



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19336

Proposed No. 2021-0325.1

Sponsors Balducci

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

Ordinance 19336

13 SECTION 2. Terms and conditions of the agreement shall be effective from
14 January 1, 2021, through and including December 31, 2022.

Ordinance 19336 was introduced on 9/7/2021 and passed by the Metropolitan King County Council on 9/14/2021, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:
Claudia Balducci
7E1C273CE9994B6...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:
Melani Pedroza
8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this ____ day of 9/27/2021, _____.

DocuSigned by:
Dow Constantine
4FBCAB8196AE4C6...
Dow Constantine, County Executive

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

ORDINANCE 19336

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

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

ARTICLE 1: PURPOSE

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

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

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

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

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

1 **Section 2.4. Union Notification.** The KCSO will require all employees hired in a position
2 included in the bargaining unit to sign a form which will inform them of the Association’s exclusive
3 recognition.

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

7 **Section 2.6. Bulletin Boards and Internet.** The County agrees to permit the Association to
8 post on County bulletin boards, the announcement of meetings, election of officers, and any other
9 Association material. The County agrees to permit the Association the use of County e-mail to post
10 the announcement of meetings, election of officers, and collective bargaining materials. The
11 Association agrees to follow the County’s Internet Technology Acceptable Use Policies when using
12 the County’s e-mail and internet.

13 **ARTICLE 3: MANAGEMENT RIGHTS**

14 **Section 3.1.** It is recognized that the County retains the rights to manage the affairs of the
15 County and to direct the work force, subject to the express limits of this Agreement. Such functions
16 include, but are not limited to the following rights:

- 17 A. Determine the mission, organization, number of employees and internal security
18 practices of the KCSO;
- 19 B. Manage the budget;
- 20 C. Determine work locations and work schedules for employees;
- 21 D. Determine the methods and processes by which work is performed, and direct and
22 assign work;
- 23 E. Determine what technology is necessary and appropriate to perform the work;
- 24 F. Establish workplace rules and procedures;
- 25 G. Recruit, examine, test, select, hire, appoint, promote, transfer, and train employees;
- 26 H. Place employees on appropriate wage steps;
- 27 I. Evaluate employee performance;
- 28 J. Demote, transfer, discipline and discharge employees;

1 **K.** Develop and modify classifications, allocate positions to those classifications, and
2 allocate employees to those positions; and,

3 **L.** Take whatever actions are necessary in emergencies as determined by KCSO in
4 case of emergency.

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

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

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

16 **ARTICLE 4: HOLIDAYS**

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

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

1 *Should King County and the Coalition of Labor Unions agree to additional observed
2 holidays beyond those listed in the above table, the parties agree to reopen Article 4 for purposes of
3 negotiating the inclusion of those additional holidays.

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

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

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

ARTICLE 5: VACATIONS

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

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

Maximum vacation accrual will be 480 hours.

Section 5.2. Employees shall accrue and use vacation benefits consistent with KCC 3.12.190.

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

1 any County sanctioned event approved by KCSO.

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

4 **Section 5.5. Forfeiture of Vacation.** Employees will forfeit vacation leave in excess of the
5 maximum accrual amount that is not used on or before the last day of the pay period that includes
6 December 31 of each year. Carryover of excess vacation leave may be approved at the Sheriff’s
7 discretion.

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

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

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

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

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

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

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

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

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

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

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

28 **Section 6.7. Special Workers Compensation Supplement.** The County will provide a

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

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

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

19 **Section 6.8. Uses of Sick Leave.** Sick leave shall be used in accordance with federal, state,
20 and County law. Employees are eligible to use accrued sick leave for the following reasons:

21 **a.** The result of or to accommodate for the employee's injury, mental or physical
22 illness, health condition or medical preventative care;

23 **b.** To allow an employee to provide care for an eligible family member with an
24 injury, mental of physical illness or health condition, for a family member who needs medical
25 diagnosis, care or treatment of a mental or physical illness, injury or health condition, or for a family
26 member who needs preventative medical care;

27 **c.** For absences that qualify for leave under the domestic violence act RCW 49.76;
28

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

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

6 f. For family and medical leave available under federal, state and County law, and this
7 Article.

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

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

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

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

26 **Section 6.10. King County Family and Medical Leave (KCFML).** As provided by KCC, an
27 eligible employee may take up to 18 weeks of paid or unpaid KCFML in a single 12 month period for
28 the employee’s own qualifying serious health condition, to care for an eligible family member who

1 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care
2 placement (leave must be taken within one year of the child’s birth or placement), and for any
3 qualifying reason under the FMLA, WFCA, or other family and medical leaves available under
4 federal or state law.

