

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

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1 **KING COUNTY POLICE OFFICERS GUILD**

2 **AND**

3 **KING COUNTY**

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5 These articles constitute an Agreement, terms of which have been negotiated in good faith,
6 between King County (County) and the King County Police Officers Guild (Guild). This Agreement
7 shall be subject to approval by Ordinance by the Metropolitan County Council of King County,
8 Washington, and to ratification in accordance with the policy of the Guild.

9 **ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP**

10 **Section 1.1. Recognition.** The County and the King County Sheriff's Office (KCSO)
11 recognize the Guild as representing those employees certified by the Public Employment Relations
12 Commission (PERC) as being within the bargaining unit. The parties recognize that the Guild is the
13 bargaining representative for all police work performed by bargaining unit members.

14 **Section 1.2. Guild Membership.** The County recognizes that employees in the bargaining
15 unit may, at their discretion, become members of the Guild.

16 **Section 1.3. Membership Dues and Deductions.** Upon receipt of confirmation of
17 authorization by a bargaining unit employee, the County shall deduct from the pay of such employee,
18 the amount of dues as certified by the Guild and shall transmit the same to the Guild within five
19 business days of collecting the same from employees.

20 The Guild will indemnify, defend, and hold the County harmless against any claims made and
21 against any suit instituted against the County by third parties on account of any check-off of Guild
22 dues. The Guild agrees to refund to the County any amounts paid to it in error on account of the
23 check-off provision upon presentation of proper evidence thereof.

24 **Section 1.4. Notification to New Employees.** The KCSO will provide all newly hired
25 employees in the bargaining unit or those employees promoted or demoted to a position included in
26 the bargaining unit, with a form which will inform them of the Guild's exclusive recognition. The
27 County will provide the names of all employees newly hired and promoted or demoted into a position
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1 in the bargaining unit to the Guild within 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 30 days of request for same but not to exceed four times per
5 calendar year. Such list shall include the name of the employee, classification, division, date of hire,
6 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 and to
9 direct the work force. Such functions of the County include, but are not limited to: determine the
10 mission, budget, organization, number of employees, and internal security practices of KCSO;
11 recruit, examine, evaluate, promote, train, and determine the time and methods of such action;
12 discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force;
13 develop and modify classification specifications; determine the method, materials, and tools to
14 accomplish the work; designate duty stations and assign employees to those duty stations; establish
15 reasonable work rules; assign the hours of work and take whatever actions may be necessary to carry
16 out KCSO’s mission in case of emergency. In prescribing policies and procedures relating to
17 personnel and practices, and to the conditions of employment, the County will comply with State law
18 to negotiate over mandatory subjects of bargaining. However, the parties agree that the County
19 retains the right to implement any changes to policies or practices, after discussion with the Guild,
20 where those policies or practices do not concern mandatory subjects of bargaining.

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

1 **ARTICLE 3: HOLIDAYS**

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

3

4 <i>Day of Observance</i>	5 <i>Commonly Called</i>
6 First day of January	7 New Year's Day
8 Third Monday of January	9 Martin Luther King, Jr. Day
10 Third Monday of February	11 President's Day
12 Last Monday of May	13 Memorial Day
14 19 th day of June	15 Juneteenth
16 Fourth day of July	17 Independence Day
18 First Monday of September	19 Labor Day
20 Second Monday in October	21 Indigenous People's Day
22 11 th day of November	23 Veteran's Day
24 Fourth Thursday of November	25 Thanksgiving Day
26 Friday following the fourth Thursday in November	27 Day After Thanksgiving
28 25 th day of December	Christmas Day

29 a) **Personal Holidays.** Annually, employees shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank no later than their second payday. In no event shall there be more than two personal holidays awarded per year.

30 **Section 3.2. Holidays - Employees on a 5/2 Schedule.** Employees working a traditional 5/2 schedule with Saturdays and Sundays as off days, that are normally not scheduled to work holidays, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on

1 the day of observance shall be at the contractual overtime rate of pay in addition to the holiday pay.
2 Holiday pay shall be paid from 0000 hours on the day the holiday is observed through 2400 hours of
3 that same day (e.g., an employee going to work at 2200 hours on December 24th, who works an eight
4 hour shift receives two hours at straight time and six hours at the contractual overtime rate, in
5 addition to the holiday pay).

6 Employees working a non-traditional 5/2 schedule, that are normally scheduled to work
7 holidays (including those with Saturday and Sunday as off days), shall take their holidays on the day
8 of observance indicated in Section 3.1, provided that if they are required to work on the day of
9 observance, pay for such work will be at the contractual overtime rate in addition to the holiday pay;
10 provided further, that if a holiday falls on a furlough day, the employees will receive eight hours of
11 holiday pay at the straight time rate in addition to the employee's regular wages. Holiday pay shall
12 not be in the form of compensatory time off.

13 **Section 3.4. Holidays - Employees on a fixed 4/10 Schedule.** Employees on a fixed 4/10
14 schedule shall observe the paid holidays specified in Article 3.1, including personal holidays.
15 Employees who are not normally scheduled to work holidays shall observe holidays occurring on the
16 first day off on the last workday before the three days off. Holidays occurring on the second or third
17 day off shall be observed on the first workday after the holiday. Work performed on the day of
18 observance shall be paid at the contractual overtime rate.

19 Employees who are normally scheduled to work holidays shall take their holidays on the
20 specified dates indicated in Article 3.1. Work performed on a specified holiday shall be paid at the
21 contractual overtime rate, in addition to eight hours of holiday pay, provided that if a holiday falls on
22 a furlough day, the employee will receive eight hours of holiday pay. Employees whose regular work
23 day is not worked because of a holiday or an observed holiday shall have the following options to
24 make-up the two hours of pay in addition to the eight hours of holiday pay: use two hours of accrued
25 vacation or compensatory time, take two hours unpaid leave, or with their supervisor's approval
26 perform two additional hours of work in the same work week that will be paid at the employee's
27 straight-time rate of pay. If the two-hour make-up work is performed on the holiday or observed
28 holiday, it shall be paid at the employee's straight time rate of pay.

1 **Section 3.5. Holidays - Employees on a 5/2-5/3 or Rotating 4/10 Schedule.** An employee
2 working a 5/2-5/3 or Rotating 4/10 schedule who works any part of a their regular shift between 0000
3 hours through 2400 hours on the day of observance of a holiday, as specified in Section 3.1, shall be
4 paid at the contractual overtime rate for all regular work performed on the day of observance.
5 Employees on a 5/2-5/3 or rotating 4/10 shall have 96 hours of annual holiday pay divided into
6 biweekly amounts that shall be paid on each paycheck of the calendar year. In no event shall an
7 employee earn more than 96 hours of holiday pay per calendar year.

8 **Section 3.6. Eligibility for Holiday Pay.** An employee will be eligible for holiday pay unless
9 the employee is on a leave without pay status on the working day prior to and following a holiday;
10 provided however, that an employee who has at least five years of County service and who retires at
11 the end of the month the last regularly scheduled working day of which is observed as a holiday, shall
12 be eligible for holiday pay if the employee is in a pay status the day before the day is observed as a
13 holiday.

14 **Section 3.7. Part-time Hourly Accrual.** Part-time regular employees shall receive holiday
15 pay prorated to reflect their normal schedule.

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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:

Months of Service	Current Hourly Accrual Rate
0	0.04620
60	0.05770
96	0.06160
120	0.07700
192	0.08080
204	0.08470
216	0.08850
228	0.09240
240	0.09620
252	0.10010
264	0.10390
276	0.10780
288	0.11160
300	0.11540

16 To determine approximate vacation days accrued per year, multiply the appropriate hourly
17 accrual rate by the average scheduled hours for the employee's shift and divide by the length of the
18 employee's shift (for example rotating 4/10 schedule with less than 60 months of service would be
19 $.04620 \times 2081.4 / 10 = 9.6161$ days off accrued per year)

- 20 • Straight 5/2 and 4/10 are scheduled an average of 2080 hours per year over 26 paychecks.
- 21 • Rotating 5/2 – 5/3 are scheduled an average of 1941.3 hours per year over 26 paychecks.
- 22 • Rotating 4/10 are scheduled an average of 1985.5 hours per year over 26 paychecks.

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

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
accrual rates shall be prorated to reflect their normal schedule.

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

7 **Section 4.5. Vacation Increments.** Vacation may be used in 0.5 hour increments at the
8 discretion of the Sheriff or their appointed designee.

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

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

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

20 Employees who leave County employment for any reason will be paid for their unused
21 vacation up to the applicable maximum specified herein, except those employees who become
22 disabled and retire as a result thereof shall be paid for all unused vacation.

23 **Section 4.9. Vacation Scheduling - Seniority Basis.** Vacation that is requested prior to April
24 1st of each year, shall be approved on the basis of KCSO seniority within each shift, squad, or unit.
25 Vacation requests for four or more consecutive days of vacation (excluding furlough days and
26 holidays), submitted prior to April 1st, for vacation to be taken during the 12 months subsequent to
27 May 1st of the same year, shall be approved or denied by May 1st, on a KCSO seniority basis within
28 each shift, squad, or unit. Such approval shall not be unreasonably denied. Vacation requests

1 submitted subsequent to April 1st shall be granted dependent upon KCSO needs on a first come, first
2 served basis. Employees who are transferred involuntarily and who already had their vacation
3 request approved, will be allowed to retain that vacation period regardless of their seniority within the
4 new shift, squad, or unit to which they are transferred.

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

9 **Section 4.10. Vacation Payoff Upon Termination.** Vacation payoff upon termination from
10 employment for any reason shall be calculated by utilizing the employee's base wages as set forth in
11 Addendum "A" and shall also include any educational, and regular longevity or patrol longevity
12 incentive pays being earned at the time of termination but shall not include any other premium pays
13 provided in Article 7.

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

17 **ARTICLE 5: SICK LEAVE - LEOFF 2**

18 **Section 5.1. Accrual.** Every LEOFF 2 employee in a regular full time position shall accrue
19 sick leave benefits on an hourly basis at 0.04616 per regular hour, exclusive of overtime hours
20 worked, would yield the employee approximately 96 hours per year if the employee remained in pay
21 status for the entire year. An employee shall not accrue sick leave while not in pay status. The
22 employee is not entitled to sick leave if not previously earned.

23 b) Employees working more than 74 hours in a workweek shall accrue an additional
24 0.025 hours of sick leave for each hour worked beyond 74 hours.

25 **Section 5.2. Use of Sick Leave.** Sick leave shall be used in accordance with federal, state and
26 County law. Sick leave may be used for the following reasons:

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

1 b) To allow an employee to provide care for an eligible family member with an
2 injury, mental or physical illness or health condition, for a family member who needs medical
3 diagnosis, care or treatment of a mental or physical illness, injury or health condition, or for a family
4 member who needs preventative medical care;

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

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

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

11 f) For family and medical leave available under federal, state and County law, and
12 Section 5.14.

13 **Section 5.3. Loss of Monthly Accrual.** Discipline resulting in suspension not exceeding ten
14 (10) working days shall not serve to reduce sick leave credit.

15 **Section 5.4. Use of Vacation in Lieu of Sick Leave.** During the first six months of full time
16 service a regular employee may, at KCSO's discretion, be advanced six days (48 hours) of unearned
17 vacation. In the event the employee voluntarily leaves County employment before the end of their
18 first six months of service, the County may reduce the employee's final paycheck for any previously
19 advanced vacation, subject to any limitations under Washington State law. Any other eligible
20 employee with accrued leave benefits may, with KCSO approval, use accrued vacation, holiday, and
21 other accrued paid leave as an essential extension of used sick leave prior to going on an unpaid leave
22 of absence.

