

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

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

11 **ARTICLE 1: PURPOSE**

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

16 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

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

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

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

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

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

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

13 **ARTICLE 3: MANAGEMENT RIGHTS**

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

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

1 J. Demote, transfer, discipline and discharge employees;

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

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

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

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

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

1 **ARTICLE 4: HOLIDAYS**

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

3

HOLIDAY:	COMMONLY CALLED:
4 First day of January	New Year's Day
5 Third Monday of January	Martin Luther King Jr.'s Day
6 Third Monday of February	President's Day
7 Last Monday of May	Memorial Day
8 Fourth day of July	Independence Day
9 First Monday of September	Labor Day
10 11th day of November	Veteran's Day
11 Fourth Thursday of November	Thanksgiving Day
12 Friday following the fourth Thursday in November	Day after Thanksgiving Day
13 25th day of December	Christmas Day

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

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

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

**ARTICLE 5: VACATIONS**

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

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

Maximum vacation accrual will be 480 hours.

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

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

1 any County sanctioned event approved by KCSO.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27           **a.** Provide the Command Staff reasonable advance notice of the need to take time off  
28 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a

1 reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain  
2 or the eventual death of the identified recipient.

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

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

9 **ARTICLE 7: GENERAL LEAVES**

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

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

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

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

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

28           **b. Sick leave hours.** An employee may donate a portion of his or her accrued sick

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

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

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

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

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

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

25 **Section 7.5. Executive Leave (EL).** Employees work in a bona fide executive/administrative  
26 capacity and as such, are exempt from the overtime provisions of the Fair Labor Standards Act  
27 (FLSA). Employees are expected to work the hours required to accomplish the duties of their  
28 positions. Based on their exemption from overtime pay, employees shall be granted ten days of

1 noncumulative paid EL each calendar year.

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

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

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

#### 14 **ARTICLE 8: WAGES**

15           **Section 8.1. 2019 Wage Differential.** Effective for 1/1/2019 the top step for Majors will be  
16 18% over the top step of Captains.

17           **Section 8.2. 2020 Wage Differential.** Effective 1/1/20, the top step for Majors will be 23%  
18 above top step for Captains.

19           **Section 8.3.** In the event the Captains' top base pay due is retroactively adjusted due to an  
20 interest arbitration award or agreement, the Majors' top base pay shall also be retroactively adjusted  
21 to no earlier than January 1, 2019, as provided under Sections 8.1 and 8.2.

22           **Section 8.4. Merit Pay.** For 2019, employees are eligible for merit pay based on their 2018  
23 performance rating in accordance with the County's Performance Appraisal and Merit Pay System  
24 Manual (Merit Plan), as amended.

25           **Section 8.5. Education Incentive.** Eligible employees will receive an education incentive as  
26 outlined in Addendum A.

27           **Section 8.6. Bus Pass.** The County agrees to maintain the current public transportation pass  
28 benefit and free ride home program for eligible employees for the term of this Agreement.

1 **ARTICLE 9: HOURS OF WORK**

2 *Section 9.1. Salaried Employees.* Employees are FLSA overtime exempt salaried employees  
3 and are expected to work the hours required to accomplish the duties of their position. Employees  
4 will not be assigned a specific shift (though they may be required to work certain “core hours”) but  
5 the parties agree that employees’ work schedules should provide a presence as well as supervision on  
6 each shift. Employees are allowed to flex their schedules as appropriate, after consultation with their  
7 supervisors.

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

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

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

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

19 **ARTICLE 11: MISCELLANEOUS**

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

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

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

27 *Section 11.4.* The parties agree that KCSO has the right to assign employees to perform work  
28 out of class. When assigned by the Sheriff /designee to perform the duties and responsibilities of a



1 higher classification, for a period of one day or more, employees shall be compensated at the first  
2 step of the salary range assigned to the classification under which they are acting or five percent over  
3 their current pay (whichever is greater) for the period of the assignment. Employees will not lose  
4 their longevity premium during any period of “acting assignment.”

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

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

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

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

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

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

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

25 **Section 11.12. Association/Management Meetings.** Association/Management meetings will  
26 be held with two representatives from the Association, two representatives from KCSO, and a  
27 representative from the Office of Labor Relations (OLR). One KCSO’s representative will be the  
28 Sheriff or designee, and one of the Association representative will be the Association President or

1 designee. These meetings may be more or less frequent, upon mutual agreement. The meetings  
2 should be held at a location and date/time that is convenient for all parties. The purpose of these  
3 meetings is to discuss in a collaborative manner department plans and goals, and any issues of  
4 concern to one of the parties. The parties shall notify one another of agenda items two days prior to  
5 the scheduled meeting. No agreement relating to any mandatory subject of bargaining reached at  
6 these meetings is binding unless reduced to writing.

7 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

27                   **Section 12.5. Procedures.** In those instances where disciplinary action is based on  
28 reasonable evidence of the commission of a crime, or the proposed discipline involves suspension or

1 termination of the employee, Step 2 of the Grievance Procedure will be initiated immediately.  
2 Employees who have been relieved of duty may request and shall have approved, the utilization of  
3 accrued vacation and/or holiday hours.