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

6 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
7 care child may only be taken when approved. KCFML shall run concurrently with other federal,
8 state and County leaves to the extent allowed, including but not limited to the FMLA, WFLA, and the
9 WFCA.

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

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

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

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

20 a. **Benefit Amount.** An employee’s supplemental leave benefit is calculated based on
21 the employee’s accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement
22 (“qualifying event”). The employee will receive the equivalent of their full salary for up to a total of
23 12 weeks, when combined with the employee’s accrued leave (except for one week of sick leave and
24 one week of vacation leave). The employee is permitted to use the supplemental leave first.

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

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

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

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

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

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

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

20 **Section 6.12. Washington State Paid Family and Medical Leave (PFML) Premium.** For
21 purposes of PFML employees will be responsible for paying their share of the PFML premium as
22 provided under RCW 50A, as amended, through payroll deduction. The County will also be
23 responsible for paying its statutory share of the premium.

24 **Section 6.13. Organ Donor Leave.** An employee who voluntarily participates as a donor in a
25 life-giving or life-saving procedure such as, but not limited to, bone marrow transplants, kidney
26 transplants, or blood transfusions shall be eligible for use of up to five days paid leave provided the
27 employee shall:

28 **a.** Provide the Command Staff reasonable advance notice of the need to take time off

1 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a
2 reasonable expectation that the employee’s failure to donate may result in serious illness, injury, pain
3 or the eventual death of the identified recipient.

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

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

10 **ARTICLE 7: GENERAL LEAVES**

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

14 **a. Immediate Family Defined.** For purposes of bereavement leave: The employee’s
15 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,
16 parents, siblings, grandchildren and grandparents of the employee’s spouse or domestic partner.

17 **b.** Holidays or regular days off falling within the prescribed period of absence shall
18 not be charged against bereavement leave.

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

23 **a. Vacation leave hours.** An employee eligible for leave benefits may donate a
24 portion of their accrued vacation hours to another employee eligible for leave benefits. The donation
25 will occur following written approval from both the donating and receiving employee’s directors.
26 The number of hours donated cannot exceed the donor’s accrued vacation balance as of the date of
27 the request. No donation of vacation hours shall be permitted where it would cause the employee
28 receiving the transfer to exceed their maximum annual vacation accrual.

1 **b. Sick leave hours.** An employee may donate a portion of their accrued sick leave to
2 another comprehensive leave eligible employee provided the donating employee's sick leave balance
3 will be 100 hours or more following the donation. The donation will occur following written
4 approval from both the donating and receiving employee's directors. An employee may not donate
5 more than 25 hours of accrued sick leave in a calendar year.

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

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

12 **Section 7.3. Volunteer Leave.** Up to three days of sick leave may be used per year with
13 advance approval from KCSO, to perform volunteer services at a local school, or at a non-profit on
14 the approved list for the Employee Giving Program.

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

21 **a.** CDO leave shall be administered in the same manner as Executive Leave, and will
22 be available to employees on January 1st of each year. Should KCSO change the CDO work hours
23 requirement at any time during a calendar year, the CDO leave previously credited will remain in
24 effect for that year. If in the subsequent year the CDO hours requirement is changed so that no
25 change in normal or core work hours is required, then no employee will be due the leave.

26 **Section 7.5. Executive Leave (EL).** Employees work in a bona fide executive/administrative
27 capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act
28 (FLSA). Employees are expected to work the hours required to accomplish the duties of their

1 positions. Based on their exemption from overtime pay, employees shall be granted ten days of
2 noncumulative paid EL each calendar year.

3 a. New employees appointed after January 1st of any calendar year shall, for the
4 calendar year in which appointed, be granted a prorated share of the ten days of EL based upon the
5 number of full pay periods remaining in that calendar year. Such prorated share shall accrue
6 immediately upon appointment.

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

10 **Section 7.6. Jury Duty.** An employee required by law to serve on jury duty shall continue to
11 receive salary and shall be relieved of regular duties. The fees, exclusive of mileage, paid by the
12 Court for jury duty shall be forwarded to the Comptroller. When an employee is notified to serve on
13 jury duty, they will inform their immediate supervisor as soon as possible, but not later than two
14 weeks in advance, regarding the dates of absence from regular duties.