23 **Section 5.5. Unpaid Medical Leave.** Employees who take unpaid leave for medical or family
24 purposes will not have their seniority date adjusted.

25 **Section 5.6. Sick Leave Increments.** Sick leave may be used in 0.5 hour increments.

26 **Section 5.7. No Maximum Accrual.** There shall be no limit to the hours of sick leave accrued
27 by an employee.

1 **Section 5.8. Healthcare Provider's Certificate.** KCSO is responsible for the proper
2 administration of the sick leave benefit. A certificate verifying illness or inability to perform work
3 may be required of an employee for any sick leave use more than three days when KCSO has a
4 reasonable belief that an employee has abused sick leave. KCSO will make a reasonable effort to
5 notify an employee prior to their return to work that a certificate will be required. In addition, after
6 an absence of three or more days, KCSO may require the employee to submit a certification for
7 leaves that may qualify as family or medical leave pursuant to Section 5.14 of this Article.

8 **Section 5.9. Sick Leave Upon Separation/Return to Service.** Separation from King County
9 employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall
10 cancel all sick leave currently accrued to the employee. Should the regular employee resign in good
11 standing, be separated for non-disciplinary medical reason, be laid off or resign in lieu of layoff and
12 return to the County within two years, accrued sick leave shall be restored.

13 **Section 5.10. Sick Leave Cash Out Upon Retirement or Death.** The County will cash out 35
14 percent of an employee's unused, accumulated sick leave, if the employee has at least five years of
15 service and also: (1) takes a regular retirement with full benefits as a result of length of service or
16 early retirement at age 50, with 20 years of service, under the LEOFF 2 Retirement System; (2)
17 terminates County service by death; or (3) terminates County service after 25 years of service for any
18 reason. All payments shall be made in cash, based on the employee's base rate as set forth in
19 Addendum "A".

20 **Section 5.12. Maximum Pay Allowed.** Employees injured on the job cannot simultaneously
21 collect sick leave and worker's compensation payments greater than net regular pay of the employee.

22 **Section 5.13. Bereavement Leave.** Regular, full time LEOFF 2 employees shall be entitled to
23 40 hours of bereavement leave for each death of a member of the employee's immediate family. In
24 the event that the County modifies the KCC which provides bereavement benefits which are more
25 favorable than those contained in this contract, the County will offer such new provisions to the
26 Guild. For the purposes of this section, immediate family means spouse, domestic partner, child,
27 parent, son-in-law, daughter-in-law, grandparent, grandchild, or sibling and child, parent,
28 grandparent, grandchild or sibling of the spouse or domestic partner and any persons for whose

1 financial or physical care the employee is principally responsible.

2 **Section 5.14. Paid Parental Leave, and Family Medical Leaves.**

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

5 i) *Benefit Amount*. An employee’s supplemental parental leave benefit is
6 calculated based on the employee’s accrued leave balances at the time of the birth, adoption, or
7 foster-to-adopt placement (“qualifying event”). In cases of adoption or foster-to-adopt placement,
8 leave must be taken within one year of the child’s birth or placement in the home. The employee will
9 receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the
10 employee’s accrued leave (except for one week of sick leave and one week of vacation leave). The
11 employee is permitted to use the supplemental leave first. Additionally, the employee may choose to
12 take less than 12 weeks of leave. PPL is not subject to cash out. An employee who does not return to
13 work for at least six months of continuous service following the leave, will be required to reimburse
14 the County for the PPL funds received.

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

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

23 iv) *Concurrency*. PPL will run concurrently with the County’s family and
24 medical leave, as well as federal and state family and medical leave laws, to the fullest extent
25 permitted by law.

26 v) *Protection*. PPL is protected leave. Barring layoffs, an employee’s job
27 cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken
28 against an employee for participating or planning to participate in the program.

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

4 **b) Family Medical Leaves.**

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

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

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

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

28 The leave may be continuous or intermittent, when medically

1 necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted
2 or foster care child may only be taken when approved. KCFML shall run concurrently with other
3 federal, state and County leaves to the extent allowed, including but not limited to the FMLA, and
4 WSFLA.

5 In order to be eligible for leave under this provision, an employee must
6 have been employed by the County for at least 12 months and have worked at least 1,040 hours in the
7 preceding 12 month period.

8 An employee who returns from KCFML within the time provided
9 under this Article is entitled to the same position they occupied when the leave commenced or a
10 position with equivalent pay, benefits, and conditions of employment.

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

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

18 **Section 5.15. Special Sick Leave.** All newly hired LEOFF 2 employees shall be provided
19 with 23 days of special sick leave, which shall be used only to supplement the employee's industrial
20 insurance benefit should the employee be injured on the job during their first calendar year on the job
21 in accordance with the supplemental disability leave provisions of the state law. The special sick
22 leave shall not be used until three days of regular sick leave have been used for each incident of on-
23 the-job injury. In the event there is no regular sick leave, the special sick leave shall be immediately
24 available for an on-the-job injury. During the second year of employment, and for all succeeding
25 years, all LEOFF 2 employees shall be provided with 23 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. Part-time employees shall be provided with special sick leave prorated to reflect
28 their normal schedule.

1 **Section 5.16. Special Worker’s Compensation Supplement.** The County will provide a
2 Special Worker’s Compensation Supplement to LEOFF 2 employees who are injured on the job,
3 maintain eligibility for Worker’s Compensation and are unable to work (as determined by the
4 County’s Safety and Claims Management Division) for a period exceeding six consecutive months,
5 but not to exceed 12 consecutive months; provided that the employee’s condition is the result of an
6 injury occurring during the search, arrest or detention of any person/place, or during the attempt to
7 search, arrest or detain any person/place or occurring when an employee is involved in an emergency
8 response to a request for service.

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

14 The Special Worker’s Compensation Supplement shall be reduced by the amount of any State
15 legislatively mandated increase in benefits for LEOFF 2 employees which occur during the term of
16 this Agreement.

17 Part-time employees’ Special Worker’s Compensation Supplement shall be prorated to reflect
18 their normal schedule.

19 **Section 5.17. Working Transitional Duty.** LEOFF 2 employees, who are injured on the job
20 and are assigned to a transitional duty assignment, will not be required to use their personal sick leave
21 to attend medical, psychological, or physical therapy appointments that are a result of the on-the-job
22 injury. Time away from work to attend such appointments shall be taken out of the employee’s
23 Special Sick Leave using the same formula as if the employee had not returned to work.

24 **ARTICLE 6: WAGE RATES**

25 **Section 6.1. Wages.**

- 26 a) Effective January 1, 2022, wage rates shall be increased by 6.0%. *2022 Addendum*
27 “A” reflects a 6.0% increase over the rates paid on December 31, 2021.
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1 b) Effective January 1, 2023, wage rates shall be increased by 10.0%. *2023*
2 *Addendum "A"* reflects a 10.0% increase over the rates paid on December 31,
3 2022.

4 c) Effective January 1, 2024, wage rates shall be increased by 4.0%. *2024 Addendum*
5 *"A"* reflects a 4.0% increase over the rates paid on December 31, 2023.

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

8 **Section 6.2. Flight Pay 10%.** Employees assigned to flight duty on a full-time basis shall be
9 compensated an additional ten percent of their base rate, Addendum "A" while so assigned.

10 **Section 6.3. Bomb Disposal Squad 10%.** Employees assigned to the Bomb Disposal Squad
11 on a full-time basis shall be compensated an additional ten percent of their base rate, Addendum "A"
12 while so assigned.

13 **Section 6.4. Motorcycle Patrol 3%.** Employees assigned to Motorcycle Patrol on a full-time
14 basis will receive an additional three percent of their base rate, Addendum "A" while so assigned.

15 **Section 6.5. Plain Clothes Premium 4%.** Employees assigned to a position that does not
16 require them to wear a uniform will receive an additional four percent of their base rate, Addendum
17 "A" while so assigned.

18 **Section 6.6. Marine Unit 10%.** Employees assigned to the Marine Unit on a full-time basis
19 will receive an additional ten percent of their base rate, Addendum "A" while so assigned.

20 **Section 6.7. K-9 Unit 10%.** K-9 handlers assigned to the K-9 unit will receive an additional
21 ten percent of their base rate, Addendum "A" while so assigned. Additionally, the first hour of each
22 workday will be designated for work with the animal. If the handler is unable to complete this work
23 hour at the beginning of their shift, they will go home an hour early (or that portion of an hour that
24 was not completed at the beginning of the shift). If workload does not permit the handler to take the
25 full hour at the beginning or end of their shift, they will submit for one hour of overtime (or that
26 portion of an hour remaining). Each handler will also receive one hour of overtime each biweekly
27 pay period for miscellaneous K-9 chores. When submitting leave requests for full days off, K-9
28 officers shall request all of their scheduled shift, inclusive of the first hour that is designated for work

1 with the animal. K-9 officers shall be compensated for one hour of animal care while on leave
2 (vacation, compensatory, sick) if the K-9 officer chooses to not kennel the K-9.

3 **Section 6.8. Master Police Officer 5%.** Master Police Officers will be compensated at a rate
4 which is five percent above the top step of the Deputy pay, exclusive of the patrol premium set forth
5 in Section 6.9. Master Police Officers will collect MPO pay, Patrol Pay and FTO pay, when
6 applicable, simultaneously.

7 **Section 6.9. Patrol Pay 1%.** Uniformed employees with the rank of Deputy or Sergeant
8 primarily assigned to traffic, reactive and proactive patrol will receive an additional one percent of
9 their base rate, Addendum “A” while so assigned. Effective with the implementation of the 2022-
10 2024 Agreement, all personnel orders shall designate if an assignment is eligible or ineligible for
11 patrol and/or patrol longevity pay.

12 **Section 6.10. TAC 30 Pay 10%.** Employees assigned to the TAC 30 team will receive an
13 additional ten percent of their base rate, Addendum “A” while so assigned.

14 **Section 6.11. Crisis Negotiation Team Pay 5%.** Employees assigned to the Crisis
15 Negotiations Team will receive an additional five percent of their base rate, Addendum “A” while so
16 assigned.

17 **Section 6.12. Hazardous Devices and Materials Team 10%.** Employees assigned to the
18 Hazardous Devices and Materials Team will receive an additional ten percent of their base rate,
19 Addendum “A” while so assigned.

20 **Section 6.13. Level 1 Detective Pay - 6%.** Employees assigned as a Detective Level 1 will
21 receive an additional six percent of their base rate, Addendum “A” while so assigned. This section
22 applies to detectives and sergeants only who are assigned to: a precinct or contract city detective unit,
23 a Criminal Investigations Division detective unit, the Civil Process Unit, the Internal Investigations
24 Unit, or any detective or sergeant working in any other unit or position designated by KCSO as a
25 detective unit or position.

26 **Section 6.14. Level 2 Detective Pay - 8%.** Employees assigned as a Detective Level 2 will
27 receive an additional eight percent of their base rate, Addendum “A” while so assigned. This section
28

1 applies to detectives and sergeants only who are assigned to: MARR, SAU, MCU, MRO, DFU, SAR
2 and CIU.

