calculations are controlled by state law. The contribution and/or benefits shall be
13 controlled by state law.

14 Longevity/Education incentive shall be paid beginning from the first of the month following
15 the month in which the employee first qualifies for the program. Qualification will be based upon
16 completion of a minimum number of years of experience and education level, plus a review and
17 approval of the employee's degree by the joint committee established in accordance with the 1977
18 arbitration award.

Section 5. Premiums:

Percentage	2018 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.32	\$0.36	\$0.39	\$0.40	\$0.42	\$0.44	\$0.49	\$0.51	\$0.54
2	\$0.63	\$0.71	\$0.77	\$0.81	\$0.84	\$0.89	\$0.99	\$1.03	\$1.07
3	\$0.95	\$1.07	\$1.16	\$1.21	\$1.27	\$1.33	\$1.48	\$1.54	\$1.61
4	\$1.27	\$1.42	\$1.55	\$1.62	\$1.69	\$1.78	\$1.97	\$2.06	\$2.15
5	\$1.59	\$1.78	\$1.93	\$2.02	\$2.11	\$2.22	\$2.46	\$2.57	\$2.68
6	\$1.90	\$2.13	\$2.32	\$2.43	\$2.53	\$2.66	\$2.96	\$3.09	\$3.22
7	\$2.22	\$2.49	\$2.71	\$2.83	\$2.95	\$3.11	\$3.45	\$3.60	\$3.75
8	\$2.54	\$2.84	\$3.10	\$3.24	\$3.38	\$3.55	\$3.94	\$4.12	\$4.29
9	\$2.85	\$3.20	\$3.48	\$3.64	\$3.80	\$4.00	\$4.43	\$4.63	\$4.83
10	\$3.17	\$3.55	\$3.87	\$4.05	\$4.22	\$4.44	\$4.93	\$5.14	\$5.36
11	\$3.49	\$3.91	\$4.26	\$4.45	\$4.64	\$4.88	\$5.42	\$5.66	\$5.90
12	\$3.80	\$4.26	\$4.64	\$4.86	\$5.06	\$5.33	\$5.91	\$6.17	\$6.44
13	\$4.12	\$4.62	\$5.03	\$5.26	\$5.48	\$5.77	\$6.40	\$6.69	\$6.97
14	\$4.44	\$4.97	\$5.42	\$5.67	\$5.91	\$6.22	\$6.90	\$7.20	\$7.51
15	\$4.76	\$5.33	\$5.80	\$6.07	\$6.33	\$6.66	\$7.39	\$7.72	\$8.05
16	\$5.07	\$5.69	\$6.19	\$6.48	\$6.75	\$7.10	\$7.88	\$8.23	\$8.58

Percentage	2018 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$27.59	\$30.91	\$33.66	\$35.22	\$36.71	\$38.63	\$42.86	\$44.76	\$46.66
2	\$55.18	\$61.83	\$67.32	\$70.43	\$73.41	\$77.25	\$85.72	\$89.52	\$93.33
3	\$82.75	\$92.74	\$100.98	\$105.65	\$110.12	\$115.88	\$128.58	\$134.28	\$139.99
4	\$110.34	\$123.66	\$134.65	\$140.87	\$146.82	\$154.50	\$171.45	\$179.04	\$186.66

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Percentage	2018 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
5	\$137.93	\$154.57	\$168.31	\$176.09	\$183.53	\$193.13	\$214.31	\$223.80	\$233.32
6	\$165.52	\$185.49	\$201.97	\$211.30	\$220.24	\$231.75	\$257.17	\$268.56	\$279.99
7	\$193.10	\$216.40	\$235.63	\$246.52	\$256.94	\$270.38	\$300.03	\$313.32	\$326.65
8	\$220.68	\$247.32	\$269.29	\$281.74	\$293.65	\$309.00	\$342.89	\$358.08	\$373.32
9	\$248.27	\$278.23	\$302.95	\$316.95	\$330.35	\$347.63	\$385.75	\$402.84	\$419.98
10	\$275.86	\$309.14	\$336.61	\$352.17	\$367.06	\$386.25	\$428.61	\$447.60	\$466.65
11	\$303.44	\$340.06	\$370.27	\$387.39	\$403.77	\$424.88	\$471.47	\$492.36	\$513.31
12	\$331.03	\$370.97	\$403.94	\$422.61	\$440.47	\$463.51	\$514.34	\$537.12	\$559.98
13	\$358.61	\$401.89	\$437.60	\$457.82	\$477.18	\$502.13	\$557.20	\$581.87	\$606.64
14	\$386.20	\$432.80	\$471.26	\$493.04	\$513.89	\$540.76	\$600.06	\$626.63	\$653.31
15	\$413.78	\$463.72	\$504.92	\$528.26	\$550.59	\$579.38	\$642.92	\$671.39	\$699.97
16	\$441.37	\$494.63	\$538.58	\$563.47	\$587.30	\$618.01	\$685.78	\$716.15	\$746.64