15 **ARTICLE 8: WAGES**

16 **Section 8.1. Wage Differential.** The top step for Majors will be 23% above top step for
17 Captains.

18 **Section 8.2.** In the event the Captains' top base pay due is retroactively adjusted due to an
19 interest arbitration award or agreement, the Majors' top base pay shall also be retroactively adjusted,
20 as provided under Sections 8.1.

21 **Section 8.3. Education Incentive.** Eligible employees will receive an education incentive as
22 outlined in Addendum A.

23 **Section 8.4. Bus Pass.** The County agrees to maintain the current public transportation pass
24 benefit and free ride home program for eligible employees for the term of this Agreement.

25 **ARTICLE 9: HOURS OF WORK**

26 **Section 9.1. Salaried Employees.** Employees are FLSA overtime exempt salaried employees
27 and are expected to work the hours required to accomplish the duties of their position. Employees
28 will not be assigned a specific shift (though they may be required to work certain "core hours") but

1 the parties agree that employees’ work schedules should provide a presence as well as supervision on
2 each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their
3 supervisors.

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

8 **ARTICLE 10: MEDICAL, DENTAL, VISION, AD&D, LTD AND LIFE INSURANCE**
9 **PROGRAMS**

10 **Section 10.1.** Employees participate in the Deputy Sheriff’s Health Plans agreed upon by the
11 King County Police Officers Guild.

12 **Section 10.2 Long Term Disability (LTD) Plan Access.** Effective January 1, 2020,
13 employees will be eligible for LTD benefits as provided under the JLMIC; provided, a LTD plan is
14 not available under the Deputy Sheriff’s Health Plans.

15 **ARTICLE 11: MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

20 **Section 11.11.** Employees will not be required to drive unsafe vehicles.

21 **Section 11.12. Association/Management Meetings.** Association/Management meetings will
22 be held with two representatives from the Association, two representatives from KCSO, and a
23 representative from the Office of Labor Relations (OLR). One KCSO’s representative will be the
24 Sheriff or designee, and one of the Association representative will be the Association President or
25 designee. These meetings may be more or less frequent, upon mutual agreement. The meetings
26 should be held at a location and date/time that is convenient for all parties. The purpose of these
27 meetings is to discuss in a collaborative manner department plans and goals, and any issues of
28 concern to one of the parties. The parties shall notify one another of agenda items two days prior to

1 the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at
2 these meetings is binding unless reduced to writing.

3 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

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

25 ***Step 3 – Office of Labor Relations:*** If, after thorough evaluation, the step-2 decision
26 has not resolved the grievance to the satisfaction of the Association, the grievance may be presented
27 to the Director of the Office of Labor Relations/designee. All letters, memoranda, and other written
28 materials previously submitted to lower levels of supervision shall be made available for the review

1 and consideration in the step-3 review. The Director of the Office of Labor Relations/designee may
2 interview the employee and/or their representative and receive any additional related evidence which
3 they may deem pertinent to the grievance. The Director of the Office of Labor Relations/designee
4 shall make their written decision available within 20 calendar days. If the grievance is not pursued to
5 the next higher level within ten calendar days of the Step-3 resolution, it shall be presumed resolved.

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

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

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

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

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

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

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

28 ***Section 12.4. Multiple Procedures.*** If employees have access to multiple procedures for

1 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
2 procedures; selection is to be made no later than at the conclusion of Step 1 of this grievance
3 procedure.

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

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

12 **ARTICLE 13: SAVINGS CLAUSE**

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

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

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

28 **Section 14.2.** Upon notification in writing by the County to the Association that any

1 member(s) of this bargaining unit are engaged in a work stoppage, the Association shall immediately,
2 in writing, order such member(s) of this bargaining unit to immediately cease engaging in such work
3 stoppage and provide the County with a copy of such order. In addition, if requested by the County,
4 a responsible official of the Association shall publicly order such member(s) of this bargaining unit to
5 cease engaging in such a work stoppage.

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

8 a. Discharge.

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

10 **ARTICLE 15: WAIVER CLAUSE**

11 **Section 15.1.** The parties acknowledge that each has had the unlimited right within the law
12 and the opportunity to make demands and proposals with respect to any matter deemed a proper
13 subject for collective bargaining. The results of the exercise of that right and opportunity are set forth
14 in this Agreement. Therefore, the County and the Association, for the duration of this Agreement,
15 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
16 not specifically referred to or covered in this Agreement.