3 **Section 6.15. Contract City Chief 10%.** Any sergeant assigned by the Sheriff as a Chief in a
4 contract city, on either a full or part-time basis, will receive an additional ten percent of their base
5 rate, Addendum “A” while so assigned. Employees so assigned serve at the discretion of the Sheriff.

6 **Section 6.16. Police Training Officer (PTO) Program.** For each day a PTO trains a recruit,
7 the PTO will receive, in addition to any other premiums they are earning, the following
8 compensation; either an hour and a half of regular pay or one and a half hours of vacation time for
9 employees working an eight hour shift or 1.875 hours of straight time pay or 1.875 hours of vacation
10 time for employees working ten hour shifts. A request for PTO compensation must be submitted in
11 the same manner as a request for overtime pay. In each submittal for PTO compensation, the PTO
12 must specify whether they want to receive pay or vacation time.

13 Sergeants who are assigned as the Precinct Phase 2 or Phase 3 PTO Sergeant on a fulltime
14 basis will receive three percent above Step 3 of the Sergeant’s pay range while so assigned. When
15 applicable, PTO Sergeants will collect patrol pay simultaneously with PTO compensation and PTO
16 Sergeants receiving Detective pay will collect PTO pay simultaneously. The parties will discuss in
17 labor management committee meetings issues of concern to either party and suggestions by either
18 party for improvement to the PTO Program. This section shall not be interpreted as a contract
19 reopening provision.

20 **Section 6.17. ARFF Certification Premiums.** Employees assigned to the Aircraft Rescue and
21 Fire Fighting (ARFF) Unit at the airport shall be eligible for the premiums below based upon their
22 base rate, Addendum “A” while so assigned. There are four steps of ARFF premium pay. Each step is
23 conditioned upon completion of a specific qualifying benchmark. There is no specific order of
24 progression, but contingent upon the number of benchmarks completed. The ARFF Chief shall decide
25 what course(s) are considered “equivalent” and the appropriate documentation (certification) shall be
26 filed within the deputy’s training book and recorded with Advance Training Unit (ATU). The
27 benchmarks are:

28

- 1 • Basic ARFF course: Successful completion of an FAA approved basic aircraft rescue
- 2 firefighting course.
- 3 • Firefighter I Certification: Successful completion of IFSAC or equivalent certification.
- 4 • Emergency Medical Technician (EMT) Certification: Successful completion of a
- 5 Washington State approved EMT course and certification.
- 6 • Incident Command Course: Successful completion of an incident command training
- 7 course.

8 Upon completion of each benchmark, the ARFF deputy or sergeant shall receive an additional
9 two percent premium as follows:

10 ARFF Level 1 – 2%: Upon successful completion of any one benchmark the ARFF deputy
11 will receive an additional two percent of their Addendum “A” base hourly rate.

12 ARFF Level 2 – 4%: Upon successful completion of any two benchmarks the ARFF deputy
13 will receive an additional four percent of their Addendum “A” base hourly rate.

14 ARFF Level 3 – 6%: Upon successful completion of any three benchmarks the ARFF deputy
15 will receive an additional six percent of their Addendum “A” base hourly rate.

16 ARFF Level 4 – 8%: Upon successful completion of any four benchmarks the ARFF deputy
17 will receive an additional eight percent of their Addendum “A” base hourly rate.

18 **Section 6.18. Airport Fire Prevention Coordinator 10%.** Employees assigned to this
19 position will receive an additional ten percent of their base rate, Addendum “A” while so assigned.

20 **Section 6.19. Airport Training Coordinator 10%.** Employees assigned to this position will
21 receive an additional ten percent of their base rate, Addendum “A” while so assigned.

22 **Section 6.20. EMS Certification Coordinator 10%.** Employees assigned to this position will
23 receive an additional ten percent of their base rate, Addendum “A” while so assigned.

24 **Section 6.21. Premium Limit.** No employee shall receive more than one of the premiums set
25 forth above at any given time except as expressly provided in this Article.

26 **Section 6.22. Patrol Longevity.** Eligible employees primarily assigned to traffic, reactive and
27 proactive patrol shall receive Patrol Longevity as outlined in the attached Patrol Longevity schedule
28 attached as Addendum A. Employees who receive Patrol Longevity will not also receive Regular

1 Longevity. Effective with the 2022-2024 Agreement, all new personnel orders shall designate if an
2 assignment is eligible or ineligible for patrol and/or patrol longevity pay.

3 **Section 6.23. Regular Longevity.** Eligible employees shall receive Regular Longevity as
4 outlined in the attached Regular Longevity schedule attached as Addendum A. Employees who
5 receive Regular Longevity will not also receive Patrol Longevity.

6 **Section 6.24. Education Incentive.** Eligible employees will receive education incentive as
7 outlined in Addendum “A”.

8 **Section 6.25. Reinstatement.** Employees who leave service with KCSO and return to service
9 within 24 months shall, upon reinstatement, be compensated consistent with KCSO’s Lateral Hire
10 Policy and Section 6.23 and 6.24 of this Article. All reinstated employees will serve a one year
11 probation period upon reinstatement.

12 **Section 6.26. Lateral Hires Step Placement and Vacation Accrual Rate.** KCSO may hire
13 officers with prior law enforcement experience at a wage rate not to exceed where the officer would
14 be placed on the wage schedule had all of their prior experience been with KCSO. Prospectively with
15 the implementation of the 2022 - 2024 Agreement, lateral hires with prior law enforcement
16 experience may receive credit towards their vacation accrual rate equal to that which they are given
17 for their wage placement, up to a maximum of five years. For example, a lateral hire with three and a
18 half years of prior experience would be given three years of prior service credit for step placement
19 and three years of credit toward their vacation accrual rate; a lateral hire with more than five years of
20 prior experience would be given five years of prior service credit for step placement and five years of
21 credit towards their vacation accrual rate.

22 **Section 6.27. Biweekly Payroll.** Employees shall be paid on a biweekly actual hours basis.
23 Management adjustments to an employee’s regular scheduled shift(s) for training or staffing needs
24 shall not result in a loss of pay for the employee.

25 **ARTICLE 7: OVERTIME**

26 **Section 7.1. Overtime Payable.** Except as otherwise provided in this Article or any
27 Memorandum of Understanding executed between the parties, employees shall be paid at the
28 contractual daily overtime rate for all hours worked inclusive of lunch period, outside of the

1 employee's regularly scheduled shift. For the purposes of this section, the contractual daily overtime
2 rate is defined as one and one-half times the combined amount of the employee's hourly base rate of
3 pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect
4 at the time the overtime is worked. If the Fair Labor Standards Act (FLSA) requires a higher rate of
5 pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the
6 FLSA.

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

11 b) Off-Duty Telephone Calls. Time worked shall include telephone calls during off
12 duty hours that are eight minutes or more in length regarding KCSO business. Such telephone calls
13 shall be paid at the rate of one hour at the contractual overtime rate. Multiple calls within that hour
14 are covered by that one hour of overtime.

15 c) When management requires an employee to attend a work-related activity (e.g.,
16 meeting, training, interviews, etc.) and they are not required to attend in person but must attend via a
17 video/audio conference platform rather than by making a live physical appearance, and the activity
18 occurs during off duty hours, the employee shall receive a minimum of two hours at the contractual
19 overtime rate. Where such activity exceeds two hours, the actual hours worked shall be allowed at the
20 contractual overtime rate. Any virtual training shall be subject to section 8.9.

21 **Section 7.2. Compensatory Time.**

22 An employee may choose to receive compensatory time in lieu of overtime pay pursuant to
23 the following: Compensatory time shall be equal to one and one-half times the hours worked. No
24 employee shall be allowed to accrue more than 60 straight time hours (40 hours of work at time and
25 one-half will equal 60 straight time hours accrued) of compensatory time at any given time. An
26 employee working overtime on a patrol shift may only receive compensatory time when that
27 employee is working in their regular assignment or if an employee working patrol has been subject to
28 mandatory overtime.

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

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

8 b) On the payday for the pay period that contains December 31st of each year, KCSO
9 may cash out any compensatory time still on the books for which an employee has not scheduled to
10 take compensatory time off.

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

15 **Section 7.3. Standby.**

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

19 KCSO and the Guild agree that the use of off duty standby time shall be minimized consistent
20 with sound law enforcement practices and the maintenance of public safety. Off duty standby
21 assignments shall be for a fixed predetermined period of time. Employees formally placed on off
22 duty standby status for unusual occurrences shall be compensated at the rate of 50 percent of the
23 employee's hourly base rate of pay as specified in Addendum A for each hour they are on off duty
24 standby status. If the employee is actually called back to work, the off duty standby premium shall
25 cease at that time and normal overtime rules shall apply. Personnel assigned to KCSO vehicles shall
26 not be deemed as being on standby status unless specifically assigned to standby status.

27 **Section 7.4. Callouts - Minimum Payments for Non-Court Related Callouts.**

28 "Callout" occurs when an employee is called back to work while off duty, except that

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

8 A minimum of four hours at the contractual overtime rate shall be allowed for each callout.
9 Where such overtime exceeds four hours, the actual hours worked shall be allowed at the overtime
10 rate.

11 Portal-to-Portal will be paid for non-court callouts. Except as provided in Section 7.11, the
12 actual hours worked shall be computed from the time the employee leaves home until the time the
13 employee returns home, such time to be computed using the most direct route available. The
14 provisions of this section apply only when an employee is required to return to work during a time
15 they are not normally scheduled to work. Portal-to-Portal time may commence prior to leaving home
16 if the employee is required or allowed to perform related work (i.e., such as calls to other officers) at
17 home before leaving. If required to report to or from a remote location (i.e., a location other than the
18 regularly assigned work area, such as a precinct), any additional travel time beyond the employee's
19 normal commute time is compensable. See also Section 8.12.

20 **Section 7.5. "On-Call" Duty.**

21 Employees who are assigned to "on-call" duty are required to restrict personal activities and
22 carry a pager/cell phone for the purpose of 1) being ready to respond to callouts or 2) be the contact
23 person for off-duty telephone calls. Such assignments shall be for a weekend, which commences at
24 4:00 p.m., on Friday and continues until 8:00 a.m. Monday. Holiday weekends are those weekends
25 when a Friday or Monday is a holiday, thus extending the weekend-on call assignment by an
26 additional 24hours (or by an additional 48 hours over Thanksgiving weekend). The determination of
27 who shall be assigned on-call will be made by KCSO. When operationally possible, KCSO will
28 make a good faith effort to rotate on-call assignments. Moreover, KCSO will not impose restrictions

1 on personal activities (other than carrying a pager/cell phone) unless assigned on-call. Employees’
2 “on-call” duty shall be paid at the rate of 12 hours of regular pay for each on-call weekend
3 assignment, or 16 hours of regular pay shall be paid for an assigned holiday weekend or 20 hours for
4 the Thanksgiving weekend. Hours spent “on call” are not hours of work for purposes of computing
5 overtime.

6 **Section 7.6. Court Callout - Minimum Overtime Payments for Court.**

7 Court callout occurs when an employee is called back to work for court while off duty. The
8 following subsections depict the minimum compensation for court appearances, pretrial hearings, or
9 conferences (other than phone calls). Any additional time beyond the minimums will be
10 compensated at the contractual overtime rate.

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

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

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

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

25 d) Employees who are called in for court while on their vacation or on compensatory
26 time off shall be placed on overtime pay status and compensated for a full day’s pay. In addition,
27 their vacation accrual shall be credited with an additional vacation day or compensatory day.

