

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

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JANUARY 1, 2014 THROUGH DECEMBER 31, 2016 FOR REPRESENTED
BENEFITS-ELIGIBLE EMPLOYEES

AGREEMENT BETWEEN
PUGET SOUND POLICE MANAGERS ASSOCIATION
AND
KING COUNTY

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

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington (RCW 41.56).

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Association, as representing King County Sheriff's Office Captains and Lieutenants in the King County Sheriff's Office (Public Employment Relations Commission case number 21637-08-3352).

Section 2. It shall be a condition of employment that all regular, full-time employees in the classifications of King County Sheriff's Office Captain and King County Sheriff's Office Lieutenant shall become members of the Association and remain members in good standing or pay an agency fee to the Association. Timely payment of regular Association dues will constitute membership in good standing for the purpose of this article.

It shall also be a condition of employment that regular, full-time employees covered by this

1 Agreement and hired on or after its effective date shall, on the thirtieth day following such
2 employment, become and remain members in good standing in the Association or pay an agency fee
3 to the Association.

4 Provided, that employees with a bona fide religious objection to Association membership
5 and/or association based on the bona fide tenets or teachings of a church or religious body of which
6 such employee is a member shall not be required to tender those dues or initiation fees to the
7 Association as a condition of employment. Such employee shall pay an amount of money equivalent
8 to regular Association dues and initiation fee to a non-religious charity mutually agreed upon between
9 the public employee and the Association. The employee shall furnish written proof that payment to
10 the agreed upon non-religious charity has been made. If the employee and the Association cannot
11 agree on the non-religious charity, the Public Employment Relations Commission shall designate the
12 charitable organization. It shall be the obligation of the employee requesting or claiming the religious
13 exemption to show proof to the Association that he/she is eligible for such exemption. All initiation
14 fees and dues paid either to the Association or charity shall be for non-political purposes.

15 **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed by a
16 bargaining unit employee, the County shall have deducted from the pay of such employee, the amount
17 of dues as certified by the secretary of the Association and shall transmit the same to the treasurer of
18 the signatory organization.

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

23 **Section 4.** The County will require all new employees, who assume a position included in the
24 bargaining unit, to sign a form (in triplicate), which will inform them of the Association's exclusive
25 recognition.

26 **Section 5.** The County will transmit to the Association a current listing of all employees in
27 the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar
28 year. Such list shall include the name of the employee, classification, department, and salary.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 It is recognized that the Employer retains the right to manage the affairs of the County and to
3 direct the work force. Such functions of the Employer include, but are not limited to the following:

- 4 a. determine the mission, budget, organization, number of employees, and internal
5 security practices of the King County Sheriff's Office;
- 6 b. recruit, examine, promote, train, employees of its choosing, and determine the time
7 and methods of such action, discipline, suspend, demote, or dismiss employees for just cause;
- 8 c. assign and direct the work force;
- 9 d. develop and modify class specifications;
- 10 e. determine the method, materials, and tools to accomplish the work;
- 11 f. designate duty stations and assign employees to those duty stations;
- 12 g. establish reasonable work rules;
- 13 h. assign the hours of work;
- 14 i. take whatever actions may be necessary to carry out the Department's mission in
15 case of emergency;
- 16 j. Bi-Weekly Pay: The right to define and implement a new bi-weekly payroll system
17 is vested exclusively in King County. Implementation may include a conversion of wages and leave
18 benefits into hourly amounts and the parties recognize King County's exclusive right to make the
19 changes necessary to implement such payroll system.

20 In prescribing policies and procedures relating to personnel and practices, and to the
21 conditions of employment, the Employer will comply with state law to negotiate or meet and confer
22 with the Association, as appropriate.

23 All of the functions, rights, powers, and authority of the Employer not specifically abridged,
24 deleted, or modified by this Agreement are recognized by the Association as being retained by the
25 Employer.

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1. Observed Holidays:** The County shall observe the following as paid holidays:

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

15
16 In addition to the above, each employee will have two (2) personal holidays. These holidays
17 will be administered through the vacation plan. One personal holiday shall be added to the vacation
18 leave bank in the pay-period that includes the first day of October and one personal holiday will be
19 added in the pay-period that includes the first day of November of each year.

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

1 **ARTICLE 5: VACATIONS**

2 ***Section 1. Accrual - 40 Hour Employees:*** Regular full-time employees working 40 hours
3 per week shall receive vacation benefits as indicated in the following table:

| Full Years of Service | Maximum Annual Leave in Days |
|--------------------------------------|------------------------------------|
| Upon hire through end of Year 5 | 12 |
| Upon beginning of Year 6 | 15 |
| Upon beginning of Year 9 | 16 |
| Upon beginning of Year 11 | 20 |
| Upon beginning of Year 17 | 21 |
| Upon beginning of Year 18 | 22 |
| Upon beginning of Year 19 | 23 |
| Upon beginning of Year 20 | 24 |
| Upon beginning of Year 21 | 25 |
| Upon beginning of Year 22 | 26 |
| Upon beginning of Year 23 | 27 |
| Upon beginning of Year 24 | 28 |
| Upon beginning of Year 25 | 29 |
| Upon beginning of Year 26 and beyond | 30 |

23 Maximum vacation accrual will be 480 hours.

24 ***Section 2.*** Employees shall accrue and use vacation benefits consistent with King County
25 personnel rules.