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

20 **ARTICLE 16: TRANSFERS**

21 **Section 16.1. Request for Transfer:** Employees may submit written requests for transfer or
22 reassignment to another division, shift, squad, or unit and such requests shall be given full
23 consideration by KCSO. Inter-local agreements with contract entities will be taken into account with
24 regard to transfers to or from contract entities.

25 **Section 16.2. Notification of Hardship:** When an employee is transferred or reassigned by
26 the Sheriff/designee, the employee shall submit written notification to the Sheriff/designee of any
27 hardships caused by the transfer or reassignment if they believe the transfer/reassignment results in a
28 significant hardship on the employee or their family due to excess travel time, expense, or other

1 factors, KCSO will give full consideration to these factors in conjunction with operational needs and
2 will respond to viable alternatives proposed by the employee or the Association with written
3 justification for the transfer. Employees will be given 14 calendar days of notice prior to the actual
4 permanent transfer when feasible. Transfers due to exigent circumstances may occur as soon as
5 necessary.

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

7 **Section 17.1.** The position of Major is an appointed position by the Sheriff/designee and
8 serves at the pleasure of the Sheriff. If a Major is removed from this appointed position, they may
9 return to a civil service position previously held in KCSO, in accordance with civil service and state
10 statutory rights and requirements (RCW 41.14.290).

11 **Section 17.2.** KCSO must conduct an internal investigation that complies with GOM Chapter
12 3 and due process protections generally afforded KCSO employees in order to sustain policy
13 violations against a Major, or suspend or terminate a Major from employment. In criminal matters,
14 an employee shall be afforded those constitutional rights available to any citizen.

15 When KCSO conducts such investigations, the following guidelines will be followed:

- 16 1. “Interrogation” as used herein shall mean any questioning by an agent of the
17 County who is investigating conduct by the employee being interrogated which could result in
18 sustained violations, or suspension, or discharge from employment.
- 19 2. Before interrogation, the employee shall be informed of the nature of the matter in
20 sufficient detail to be reasonably apprised of the matter. Nothing herein shall operate as a waiver of
21 the Association’s right to request bargaining information.
- 22 3. Any interrogation of an employee shall be at a reasonable hour, preferably when
23 the employee is on duty, unless the exigencies of the investigation dictate otherwise.
- 24 4. Any interrogation (which shall not violate the employee’s constitutional rights)
25 shall take place at KCSO, except when impractical. The employee shall be advised of their right to
26 representation and afforded an opportunity and facilities to contact and consult privately with an
27 attorney of their own choosing and that person may be present during the interrogation, but may not
28 participate in the interrogation except to counsel the employee. Additionally, an employee shall be

1 advised of their right to and shall be allowed Association representation to the extent allowed by law.

2 5. The questioning shall not be overly long and the employee shall be entitled to such
3 reasonable intermissions as they shall request for personal necessities, meals, telephone calls and rest
4 periods.

5 6. The employee shall not be subjected to any offensive language, nor shall they be
6 threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain
7 their resignation nor shall they be intimidated in any other manner. No promises or rewards shall be
8 made as an inducement to answer questions.

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

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

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

1 Prosecuting Attorney.

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

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

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

11 **ARTICLE 18: CIVILIAN REVIEW**

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

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

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

25 **Section 18.3.** OLEO staff shall be timely notified of and have the opportunity to attend
26 scenes of Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the
27 administrative investigation team. OLEO staff shall be stationed at the Command Post and interact
28 with the administrative team as liaison with the CID. After the initial investigation is complete and

1 scene secured, a representative from the CID will escort the OLEO representative through the scene.

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

5 **Section 18.5.** The OLEO will have the opportunity to make a recommendation for mediation
6 to the Sheriff, prior to investigation, except in cases of complaints of serious matters (complaints that
7 could lead to suspension, demotion or discharge). In the event KCSO, the complainant and the
8 officer all agree to mediation, that process will be utilized rather than sending the matter on for
9 investigation. Assuming the officer participates in good faith during the mediation process, the
10 officer will not be subject to discipline and the complaint will be administratively dismissed. Good
11 faith means that the officer listens and considers the issues raised by the complainant, and acts and
12 responds appropriately. Agreement with either the complainant or the mediator is not a requirement
13 of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses
14 to participate, the officer will be considered to have participated in good faith. Moreover, any records
15 related to mediation (other than a mediation settlement agreement) shall not be admissible in any
16 proceeding except to enforce this section. The parties agree that “serious” matters are not eligible for
17 this mediation option.