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Percentage	2018 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$55.18	\$61.83	\$67.32	\$70.43	\$73.41	\$77.25	\$85.72	\$89.52	\$93.33
2	\$110.35	\$123.66	\$134.65	\$140.87	\$146.82	\$154.50	\$171.45	\$179.04	\$186.66
3	\$165.51	\$185.49	\$201.97	\$211.30	\$220.24	\$231.75	\$257.17	\$268.56	\$279.99
4	\$220.68	\$247.32	\$269.29	\$281.74	\$293.65	\$309.00	\$342.89	\$358.08	\$373.32
5	\$275.86	\$309.14	\$336.61	\$352.17	\$367.06	\$386.25	\$428.61	\$447.60	\$466.65
6	\$331.04	\$370.97	\$403.94	\$422.61	\$440.47	\$463.51	\$514.34	\$537.12	\$559.98
7	\$386.19	\$432.80	\$471.26	\$493.04	\$513.89	\$540.76	\$600.06	\$626.63	\$653.31
8	\$441.37	\$494.63	\$538.58	\$563.47	\$587.30	\$618.01	\$685.78	\$716.15	\$746.64
9	\$496.54	\$556.46	\$605.90	\$633.91	\$660.71	\$695.26	\$771.50	\$805.67	\$839.97
10	\$551.72	\$618.29	\$673.23	\$704.34	\$734.12	\$772.51	\$857.23	\$895.19	\$933.30
11	\$606.88	\$680.12	\$740.55	\$774.78	\$807.53	\$849.76	\$942.95	\$984.71	\$1,026.63
12	\$662.05	\$741.95	\$807.87	\$845.21	\$880.95	\$927.01	\$1,028.67	\$1,074.23	\$1,119.96
13	\$717.23	\$803.78	\$875.19	\$915.65	\$954.36	\$1,004.26	\$1,114.39	\$1,163.75	\$1,213.29
14	\$772.40	\$865.61	\$942.52	\$986.08	\$1,027.77	\$1,081.51	\$1,200.12	\$1,253.27	\$1,306.62
15	\$827.56	\$927.43	\$1,009.84	\$1,056.51	\$1,101.18	\$1,158.76	\$1,285.84	\$1,342.79	\$1,399.95
16	\$882.74	\$989.26	\$1,077.16	\$1,126.95	\$1,174.59	\$1,236.02	\$1,371.56	\$1,432.31	\$1,493.28

2019 ADDENDUM "A"

Section 1. Wage Rates For 2019:

Effective January 1, 2019, Wage rates shall be in accordance with the following schedules:

Salary Schedule for Deputies				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 – Start	\$68,853.47	\$5,737.79	\$2,868.89	\$32.98
Step 2 – 12 months	\$77,162.67	\$6,430.22	\$3,215.11	\$36.96
Step 3 – 24 months	\$84,018.61	\$7,001.55	\$3,500.78	\$40.24
Step 4 – 36 months	\$87,902.09	\$7,325.17	\$3,662.59	\$42.10
Step 5 – 48 months	\$91,618.31	\$7,634.86	\$3,817.43	\$43.88
Step 6 – 60 months	\$96,409.22	\$8,034.10	\$4,017.05	\$46.17

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$106,981.81	\$8,915.15	\$4,457.58	\$51.24
6 months	\$111,719.90	\$9,309.99	\$4,655.00	\$53.51
18 months	\$116,475.74	\$9,706.31	\$4,853.16	\$55.78

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

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.

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

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

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

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

15
16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

24
25 NOTE: The above percentage rates are based upon the employee's base rate.

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with the following schedule:

4

	Minimum Years of King County Law Enforcement Service		
	2	3	4
5 Assoc. Degree			2%
6 Bach. Degree		3%	4%
7 Master Degree	4%	5%	6%

8

9

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

11 **Section 4. Retirement Calculations:**

12 Retirement calculations are controlled by state law. The contribution and/or benefits shall be
13 controlled by state law.

14 Longevity/Education incentive shall be paid beginning from the first of the month following
15 the month in which the employee first qualifies for the program. Qualification will be based upon
16 completion of a minimum number of years of experience and education level, plus a review and
17 approval of the employee's degree by the joint committee established in accordance with the 1977
18 arbitration award.

Section 5. Premiums:

Percentage	2019 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.33	\$0.37	\$0.40	\$0.42	\$0.44	\$0.46	\$0.51	\$0.54	\$0.56
2	\$0.66	\$0.74	\$0.80	\$0.84	\$0.88	\$0.92	\$1.02	\$1.07	\$1.12
3	\$0.99	\$1.11	\$1.21	\$1.26	\$1.32	\$1.39	\$1.54	\$1.61	\$1.67
4	\$1.32	\$1.48	\$1.61	\$1.68	\$1.76	\$1.85	\$2.05	\$2.14	\$2.23
5	\$1.65	\$1.85	\$2.01	\$2.10	\$2.19	\$2.31	\$2.56	\$2.68	\$2.79
6	\$1.98	\$2.22	\$2.41	\$2.53	\$2.63	\$2.77	\$3.07	\$3.21	\$3.35
7	\$2.31	\$2.59	\$2.82	\$2.95	\$3.07	\$3.23	\$3.59	\$3.75	\$3.90
8	\$2.64	\$2.96	\$3.22	\$3.37	\$3.51	\$3.69	\$4.10	\$4.28	\$4.46
9	\$2.97	\$3.33	\$3.62	\$3.79	\$3.95	\$4.16	\$4.61	\$4.82	\$5.02
10	\$3.30	\$3.70	\$4.02	\$4.21	\$4.39	\$4.62	\$5.12	\$5.35	\$5.58
11	\$3.63	\$4.07	\$4.43	\$4.63	\$4.83	\$5.08	\$5.64	\$5.89	\$6.14
12	\$3.96	\$4.43	\$4.83	\$5.05	\$5.27	\$5.54	\$6.15	\$6.42	\$6.69
13	\$4.29	\$4.80	\$5.23	\$5.47	\$5.70	\$6.00	\$6.66	\$6.96	\$7.25
14	\$4.62	\$5.17	\$5.63	\$5.89	\$6.14	\$6.46	\$7.17	\$7.49	\$7.81
15	\$4.95	\$5.54	\$6.04	\$6.31	\$6.58	\$6.93	\$7.69	\$8.03	\$8.37
16	\$5.28	\$5.91	\$6.44	\$6.74	\$7.02	\$7.39	\$8.20	\$8.56	\$8.93