26 ***Section 3.*** No employee shall be permitted to work for compensation for the County in any
27 capacity during the time when the employee is on vacation, except that the provisions of this section
28 shall not apply to employees who, in their capacity as commissioned, King County Sheriff's Office

1 Employees provide security for any King County sanctioned event approved by the Sheriff's office.

2 **Section 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. Forfeiture of Vacation:** Employees are responsible for requesting sufficient hours
5 of vacation leave, in accordance with Department policy, to ensure that they do not exceed the
6 maximum accrual levels. Employees must use vacation leave in excess of the maximum accrual
7 amount on or before the last day of the pay period that includes December 31 of each year. An
8 employee may continue to accrue vacation leave beyond the maximum specified herein, if as a result
9 of cyclical workloads or work assignments, the employee requested but was denied vacation leave
10 time. Employees who leave King County employment for any reason will be paid for their unused
11 vacation up to the maximum specified herein, except that employees who become disabled and retire
12 as a result thereof shall be paid for all unused vacation.

13 **Section 6.** In accordance with past practice, vacation shall be granted on a seniority basis
14 within each shift, squad or unit and shall be taken at the request of the employee with the approval of
15 the Division Commander or designee. Employees who are transferred involuntarily, and who have
16 already had their vacation request approved will be allowed to retain that vacation period regardless
17 of their seniority within the new shift, squad or unit to which they are transferred.

18 **Section 7. Vacation Payoff:** Vacation payoff upon termination from employment for any
19 reason shall be calculated by utilizing the employee's base wages as set forth herein and shall also
20 include educational/longevity incentive pay.

21 **Section 8. Vacation Transfer:** Employees may transfer a portion of their accrued vacation to
22 other employees consistent with King County ordinance K.C.C. 3.12.223; Ordinance 12014 Section
23 22 policy and procedures.

24 **Section 9. Leave Cancellation:** If the Employer cancels approved leave and the affected
25 employee has incurred non-refundable or unusable expenses in planning for the same, the employee
26 shall be reimbursed by the County for those expenses. Any employee called back to duty once leave
27 has begun shall be reimbursed for round trip transportation costs in returning to duty.

ARTICLE 6: SPECIAL LEOFF I LEAVE BANK AND RELATED LEOFF I LEAVES

Section 1. Establishment of SLLB: Effective January 1, 1984 LEOFF I employees will discontinue the accrual of sick leave. Individual sick leave accounts in place as of December 31, 1983 were reduced by fifty percent (50%) with the remaining fifty percent (50%) being converted to a Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury will henceforth be covered by disability leave (R.C.W. 41.26.120).

Section 2. SLLB use:

a. The hours in the individual SLLB may be used as vacation pursuant to Article 5, Vacations, Sections 3, 4, and 8, of this agreement. Additionally, upon filing an application for disability leave/retirement, SLLB hours may be used as the basis for continuing to receive an allowance equal to regular pay during the period of time between the initial date of illness or injury, and the date of final disposition made by either the local disability board or the State Retirement System. In the event that the application for disability leave/retirement is ultimately denied by the local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance then in effect.

b. If the local disability board denies disability benefits or retirement benefits, the King County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board is received by the Department.

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

Section 3. SLLB payoff: Upon service retirement, death after at least five (5) years of continuous King County service, or separation in good standing after completion of twenty (20) years of continuous King County service, the existing balance of hours in the individual SLLB as of the date of such retirement or separation shall be paid to a maximum of fifty (50) days (400 hours).

Section 4. Family Care and Bereavement Leave:

a. Regular, full time LEOFF I employees shall be entitled to three (3) working days (24 hours) of bereavement leave for each death of a member of the employee's immediate family.

1 “Immediate family” for purposes of bereavement leave is defined as follows: the employee’s
 2 children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and the children,
 3 parents, siblings, grandchildren and grandparents of the employee’s spouse or domestic partner.

4 b. Three (3) paid leave days (24 hours per instance) may be granted to an employee
 5 due to a requirement to care for immediate family members who are seriously ill. No more than six
 6 (6) days of such leave may be used for this purpose per calendar year. Written verification for family
 7 care leave may be requested by management. This verification will include: 1) nature and severity of
 8 illness or injury; 2) relationship of immediate family member; and 3) a statement indicating that no
 9 other person is available and/or capable of providing care for the ill or injured family member. In
 10 addition, family care leave shall be approved for accompanying or transporting immediate family
 11 members to and from a hospital or to medical or dental appointments, providing the immediate family
 12 member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the
 13 employee’s aid. Up to one day’s leave may be authorized for an employee to be at the hospital on the
 14 day of the birth of his/her child in addition to the six (6) days mentioned above.

15 c. In cases of family care where no paid leave benefit exists, the employee will be
 16 granted leave under the King County Code, King County Family Medical Leave (KCFML), Federal
 17 Family Medical Leave (FMLA) or Washington State Family Care Act, as appropriate. This includes
 18 health benefits continuation as required by King County, State, or Federal law.

19 d. “Family member” for purposes of KCFML means: the employee’s spouse or
 20 domestic partner, the child or parent of the employee or the employee’s spouse or domestic partner, or
 21 an individual who stands or stood in loco parentis to the employee, the employee’s spouse or
 22 domestic partner.

23 **ARTICLE 7: SICK LEAVE**

24 *Section 1. Accrual:* Full-time regular employees, and part-time regular employees who
 25 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each
 26 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Employees
 27 shall accrue sick leave from their date of hire in a leave eligible position. The employee is not
 28 entitled to sick leave if not previously earned.

