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

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KING COUNTY POLICE OFFICERS GUILD

AND

KING COUNTY

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

ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP

Section 1. *Recognition.* The County Council recognizes the Guild as representing those employees certified by the Public Employment Relations Commission as being within the bargaining unit. The parties recognize that the Guild is the bargaining representative for all police work performed by bargaining unit members.

Section 2. *Guild Membership.* It shall be a condition of employment that all regular, full time employees shall become members of the Guild and remain members in good standing or pay an agency fee to the Guild for their representation to the extent permitted by law. It shall also be a condition of employment that regular, full-time employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Guild or pay an agency fee to the Guild for their representation to the extent permitted by law.

Provided, that employees with a bona fide (as determined by the Public Employment Relations Commission) religious objection to Guild membership and/or association shall not be required to tender those dues or initiation fees to the Guild as a condition of employment. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon between the public employee and the Guild. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Guild cannot agree on the non-religious charity, the Public Employment Relations Commission shall approve the charitable organization. It shall be the obligation of the

employee requesting or claiming the religious exemption to show proof to the Guild that he/she is eligible for such exemption. All initiation fees and dues paid to the charity shall be for non-political purposes.

Section 3. *Dues and Deduction.* Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall deduct from the pay of such employee, the amount of dues as certified by the Guild secretary and shall transmit the same to the Guild treasurer within five (5) business days of collecting the same from employees.

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

Section 4. *Notification to New Employees.* The County will require all new employees, hired in a position included in the bargaining unit, to sign a form, which will inform them of the Guild's exclusive recognition.

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

ARTICLE 2: MANAGEMENT'S RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to: determine the mission, budget, organization, number of employees, and internal security practices of the King County Sheriff's Office; recruit, examine, evaluate, promote, train, and determine the time and methods of such action; discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force; develop and modify classification specifications; determine the method, materials, and tools to accomplish the work; designate duty stations and assign employees to those duty stations; establish reasonable work rules; assign the hours of work and take whatever actions may be necessary to carry out the Department's mission in case of emergency. In prescribing policies

and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with State law to negotiate over mandatory subjects of bargaining. However, the parties agree that the Employer retains the right to implement any changes to policies or practices, after discussion with the Guild, where those policies or practices do not concern mandatory subjects of bargaining.

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

ARTICLE 3: HOLIDAYS

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

	Commonly Called
First day of January	New Year's Day
Third Monday of January	Martin Luther King, Jr. 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
Eleventh day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	Day After Thanksgiving
25th day of December	Christmas Day

a) *Personal Holidays.* In addition to the above, each employee will have two (2) personal holidays. These holidays will be administered through the vacation plan. One day will be

granted on the first of June; one on the first of November of each year except as provided in Article 9, Section 3.

Section 2. *Holidays - Employees on a 5/2 Schedule.* Employees working a traditional 5/2 schedule with Saturdays and Sundays as off days, that are normally not scheduled to work holidays, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on the day of observance shall be at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay. Holiday pay shall be paid from 12:00 p.m. on the day the holiday is observed through 11:59 p.m. of that same day (e.g. an employee going to work at 10:00 p.m. on December 24, who works an eight (8) hour shift receives two hours at straight time and six hours at double time and one half).

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

a) *Holidays - Employees on a 5/2, 5/3 Schedule.* An employee working a 5/2, 5/3 schedule who works on the specific holiday date as specified in Section 1, shall receive one half-hour of additional compensation at the straight time rate for each hour worked on the specific holiday exclusive of briefing time.

Section 3. *Eligibility for Holiday Pay.* An employee will be eligible for holiday pay unless the employee is on a leave without pay status on the working day prior to and following a holiday, provided however, that an employee who has at least five (5) years of County service and who retires at the end of the month the last regularly scheduled working day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day is observed as a holiday.