Percentage	2019 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$28.69	\$32.15	\$35.01	\$36.63	\$38.17	\$40.17	\$44.58	\$46.55	\$48.53
2	\$57.38	\$64.30	\$70.02	\$73.25	\$76.35	\$80.34	\$89.15	\$93.10	\$97.06
3	\$86.07	\$96.45	\$105.02	\$109.88	\$114.52	\$120.51	\$133.73	\$139.65	\$145.59
4	\$114.75	\$128.60	\$140.03	\$146.50	\$152.70	\$160.68	\$178.30	\$186.20	\$194.13

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Percentage	2019 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
5	\$143.45	\$160.76	\$175.04	\$183.13	\$190.87	\$200.85	\$222.88	\$232.75	\$242.66
6	\$172.13	\$192.91	\$210.05	\$219.76	\$229.05	\$241.02	\$267.45	\$279.30	\$291.19
7	\$200.82	\$225.06	\$245.05	\$256.38	\$267.22	\$281.19	\$312.03	\$325.85	\$339.72
8	\$229.51	\$257.21	\$280.06	\$293.01	\$305.39	\$321.36	\$356.61	\$372.40	\$388.25
9	\$258.20	\$289.36	\$315.07	\$329.63	\$343.57	\$361.53	\$401.18	\$418.95	\$436.78
10	\$286.89	\$321.51	\$350.08	\$366.26	\$381.74	\$401.71	\$445.76	\$465.50	\$485.32
11	\$315.58	\$353.66	\$385.09	\$402.88	\$419.92	\$441.88	\$490.33	\$512.05	\$533.85
12	\$344.27	\$385.81	\$420.09	\$439.51	\$458.09	\$482.05	\$534.91	\$558.60	\$582.38
13	\$372.96	\$417.96	\$455.10	\$476.14	\$496.27	\$522.22	\$579.48	\$605.15	\$630.91
14	\$401.64	\$450.12	\$490.11	\$512.76	\$534.44	\$562.39	\$624.06	\$651.70	\$679.44
15	\$430.34	\$482.27	\$525.12	\$549.39	\$572.61	\$602.56	\$668.64	\$698.25	\$727.97
16	\$459.02	\$514.42	\$560.12	\$586.01	\$610.79	\$642.73	\$713.21	\$744.80	\$776.50

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Percentage	2019 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$57.39	\$64.30	\$70.02	\$73.25	\$76.35	\$80.34	\$89.15	\$93.10	\$97.06
2	\$114.75	\$128.60	\$140.03	\$146.50	\$152.70	\$160.68	\$178.30	\$186.20	\$194.13
3	\$172.14	\$192.91	\$210.05	\$219.76	\$229.05	\$241.02	\$267.45	\$279.30	\$291.19
4	\$229.51	\$257.21	\$280.06	\$293.01	\$305.39	\$321.36	\$356.61	\$372.40	\$388.25
5	\$286.89	\$321.51	\$350.08	\$366.26	\$381.74	\$401.71	\$445.76	\$465.50	\$485.32
6	\$344.26	\$385.81	\$420.09	\$439.51	\$458.09	\$482.05	\$534.91	\$558.60	\$582.38
7	\$401.64	\$450.12	\$490.11	\$512.76	\$534.44	\$562.39	\$624.06	\$651.70	\$679.44
8	\$459.03	\$514.42	\$560.12	\$586.01	\$610.79	\$642.73	\$713.21	\$744.80	\$776.50
9	\$516.40	\$578.72	\$630.14	\$659.27	\$687.14	\$723.07	\$802.36	\$837.90	\$873.57
10	\$573.78	\$643.02	\$700.16	\$732.52	\$763.49	\$803.41	\$891.52	\$931.00	\$970.63
11	\$631.15	\$707.32	\$770.17	\$805.77	\$839.83	\$883.75	\$980.67	\$1,024.10	\$1,067.69
12	\$688.54	\$771.63	\$840.19	\$879.02	\$916.18	\$964.09	\$1,069.82	\$1,117.20	\$1,164.76
13	\$745.92	\$835.93	\$910.20	\$952.27	\$992.53	\$1,044.43	\$1,158.97	\$1,210.30	\$1,261.82
14	\$803.29	\$900.23	\$980.22	\$1,025.52	\$1,068.88	\$1,124.77	\$1,248.12	\$1,303.40	\$1,358.88
15	\$860.67	\$964.53	\$1,050.23	\$1,098.78	\$1,145.23	\$1,205.12	\$1,337.27	\$1,396.50	\$1,455.95
16	\$918.04	\$1,028.84	\$1,120.25	\$1,172.03	\$1,221.58	\$1,285.46	\$1,426.42	\$1,489.60	\$1,553.01

2020 ADDENDUM "A"

Section 1. Wage Rates For 2020:

Effective January 1, 2020, Wage rates shall be in accordance with the following schedules:

Salary Schedule for Deputies				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 – Start	\$71,363.56	\$5,946.96	\$2,973.48	\$34.05
Step 2 – 12 months	\$79,975.60	\$6,664.63	\$3,332.32	\$38.16
Step 3 – 24 months	\$87,081.67	\$7,256.81	\$3,628.40	\$41.55
Step 4 – 36 months	\$91,106.62	\$7,592.22	\$3,796.11	\$43.47
Step 5 – 48 months	\$94,958.44	\$7,913.20	\$3,956.60	\$45.30
Step 6 – 60 months	\$99,923.87	\$8,326.99	\$4,163.49	\$47.67

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$110,881.96	\$9,240.16	\$4,620.08	\$52.90
6 months	\$115,792.68	\$9,649.39	\$4,824.70	\$55.24
18 months	\$120,722.05	\$10,060.17	\$5,030.09	\$57.60

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

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.