28 Provided that if the employee has received a valid subpoena for a specific date prior to submitting a

1 request for vacation or compensatory time off for that same date, they will not be entitled to the
2 additional vacation day or compensatory day.

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

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

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

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

25 **Section 7.7. Notification of Court Duty.**

26 **a) *Superior Court.***

27 An employee who receives a subpoena for a court appearance in Superior Court or Juvenile
28 Court shall call the number on the subpoena for the paralegal or Deputy Prosecutor to confirm receipt

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

10 **b) District Court.**

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

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

18 **c) Jury Trials.**

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

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

24 (2) Any additional information the prosecutor should know about the case.

25 A phone recorder is available in every district court office; employees are not required to
26 make this call during their off-duty hours. Employees may notify the Prosecutor in writing or in
27 person of the above information. Once the case has been given a specific trial date, the Deputy
28 Prosecuting Attorney will provide the court appearance schedule to KCSO. The employee and the

1 employee's supervisor will be informed of the specific trial date information. The trial information
2 will also be on the phone recorder at the Prosecutor's office; officers may call this number directly
3 during duty hours for trial information.

4 **d) *Bench Trials.***

5 Employees shall call during duty hours, when possible, the appropriate district court
6 messaging system at least one day before trial, and;

7 **(1)** Confirm the employee will attend court;

8 **(2)** Any additional information the Prosecutor should know about the case.

9 **Section 7.8. Court Overtime for Lateral Hires.**

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

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

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

19 **Section 7.9. Court Overtime During Vacation.**

20 For vacations in excess of one week, furlough days which fall in the middle of a vacation
21 period or on the end of a scheduled vacation are considered vacation days for purposes of calculating
22 court overtime minimums.

23 **Section 7.10. Portal to Portal Pay.** Whenever Portal to Portal pay is provided for in this
24 Article, the time shall be calculated based on the most direct route. In the event an employee lives
25 more than 25 miles from the King County line, compensable time shall begin/end when the officer
26 crosses the 25 mile threshold.

27 **Section 7.11. Extraditions.** Extraditions will be handled as follows:
28

1 a) There will be two employees on an extradition.

2 b) Any extradition to the Eastern Time zone will be for three days.

3 c) If the extradition is expected to take 14 hours or less, it will be done in one day.

4 This calculation includes the time period from when the employee leaves for the airport until the
5 employee returns to the King County Jail/RJC. If it is expected that the time for the extradition will
6 be more than 14 hours, the extradition will be over two days, except that if the employee will not
7 have 12 hours of expected “downtime” at the out-of-town location the extradition will be scheduled
8 for three days.
9

10 d) On a one day extradition, the employee will be paid from the time they leave for
11 Sea-Tac Airport until dropping off the prisoner at the King County Jail/Regional Justice Center. On a
12 two or three day extradition, the employee will be paid on the first day from the time they leave for
13 Sea-Tac Airport until arriving at the hotel, and on the return travel day from the time the employee
14 leaves the hotel until returning to the King County Jail/Regional Justice Center. On a three day
15 extradition, the non-travel day will be considered a workday.
16

17 e) The above rules will apply to outbound extraditions, except that pay shall begin
18 from the time the prisoner is picked up at the King County Jail/Regional Justice Center and end when
19 the employee returns to Sea-Tac Airport.
20

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

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

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

25 **Section 7.12. FLSA Overtime Work Period 7(K).**

26
27 Except for any other provisions of this Article, the Guild grants to King County the right to
28 pay statutory overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and RCW

1 49.46.130(5). King County shall notify the Guild, in writing, of the establishment of all 7(k) work
2 periods which shall include a written description of the established work period. The right to pay
3 overtime under this section shall include, but not be limited to, those employees who perform work
4 for the Department of Natural Resources and Parks and the Department of Local Services.

5 **ARTICLE 8: HOURS OF WORK**

6 **Section 8.1. Work Schedules.** The establishment of reasonable work schedules and starting
7 times are vested solely within the purview of KCSO and may be changed from time to time provided
8 a two week prior notice of change is given, except in those circumstances over which KCSO cannot
9 exercise control. Provided, the required two week notification period shall not commence until the
10 employee has received verbal or written notification of the proposed change.

11 **Section 8.2. Alteration of Work Schedules.** With KCSO approval, work schedules may be
12 altered and shift trades made, upon request of the employee. Under no circumstances will a shift
13 trade result in the payment of contractual overtime.

14 **Section 8.3. 5/2-5/3 Schedules.** Employees may be assigned to work a 5/2-5/3 schedule that
15 consists of eight-hour workdays with a repeating 15-day period of five days on, two days off, five
16 days on, followed by three days off. Employees assigned to a 5/2-5/3 schedule may be required to
17 report 50 minutes prior to the beginning of their shift on their first day back to work after their normal
18 furlough days for roll-call. If an employee is absent on that first day back they will report to work 50
19 minutes early on the next squad's roll-call day. If, because of an authorized absence, an employee is
20 unable to attend roll-call or a subsequent roll call during a given week, they will not be required to
21 make it up during a subsequent week. When completing an absence request for vacation, sick leave,
22 comp time, etc., all days will be considered eight hour days, including the roll-call day.

23 **Section 8.4. Rotating 4/10 schedules.** Employees may be assigned to work a rotating 4/10
24 schedule that consists of ten-hour workdays with a repeating 22-day period of four days on, three
25 days off, four days on, three days off, four days on followed by four days off. Employees assigned to
26 a rotating 4/10 schedule shall work all holidays that fall on their regular work days.

1 **Section 8.5. *Fixed 4/10 schedules.*** Employees may be assigned to work a fixed 4/10 schedule
2 that consists of four 10-hour workdays with a repeating seven-day period of four days on followed by
3 three days off. Holidays shall be pursuant to Article 3.

4 **Section 8.6. *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 **Article 8.7. *Required Meal Period Waiver.*** Shifts are inclusive of the meal period and as
9 provided under RCW 49.12.187 the parties have negotiated to specifically supersede in total the State
10 provisions regarding meal and rest periods for Deputies and Sergeants.

11 **Section 8.8. *Changing Work Schedules.*** Proposed changes in the work schedules (e.g., 5/2-
12 5/3, 4/10) will be subject to collective bargaining between the parties. The parties will discuss in
13 labor management committee meetings issues of concern to either party and suggestions by either
14 party for improvement to work schedules. This section shall not be interpreted as a contract
15 reopening provision.

16 **Section 8.9. *Training.*** For employees not working flexible shifts, training shall be handled in
17 the following manner and shall be subject to the two week notification requirements of Section 8.1:

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

24 b) If training is scheduled to commence more than four hours outside the starting
25 time of the employee's shift, KCSO can elect to relieve the employee with pay for their shift prior to
26 the training day (including shifts that occur prior to a furlough day(s)). On the day of the training, the
27 employee's work during training shall be considered to be the employee's shift. The employee will
28

1 only be entitled to contractual overtime on the training day if the training lasts longer than their
2 regular or temporary training schedule.

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

5 d) All training lasting five or more hours shall be paid for as provided in this section.
6 At the KCSO's option, training of less than five hours duration may be paid as provided by Section
7 7.4, or 7.1(c) for virtual trainings, instead of in compliance with subsections a) and b) above.

8 e) The workday shall be defined as beginning with the first hour of work and
9 continuing for a total of 24 consecutive hours.

10 **Section 8.10. Flexible Schedules.** It is recognized that certain employees within this
11 bargaining unit must flex their schedules in order to meet the demands of the job. New employees
12 who are hired into these specific positions will be advised as to the nature of their work and the
13 necessity of periodic flexing of their schedules. Employees will only be required to flex their
14 schedules in order to further the operational needs of KCSO. The assignments which require flexible
15 schedules include: Recruiting, PTO Coordinator, Storefront Officers, CIU, Metro Proactive Team,
16 Post BLEA Attendees, Family and Youth Services Sergeant, School Resources Officer (SRO),
17 Special Emphasis Team (SET) and any other assignments mutually agreed to by the Guild and
18 KCSO. Employees who work in these assignments shall be paid contractual overtime only:

- 19 a) For hours worked in excess of their regular full-time shift;
- 20 b) For hours worked in excess of 40 hours per week; and
- 21 c) In cases of callbacks or off-duty court appearances.

22 Shifts may flex no more than four hours from an employee's normal work shift and no more
23 than two hours for employees on ten hour shifts. If a shift flexes by more than four hours, or two
24 hours for ten hour shifts the employees shall be paid at the contractual overtime rate for all additional
25 flexed hours.

26 **Section 8.11. Shift Bidding and Transfer Practices.** Each precinct and contract city shall
27 make a minimum of 60 percent of their reactive patrol positions on each shift available for shift
28 bidding, provided that the Sheriff may reassign such employees for legitimate operating needs or for

1 cause. Employees will bid for their preference in shifts annually and not later than January 31st of
2 each year. Employees will then be assigned shifts based on seniority, prior to April 1st. Precincts
3 choosing to rotate semi-annually will complete shift bidding by July 31st and January 31st. When
4 necessary to accommodate legitimate KCSO needs, such as the PTO Program and contract
5 assignments, exceptions to this policy may be made.

6 Non-probationary officers shall have preference over probationary officers for filling patrol
7 vacancies, except when necessary to accommodate legitimate KCSO needs. Examples of legitimate
8 KCSO needs are to balance the number of recruits at the precincts and contract cities' needs to
9 advertise for and select officers.

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

14 **Section 8.12. Portal to Portal.** If required to report to or from a remote location (i.e., a
15 location other than the regularly assigned work area, such as a precinct), any additional travel time
16 beyond the employee's normal commute time is compensable. Whenever portal to portal pay is
17 provided for in this Article, the time shall be calculated based on the most direct route. In the event
18 an employee lives more than 25 miles from the King County line, compensable time shall begin/end
19 when the employee crosses the 25 mile threshold. Also see Section 7.4.

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

21 **Section 9.1. Health Plan.** The County will provide medical, dental, vision, accidental death
22 and dismemberment and life insurance plans for all regular and probationary employees and their
23 eligible dependents as summarized in Addendum B. There shall be three health plan options; the
24 Deputy Sheriff's HMO plan, the Deputy Sheriff's AHN plan and the Deputy Sheriff's PPO plan.
25 Unless the parties agree otherwise, medical (not including formulary), dental, vision, life and
26 accidental life death and dismemberment insurance benefits shall not be substantially changed during
27 the term of the contract except as provided in Addendum B. An employee's Domestic Partner is
28

1 required to meet Washington State’s definition of Domestic Partner to be eligible for Health Plan
2 benefits under this Article.

3 **Section 9.2. Self-Pay Retiree Health Benefit.** The County will offer to retired employees a
4 self-pay retiree benefit option as an alternative to COBRA. This benefit will be essentially the same
5 benefit and carry the same rules, requirements, exclusions, and restrictions, as the retiree benefit
6 option for other County employees.

7 **Section 9.3. Joint Health Insurance Committee.** The parties will create a Joint Health
8 Insurance Committee with representatives from the Guild and King County. The committee shall
9 consist of four members selected by the Guild and four members selected by the County. The
10 committee will make decisions using a consensus approach rather than a “majority rules” approach.
11 The purpose and mission of such committee is to:

- 12 a) Gather and share information with respect to benefit related issues;
- 13 b) Consider and agree to changes in health insurance benefits (including but not
14 limited to medical, dental and vision plans and providers) provided the committee cannot make
15 changes that will cost King County more than maintaining the current plan; and
- 16 c) Discuss (but not negotiate) other benefit related issues as agreed upon by the
17 parties, including but not limited to a VEBA or HSA plan.
- 18 d) The parties may mutually agree, in writing, to bargain changes to the current health
19 insurance plan. This includes but is not limited to the creation of a VEBA or HSA plan.