1 **Section 2. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits
2 accrued by an employee.

3 **Section 3. Doctor's certificate Verification of Illness:** Department Management is
4 responsible for the proper administration of the sick leave benefit. A doctor's certificate verifying
5 illness or inability to perform work may be required of an employee for any sick leave use when the
6 County has cause to believe there has been an abuse of sick leave. The county will make a reasonable
7 effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

8 **Section 4. Separation from Employment:** Separation from King County employment,
9 except by retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
10 leave currently accrued to the employee. Should the employee resign in good standing or be laid off
11 and return to the County within two years, accrued sick leave shall be restored.

12 **Section 5. Other Than County Employment:** Sick leave because of an employee's physical
13 incapacity shall not be approved where the injury is directly traceable to employment other than with
14 the County.

15 **Section 6. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have
16 successfully completed at least five (5) years of county service and who retire as a result of length of
17 service, or who leave County employment in good standing after twenty-five (25) years or more, or
18 who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW
19 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick
20 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment
21 less mandatory withholdings. All payments shall be made based on the employee's base rate as set
22 forth herein, and there shall be no deferred sick leave reimbursement. This sick-leave cash-out is
23 subject to any determination by bargaining unit members to have their funds placed in Voluntary
24 Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service,
25 as set forth in the King County Code. Such determination is applicable to all members of the
26 bargaining unit.

27 **Section 7. Special Sick Leave:** All LEOFF II employees shall be provided with eighteen (18)
28 days special sick leave, which shall be used only to supplement the employee's industrial insurance

1 benefit should the employee be injured on the job during his or her first calendar year on the job. The
2 special sick leave shall not be used until three (3) days of regular sick leave have been used for each
3 incident of on-the-job injury. In the event the employee has no accrued sick leave, the special sick
4 leave shall be immediately available for an on-the-job injury. During the second year of employment,
5 and for all succeeding years, all LEOFF II employees shall be provided with eighteen (18) days
6 special sick leave which shall only be utilized in the circumstances as herein described. Special sick
7 leave is non-cumulative, but is renewable annually.

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

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

21 The Special Worker's Compensation Supplement shall be reduced by the amount of any State
22 legislatively mandated increase in benefits for LEOFF II employees which occur during the term of
23 this contract. The contract provision for Special Worker's Compensation Supplement shall
24 automatically cease to be in effect on the expiration date of this contract, regardless of whether a
25 successor agreement has been negotiated or is in the process of being negotiated, mediated and/or
26 arbitrated.

27 **Section 9. Uses of Sick Leave:** Employees are eligible to use accrued sick leave for the
28 following reasons:

- 1 a. Employee illness;
- 2 b. Noncompensable injury of an employee (e.g., those injuries generally not eligible
- 3 for worker's compensation payments);
- 4 c. Employee disability due to pregnancy or childbirth;
- 5 d. Employee exposure to contagious diseases and resulting quarantine;
- 6 e. Employee keeping medical, dental, or optical appointments;
- 7 f. In accordance with the FMLA, King County Code and relevant state law, including
- 8 but not limited to the Family Care Act – consistent with Section 10 below;
- 9 g. Up to three (3) days of sick leave may be used per year with advance approval from
- 10 the Sheriff's Office, to volunteer at the employee's children's school, consistent with King County
- 11 Personnel Guidelines.

12 ***Section 10. Family Care and Bereavement Leave:***

- 13 a. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
- 14 of bereavement leave a year due to death of members of their immediate family.
- 15 b. Regular, full-time employees who have exhausted their bereavement leave, shall be
- 16 entitled to use sick leave in the amount of three (3) days (24 hours) for each additional instance when
- 17 death occurs to a member of the employee's immediate family.
- 18 c. Up to one day's absence of sick leave may be authorized for an employee to be at
- 19 the hospital on the day of the birth of his/her child.
- 20 d. LEOFF II employees in this bargaining unit shall enjoy the benefits set forth in
- 21 King County Code 3.12.220, King County's Family and Medical Leave (KCFML) Ordinance.
- 22 "Family member" for purposes of KCFML means: the employee's spouse or domestic partner, the
- 23 child or parent of the employee's spouse or domestic partner, or an individual who stands or stood in
- 24 loco parentis to the employee, the employee's spouse or domestic partner.
- 25 e. "Immediate Family" for purposes of bereavement leave is defined as: the
- 26 employee's children, parents, siblings, grandchildren, grandparents, spouse or domestic partner, and
- 27 the children, parents, siblings, grandchildren and grandparents of the employee's spouse or domestic
- 28 partner.

1 **Section 11.** Holidays or regular days off falling within the prescribed period of absence shall
2 not be charged against accrued sick leave.

3 **ARTICLE 8: WAGE RATES**

4 **Section 1. Wage Rates:** Beginning on January 1, 2013, wage rates are set forth in
5 Addendum A.

6 **Section 2. Salary upon reinstatement:** Employees who are reinstated pursuant to Civil
7 Service Rules within one calendar year of the date they left County service shall, upon reinstatement,
8 be compensated at Step 1 of their respective pay range. Upon successful completion of six (6)
9 months actual service, after reinstatement, they shall be compensated at the appropriate wage step
10 based upon their total service (prior service plus current service).