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

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

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

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

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

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

24
25 NOTE: The above percentage rates are based upon the employee's base rate.

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with the following schedule:

4

	Minimum Years of King County Law Enforcement Service		
	2	3	4
5 Assoc. Degree			2%
6 Bach. Degree		3%	4%
7 Master Degree	4%	5%	6%

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

11 **Section 4. Retirement Calculations:**

12 Retirement calculations are controlled by state law. The contribution and/or benefits shall be
13 controlled by state law.

14 Longevity/Education incentive shall be paid beginning from the first of the month following
15 the month in which the employee first qualifies for the program. Qualification will be based upon
16 completion of a minimum number of years of experience and education level, plus a review and
17 approval of the employee's degree by the joint committee established in accordance with the 1977
18 arbitration award.

Section 5. Premiums:

Percentage	2020 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.34	\$0.38	\$0.42	\$0.43	\$0.45	\$0.48	\$0.53	\$0.55	\$0.58
2	\$0.68	\$0.76	\$0.83	\$0.87	\$0.91	\$0.95	\$1.06	\$1.10	\$1.15
3	\$1.02	\$1.14	\$1.25	\$1.30	\$1.36	\$1.43	\$1.59	\$1.66	\$1.73
4	\$1.36	\$1.53	\$1.66	\$1.74	\$1.81	\$1.91	\$2.12	\$2.21	\$2.30
5	\$1.70	\$1.91	\$2.08	\$2.17	\$2.27	\$2.38	\$2.65	\$2.76	\$2.88
6	\$2.04	\$2.29	\$2.49	\$2.61	\$2.72	\$2.86	\$3.17	\$3.31	\$3.46
7	\$2.38	\$2.67	\$2.91	\$3.04	\$3.17	\$3.34	\$3.70	\$3.87	\$4.03
8	\$2.72	\$3.05	\$3.32	\$3.48	\$3.62	\$3.81	\$4.23	\$4.42	\$4.61
9	\$3.06	\$3.43	\$3.74	\$3.91	\$4.08	\$4.29	\$4.76	\$4.97	\$5.18
10	\$3.40	\$3.82	\$4.15	\$4.35	\$4.53	\$4.77	\$5.29	\$5.52	\$5.76
11	\$3.75	\$4.20	\$4.57	\$4.78	\$4.98	\$5.24	\$5.82	\$6.08	\$6.34
12	\$4.09	\$4.58	\$4.99	\$5.22	\$5.44	\$5.72	\$6.35	\$6.63	\$6.91
13	\$4.43	\$4.96	\$5.40	\$5.65	\$5.89	\$6.20	\$6.88	\$7.18	\$7.49
14	\$4.77	\$5.34	\$5.82	\$6.09	\$6.34	\$6.67	\$7.41	\$7.73	\$8.06
15	\$5.11	\$5.72	\$6.23	\$6.52	\$6.80	\$7.15	\$7.94	\$8.29	\$8.64
16	\$5.45	\$6.11	\$6.65	\$6.95	\$7.25	\$7.63	\$8.46	\$8.84	\$9.22

Percentage	2020 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$29.74	\$33.32	\$36.28	\$37.96	\$39.57	\$41.63	\$46.20	\$48.25	\$50.30
2	\$59.47	\$66.65	\$72.57	\$75.92	\$79.13	\$83.27	\$92.40	\$96.49	\$100.60
3	\$89.20	\$99.97	\$108.85	\$113.88	\$118.70	\$124.90	\$138.60	\$144.74	\$150.90
4	\$118.94	\$133.29	\$145.14	\$151.84	\$158.26	\$166.54	\$184.80	\$192.99	\$201.20

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Percentage	2020 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
5	\$148.68	\$166.62	\$181.42	\$189.81	\$197.83	\$208.17	\$231.00	\$241.23	\$251.50
6	\$178.41	\$199.94	\$217.70	\$227.77	\$237.40	\$249.81	\$277.20	\$289.48	\$301.81
7	\$208.14	\$233.26	\$253.99	\$265.73	\$276.96	\$291.44	\$323.41	\$337.73	\$352.11
8	\$237.88	\$266.59	\$290.27	\$303.69	\$316.53	\$333.08	\$369.61	\$385.98	\$402.41
9	\$267.62	\$299.91	\$326.56	\$341.65	\$356.09	\$374.71	\$415.81	\$434.22	\$452.71
10	\$297.35	\$333.23	\$362.84	\$379.61	\$395.66	\$416.35	\$462.01	\$482.47	\$503.01
11	\$327.08	\$366.55	\$399.12	\$417.57	\$435.23	\$457.98	\$508.21	\$530.72	\$553.31
12	\$356.82	\$399.88	\$435.41	\$455.53	\$474.79	\$499.62	\$554.41	\$578.96	\$603.61
13	\$386.55	\$433.20	\$471.69	\$493.49	\$514.36	\$541.25	\$600.61	\$627.21	\$653.91
14	\$416.29	\$466.52	\$507.98	\$531.46	\$553.92	\$582.89	\$646.81	\$675.46	\$704.21
15	\$446.02	\$499.85	\$544.26	\$569.42	\$593.49	\$624.52	\$693.01	\$723.70	\$754.51
16	\$475.76	\$533.17	\$580.54	\$607.38	\$633.06	\$666.16	\$739.21	\$771.95	\$804.81