20 **ARTICLE 10: MISCELLANEOUS**

21 **Section 10.1. Leave of Absence for Guild Business.** An employee elected or appointed to
22 office in the Guild which requires a part or all of their time shall be given leave of absence up to one
23 year without pay upon application.

24 **Section 10.2. Auto Reimbursement.** All employees who have been authorized to use their
25 own transportation on KCSO business shall be reimbursed at the current rate established by the King
26 County Council.

1 **Section 10.3. Appearances Before the Civil Service Commission, PERC or Labor**

2 Arbitrators. Employees who are directly involved with proceedings before the Civil Service
3 Commission, PERC, or Labor Arbitrators may be allowed to attend without loss of pay.

4 **Section 10.4. Guild Negotiating Committee.** Employees who serve on the Guild Negotiating

5 Committee shall be allowed time off from duty to attend negotiating meetings with the County and
6 KCSO provided that the compensated members of the Guild Negotiating Team shall be composed of
7 six members or less; and provided further, that prior approval is granted by the Sheriff.

8 **Section 10.5. Guild Business.** KCSO shall afford Guild representatives a reasonable amount

9 of time while on duty status to consult with appropriate County and KCSO officials and/or aggrieved
10 employees, provided that the Guild representatives and/or aggrieved employees contact their
11 immediate supervisors, indicate the general nature of the business to be conducted, and request
12 necessary time without undue interference with assignment duties. With KCSO approval, the
13 President and Vice President of the Guild shall be allowed to flex their work schedules so as to
14 perform the above duties on work time. Guild representatives shall guard against use of excessive
15 time in handling such responsibilities.

16 **Section 10.6. Loss or Damage of Personal Effects.** Employees who suffer a loss or damage,

17 in the line of duty, to personal property and/or clothing, will have same repaired or replaced at KCSO
18 expense provided, however, that reimbursement for non-essential personal items (e.g., watch, ring,
19 necklace, etc.) shall be limited to \$300 per incident, except in the case of prescription eyeglasses
20 (frames & lenses) the amount shall be limited to \$500 per incident. Nothing herein shall be construed
21 so as to lessen the County’s responsibilities under the Risk Management Ordinance for items not
22 covered in this section.

23 **Section 10.7. Off-duty Employment.** Off-duty employment shall be in accord with the KCSO

24 General Orders Manual (GOM) provided, however, the KCSO shall not require a “hold harmless”
25 agreement for such employment or liability insurance of the off-duty employer. Employees shall not
26 work in any off-duty job while on sick leave or compensated family leave during their normal work
27 hours.

1 **Section 10.8. Firearms Practice Ammunition.** KCSO will make available to each employee
2 100 rounds of practice ammunition for their primary duty weapon and either ten rounds of shotgun
3 ammunition (00 Buck/Slugs) or for employees who have qualified, 20 rounds of ammunition for a
4 KCSO approved rifle, per month, provided that the employee uses this ammunition at established
5 public and private ranges. Distribution of ammunition shall be pursuant to the GOM and provided to
6 employees bi-annually. KCSO will provide on-duty firearm practice time to a maximum of one two-
7 hour period every two months. The supervisor shall schedule such practice time once they receive a
8 request from an employee. All ammunition drawn by the employee shall be used by the employee.

9 **Section 10.9. Personnel File Review.** Employees shall have the right to examine and receive
10 a photocopy of their Department and precinct personnel file upon request during normal business
11 hours.

12 **Section 10.10. Uniforms and Equipment.** All employees shall be furnished required
13 uniforms and equipment and shall be furnished all replacement items of uniforms and equipment on
14 an as-needed basis, in accordance with the General Orders Manual. Employees shall be furnished
15 new uniforms upon completion of the academy. The parties agree that occasionally, in meeting the
16 demands of a new assignment requiring different uniforms, employees may receive used clothing for
17 use on a temporary basis.

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

24 **Section 10.11. Jury Duty.** An employee required by law to serve on jury duty shall continue
25 to receive salary and shall be relieved of regular duties and assigned to day shift for the period of time
26 so assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
27 forwarded to the County Treasurer.

1 When an employee is notified to serve on jury duty, they will inform their immediate
2 supervisor as soon as possible, but not later than two weeks in advance, regarding the dates of
3 absence from regular duties. The supervisor will ensure that the employee is relieved of regular
4 duties a minimum of 12 hours prior to the time of reporting for jury duty.

5 When the total required assignment to jury duty has expired, the employee will return to
6 regular duties, provided: there must be a minimum of 12 hours between the time the employee is
7 dismissed from jury duty and the time they must report for regular duties, provided an officer shall
8 not be required to report to their shift at the conclusion of the 12 hour break if there are less than four
9 hours remaining on the shift at the time of release or dismissal from jury duty. In such case the
10 officer shall report to duty at the time of release or dismissal.

11 **Section 10.12. Unsafe Vehicles.** Employees will not be required to drive unsafe vehicles.

12 **Section 10.13. Paycheck Breakdown.** The County agrees to provide each employee with a
13 breakdown of the employees' pay, inclusive of premiums, overtime hours paid and compensatory
14 time earned/used for each pay period.

15 **Section 10.14. Labor Management Committee.** Bi-monthly labor management meetings will
16 be held with two representatives from the Guild, two representatives from the KCSO, and a
17 representative from the Office of Labor Relations. The parties, by mutual agreement, may increase
18 the number of representatives from the Guild and KCSO on a meeting-by-meeting basis. The KCSO
19 representative will include the Sheriff (or designee), and the Guild representative will be the Guild
20 President (or designee). These meetings may be more or less frequent, upon mutual agreement. The
21 meetings should be held at a location and date/time that is convenient for all parties. The purpose of
22 the meetings is to discuss in a collaborative manner any issues of concern to one of the parties. No
23 agreement relating to any mandatory subject of bargaining is binding unless reduced to writing. This
24 section shall not be interpreted as a contract reopening provision.

25 For the duration of the 2022-2024 Agreement, the parties agree to discuss the
26 interpreter/bilingual service needs of the KCSO and to make a joint recommendation for
27 modifications to the GOM that addresses issues regarding the availability of bilingual deputies and
28 sergeants and interpreter services to all precincts/contracts and shifts. Any recommendations

1 regarding adjustments to pay premiums will be subject to bargaining. This provision shall not be
2 considered a reopener unless mutually agreed to by the parties.

3 **Section 10.15.** Proposed changes to King County Civil Service Rules shall be discussed in
4 Labor Management meetings. This section shall not be construed as a bargaining waiver.

5 **ARTICLE 11: GRIEVANCE PROCEDURE**

6 **Section 11.1. Definitions.**

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

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

11 **Section 11.2. Procedure.**

12 **Step 1 - Section Commander.** A grievance shall be presented in writing by the
13 aggrieved employee and/or their representative, including but not limited to the business
14 representative and/or shop steward if the employee wishes, within 14 calendar days of the occurrence
15 of such grievance, to the Section Commander for investigation, discussion, and written reply. The
16 grievances shall specify the contract provision that is alleged to have been violated. The Section
17 Commander shall make their written decision available to the aggrieved employee within 20 working
18 days. If the grievance is not resolved, it may be advanced to the next step in the grievance process by
19 the Guild within ten working days. If the parties mutually agree, this step may be bypassed.

20 **Step 2 - Sheriff.** If after thorough evaluation, the decision of the Section Commander
21 has not resolved the grievance to the satisfaction of the Guild, the grievance may be presented to the
22 Sheriff/designee. A step-2 grievance meeting shall be held within 10 working days of receipt of the
23 step-2 grievance. All letters, memoranda and other written materials previously submitted to the
24 Section Commander shall be made available for the review and consideration of the Sheriff who also
25 may interview the employee and/or their representative and receive any additional related evidence
26 which they may deem pertinent to the grievance. The employer shall provide a written decision to
27 the Guild within ten working days of the step-2 grievance meeting. If the grievance is not resolved, it
28 may be advanced to the next step in the grievance process by the Guild within ten working days.

1 Step 3 – Office of Labor Relations (OLR)/Designee. If after thorough evaluation, the
2 decision of the Sheriff has not resolved the grievance to the satisfaction of the Guild, the grievance
3 may be presented to the OLR/Designee. A step-3 grievance meeting shall be held within 10 working
4 days of receipt of the step-3 grievance. All letters, memoranda and other written materials previously
5 submitted at step-1 and step-2 shall be made available for the review and consideration of the
6 OLR/Designee who may also receive any additional related evidence which they may deem pertinent
7 to the grievance. The OLR/Designee shall provide a written decision to the Guild within ten working
8 days of the step-3 grievance meeting. If the grievance is not resolved, it may be advanced to the next
9 step in the grievance process by the Guild within ten working days.

10 Step 4 - Request for Arbitration. Either the County or the Guild may request
11 arbitration within 60calendar days of conclusion of Step 3 and must specify the exact question which
12 it wishes arbitrated. For arbitrations related to employee discipline, the parties shall jointly request
13 the appointment of a qualified neutral arbitrator in accordance with the arbitrator assignment process
14 for law enforcement personnel disciplinary grievances established by RCW 41.58. For all other
15 grievance arbitrations, the parties shall attempt to select an arbitrator by mutual agreement. If the
16 parties do not agree on an arbitrator within ten working days, the parties shall request a list of nine
17 disinterested qualified persons willing to act as impartial arbitrators from the Federal Mediation and
18 Conciliation Services (FMCS) or other list services as mutually agreed to by the parties. If both
19 parties are unsatisfied with the list, following receipt of the panel, the parties by mutual agreement,
20 may request a second list. Within ten days after a receipt of the list, the parties shall choose an
21 arbitrator by alternately striking names from the list until one arbitrator remains. A coin toss shall
22 determine the strike order. The parties will jointly request the selected arbitrator to serve as the
23 neutral and request dates for scheduling the hearing. The arbitrator, who shall conduct the arbitration
24 procedurally in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render a
25 decision in accordance with those rules and the decision of the arbitrator shall be final and binding on
26 both parties.

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

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

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

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

10 Time restrictions in the grievance process may be waived by consent of both parties.

11 **Section 11.3. Multiple Procedures.** If employees have access to multiple procedures for
12 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
13 procedures: selection is to be made no later than at the conclusion of Step 2 of this grievance
14 procedure.

15 **Section 11.4. Just Cause Standard.** No employee may be discharged, suspended without pay
16 or disciplined in any way except for just cause. The County will employ the concept of progressive
17 discipline. In cases where discipline is imposed, the Sheriff shall provide the employee and the Guild
18 with written notice of the sustained findings and the factual basis on which the findings rest.

19 **Section 11.5. Probationary Period.** All newly hired and promoted employees must serve a
20 probationary period. The probationary period for newly hired employees shall end one year from the
21 date the employee completes the training academy and begins work in patrol. If the last day of Post
22 BLEA is January 11th, the newly hired employee will complete probation at midnight on January 11th,
23 of the following year, provided that the employee's probationary period has not been extended as
24 provided for below.