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

7 **ARTICLE 13: SAVINGS CLAUSE**

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

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

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

23 **Section 14.2.** Upon notification in writing by the County or KCSO to the Association that  
24 any of its members are engaged in a work stoppage, the Association shall immediately, in writing,  
25 order such members to immediately cease engaging in such work stoppage and provide the County  
26 and KCSO with a copy of such order. In addition, if requested by the County or KCSO, a responsible  
27 official of the Association shall publicly order such Association employees to cease engaging in such  
28 a work stoppage.

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

3                   1. Discharge.

4                   2. Suspension or other disciplinary action as may be applicable to such employee.

5 **ARTICLE 15: WAIVER CLAUSE**

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

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

15 **ARTICLE 16: TRANSFERS**

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

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

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

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

6 **Section 17.2.** KCSO must conduct an internal investigation that complies with GOM Chapter  
7 3 and due process protections generally afforded KCSO employees in order to sustain policy  
8 violations against a Major, or suspend or terminate a Major from employment. In criminal matters,  
9 an employee shall be afforded those constitutional rights available to any citizen.

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

11 1. “Interrogation” as used herein shall mean any questioning by an agent of the  
12 County who is investigating conduct by the employee being interrogated which could result in  
13 sustained violations, or suspension, or discharge from employment.

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

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

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

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

28 6. The employee shall not be subjected to any offensive language, nor shall he/she be

1 threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain  
2 his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall  
3 be made as an inducement to answer questions.

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

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

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

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

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

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

6 **ARTICLE 18: CIVILIAN REVIEW**

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

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

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

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

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

28 **Section 18.5.** The OLEO will have the opportunity to make a recommendation for mediation



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

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

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

22 **Section 18.8.** As a part of the review process, the Director of the OLEO may believe that  
23 additional investigation is needed on issues he/she deems material to the outcome. If there is any  
24 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or  
25 materiality of the requested additional investigation, the IIU Commander will determine whether  
26 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the  
27 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director  
28 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the

1 King County Executive, whose decision will be final. Once the matter has been referred to and  
2 resolved by the Executive, the investigation will be completed consistent with the determination by  
3 the Executive. After completion of the additional investigation, or the conclusion that no further  
4 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the  
5 Director of the OLEO, the internal investigation was thorough and objective. This determination will  
6 be made within five business days. Once the above finding is entered in the investigation, the OLEO  
7 will not be involved further in the processing of that case except as provided herein.

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

9 **Section 18.10.** The Association agrees to adopt the King County Police Officers Guild  
10 (KCPOG) 2017-2021 agreement on OLEO, thereby replacing this Article, at such time the KCPOG  
11 agreement is adopted by ordinance or a determination is made by an arbitrator pursuant to RCW  
12 41.56.450.

### 13 **ARTICLE 19: EARLY INTERVENTION SYSTEMS**

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

### 16 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

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

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

#### 28 **STEP 1**

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

7                           **STEP 2**

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

19                           **STEP 3**

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

27                       **b.** The appeal shall be considered by the PAS Review Board within 60 days. The  
28 PAS Review board shall consist of a total of six members, three selected by the Association and three

1 selected by KCSO. Each Board member must agree to spend a minimum of at least one-year on the  
2 Board. Any Board member who has been actively involved in conducting a performance appraisal of  
3 an employee appealing to the Board shall recuse him or herself from hearing the appeal of that  
4 employee.

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

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

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

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

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

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

25           **Section 20.4.** KCSO may use performance appraisals (absent any record of early  
26 interventions), along with other relevant information, in determining the appropriateness of  
27 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not  
28 appeal a performance appraisal used in making such determinations unless they do so within the

1 timelines provided by Step 3 above, provided that employees may contest the use of portions of a  
2 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged  
3 portions of the performance appraisal are not appealable pursuant to Section 20.3 above.

4 **ARTICLE 21: DURATION**

5 This contract shall become effective upon ratification by the Association and the conclusion  
6 of the approval process by King County through December 31, 2020. Unless otherwise provided in  
7 this Agreement, all changes effectuated by the Agreement shall be effective following the parties' full  
8 and final ratification of the Agreement.

9  
10 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

11  
12  
13  
14 By: \_\_\_\_\_  
15 King County Executive

16  
17 King County Sheriff's Office:

18  
19  
20 \_\_\_\_\_  
21 Mitzi Johanknecht  
22 Sheriff  
23 King County Sheriff's Office

24 PUGET SOUND POLICE MANAGERS  
25 ASSOCIATION:

26  
27 \_\_\_\_\_  
28 Jose Marenco, President

**Addendum A – Wage and Education**

	<b>2019</b>	<b>2020</b>
<b>Step</b>	<b>Annual Rate</b>	<b>Annual Rate</b>
1	\$133,356.10	\$144,074.62
2	\$139,837.21	\$151,076.64
3	\$143,193.30	\$154,702.48
4	\$146,629.94	\$158,415.34
5	\$150,149.06	\$162,217.31
6	\$153,752.64	\$166,110.53
7	\$157,442.70	\$170,097.18
8	\$161,221.32	\$174,179.51
9	\$165,090.64	\$178,359.82
10	\$169,052.81	\$182,640.46

**Education Incentive:**

**MINIMUM YEARS OF KING COUNTY LAW ENFORCEMENT SERVICE**

<b>Years</b>	<b>4+</b>
<b>Associate's Degree</b>	<b>2%</b>
<b>Bachelor's Degree</b>	<b>4%</b>
<b>Master's Degree</b>	<b>6%</b>

**ADDENDUM B**  
**TRANSITION TO BIWEEKLY PAY**

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

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

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

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

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

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

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

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