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Percentage	2020 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$59.47	\$66.65	\$72.57	\$75.92	\$79.13	\$83.27	\$92.40	\$96.49	\$100.60
2	\$118.95	\$133.29	\$145.14	\$151.84	\$158.26	\$166.54	\$184.80	\$192.99	\$201.20
3	\$178.40	\$199.94	\$217.70	\$227.77	\$237.40	\$249.81	\$277.20	\$289.48	\$301.81
4	\$237.88	\$266.59	\$290.27	\$303.69	\$316.53	\$333.08	\$369.61	\$385.98	\$402.41
5	\$297.35	\$333.23	\$362.84	\$379.61	\$395.66	\$416.35	\$462.01	\$482.47	\$503.01
6	\$356.83	\$399.88	\$435.41	\$455.53	\$474.79	\$499.62	\$554.41	\$578.96	\$603.61
7	\$416.28	\$466.52	\$507.98	\$531.46	\$553.92	\$582.89	\$646.81	\$675.46	\$704.21
8	\$475.76	\$533.17	\$580.54	\$607.38	\$633.06	\$666.16	\$739.21	\$771.95	\$804.81
9	\$535.23	\$599.82	\$653.11	\$683.30	\$712.19	\$749.43	\$831.61	\$868.45	\$905.42
10	\$594.71	\$666.46	\$725.68	\$759.22	\$791.32	\$832.70	\$924.02	\$964.94	\$1,006.02
11	\$654.16	\$733.11	\$798.25	\$835.14	\$870.45	\$915.97	\$1,016.42	\$1,061.43	\$1,106.62
12	\$713.64	\$799.76	\$870.82	\$911.07	\$949.58	\$999.24	\$1,108.82	\$1,157.93	\$1,207.22
13	\$773.11	\$866.40	\$943.38	\$986.99	\$1,028.72	\$1,082.51	\$1,201.22	\$1,254.42	\$1,307.82
14	\$832.58	\$933.05	\$1,015.95	\$1,062.91	\$1,107.85	\$1,165.78	\$1,293.62	\$1,350.91	\$1,408.42
15	\$892.04	\$999.70	\$1,088.52	\$1,138.83	\$1,186.98	\$1,249.05	\$1,386.02	\$1,447.41	\$1,509.03
16	\$951.51	\$1,066.34	\$1,161.09	\$1,214.75	\$1,266.11	\$1,332.32	\$1,478.43	\$1,543.90	\$1,609.63

2021 ADDENDUM "A"

Section 1. Wage Rates For 2021:

Effective January 1, 2021, Wage rates shall be in accordance with the following schedules:

Salary Schedule for Deputies				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 – Start	\$73,401.55	\$6,116.80	\$3,058.40	\$35.15
Step 2 – 12 months	\$82,259.68	\$6,854.97	\$3,427.49	\$39.40
Step 3 – 24 months	\$89,568.73	\$7,464.06	\$3,732.03	\$42.90
Step 4 – 36 months	\$93,708.60	\$7,809.05	\$3,904.53	\$44.88
Step 5 – 48 months	\$97,670.38	\$8,139.20	\$4,069.60	\$46.78
Step 6 – 60 months	\$102,777.62	\$8,564.80	\$4,282.40	\$49.22

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$114,048.65	\$9,504.05	\$4,752.03	\$54.62
6 months	\$119,099.52	\$9,924.96	\$4,962.48	\$57.04
18 months	\$124,169.81	\$10,347.48	\$5,173.74	\$59.47

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

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.

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

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

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

7 **Section 2. Longevity Pay:**

8 **Section 2.A. Not Assigned to Patrol**

9 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity
10 pay in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service									
	5	6	7	8	9	10	11	12	13	14
Longevity %	1	2	3	4	5	6	7	8	9	10

15
16 NOTE: The above percentage rates are based upon the employee's base rate.

17 **Section 2.B. Assigned to Patrol**

18 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay
19 in accordance with the following schedule:

	Minimum Years of King County Law Enforcement Service												
	5	6	7	8	9	10	11	12	13	14	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

24
25 NOTE: The above percentage rates are based upon the employee's base rate.

1 **Section 3. Education Incentive:**

2 Employees covered by this Agreement shall receive education incentive payment in
3 accordance with the following schedule:

4

	Minimum Years of King County Law Enforcement Service		
	2	3	4
5 Assoc. Degree			2%
6 Bach. Degree		3%	4%
7 Master Degree	4%	5%	6%

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

11 **Section 4. Retirement Calculations:**

12 Retirement calculations are controlled by state law. The contribution and/or benefits shall be
13 controlled by state law.

14 Longevity/Education incentive shall be paid beginning from the first of the month following
15 the month in which the employee first qualifies for the program. Qualification will be based upon
16 completion of a minimum number of years of experience and education level, plus a review and
17 approval of the employee's degree by the joint committee established in accordance with the 1977
18 arbitration award.