11 Employees who are reinstated pursuant to Civil Service Rules within two (2) calendar years
12 shall, upon reinstatement, be compensated at Step 1 of their respective range. Upon successful
13 completion of twelve (12) months actual service, after reinstatement, they shall be compensated at the
14 appropriate wage step based upon their total service (prior service plus current service).

15 In order to receive credit for prior service under this Section, employees must receive an
16 overall rating of "Meets Standards" or better on all performance evaluations during the six (6) month
17 or one (1) year period respectively.

18 **ARTICLE 9: HOURS OF WORK**

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

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

25 **Section 1.** King County presently participates in group medical, dental, and life insurance
26 programs, as stated in the 2014-2016 Memorandum of Agreement (Insurance Benefits Memorandum
27 of Agreement) between the County and the Joint Labor Management Insurance Committee (Attached
28 as Addendum C) with the following exceptions:

1 a) The recommendations of the panel of subject matter experts as outlined in
 2 paragraph 10 and 11 of the Insurance Benefits MOA shall not be final and binding on the Association
 3 or County. Should the Association or the County disagree with the decision of the dispute resolution
 4 panel regarding plan design changes or premium share/employer contribution increases, the parties
 5 agree to reopen negotiations on the issue of plan design changes or premium share
 6 contributions/employer contribution increases pursuant to the applicable requirements of RCW 41.56
 7 et. seq. Should the Association or County desire to reopen negotiations a written demand to bargain
 8 must be provided to the other party within five business days from the date the panel makes their
 9 decision in paragraphs 10 or 11 of the Insurance Benefits MOA.

10 b) The Association shall be not bound to the terms of the Insurance Benefits MOA
 11 beyond the expiration of this Agreement. The County agrees to maintain a plan during the term of
 12 this Agreement, provided that the Association and the County agree that the County may implement
 13 changes to employee insurance benefits to which the Joint Labor Management Insurance Committee
 14 has agreed.

15 ***Section 2. Access To Information:*** The County shall provide access to all information
 16 necessary to assess the benefit levels provided under the current plan, alternative benefits which
 17 might be available, the cost of those benefits, and the savings which could result from cost
 18 containment measures. The County shall use its best efforts to cause its insurance carriers to provide
 19 such information to the committee.

20 **ARTICLE 11: MISCELLANEOUS**

21 ***Section 1.*** An employee elected or appointed to office with the Association that requires a
 22 part or all of his/her time shall be given leave of absence up to one (1) year without pay upon
 23 application.

24 ***Section 2.*** All employees who have been authorized to use their own transportation on
 25 County business shall be reimbursed at the rate established by the County.

26 ***Section 3.*** Employees who are directly involved with proceedings before the Civil Service
 27 Commission may be allowed to attend without loss of pay provided prior permission is granted by the
 28 Department Director or designee.

1 **Section 4.** The parties agree that the Sheriff's Office has the right to assign Employees to
2 perform work out of class. When assigned by the Sheriff to perform the duties and responsibilities of
3 a higher classification, for a period of one (1) day or more, Employees shall be compensated at the
4 first step of the salary range assigned to the classification under which they are acting or five (5)
5 percent over their current Employees pay (whichever is greater) for the period of the assignment.
6 Employees will not lose their longevity premiums during any period of "acting assignment."

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

11 **Section 6.** Employees who suffer a loss or damage, in the line of duty, to personal property
12 and/or clothing, will have same repaired or replaced at Department expense provided however, that
13 reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to
14 \$150 per incident.

15 **Section 7.** Off-duty employment shall be in accord with the Department Manual provided,
16 however, the Department shall not require a "hold harmless" agreement for such employment or
17 liability insurance of the off-duty employer.

18 **Section 8.** The employer agrees to make available up to six hundred rounds of ammunition
19 per year to each employee. Further, the department agrees to take the necessary measures to insure
20 that employees on the graveyard shift can obtain the ammunition upon request. Each eligible
21 employee shall be allowed to draw up to 200 rounds at a time provided, however, that any
22 ammunition drawn by the employee shall be used by the employee.

23 **Section 9.** Employees shall have the right to examine their personnel file upon request during
24 normal business hours.

25 **Section 10.** All commissioned employees shall be furnished required uniforms and
26 equipment, and shall be furnished all replacement items of uniforms and equipment on an as-needed
27 basis.

28 **Section 11. Jury Duty:** An employee required by law to serve on jury duty shall continue to

1 receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so
2 assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
3 forwarded to the Comptroller. When an employee is notified to serve on jury duty, he/she will inform
4 his/her immediate supervisor as soon as possible, but not later than two weeks in advance, regarding
5 the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of
6 regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

7 When the total required assignment to jury duty has expired, the employee will return to
8 regular duties provided: there must be a minimum of twelve (12) hours between the time the
9 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an
10 employee shall not be required to report to his/her shift at the conclusion of the twelve (12) hour
11 break if there are less than four (4) hours remaining on the shift. Notwithstanding the above,
12 employees assigned to day shift, who have four (4) or more hours remaining on their shift at the time
13 of release or dismissal from jury duty, shall report to duty at the time of release or dismissal.

14 **Section 12.** Employees will not be required to drive unsafe vehicles.

15 **Section 13.** In the event that METRO will no longer allow law enforcement officers to ride
16 free of charge, the County will provide METRO bus passes at no cost for the employee.