25 The probationary period upon promotion shall be one year from the date of appointment. To
26 the extent permitted by law the probationary period shall be extended for the number of work days
27 equal to the number of work days an employee was absent or unable to perform the essential
28 functions of the job in excess of ten work days during the probationary period; provided that the

1 taking of scheduled and approved vacation shall not be counted toward the ten day period for
2 promotional probationers. The probationary period is an extension of the hiring process; therefore,
3 the provisions of this Article will not apply to employees if they are discharged during their initial
4 probationary period or are demoted during the promotional probationary period for not meeting the
5 requirements of the classification. Grievances brought by probationary employees involving issues
6 other than discharge or demotion may be processed in accordance with this Article.

7 **Section 11.6. Parties to the Agreement.** In as much as this is an agreement between the
8 County and the Guild, only the Guild or the Employer may advance a grievance to arbitration.

9 **Section 11.7. Nondiscrimination.** The County and the Guild shall not unlawfully
10 discriminate against any individual employee with respect to compensation, terms, conditions or
11 privileges of employment by reason of sex, race, color, national origin, religious affiliation, disability,
12 sexual orientation, gender identity or expression, age except by minimum age and retirement
13 provisions, status as a family caregiver, military status or status as a veteran who was honorably
14 discharged or who was discharged solely as a result of the person's sexual orientation or gender
15 identity or expression. Claims of unlawful discrimination shall not be processed in accordance with
16 the grievance procedure denominated herein, but must be pursued privately by affected employees
17 through the appropriate local, state, or federal agency, or court.

18 **ARTICLE 12: BULLETIN BOARDS**

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

21 **ARTICLE 13: SAVINGS CLAUSE**

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

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

2 **Section 14.1. No Work Stoppages.** The County and the Guild agree that the public interest
3 requires efficient and uninterrupted performance of all County services, and to this end, pledge their
4 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County and/or KCSO functions by employees under this Agreement and should same occur, the
8 Guild agrees to take appropriate steps to end such interference. Any concerted action by any
9 employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have
10 occurred. Nothing herein shall operate to restrict the Guild from engaging in any concerted activity
11 not prohibited by RCW 41.56 et. seq.

12 **Section 14.2. Guild's Obligation.** Upon notification in writing by the County to the Guild
13 that any employees in the bargaining unit are engaged in a work stoppage, the Guild shall
14 immediately, in writing, demand that such employees immediately cease engaging in a work
15 stoppage and provide the County with a copy of said demand. In addition, if requested by the
16 County, a responsible official of the Guild shall publicly demand any such employees to cease
17 engaging in such a work stoppage.

18 **Section 14.3. Penalties for Violation.** Any employee who commits any act prohibited in this
19 Article will be subject to the following action or penalties:

- 20 a) Discharge.
- 21 b) Suspension or other disciplinary action as may be applicable to such employee.

22 **ARTICLE 15: WAIVER CLAUSE**

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

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

2 **Section 16.1. *Layoff.*** Employees laid off as a result of a reduction in force shall be laid off
3 according to seniority within the KCSO and classification, with the employee with the least time
4 being the first to go. In the event there are two or more employees eligible for layoff within the
5 KCSO with the same classification and seniority, the Sheriff will determine the order of layoff based
6 on employee performance.

7 **Section 16.2. *Recall.*** Employees laid off in accordance with the provisions of this Article
8 will be eligible for rehire into positions of the same classification in the inverse order of layoff.

9 **ARTICLE 17: TRANSFERS**

10 **Section 17.1. *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 17.2. *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 their family due to excess travel time, expense, or other factors, KCSO will give full consideration to
17 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 11.

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 year.

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

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

4 **Section 18.1.** 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 18.2.**

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

13 b) "Investigative Agent of the County" as used herein shall mean any agent of the
14 County who is empowered to conduct an administrative investigation into the conduct of an
15 employee.

16 c) The Sheriff shall compel any member of the bargaining unit who is the subject of an
17 administrative investigation to fully cooperate in any Interrogation by an Investigative Agent of the
18 County, unless the Sheriff believes there is good cause not to. In the event the Sheriff does not
19 compel the subject of an investigation, the good cause basis to not compel shall be provided to the
20 Guild upon request.

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

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

26 **Section 18.5.** Any interrogation (which shall not violate the employee's constitutional rights)
27 shall take place at a mutually agreeable location. Prior to the interrogation by an Investigative Agent,
28 the employee shall be provided a copy of their employee rights and shall be ordered to cooperate

1 fully in the investigation under penalty of termination (GOM 3.03.100). The employee shall be
2 advised of their right to representation and afforded an opportunity and facilities to contact and
3 consult privately with an attorney of their own choosing and that person may be present during the
4 interrogation, but may not participate in the interrogation except to counsel the employee.
5 Additionally, an employee shall be advised of their right to and shall be allowed Guild representation
6 to the extent allowed by law. Bargaining unit members in any administrative investigation shall not
7 be subject to an administrative subpoena unless 1) they have failed to obey an order to fully cooperate
8 in an investigation (refused to comply with GOM 3.03.100) or 2) the KCSO has refused to issue an
9 order to cooperate in an investigation and the bargaining unit member has declined to fully cooperate
10 with OLEO's independent investigation.

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

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

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

21 **Section 18.9.** There shall be a Guild representative, appointed by the Guild, as a voting
22 member of the Use of Force Review Board and the Department Level Driving Review Board. KCSO
23 will provide the Guild with copies of the findings of all review boards.

24 **Section 18.10.** Administrative Investigations must be completed within 180 days of the
25 matter coming to the attention of the KCSO Command Staff/Captains. In the event the Investigative
26 Agent believes an extension beyond 180 days is necessary, and the County establishes that it has
27 acted with due diligence and the investigation could not reasonably be completed due to factors
28 beyond the control of the Investigative Agent (for example, extended illness or other unavailability of

1 a critical witness, such as the complainant or the officer being investigated, or necessary delays in the
2 processing of forensic evidence by other agencies), the County must contact the Guild prior to the
3 expiration of the 180 days seeking to extend the time period. Any request for extension based on the
4 unavailability of witnesses shall include a showing that the witness is expected to become available in
5 a reasonable period of time. A request for extension based upon the above criteria will not be
6 unreasonably denied.

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

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

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

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

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

27 **ARTICLE 19: PERFORMANCE EVALUATIONS**

28 **Section 19.1.** An annual performance appraisal shall be conducted by the employee's

1 immediate supervisor, and reviewed by the author's immediate supervisor, prior to presentation to the
2 employee.

3 **Section 19.2.** The employee's immediate supervisor shall meet with the employee for the
4 purpose of presenting feedback about job performance. Performance appraisals shall not include
5 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not
6 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to
7 provide written comments on the final appraisal including, but not limited to, agreement or
8 disagreement with the information presented. The employee shall sign the appraisal to acknowledge
9 receipt. Signing the appraisal shall not infer agreement with the review.

10 **Section 19.3.** If an employee wishes to challenge an appraisal, the following steps shall be
11 taken in the following order:

12 **STEP 1**

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

19 **STEP 2**

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

1 reversed on appeal; and/ or (2) lack of prior notice of the conduct that the supervisor has identified as
2 part of the performance appraisal.

3 **STEP 3**

4 Within 15 calendar days following the meeting with their commanding officer the employee
5 may request, through the Director of Human Resources, a hearing before the Performance Appraisal
6 System (PAS) Review Board to address concerns of factual inaccuracy and/or lack of prior notice.

7 The request must be submitted in writing and cite specific facts supporting the employee's
8 allegation(s). The Director of Human Resources will review the employee's request to determine if
9 the criteria for an appeal have been met within ten calendar days. This determination shall be
10 appealable to the PAS Review Board as a preliminary matter.

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

17 The employee shall be solely responsible for presenting their perspective of the appraisal to
18 the Board. The supervisor or commanding officer responsible for evaluating the employee shall be
19 solely responsible for presenting their perspective of the appraisal to the Board.

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

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

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

28 3. A member of the Board shall blindly remove and eliminate one ballot from the box. Only

1 the five remaining ballots shall be considered in determining the outcome of the hearing.

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

7 **Section 19.4.** KCSO may use performance appraisals (absent any record of early
8 interventions), along with other relevant information, in determining the appropriateness of
9 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not
10 appeal a performance appraisal used in making such determinations unless they do so within the
11 timelines provided by STEP 3 above, provided that employees may contest the use of portions of a
12 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged
13 portions of the performance appraisal are not appealable pursuant to Section 19.3 above.

14 **ARTICLE 20: EARLY INTERVENTION SYSTEMS**

15 **Section 20.1.** KCSO has implemented an Early Intervention System (EIS). The EIS is
16 designed as an integral component of KCSO's performance appraisal process. However, unlike an
17 after-the-fact review, such as an annual evaluation, it is intended to anticipate potential issues via
18 computer program that monitors certain type of events, which, after review, may or may not warrant
19 further attention. Any documentation of the application of the EIS to any member of the bargaining
20 unit will not be recorded in any manner in that employee's performance appraisal forms. The parties
21 recognize that, because early intervention is integrally related to the performance review process, any
22 documentation involving an employee's identification for or participation in the program will be
23 confidential and not subject to public disclosure. In the event it is ever determined that such
24 documentation must be produced pursuant to the Public Records Act, the KCSO will suspend the
25 "flag" function of the database while the parties meet to determine whether and how to revise the
26 program consistent with the intent of this section.

27 **Section 20.2.** EIS will be a data-based management tool designed to identify employees
28 whose performance exhibits potential problems. In response to identified issues, KCSO shall provide

1 interventions (usually counseling or training) to correct those concerns. EIS is only intended to
2 identify performance problems that do not warrant disciplinary action but suggest that an employee
3 may be having problems dealing with workplace issues. No permanent records concerning the data
4 processing operation of the EIS (including supervisory responses) will be kept for more than 120
5 days.

6 **Section 20.3.** EIS shall be completely separate from the disciplinary system. Neither IIU nor
7 the King County Office of Law Enforcement Oversight (OLEO) shall have access to early
8 intervention records of any kind. An intervention is not discipline. It will be designed to help
9 employees improve performance through counseling, training, or coaching. No record of
10 participation in an Early Intervention Program will be placed in the employee's personnel file or
11 admitted by the County in any disciplinary proceeding for any purpose, unless the issue is initially
12 raised by the Guild.

13 **Section 20.4.** An employee may have access to a read only version of the data related to that
14 employee. These data or indicators are usually already collected in other databases in the agency.
15 The Guild will be provided 30 days advance notification when the KCSO has selected the list of
16 indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors. The KCSO
17 will meet to discuss the indicators with the Guild upon request and discharge its obligation to bargain,
18 if any, that the law requires.

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

20 **Section 21.1.** The King County Office of Law Enforcement Oversight (OLEO) provides
21 independent oversight of all aspects of KCSO's internal administrative system, to enhance
22 accountability and community trust under the authority granted to OLEO in the King County Charter
23 and the King County Code, as amended. Any OLEO investigation shall not replace a KCSO internal
24 administrative investigation process. If the County intends to impose discipline on a member of this
25 bargaining unit, KCSO must complete its own independent administrative investigation of the
26 member.

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

- 1 a) Real-time access to administrative investigative information, through the use of
- 2 IAPro, or successor system.
- 3 b) The ability to make recommendations regarding intake classifications as outlined
- 4 in Section 21.8.
- 5 c) The ability to participate in all administrative interviews as outlined in Section
- 6 22.9.
- 7 d) The ability to make suggestions regarding the need for additional investigation as
- 8 outlined in Section 21.11.
- 9 e) The ability to review and make suggestions to KCSO regarding KCSO findings on
- 10 complaint investigations as outlined in Section 21.14.
- 11 f) The ability to attend scenes of Critical Incidents as outlined in Section 21.4.
- 12 g) The ability to attend review boards as outlined in Section 21.5
- 13 h) The ability to conduct independent investigations as outlined in Section 21.18.