Section 5. Premiums:

Percentage	2021 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$0.35	\$0.39	\$0.43	\$0.45	\$0.47	\$0.49	\$0.55	\$0.57	\$0.59
2	\$0.70	\$0.79	\$0.86	\$0.90	\$0.94	\$0.98	\$1.09	\$1.14	\$1.19
3	\$1.05	\$1.18	\$1.29	\$1.35	\$1.40	\$1.48	\$1.64	\$1.71	\$1.78
4	\$1.41	\$1.58	\$1.72	\$1.80	\$1.87	\$1.97	\$2.18	\$2.28	\$2.38
5	\$1.76	\$1.97	\$2.14	\$2.24	\$2.34	\$2.46	\$2.73	\$2.85	\$2.97
6	\$2.11	\$2.36	\$2.57	\$2.69	\$2.81	\$2.95	\$3.28	\$3.42	\$3.57
7	\$2.46	\$2.76	\$3.00	\$3.14	\$3.27	\$3.45	\$3.82	\$3.99	\$4.16
8	\$2.81	\$3.15	\$3.43	\$3.59	\$3.74	\$3.94	\$4.37	\$4.56	\$4.76
9	\$3.16	\$3.55	\$3.86	\$4.04	\$4.21	\$4.43	\$4.92	\$5.13	\$5.35
10	\$3.52	\$3.94	\$4.29	\$4.49	\$4.68	\$4.92	\$5.46	\$5.70	\$5.95
11	\$3.87	\$4.33	\$4.72	\$4.94	\$5.15	\$5.41	\$6.01	\$6.27	\$6.54
12	\$4.22	\$4.73	\$5.15	\$5.39	\$5.61	\$5.91	\$6.55	\$6.84	\$7.14
13	\$4.57	\$5.12	\$5.58	\$5.83	\$6.08	\$6.40	\$7.10	\$7.42	\$7.73
14	\$4.92	\$5.52	\$6.01	\$6.28	\$6.55	\$6.89	\$7.65	\$7.99	\$8.33
15	\$5.27	\$5.91	\$6.43	\$6.73	\$7.02	\$7.38	\$8.19	\$8.56	\$8.92
16	\$5.62	\$6.30	\$6.86	\$7.18	\$7.48	\$7.88	\$8.74	\$9.13	\$9.51

Percentage	2021 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$30.58	\$34.27	\$37.32	\$39.05	\$40.70	\$42.82	\$47.52	\$49.62	\$51.74
2	\$61.17	\$68.55	\$74.64	\$78.09	\$81.39	\$85.65	\$95.04	\$99.25	\$103.47
3	\$91.75	\$102.82	\$111.96	\$117.14	\$122.09	\$128.47	\$142.56	\$148.87	\$155.21
4	\$122.34	\$137.10	\$149.28	\$156.18	\$162.78	\$171.30	\$190.08	\$198.50	\$206.95

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Percentage	2021 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
5	\$152.92	\$171.37	\$186.60	\$195.23	\$203.48	\$214.12	\$237.60	\$248.12	\$258.69
6	\$183.50	\$205.65	\$223.92	\$234.27	\$244.18	\$256.94	\$285.12	\$297.75	\$310.42
7	\$214.09	\$239.92	\$261.24	\$273.32	\$284.87	\$299.77	\$332.64	\$347.37	\$362.16
8	\$244.67	\$274.20	\$298.56	\$312.36	\$325.57	\$342.59	\$380.16	\$397.00	\$413.90
9	\$275.26	\$308.47	\$335.88	\$351.41	\$366.26	\$385.42	\$427.68	\$446.62	\$465.64
10	\$305.84	\$342.75	\$373.20	\$390.45	\$406.96	\$428.24	\$475.20	\$496.25	\$517.37
11	\$336.42	\$377.02	\$410.52	\$429.50	\$447.66	\$471.06	\$522.72	\$545.87	\$569.11
12	\$367.01	\$411.30	\$447.84	\$468.54	\$488.35	\$513.89	\$570.24	\$595.50	\$620.85
13	\$397.59	\$445.57	\$485.16	\$507.59	\$529.05	\$556.71	\$617.76	\$645.12	\$672.59
14	\$428.18	\$479.85	\$522.48	\$546.63	\$569.74	\$599.54	\$665.28	\$694.75	\$724.32
15	\$458.76	\$514.12	\$559.80	\$585.68	\$610.44	\$642.36	\$712.80	\$744.37	\$776.06
16	\$489.34	\$548.40	\$597.12	\$624.72	\$651.14	\$685.18	\$760.32	\$794.00	\$827.80