17 **Section 14. Association/Management Meetings:** Association/Management meetings will be
18 held with two representatives from the Association, two representatives from the King County
19 Sheriff's Office, and a representative from King County Labor Relations. One of the King County
20 Sheriff's Office representative will be the King County Sheriff (or designee), and one of the
21 Association representative will be the Association President (or designee). These meetings may be
22 more or less frequent, upon mutual agreement. The meetings should be held at a location and
23 date/time that is convenient for all parties. The purpose of these meetings is to discuss in a
24 collaborative manner department plans and goals, and any issues of concern to one of the parties. The
25 parties shall notify one another of agenda items two days prior to the scheduled meeting. No
26 agreement relating to any mandatory subject of bargaining reached at these meetings is binding unless
27 reduced to writing.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2 ***Section 1. Definition:*** Grievance - a dispute as to the interpretation or application of an
3 express term of this Agreement. Written reprimands are not subject to Step 4 of this procedure.

4 ***Section 2. Procedure:***

5 ***Step 1 - Immediate Supervisor:*** A grievance shall be presented in writing by the
6 aggrieved employee and his/her Association representative, within fourteen (14) calendar days of the
7 occurrence of such grievance, to the employee's immediate supervisor. The immediate supervisor
8 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within
9 twenty (20) working days. If a grievance is not pursued to the next level within five (5) working
10 days, it shall be presumed resolved.

11 ***Step 2 - Sheriff-Director:*** If, after thorough evaluation, the decision of the supervisor
12 has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to
13 the Sheriff-Director. All letters, memoranda, and other written materials previously submitted to
14 lower levels of supervision shall be made available for the review and consideration of the Sheriff-
15 Director. He/she may interview the employee and/or his/her representative and receive any additional
16 related evidence which he/she may deem pertinent to the grievance. He/she shall make his/her
17 written decision available within twenty (20) working days. If the grievance is not pursued to the
18 next higher level within five (5) working days, it shall be presumed resolved.

19 ***Step 3 - Office of Labor Relations:*** If the decision of the Sheriff-Director has not
20 resolved the grievance the grievance may be presented to the Office of Labor Relations, which shall
21 render a decision on the grievance within twenty (20) working days.

22 ***Step 4 - Request for Arbitration:*** Either the County or the Association may request
23 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which
24 it wishes arbitrated except that written reprimands are not subject to Step 4 of the grievance
25 procedure. The parties shall then select a third disinterested party to serve as an arbitrator. In the
26 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
27 panel of 11 arbitrators furnished by the American Arbitration Association AAA Dispute Resolution
28 Panel. The arbitrator will be selected from the list by both the County representative and the

1 Association representative each alternately striking a name from the list until one name remains. The
2 arbitrator shall render a decision within 30 days and the decision of the arbitrator shall be final and
3 binding on both parties.

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

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

9 No matter may be arbitrated which the County by law has no authority over, has no authority
10 to change, or has been delegated to any civil service commission or personnel board as defined in
11 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

12 There shall be no strikes, cessation of work, or lockout during such conferences or arbitration.
13 Time restrictions may be waived by consent of both parties.

14 **Section 3. Multiple Procedures:** If employees have access to multiple procedures for
15 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
16 procedures; selection is to be made no later than at the conclusion of Step 3 of this grievance
17 procedure.

18 **Section 4. Procedures:** A grievance challenging a disciplinary transfer may be appealed
19 directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In conducting
20 disciplinary investigations, the County will comply with all relevant ordinances and departmental
21 rules, and additionally will allow an employee who is the subject of a disciplinary interview or
22 hearing to privately confer with an Association representative during the interview or hearing. In
23 those instances where disciplinary action is based on reasonable evidence of the commission of a
24 crime, or the proposed discipline involves suspension or termination of the employee, Step 3 of the
25 Grievance Procedure will be initiated immediately, and the Office of Labor Relations shall render a
26 decision within twenty (20) working days of the date the employee is accused of the violation or is
27 relieved of duty. Employees who have been relieved of duty may request and shall have approved,
28 the utilization of accrued vacation and/or holiday hours.

1 **Section 5. Just Cause Standard:** No employee may be discharged, suspended without pay or
2 disciplined in any way except for just cause. In addition, the County will employ the concept of
3 progressive discipline.

4 **Section 6. Probationary Period:** All newly hired and promoted employees must serve a
5 probationary period of one year as defined in R.C.W. 41.14 and Civil Service Rules. Sheriff's Civil
6 Service Rules specify that the probationary period is an extension of the hiring process; therefore, the
7 provisions of this Article will not apply to employees if they are discharged during their initial
8 probationary period or are demoted during the promotional probationary period for not meeting the
9 requirements of the classification. Grievances brought by probationary employees involving issues
10 other than discharge or demotion may be processed in accordance with this Article.

11 **Section 7. Parties to the Agreement:** In as much as this is an agreement between the County
12 and the Association, no individual may without Association concurrence, make use of the provisions
13 of this Article.

14 **ARTICLE 13: ASSOCIATION USE OF BULLETIN BOARDS AND INTERNET**

15 The employer agrees to permit the Association to post on County bulletin boards, the
16 announcement of meetings, election of officers, and any other Association material. The employer
17 agrees to permit the Association the use of County e-mail to post the announcement of meetings,
18 election of officers, and collective bargaining materials. The Association agrees to follow the
19 County's e-mail policy as per Memorandum of Agreement (Document Code: 000U0108), "Internet
20 Technology Acceptable Use Policies" (Attached as Addendum B with MOA attachments; Document
21 Code: 181C0113_Addendum B_000U0108.pdf), to the extent that it does not conflict with this
22 Article.