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

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

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

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

1 For scenes controlled by an independent investigating agency, the designated KCSO
2 representative to the independent investigating agency shall request that OLEO be granted access
3 consistent with OLEO's access to scenes controlled by KCSO. The independent investigation
4 agency's decision shall be binding.

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

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

12 **Section 21.7.** OLEO will have the opportunity to make a recommendation for mediation to
13 the Sheriff/designee. In the event KCSO, the complainant and the employee all agree to mediation,
14 that process will be utilized rather than sending the matter on for investigation. Assuming the
15 employee participates in good faith during the mediation process, the employee will not be subject to
16 discipline and the complaint will be administratively dismissed. Good faith means that the employee
17 listens and considers the issues raised by the complainant, and acts and responds appropriately.
18 Agreement with either the complainant or the mediator is not a requirement of good faith. In the
19 event an agreement to mediate is reached and the complainant thereafter refuses to participate, the
20 employee will be considered to have participated in good faith. Moreover, any records related to
21 mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding
22 except to enforce this section.

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

28 **Section 21.9.** Prior to an administrative interview, KCSO will timely notify OLEO of all

1 administrative investigation interviews on all complaints, Critical Incidents, Serious Force Incidents,
2 and Serious Officer Involved Events. A single OLEO representative may attend and observe
3 interviews and will be given the opportunity to ask questions that are within the scope of permissible
4 investigative questioning and at such time that it does not interfere with the questioning by KCSO.

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

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

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

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

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

26 **Section 21.14.** OLEO will be given an opportunity to review internal administrative
27 investigation findings and provide recommendations on findings before KCSO notifies an employee
28 of any findings. OLEO shall not make any disciplinary recommendations. Any recommendation from

1 OLEO related to investigation findings shall be made within ten business days of OLEO receiving the
2 recommended findings.

3 OLEO, in addition to KCSO's written Notice of Finding letter to the complainant, may send a
4 closing letter to the complainant. The letter may summarize the case findings within the context of
5 this Article.

6 **Section 21.15.** Any complaining party who is not satisfied with the findings of KCSO
7 concerning their complaint may contact OLEO to discuss the matter further. However, unless
8 persuasive and probative new information is provided, the investigation will remain closed. In
9 accordance with established arbitral case law, employees may not be subject to discipline twice for
10 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate
11 burden of establishing compliance with this section rests with the County in any subsequent
12 challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in
13 Section 18.10 of this Agreement

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

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

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

1 **Section 21.17.** OLEO may recommend changes to rules, general orders, policies, and
2 procedures for the review and/or audit of the complaint resolution process, and review and
3 recommend changes in KCSO policies to improve the quality of police investigations and practices in
4 KCSO. Nothing herein shall be construed as a waiver of the Guild’s right to require the County to
5 engage in collective bargaining as authorized by law.

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

9 Any administrative investigations conducted by OLEO are subject to all requirements of Article 19.
10 In administrative investigations of complaints being performed by both KCSO and OLEO the parties
11 shall schedule a joint interview with KCSO of any bargaining unit member. In concurrent
12 investigations KCSO and OLEO shall encourage witnesses to fully cooperate with each entity and
13 when possible, schedule witness interviews jointly.

14 **Section 21.19.**

15 **a)** Nothing in this Article shall allow the County to assign bargaining unit work to
16 OLEO. Nothing in this article shall be interpreted as the Guild allowing OLEO to replace its work.
17 KCPOG reserves the right to bargain any change to OLEO’s review and investigative powers as
18 allowed pursuant to RCW 41.56.

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

1 **ARTICLE 22: DURATION**

2 This contract shall remain in full force and effect from January 1, 2022 through December 31,
3 2024. 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

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

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By: _____

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King County Executive

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For King County Police Officers Guild:

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DocuSigned by:
Michael Mansanarez
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Michael Mansanarez
President
King County Police Officers Guild

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2022 ADDENDUM “A”
To be adjusted re Art 7 Section (1) (a-c)

Section 1. Wage Rates For 2022:

Effective January 1, 2022, Wage rates shall be in accordance with the following schedules.

2022 Salary Schedule for Deputies			
	Annual (based on 2080 hours)	Bi-weekly (based on 80 hours)	Hourly
Step 1 – Start	\$77,507	\$2,981	\$37.26
Step 2 – 12 months	\$86,861	\$3,341	\$41.76
Step 3 – 24 months	\$94,579	\$3,638	\$45.47
Step 4 – 36 months	\$98,951	\$3,806	\$47.57
Step 5 – 48 months	\$103,134	\$3,967	\$49.58
Step 6 – 60 months	\$108,527	\$4,174	\$52.18
2022 Salary Schedule for Sergeants			
	Annual	Bi-weekly	Hourly
Start	\$120,428	\$4,632	\$57.90
6 months	\$125,762	\$4,837	\$60.46
18 months	\$131,116	\$5,043	\$63.04

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

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

Section 2. Longevity Pay:

Section 2.A. Not Assigned to Patrol (Regular Longevity)

1 Employees covered by this Agreement that are not assigned to Patrol shall receive longevity
 2 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
Regular Longevity %	1	2	3	4	5	6	7	8	9	10

7 NOTE: The above percentage rates are based upon the employee’s base rate.

8 **Section 2.B. Assigned to Patrol (Patrol Longevity)**

9 Employees covered by this Agreement that are assigned to Patrol shall receive longevity pay
 10 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

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

16 **Section 3. Education Incentive:**

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

Assoc. Degree	2%
Bach. Degree	4%
Master’s Degree	6%

23 NOTE: The above percentage rates are based upon the employee’s base rate.

24 Education incentives shall be paid beginning from the first pay period following the pay
 25 period in which the employee first qualifies for the incentive. Qualification will be based upon
 26 obtaining the requisite education level, plus a review and approval of the employee’s degree by the
 27 County.

28 **Section 4. Retirement Calculations:**

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

3 **Section 5. Premiums:**

4 **2022 Hourly Premium Chart**

Percentage	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										
6										
7	1	\$0.37	\$0.42	\$0.45	\$0.48	\$0.50	\$0.52	\$0.58	\$0.60	\$0.63
8	2	\$0.75	\$0.84	\$0.91	\$0.95	\$0.99	\$1.04	\$1.16	\$1.21	\$1.26
9	3	\$1.12	\$1.25	\$1.36	\$1.43	\$1.49	\$1.57	\$1.74	\$1.81	\$1.89
10	4	\$1.49	\$1.67	\$1.82	\$1.90	\$1.98	\$2.09	\$2.32	\$2.42	\$2.52
11	5	\$1.86	\$2.09	\$2.27	\$2.38	\$2.48	\$2.61	\$2.89	\$3.02	\$3.15
12	6	\$2.24	\$2.51	\$2.73	\$2.85	\$2.98	\$3.13	\$3.47	\$3.63	\$3.78
13	7	\$2.61	\$2.92	\$3.18	\$3.33	\$3.47	\$3.65	\$4.05	\$4.23	\$4.41
14	8	\$2.98	\$3.34	\$3.64	\$3.81	\$3.97	\$4.17	\$4.63	\$4.84	\$5.04
15	9	\$3.35	\$3.76	\$4.09	\$4.28	\$4.46	\$4.70	\$5.21	\$5.44	\$5.67
16	10	\$3.73	\$4.18	\$4.55	\$4.76	\$4.96	\$5.22	\$5.79	\$6.05	\$6.30
17	11	\$4.10	\$4.59	\$5.00	\$5.23	\$5.45	\$5.74	\$6.37	\$6.65	\$6.93
18	12	\$4.47	\$5.01	\$5.46	\$5.71	\$5.95	\$6.26	\$6.95	\$7.26	\$7.56
19	13	\$4.84	\$5.43	\$5.91	\$6.18	\$6.45	\$6.78	\$7.53	\$7.86	\$8.19
20	14	\$5.22	\$5.85	\$6.37	\$6.66	\$6.94	\$7.30	\$8.11	\$8.46	\$8.83
21	15	\$5.59	\$6.26	\$6.82	\$7.14	\$7.44	\$7.83	\$8.68	\$9.07	\$9.46
22	16	\$5.96	\$6.68	\$7.28	\$7.61	\$7.93	\$8.35	\$9.26	\$9.67	\$10.09

2023 ADDENDUM “A”
To be adjusted re Art 7 Section (1) (a-c)

Section 1. Wage Rates For 2023:

Effective January 1, 2023, Wage rates shall be in accordance with the following schedules.

2023 Salary Schedule for Deputies			
	Annual (based on 2080 hours)	Bi- weekly (based on 80 hours)	Hourly
Step 1 – Start	\$85,258	\$3,279	\$40.99
Step 2 – 12 months	\$95,547	\$3,675	\$45.94
Step 3 – 24 months	\$104,037	\$4,001	\$50.02
Step 4 – 36 months	\$108,846	\$4,186	\$52.33
Step 5 – 48 months	\$113,447	\$4,363	\$54.54
Step 6 – 60 months	\$119,380	\$4,592	\$57.39
2023 Salary Schedule for Sergeants			
	Annual	Bi- weekly	Hourly
Start	\$132,471	\$5,095	\$63.69
6 months	\$138,338	\$5,321	\$66.51
18 months	\$144,227	\$5,547	\$69.34

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

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

Section 2. Longevity Pay:

Section 2.A. Not Assigned to Patrol (Regular Longevity)

Employees covered by this Agreement that are not assigned to Patrol shall receive longevity 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
Regular Longevity %	1	2	3	4	5	6	7	8	9	10

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

Section 2.B. Assigned to Patrol (Patrol Longevity)

Employees covered by this Agreement that are assigned to Patrol shall receive longevity 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	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

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

Section 3. Education Incentive:

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

Assoc. Degree	2%
Bach. Degree	4%
Master’s Degree	6%

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

Education incentives shall be paid beginning from the first pay period following the pay period in which the employee first qualifies for the incentive. Qualification will be based upon obtaining the requisite education level, plus a review and approval of the employee’s degree by the County.