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Percentage	2021 Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	\$61.16	\$68.55	\$74.64	\$78.09	\$81.39	\$85.65	\$95.04	\$99.25	\$103.47
2	\$122.34	\$137.10	\$149.28	\$156.18	\$162.78	\$171.30	\$190.08	\$198.50	\$206.95
3	\$183.50	\$205.65	\$223.92	\$234.27	\$244.18	\$256.94	\$285.12	\$297.75	\$310.42
4	\$244.68	\$274.20	\$298.56	\$312.36	\$325.57	\$342.59	\$380.16	\$397.00	\$413.90
5	\$305.84	\$342.75	\$373.20	\$390.45	\$406.96	\$428.24	\$475.20	\$496.25	\$517.37
6	\$367.00	\$411.30	\$447.84	\$468.54	\$488.35	\$513.89	\$570.24	\$595.50	\$620.85
7	\$428.18	\$479.85	\$522.48	\$546.63	\$569.74	\$599.54	\$665.28	\$694.75	\$724.32
8	\$489.34	\$548.40	\$597.12	\$624.72	\$651.14	\$685.18	\$760.32	\$794.00	\$827.80
9	\$550.52	\$616.95	\$671.77	\$702.81	\$732.53	\$770.83	\$855.36	\$893.25	\$931.27
10	\$611.68	\$685.50	\$746.41	\$780.91	\$813.92	\$856.48	\$950.41	\$992.50	\$1,034.75
11	\$672.84	\$754.05	\$821.05	\$859.00	\$895.31	\$942.13	\$1,045.45	\$1,091.75	\$1,138.22
12	\$734.02	\$822.60	\$895.69	\$937.09	\$976.70	\$1,027.78	\$1,140.49	\$1,191.00	\$1,241.70
13	\$795.18	\$891.15	\$970.33	\$1,015.18	\$1,058.10	\$1,113.42	\$1,235.53	\$1,290.24	\$1,345.17
14	\$856.36	\$959.70	\$1,044.97	\$1,093.27	\$1,139.49	\$1,199.07	\$1,330.57	\$1,389.49	\$1,448.65
15	\$917.52	\$1,028.25	\$1,119.61	\$1,171.36	\$1,220.88	\$1,284.72	\$1,425.61	\$1,488.74	\$1,552.12
16	\$978.68	\$1,096.80	\$1,194.25	\$1,249.45	\$1,302.27	\$1,370.37	\$1,520.65	\$1,587.99	\$1,655.60

ADDENDUM B – 2020 Sheriff’s Office Plan Designs

	Kaiser (HMO)	Regence (PPO)	
		In-Network	Out-of-Network
Deductible Employee only/Family	\$0	\$100/\$300	\$300/\$900
Annual Out-of-Pocket Maximum (Deductible + Copay) Employee only/Family	\$1,000/\$2,000	\$900/\$1,900	\$1,900/\$4,100
Office Visit Copay/Coinsurance	\$20 copay	15%	35%
Inpatient Hospital Copay/Coinsurance	\$200 copay	15%	35%
Emergency Room	\$100 (waived if admitted)	\$200 (waived if admitted); 15% coinsurance	
Retail Prescription Drug (Mail 2x Copay)	Copays apply to annual out-of-pocket maximum	Out of pocket limit on Rx drugs: \$1,500/\$3,000	
Generic	\$10 copay	\$7 copay	
Brand Formulary	\$20 copay	\$30 copay	
Non-Formulary	\$30 copay	\$60 copay	
Monthly Benefit Access Fee	\$0	\$100	

ADDENDUM B – 2021 Sheriff’s Office Plan Designs

	Kaiser (HMO)	Regence (AHN)		Regence (PPO)	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible Employee only/Family	\$0	\$100/\$300	\$500/\$1,500	\$300/\$900	
Annual Out-of-Pocket Maximum (Deductible + Copay) Employee only/Family	\$1,000/\$2,000	\$900/\$1,900	\$2,500/\$5,500	\$1,100/\$2,500	\$1,900/\$4,100
Office Visit Copay/Coinsurance	\$20 copay	\$20	40%	15%	35%
Inpatient Hospital Copay/Coinsurance	\$200 copay	10%	40%	15%	35%
Emergency Room	\$100 (waived if admitted)	\$200 (waived if admitted); 10% coinsurance		\$200 (waived if admitted); 15% coinsurance	
Retail Prescription Drug (Mail 2x Copay)	Copays apply to annual out-of-pocket maximum	Out of pocket limit on Rx drugs: \$1,500/\$3,000		Out of pocket limit on Rx drugs: \$1,500/\$3,000	
Generic	\$10 copay	\$5 copay		\$7 copay	
Brand Formulary	\$20 copay	\$25 copay		\$30 copay	
Non-Formulary	\$30 copay	\$75 copay		\$60 copay	
Monthly Benefit Access Fee	\$0	\$0		\$100	

ADDENDUM B – 2020 and 2021 Life, AD&D, Dental and Vision Summary Plan Designs

2020 Life

- The basic life insurance policy is one times annual salary, rounded to the next higher \$1,000 if not already a multiple thereof, to a maximum of \$200,000.

2021* Employees can purchase supplemental life insurance for themselves or eligible dependents during the 2020 Open Enrollment for the 2021 benefits year; and beginning in 2021, within 30 days of hire for new employees, and for a qualifying life event.

- Employees can purchase supplemental life of one, two, three or four times their annual salary and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$400,000.
- Employees can purchase supplemental for their spouses or state registered domestic partners for the lesser of 50% of the employee's supplemental life insurance to a maximum benefit of \$200,000 with a plan minimum of \$500.
- Employees can purchase supplemental life insurance for their children to a maximum benefit of \$10,000.

2020 Accidental Death and Dismemberment (AD&D)

- The basic AD&D policy is one times annual salary, rounded to the next higher \$1,000 if not already a multiple thereof, to a maximum of \$200,000.

2021* Employees can purchase supplemental AD&D insurance for themselves or eligible dependents during Open Enrollment in 2020 for the 2021 benefits year; and beginning in 2021, within 30 days of hire for new employees, and for a qualifying life event.

- Employees can purchase supplemental AD&D in increments of \$50,000 to a maximum of \$500,000.
- Employees can purchase supplemental AD&D for their spouses and state registered domestic partners of 50% or 100% of the employee's amount of supplemental insurance to a maximum of \$500,000.
- Employees can purchase supplemental AD&D for their children of 10% of the employee's amount of supplemental insurance to a maximum of \$50,000.

***Supplemental Life and AD&D rates may increase when the insurance contracts are renewed for 2021.**

2020 - Dental

The dental benefit plan through Delta Dental increases what it pays for most services through an incentive program (i.e., as long as an employee uses a dentist at least once per year for a covered service, benefit level increases each year until the highest incentive level is reached).