23 **ARTICLE 14: SAVINGS CLAUSE**

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

1 force and effect.

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

3 *Section 1.* The parties agree that the public interest requires efficient and uninterrupted
4 performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any
5 conduct contrary to this objective. Specifically, the Association shall not cause or condone any work
6 stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick
7 leave absence which is not bonafide, or other interference with County functions by employees under
8 this Agreement and should same occur, the Association agrees to take appropriate steps to end such
9 interference. Any concerted action by any employees in any bargaining unit shall be deemed a work
10 stoppage if any of the above activities have occurred.

11 *Section 2.* Upon notification in writing by the County to the Association that any of its
12 members are engaged in a work stoppage, the Association shall immediately, in writing, order such
13 members to immediately cease engaging in such work stoppage and provide the County with a copy
14 of such order. In addition, if requested by the County, a responsible official of the Association shall
15 publicly order such Association employees to cease engaging in such a work stoppage.

16 *Section 3.* Any employee who commits any act prohibited in this article will be subject to the
17 following action or penalties:

18 1. Discharge.

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

20 **ARTICLE 16: WAIVER CLAUSE**

21 The parties acknowledge that each has had the unlimited right within the law and the
22 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
23 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
24 Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement,
25 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
26 not specifically referred to or covered in this Agreement.

27 The parties agree that in the event they enter into memoranda of understanding during the life
28 of this agreement, such agreements are binding when signed by authorized representatives of the

1 parties. No ratification process is required.

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

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

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

9 **ARTICLE 18: TRANSFERS**

10 ***Section 1. Request for Transfer:*** Employees may submit written requests for transfer or
11 reassignment to another division, shift, squad, or unit and such requests shall be given full
12 consideration by the Department.

13 ***Section 2. Involuntary Transfers:*** When an employee is transferred or reassigned
14 involuntarily and such transfer or reassignment produces significant hardship on the employee or
15 his/her family due to excess travel time, expense, or other factors, the Department will give full
16 consideration to these factors and respond to viable alternatives proposed by the employee or the
17 Union with written justification for the transfer. Employees will be given 14 calendar days notice
18 prior to the actual permanent transfer. Transfers due to exigent circumstances may occur as soon as
19 necessary.

20 ***Section 3. Disciplinary Transfers:*** When a transfer is used as a disciplinary sanction, it shall
21 be subject to the grievance procedure and just cause provisions of Article 12.

22 **ARTICLE 19: BILL OF RIGHTS**

23 In criminal matters, an employee shall be afforded those constitutional rights available to any
24 citizen. In investigative matters relating to job performance, the following guidelines shall be
25 followed:

26 ***Section 1.*** "Interrogation" as used herein shall mean any questioning by an agent of the
27 County who is investigating conduct by the employee being interrogated which could result in
28 suspension, demotion, or discharge.

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

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

6 **Section 4.** Any interrogation (which shall not violate the employee's constitutional rights)
7 shall take place at the King County Sheriff's Office, except when impractical. The employee shall be
8 advised of their right to representation and afforded an opportunity and facilities to contact and
9 consult privately with an attorney of their own choosing and that person may be present during the
10 interrogation, but may not participate in the interrogation except to counsel the employee.
11 Additionally, an employee shall be advised of their right to and shall be allowed Association
12 representation to the extent allowed by law.

13 **Section 5.** The questioning shall not be overly long and the employee shall be entitled to such
14 reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and
15 rest periods.

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

20 **Section 7.** The Employer shall not require any employee covered by this Agreement to take or
21 be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph
22 evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

23 **Section 8.** There shall be an Association representative present as an ex officio observer on
24 accident review boards, shooting review boards, or use of force review boards. The Employer will
25 provide the Association with copies of the findings of all review boards.

26 **Section 9.** Administrative Investigations must be completed within 180 days of the matter
27 coming to the Internal Investigations Unit (IIU). In the event the Sheriff believes an extension
28 beyond 180 days is necessary, and the County establishes that it has acted with due diligence and the

1 investigation could not reasonably be completed, the Sheriff will contact the Association prior to the
 2 expiration of the 180 days advising of the need for extra time. Any extension based on the
 3 unavailability of witnesses shall include a showing that the witness is expected to become available in
 4 a reasonable period of time, however the reasonableness of the timeframe will be gauged by assessing
 5 the seriousness of the alleged conduct and the importance of the missing information.

6 a. The 180 day period shall be suspended when there is a decision by the Executive
 7 requesting an inquest until the inquest is completed, and also when a complaint involving alleged
 8 criminal conduct is being reviewed by a prosecuting authority, is being prosecuted at the local, state
 9 or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally
 10 investigated or prosecuted in that jurisdiction. In cases of an officer involved in a fatal incident, the
 11 180 day period will commence when the completed criminal file is provided to the Prosecuting
 12 Attorney.

13 (1) In the event an outside agency conducts a criminal investigation of a matter
 14 within the jurisdiction of the County, and the Sheriff's Office receives the completed criminal file
 15 with less than sixty (60) days remaining for the administrative investigation, the Sheriff's Office will
 16 have up to an additional sixty (60) days to complete its administrative investigation.