Section 4. Retirement Calculations:

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

Section 5. Premiums:

2023 Hourly Premium Chart									
Percentage	Deputy	Deputy	Deputy	Deputy	Deputy	Deputy	Sergeant	Sergeant	Sergeant
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3
1	\$0.41	\$0.46	\$0.50	\$0.52	\$0.55	\$0.57	\$0.64	\$0.67	\$0.69
2	\$0.82	\$0.92	\$1.00	\$1.05	\$1.09	\$1.15	\$1.27	\$1.33	\$1.39
3	\$1.23	\$1.38	\$1.50	\$1.57	\$1.64	\$1.72	\$1.91	\$2.00	\$2.08
4	\$1.64	\$1.84	\$2.00	\$2.09	\$2.18	\$2.30	\$2.55	\$2.66	\$2.77
5	\$2.05	\$2.30	\$2.50	\$2.62	\$2.73	\$2.87	\$3.18	\$3.33	\$3.47
6	\$2.46	\$2.76	\$3.00	\$3.14	\$3.27	\$3.44	\$3.82	\$3.99	\$4.16
7	\$2.87	\$3.22	\$3.50	\$3.66	\$3.82	\$4.02	\$4.46	\$4.66	\$4.85
8	\$3.28	\$3.67	\$4.00	\$4.19	\$4.36	\$4.59	\$5.10	\$5.32	\$5.55
9	\$3.69	\$4.13	\$4.50	\$4.71	\$4.91	\$5.17	\$5.73	\$5.99	\$6.24
10	\$4.10	\$4.59	\$5.00	\$5.23	\$5.45	\$5.74	\$6.37	\$6.65	\$6.93
11	\$4.51	\$5.05	\$5.50	\$5.76	\$6.00	\$6.31	\$7.01	\$7.32	\$7.63
12	\$4.92	\$5.51	\$6.00	\$6.28	\$6.55	\$6.89	\$7.64	\$7.98	\$8.32
13	\$5.33	\$5.97	\$6.50	\$6.80	\$7.09	\$7.46	\$8.28	\$8.65	\$9.01
14	\$5.74	\$6.43	\$7.00	\$7.33	\$7.64	\$8.04	\$8.92	\$9.31	\$9.71
15	\$6.15	\$6.89	\$7.50	\$7.85	\$8.18	\$8.61	\$9.55	\$9.98	\$10.40
16	\$6.56	\$7.35	\$8.00	\$8.37	\$8.73	\$9.18	\$10.19	\$10.64	\$11.09

2024 ADDENDUM "A"
To be adjusted re Art 7 Section (1) (a-c)

Section 1. Wage Rates For 2024:

Effective January 1, 2024, Wage rates shall be in accordance with the following schedules.

2024 Salary Schedule for Deputies			
	Annual (based on 2080 hours)	Bi-weekly (based on 80 hours)	Hourly
Step 1 – Start	\$88,669	\$3,410	\$42.63
Step 2 – 12 months	\$99,369	\$3,822	\$47.77
Step 3 – 24 months	\$108,198	\$4,161	\$52.02
Step 4 – 36 months	\$113,199	\$4,354	\$54.42
Step 5 – 48 months	\$117,985	\$4,538	\$56.72
Step 6 – 60 months	\$124,155	\$4,775	\$59.69
2024 Salary Schedule for Sergeants			
	Annual	Bi-weekly	Hourly
Start	\$137,770	\$5,299	\$66.24
6 months	\$143,871	\$5,534	\$69.17
18 months	\$149,996	\$5,769	\$72.11

- 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 shall include time, place, and frequency of unacceptable performance.
- d) The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to future step

increase will not be affected by the above action.

Section 2. Longevity Pay:

Section 2.A. Not Assigned to Patrol (Regular Longevity)

Employees covered by this Agreement that are not assigned to Patrol shall receive longevity 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
Regular Longevity %	1	2	3	4	5	6	7	8	9	10

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

Section 2.B. Assigned to Patrol (Patrol Longevity)

Employees covered by this Agreement that are assigned to Patrol shall receive longevity 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	15	20	25
Patrol Longevity %	2	3	4	5	6	8	9	10	11	12	14	15	16

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

Section 3. Education Incentive:

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

Assoc. Degree	2%
Bach. Degree	4%
Master’s Degree	6%

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

Education incentives shall be paid beginning from the first pay period following the pay period in which the employee first qualifies for the incentive. Qualification will be based upon

1 obtaining the requisite education level, plus a review and approval of the employee’s degree by the
 2 County.

3 **Section 4. Retirement Calculations:**

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

6 **Section 5. Premiums:**

2024 Hourly Premium Chart										
Percentage	Deputy	Deputy	Deputy	Deputy	Deputy	Deputy	Sergeant	Sergeant	Sergeant	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	
7	1	\$0.43	\$0.48	\$0.52	\$0.54	\$0.57	\$0.60	\$0.66	\$0.69	\$0.72
8	2	\$0.85	\$0.96	\$1.04	\$1.09	\$1.13	\$1.19	\$1.32	\$1.38	\$1.44
9	3	\$1.28	\$1.43	\$1.56	\$1.63	\$1.70	\$1.79	\$1.99	\$2.08	\$2.16
10	4	\$1.71	\$1.91	\$2.08	\$2.18	\$2.27	\$2.39	\$2.65	\$2.77	\$2.88
11	5	\$2.13	\$2.39	\$2.60	\$2.72	\$2.84	\$2.98	\$3.31	\$3.46	\$3.61
12	6	\$2.56	\$2.87	\$3.12	\$3.27	\$3.40	\$3.58	\$3.97	\$4.15	\$4.33
13	7	\$2.98	\$3.34	\$3.64	\$3.81	\$3.97	\$4.18	\$4.64	\$4.84	\$5.05
14	8	\$3.41	\$3.82	\$4.16	\$4.35	\$4.54	\$4.78	\$5.30	\$5.53	\$5.77
15	9	\$3.84	\$4.30	\$4.68	\$4.90	\$5.11	\$5.37	\$5.96	\$6.23	\$6.49
16	10	\$4.26	\$4.78	\$5.20	\$5.44	\$5.67	\$5.97	\$6.62	\$6.92	\$7.21
17	11	\$4.69	\$5.26	\$5.72	\$5.99	\$6.24	\$6.57	\$7.29	\$7.61	\$7.93
18	12	\$5.12	\$5.73	\$6.24	\$6.53	\$6.81	\$7.16	\$7.95	\$8.30	\$8.65
19	13	\$5.54	\$6.21	\$6.76	\$7.07	\$7.37	\$7.76	\$8.61	\$8.99	\$9.37
20	14	\$5.97	\$6.69	\$7.28	\$7.62	\$7.94	\$8.36	\$9.27	\$9.68	\$10.10
21	15	\$6.39	\$7.17	\$7.80	\$8.16	\$8.51	\$8.95	\$9.94	\$10.38	\$10.82
22	16	\$6.82	\$7.64	\$8.32	\$8.71	\$9.08	\$9.55	\$10.60	\$11.07	\$11.54

ADDENDUM B – 2023-2024 Sheriff’s Office Plan Designs

	Kaiser (HMO)	Regence (AHN)		Regence (PPO)	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Employee Plan Selection Fee	\$0	\$0		\$100.00 per employee per month	
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/\$1900	\$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 (for Spouse/Domestic Partner who has access to their own employer's coverage)	\$0	\$0	\$100
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ADDENDUM B –Life, AD&D, Dental and Vision Summary Plan Designs

2022 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.

Employees can elect supplemental life insurance* for themselves or eligible dependents 30 days of hire for new employees, for a qualifying life event, and during Open Enrollment. Depending on the timing of their election and the level of coverage they select, employees may need to provide evidence of insurability to purchase supplemental coverage for themselves or eligible dependents.

- 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.

2022 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.

Employees can purchase supplemental AD&D insurance* for themselves or eligible dependents within 30 days of hire for new employees, for a qualifying life event, and during Open enrollment.

- 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 if the insurance contracts are renewed during the term of the CBA.**

2023 - 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%

2022 - 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

**Memorandum of Agreement
By and Between
King County
and
the King County Police Officers Guild
Representing Employees in the King County Sheriff's Office**

Subject: King County Sheriff's Office Commissioned Employee Recruitment Bonus Program

Background:

King County and the King County Police Officers Guild (Guild) are parties to a collective bargaining agreement for the term of January 1, 2022, through December 31, 2024.

The parties affirm that "Making King County a welcoming community where every person can thrive" is King County's true north value.

The parties are committed to the vision of the King County Sheriff's Office (KCSO), wherein "The King County Sheriff's Office is a highly effective and respected law enforcement agency and criminal justice partner, both trusted and supported, helping King County to be the safest county in America."

In 2021 the parties agreed to a recruitment bonus program in MOA 290U0621 that is set to expire on December 31, 2022. In support of KCSO's strategic goal to "recruit, hire, train and promote the best people to provide high quality, professional and responsive service" the parties enter this agreement to extend the parties' Commissioned Employee Recruitment Bonus Program beyond 2021.

Agreement:

1. This Agreement shall be effective on January 1, 2023, and subject to ratification by the parties.
2. The Commissioned Employee Recruitment Bonus Program shall consist of three components:
 - a. A hiring bonus of \$15,000 for successful lateral hires into the position of Deputy Sheriff.
 - b. A hiring bonus of \$7,500 for successful new hires into the position of Deputy Sheriff.
 - c. A referral bonus of \$5,000 for bargaining unit members who refer candidates that are successfully hired into the position of Deputy Sheriff.
3. A lateral hire from another law enforcement agency that starts the application process and/or receives a job offer prior to the expiration this MOA or the cancellation of the Commissioned Employee Recruitment Bonus Program and is subsequently hired into the position of Deputy

Sheriff shall receive a lateral hire bonus of \$15,000 which shall be split into two payments. The first payment of \$5,000 shall be included in the first regular paycheck of the lateral hire and shall have no additional conditions. A lateral hire that was previously employed by KCSO as a Deputy Sheriff within 12 months of hire shall not be eligible for the lateral hire bonus.

The second payment of \$10,000 shall be included in the paycheck for the pay period in which the employee successfully completes their probation period and is conditioned upon remaining employed with KCSO for three years from the date of the paycheck in which they received the \$10,000 payment. Should the employee separate employment from KCSO prior to successful completion of the three-year period, except by reason of death or disability separation, the employee shall be required to return the \$10,000 payment.

4. New hires that start the application process and/or receives a job offer prior to the expiration this MOA or the cancellation of the Commissioned Employee Recruitment Bonus Program and is subsequently hired into the position of Deputy Sheriff shall receive a new hire bonus of \$7,500 which shall be split into two payments. The first payment of \$2,500 shall be included in the first regular paycheck of the new employee and is conditioned upon graduation from the academy. Should the employee fail to pass the academy, except by reason of death or disability separation, the employee shall be required to return the first payment.

The second payment of \$5,000 shall be included in the paycheck for the pay period in which the employee successfully completes their probation period and is conditioned upon remaining employed with KCSO for three years from the date of the paycheck in which they received the \$5,000 payment. Should the employee separate employment from KCSO prior to successful completion of the three-year period, except by reason of death or disability separation, the employee shall be required to return the \$5,000 payment.

5. A referral bonus of \$5,000 shall be paid to a bargaining unit member who refers a successful candidate for the position of Deputy Sheriff pursuant to the terms and conditions of MOA 000U0522, which the parties adopt by reference, including any extensions pursuant to the terms and conditions of that MOA.
6. King County will require individual employees to sign an Incentive Agreement to receive a recruitment bonus. Any repayment of monies required under the terms of this Agreement may be accomplished by the County by deducting from final paychecks and/or accrued leave cash outs. Any remaining balance will be due by the employee to the County at the time of separation.
7. All recruitment and referral bonuses shall be subject to all applicable payroll taxes and withholdings.
8. Any disputes regarding the interpretation or application of this Agreement shall be resolved pursuant to the applicable grievance procedure contained in the Parties' collective bargaining agreement.
9. The County may cancel the Commissioned Employee Recruitment Bonus Program at any time and in no event shall any referral or recruitment bonus be offered beyond December 31, 2024, unless otherwise specified in this agreement.

10. This Agreement shall expire on December 31, 2024, subject to the completion of the probation periods of all recruited or referred employees that are subject to the terms of this Agreement.

For the King County Police Officers Guild:

DocuSigned by:
Michael Mansanarez
5C7C202BB86147A...

Mike Mansanarez
President

10/16/2022

Date

For King County:

DocuSigned by:
Sasha Alessi
988D210A728E4E7...

Sasha Alessi
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

10/14/2022

Date