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

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

27 **Section 18.8.** As a part of the review process, the Director of the OLEO may believe that
28 additional investigation is needed on issues they deem material to the outcome. If there is any

1 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or
2 materiality of the requested additional investigation, the IIU Commander will determine whether
3 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the
4 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director
5 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the
6 King County Executive, whose decision will be final. Once the matter has been referred to and
7 resolved by the Executive, the investigation will be completed consistent with the determination by
8 the Executive. After completion of the additional investigation, or the conclusion that no further
9 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the
10 Director of the OLEO, the internal investigation was thorough and objective. This determination will
11 be made within five business days. Once the above finding is entered in the investigation, the OLEO
12 will not be involved further in the processing of that case except as provided herein.

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

14 **Section 18.10.** The Association agrees to adopt the King County Police Officers Guild
15 (KCPOG) 2017-2021 agreement on OLEO, thereby replacing this Article, at such time the KCPOG
16 agreement is adopted by ordinance or a determination is made by an arbitrator pursuant to RCW
17 41.56.450.

18 **ARTICLE 19: EARLY INTERVENTION SYSTEMS**

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

21 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

24 **Section 20.2.** The employee's immediate supervisor shall meet with the employee for the
25 purpose of presenting feedback about job performance. Performance appraisals shall not include
26 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not
27 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to
28 provide written comments on the final appraisal including, but not limited to, agreement or

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

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

5 **STEP 1**

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

12 **STEP 2**

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

24 **STEP 3**

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

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

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

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

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

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

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

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

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

Addendum A – Wage and Education

2021

Step	Annual Rate
1	\$148,189.27
2	\$155,391.13
3	\$159,120.50
4	\$162,939.53
5	\$166,850.08
6	\$170,854.65
7	\$174,954.90
8	\$179,153.96
9	\$183,453.70
10	\$187,856.60

Education Incentive:

MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE

Years	4+
Associate's Degree	2%
Bachelor's Degree	4%
Master's Degree	6%

ADDENDUM B
TRANSITION TO BIWEEKLY PAY

1
2
3
4 1. The County provided timely notice to the Puget Sound Police Managers Association
5 (PSPMA) of its intent to implement a biweekly payroll schedule for employees represented by
6 PSPMA who are currently paid on a semi-monthly schedule.

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

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

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

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

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

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

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

Certificate Of Completion

Envelope Id: 8700D99905704AA6A390D770FC77448D	Status: Completed
Subject: Please DocuSign: Ordinance 19336.docx, Ordinance 19336 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 31	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
9/15/2021 3:47:49 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7E1C273CE9994B6...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Timestamp

Sent: 9/15/2021 3:49:33 PM
 Viewed: 9/21/2021 10:10:47 AM
 Signed: 9/21/2021 10:11:00 AM

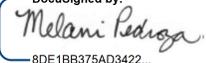
Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Ordinance 19336 Attachment A.pdf

Viewed: 9/21/2021 10:10:56 AM
 Read: Not Required
 Accepted: Not Required

Melani Pedroza
 melani.pedroza@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8DE1BB375AD3422...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.49.222.20

Sent: 9/21/2021 10:11:02 AM
 Viewed: 9/21/2021 10:17:56 AM
 Signed: 9/21/2021 10:18:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
 Supplemental Documents:

Ordinance 19336 Attachment A.pdf

Viewed: 9/21/2021 10:18:08 AM
 Read: Not Required
 Accepted: Not Required

Dow Constantine
 Dow.Constantine@kingcounty.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 4FBCAB8196AE4C6...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.61.157.228

Sent: 9/21/2021 10:18:16 AM
 Viewed: 9/27/2021 8:49:44 AM
 Signed: 9/27/2021 8:50:12 AM

Electronic Record and Signature Disclosure:

Accepted: 9/27/2021 8:49:44 AM
 ID: 758a3615-6a46-4469-86b3-237a671fd26f
 Supplemental Documents:

Ordinance 19336 Attachment A.pdf

Viewed: 9/27/2021 8:50:08 AM
 Read: Not Required

Signer Events	Signature	Timestamp
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Accepted: Not Required

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins

kwwiggins@kingcounty.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 9/21/2021 10:18:16 AM

Viewed: 9/21/2021 1:38:42 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/15/2021 3:49:33 PM

Certified Delivered

Security Checked

9/27/2021 8:49:44 AM

Signing Complete

Security Checked

9/27/2021 8:50:12 AM

Completed

Security Checked

9/27/2021 8:50:12 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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