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

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

22 **ARTICLE 20: EXECUTIVE LEAVE**

23 *Section 1.* Employees in the position of Employee work in a bona fide
 24 executive/administrative capacity and as such, are exempt from the overtime provisions of the Fair
 25 Labor Standards Act. Employees are expected to work the hours required to accomplish the duties of
 26 their positions.

27 Based on their exemption from overtime pay, Employees shall be granted ten (10) days of
 28 noncumulative paid Executive Leave each calendar year.

1 **Section 2.** An employee appointed to the rank of Employee after January 1st of any calendar
 2 year shall, for the calendar year in which appointed, be granted a prorated share of the ten (10) days of
 3 Executive Leave based upon the number of full pay periods remaining in that calendar year. Such
 4 prorated share shall accrue immediately upon appointment.

5 **Section 3.** Executive Leave shall be administered in the same manner as vacation leave.
 6 Such leave shall not accumulate from year to year. It must be used in the calendar year in which it is
 7 granted, or it will be lost. There shall be no cash out of Executive Leave.

8 **ARTICLE 21: ALTERNATIVE WORK SCHEDULES**

9 Nothing in this agreement shall preclude employees from working an alternative work
 10 schedule. Alternative work schedules shall be negotiated by the Association and must have
 11 departmental and Human Resources Division of the Department of Executive Services approval.
 12 Denial of an alternative work schedule by the Department shall not be subject to the grievance
 13 procedure.

14 **ARTICLE 22: ON CALL DUTY OFFICER LEAVE**

15 **Section 1.** The assignment of Command Duty Officer (CDO) requires flexible work hours so
 16 that the CDO is available on a 24 hour, 7 days per week basis. All personnel assigned as CDO are
 17 expected to work at least four (4) hours graveyard shift (2200 to 0600 hours) during their assigned
 18 CDO week days (Monday – Friday). An employee typically receives two weekly CDO assignments
 19 per year. Recognizing that Employee's core hours are primarily dayshift hours, effective January 1,
 20 2011, Employees will receive two (2) days of On Call Duty Officer Leave for the CDO assignment.

21 **Section 2.** On Call Duty Officer Leave shall be administered in the same manner as
 22 Executive Leave, and will be available to Employees on January 1st of each year. Should
 23 Management change the CDO work hour's requirement at any time during a calendar year, the CDO
 24 Leave previously credited will remain in effect for that year. If in the subsequent year the CDO hours
 25 requirement is changed so that no change in normal or core work hours is required, then no member
 26 will be due the leave.

27 **ARTICLE 23: CIVILIAN REVIEW**

28 The King County Office of Law Enforcement Oversight (OLEO) will provide a professional

1 presence to help ensure a quality investigation in real time, and visible, independent oversight to
2 reassure the public.

3 **Section 1.** The OLEO will actively monitor all Sheriff's Office internal investigations. In
4 addition, OLEO may monitor any incidents involving an officer's use of force, and Critical Incidents.
5 Critical Incidents include the use of deadly force, officer-involved shootings, uses of force (including
6 intentional use of a vehicle) or vehicular pursuits resulting in death or injury requiring hospitalization,
7 and in-custody deaths.

8 Periodically, the King County Council may certify an issue outside the scope of authority
9 outlined above. The Council may certify such issue by majority vote if events or facts highlight the
10 issue as one of concern to the public.

11 **Section 2.** The OLEO may receive complaints from any complaining party, including,
12 without limitation, citizens or employees of the Sheriff's Office. The OLEO will forward all
13 complaints to the Internal Investigations Unit (IIU) within three business days for processing and,
14 when appropriate, investigation. The OLEO will not conduct independent disciplinary investigations,
15 but may participate in interviews as provided herein.

16 **Section 3.** OLEO staff shall be timely notified of and have the opportunity to attend scenes of
17 Critical Incidents requiring call out of the Criminal Investigations Division (CID) and the
18 administrative investigation team. OLEO staff shall be stationed at the Command Post and interact
19 with the administrative team as liaison with the CID. After the initial investigation is complete and
20 scene secured, a representative from the CID will escort the OLEO representative through the scene.

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

24 **Section 5.** In addition to complaints received by the OLEO, IIU will provide copies of all
25 other complaints to the OLEO within three business days. Once the case is closed, the OLEO will
26 return all case file materials and any other records to IIU for retention, including copies. The OLEO
27 will have subsequent access to closed cases for up to two years solely for reporting purpose, unless
28 there is a legitimate business necessity to review older files.

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

14 **Section 7.** Once any complaint is received by the IIU, it shall be submitted to the chain of
15 command for review pursuant to the King County General Orders Manual Policy. When either the
16 Sheriff or her/his designee determines that the allegations warrant investigation, such investigation
17 shall be approved, and IIU will initiate the investigative process.

18 **Section 8.** IIU will notify the OLEO of all administrative interviews on all complaints of a
19 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints
20 originating at the OLEO. A single OLEO representative from the OLEO may attend and observe
21 interviews, and will be given the opportunity to ask questions that are within the scope of permissible
22 investigative questioning after the completion of questioning by the Sheriff's Office. The OLEO will
23 not participate in criminal investigations of Sheriff's Office employees in any way, and will not be
24 notified of any part of the criminal investigation until the criminal investigation is concluded. At that
25 point, the file shall be provided to the OLEO.