Delta Dental Plan Feature (In Network)	Member Pays
Annual Deductible	\$25 person / \$75 family
Annual Maximum Benefit	\$2,500 per person
Preventive Services (exams, cleanings, x-rays, fluoride, sealants)	0 – 30%
Basic Services (fillings, stainless steel crowns, endodontics, periodontics, removal of teeth, oral surgery)	0 – 30%
Crowns other than stainless steel	15 – 30%
Major Services (dentures, partials, bridges, implants)	30%
Orthodontia (lifetime max \$2,500/person), TMJ and occlusal guard	50%

2020 - Vision

The vision plan through VSP have generally lower out-of-pocket expenses and the provider automatically files your claim when the employee uses a VSP provider. Kaiser Permanente provides routine vision exams under its medical plan, but none of the other vision benefits, such as frames, lenses, and contacts.

VSP Plan Feature (In Network)	Member Pays
Eye Exam (every 12 months)	\$10 copay
Lenses: Single, Bifocal, Trifocal (every 12 months)	\$0
Frames (every 24 months)	\$130 allowance + 20% off balance
Contact Lenses (every 12 months in lieu of glasses)	\$130 allowance
Contact Lens Exam (fitting and evaluation)	Up to \$60 copay

ATTACHMENT A

Deputy Sheriff Retiree Benefit Option - Summary*

- **LEOFF 1** (and LEOFF 1 Disability Retirement) receive county-paid medical/vision coverage for themselves for life, have the option to self-pay to continue dental coverage under COBRA (up to 18 months), and their covered family members have the option to self-pay to continue medical/vision and dental coverage under COBRA (up to 18 months) or to self-pay to continue medical/vision coverage for covered family members under the Retiree Medical/Vision/Dental plan as long as eligibility requirements are met.
- **LEOFF 2** (and LEOFF 2 Disability Retirement) have the option to self-pay to continue medical/vision and dental coverage for themselves and covered family members under COBRA (up to 18 months) or to self-pay to continue medical/vision/dental coverage for themselves under the Retiree Medical/Vision and/or Retiree Dental plans and covered family members as long as eligibility requirements are met.

Eligibility

Deputy sheriffs qualify for retiree benefits if they:

- Have worked for King County for at least five cumulative years before they retire;
- Formally retire (service or disability);
- Are enrolled for County health benefits on their last day of employment with the County;
- Are not eligible for Medicare, and
- Are not covered under another group health plan.

Family members covered when deputy sheriffs retire qualify for coverage under retiree benefits as long as they meet the same eligibility requirements in effect when the retiree was an active employee.

When County-Paid Coverage Ends

If deputy sheriffs and their family members have medical/vision and dental coverage when the deputy sheriff retires, coverage continues through the end of the month they leave.

Retiree Benefits Versus COBRA

Retiree benefits are an alternative to COBRA. If retirees elect retiree benefits they waive their COBRA rights. They need to consider these differences in choosing between retiree and COBRA benefits:

- Retirees may continue retiree benefits until they become eligible for Medicare. They may continue COBRA benefits, in most cases, for a maximum of 18 months (29 months if you leave employment due to a disability as defined by Social Security Act guidelines).

Notification

Retirees will be contacted regarding their retiree and COBRA benefit options. They have 60 days from when their county-paid coverage ends or their plan administrator notifies them (whichever is later) to make their elections. If they choose to continue medical/vision/dental benefits, there is no lapse in coverage – self paid benefits begin when county-paid benefits end, even if retroactive processing is required.

Options

When retirees elect retiree benefits, they may continue the medical/vision benefits they have when they leave. They also have the option to enroll in the Retiree Dental plan.

They may continue covering the same family members they cover when they leave or they may drop any from coverage at any time.

Monthly Rates

Monthly rates for retiree benefits are based on what King County pays to provide the same coverage to active employees. They are subject to periodic adjustment.

***This summary is not a complete list of facts relating to this benefit. For further information on this benefit, please see King County's website, <http://www.kingcounty.gov/employees/benefits/YourKingCountyBenefits> or contact King County Benefits: Phone 206-684-1556 (TTY: 711)**

**MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND
KING COUNTY POLICE OFFICERS GUILD
REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS**

SUBJECT: Office of Law Enforcement Oversight Joint Education

During bargaining for the 2017-2021 labor agreement, the parties have had extensive discussion about independent investigations conducted by OLEO. Though the County was able to address some of the concerns the Guild raised in negotiations, the outcome of which was an agreement that OLEO could conduct a limited scope of independent investigations, concerns about OLEO conducting a broader scope of independent investigations could not be satisfied.

In an effort to gather more information, and without pre-determining the outcome or how the information will be used in future negotiations, the parties agree to engage in a joint education process before negotiations begin for the next contract. The parties shall meet in good faith to jointly explore the experiences other police agencies have encountered with civilian oversight models, including those that conduct independent, fair and impartial investigations. This process will explore how civilian oversight agencies conduct credible independent investigations, including best practices and policies. The joint education process may also include contact with oversight offices, police agencies, and police unions, and if needed, the parties may jointly visit some jurisdictions. Following the joint education process, and prior to commencing negotiations, the parties shall meet in good faith to discuss civilian oversight and conducting independent investigations in an effort to find common ground on the best practice(s) for King County.

For King County Police Officers Guild:

Steve Eggert
President
King County Police Officers Guild

For King County:

Robert Railton
Deputy Director
Office of Labor Relations