26 **Section 9.** Upon completion of internal investigations, IIU will forward a complete copy of
27 the case file to the OLEO for review. The OLEO will determine, in writing, whether the investigation
28 was thorough and objective in the opinion of the Director of the OLEO.

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

15 **Section 11.** All final disciplinary decisions will be made by the Sheriff.

16 **Section 12.** The OLEO will be provided a copy of any letter or other notification to an officer
17 informing them of actual discipline imposed as a result of an internal affairs investigation or the
18 Notice of Finding in the event that the complaint is not sustained.

19 **Section 13.** The OLEO will be notified by IIU within five (5) business days of case closure of
20 all complaints of a Serious Matter and all complaints originally filed with the OLEO. The OLEO, in
21 addition to the Sheriff's Office's written Notice of Finding letter to the complainant, may send a
22 closing letter to the complainant. The letter may summarize the case findings within the context of
23 this Article.

24 **Section 14.** Any complaining party who is not satisfied with the findings of the Sheriff's
25 Office concerning their complaint may contact the OLEO to discuss the matter further. However,
26 unless persuasive and probative new information is provided, the investigation will remain closed. In
27 accordance with established arbitral case law, employees may not be subject to discipline twice for
28 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate

1 burden of establishing compliance with this section rests with the County in any subsequent challenge
2 to the discipline. Moreover, this section is subject to the 180 day limitation contained in Article 19,
3 Section 9 of this Agreement.

4 **Section 15.** In addition to the investigative process, the OLEO will have unimpeded access to
5 all complaint and investigative files for auditing and reporting purposes. The OLEO shall not retain
6 investigative files beyond one year and will return the same to IIU for safekeeping. At all times and
7 including, without limitation, issuing written reports, no employee of the OLEO will release the
8 name(s) of employees or other individuals involved in incidents or investigations nor any other
9 personally identifying information. The OLEO may make statistical observations regarding the
10 disciplinary results of sustained internal investigations, but shall not take issue with discipline
11 imposed by the Sheriff in specific cases. The parties agree that this Agreement does not prohibit
12 OLEO from having access to previously reviewed records after one year should another complaint
13 involving the same employee be filed.

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

19 **ARTICLE 24: EARLY INTERVENTION SYSTEMS**

20 **Section 1.** The County shall implement an Early Intervention System. The Early Intervention
21 System will be designed as an integral component of the Department's performance appraisal
22 process. Any documentation of the application of the Early Intervention System to any member of
23 the bargaining unit will not be recorded in any manner in that employee's performance appraisal
24 forms. The parties recognize that, because Early Intervention is integrally related to the performance
25 review process, any documentation involving an officer's identification for or participation in the
26 program will be confidential and not subject to public disclosure.

27 **Section 2.** The Early Intervention System will be a data-based management tool designed to
28 identify employees whose performance exhibits potential problems. In response to identified issues,

1 the County shall provide interventions (usually counseling or training) to correct those concerns. The
2 Early Intervention System is only intended to identify performance problems that do not warrant
3 disciplinary action but suggest that an employee may be having problems dealing with workplace
4 issues. The "alerts" generated by the system shall not become permanent records themselves, and
5 will not be retained on the system longer than 90 days.

6 **Section 3.** The Early Intervention System shall be completely separate from the disciplinary
7 system. Neither IIU nor the King County Office of Law Enforcement Oversight (OLEO) shall have
8 access to early intervention records of any kind. An intervention is not discipline. It will be designed
9 to help 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 Association.

13 **Section 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 Association will be provided thirty (30) days advance notification when the KCSO has selected
16 the list of indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors.
17 The KCSO will meet to discuss the indicators with the Association upon request and discharge its
18 obligation to bargain, if any, that the law requires.

19 **ARTICLE 25: PERFORMANCE EVALUATIONS**

20 **Section 1.** An annual performance appraisal shall be conducted by the employee's immediate
21 supervisor.

22 **Section 2.** The employee's immediate supervisor shall meet with the employee for the
23 purpose of presenting feedback about job performance. Performance appraisals shall not include
24 references to acts of alleged misconduct that were investigated and unfounded, exonerated or not
25 sustained, or sustained and reversed on appeal. The employee shall be given an opportunity to
26 provide written comments on the final appraisal including, but not limited to, agreement or
27 disagreement with the information presented. The employee shall sign the appraisal to acknowledge
28 receipt. Signing the appraisal shall not infer agreement with the review.

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

3 **STEP 1**

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

10 **STEP 2**

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

22 **STEP 3**

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

1 PAS Review Board as a preliminary matter.

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

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

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

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

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

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

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

26 **Section 4.** The Department may use performance appraisals (absent any record of early
27 interventions), along with other relevant information, in determining the appropriateness of
28 promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not


1 appeal a performance appraisal used in making such determinations unless they do so within the
2 timelines provided by Step 3 above, provided that employees may contest the use of portions of a
3 performance evaluation if they are admitted in a disciplinary proceeding and if those challenged
4 portions of the performance appraisal are not appealable pursuant to Section 3 above.

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1 **ARTICLE 26: DURATION**

2 This contract shall become effective upon ratification by the Association and the conclusion
3 of the approval process by the King County Council and cover the period beginning January 1, 2012
4 and through December 31, 2015.

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6 APPROVED this 8th day of July, 2013.

9
10 By: 

11 King County Executive

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16 PUGET SOUND POLICE MANAGERS
ASSOCIATION:

17
18 

19 Michael Pendrak, President