ARTICLE 4: VACATIONS

Section 1. After six (6) months of continuous service in any pay status, regular, full-time employees shall accrue vacation benefits while in pay status, on an hourly basis, exclusive of overtime, so as to earn the appropriate vacation benefit as indicated in the following table:

Full Years of Service	*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

Section 2. *Probationary Employees.* At the end of six (6) months of continuous employment with the Department in pay status, employees shall receive six (6) days of vacation credit. Probationary employees are not entitled to the use of vacation hours during the first six (6) months of employment. This section does not limit the right of employees to accrue or use vacation for a qualifying event under the Washington Family Care Act.

Section 3. *Hourly Accrual.* Employees with six (6) months of service shall accrue vacation benefits hourly. Part time regular employees shall accrue vacation leave in accordance with the

vacation leave schedule set forth in Section 1 of this Article, however such accrual rates shall be prorated to reflect his/her normally scheduled work week.

Section 4. *Outside Employment.* 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 deputies, provide security for King County Parks, King County Records and Licensing Services Division, King County Elections and the King County Fair. Employees shall not work in any off-duty job while on compensated family leave during his/her normal work hours.

Section 5. *Vacation Increments.* Vacation may be used in one-half hour increments at the discretion of the Sheriff or his/her appointed designee.

Section 6. *Vacation Usage.* An employee shall not be granted or paid for vacation benefits if not previously accrued.

Section 7. *Payment Upon Death.* In cases of death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

Section 8. *Forfeiture of Vacation.* The maximum total vacation accrual is sixty (60) days per employee. All employees shall use or forfeit excess vacation accrual prior to December 31 of the year in which the excess was accrued, provided that, employees may continue to accrue additional vacation beyond the maximum herein, upon request and with department approval, if cyclical workloads, work assignments or other reasons as may be in the best interests of the County prevent the County from scheduling the vacation as not to create a forfeiture. Notwithstanding this section, the parties recognize that LEOFF I employees maintain a legal right to continue to accrue vacation during a period of temporary disability.

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

Section 9. *Vacation Scheduling - Seniority Basis.* Vacation that is requested prior to April 1, shall be approved on the basis of Departmental seniority within each shift, squad or unit. Vacation requests for four (4) or more consecutive days of vacation (excluding furlough days and holidays),

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

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

Section 10. *Vacation Payoff Upon Termination.* Vacation payoff upon termination from employment for any reason shall be calculated by utilizing the employee's base wages as set forth in Addendum "A" and shall also include educational, longevity and patrol longevity incentive pay but shall not include any other premium pay as set forth in Article 7. The hourly rate shall be determined by dividing the annual rate of pay by the number of work hours in that year. For example, there are 2088 hours of work in 1991 for those on a 40 hour per week schedule.

Section 11. *Leave Donations and Transfers.* Members of this bargaining unit shall be allowed to transfer accrued vacation and/or sick leave in accordance with the King County Code Sections 3.12.223-224.

ARTICLE 5: LEAVE BANKS - LEOFF I

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

Section 2. *SLLB Use.*

a) The hours in the individual SLLB may be used as vacation. 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 death after at least five (5) years of continuous King County service, or separation in good standing (including service or disability retirement) 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 pursuant to Article 4, Section 10, of this agreement to a maximum of fifty (50) days (400 hours).

Section 4. *Family Care and Bereavement Leave.*

a) *Bereavement Leave.* Regular, full time LEOFF I employees shall be entitled to three (3) days of bereavement leave for each death of a member of the employee's immediate family. Employees may receive an additional two (2) days (16 hours) of bereavement leave when round trip travel of 200 or more miles is required. In the event that King County adopts an Ordinance which provides bereavement benefits which are more favorable than those contained in this contract, the County will offer such new provisions to the Guild.

b) *Paid Family Care Leave.* LEOFF I Officers may receive up to six days of paid leave per year to be used in lieu of sick leave for family care purposes. LEOFF I employees who have exhausted their SLLB may receive up to ten (10) days of paid leave per year to be used in lieu of sick leave for family care purposes. Written verification for family care leave may be requested by

management. This verification will include: 1) the nature and severity of illness or injury; and 2) the relationship of the immediate family member. In addition, family care leave shall be approved for any event qualifying under the Washington Family Care Act or other applicable laws. Up to one day's leave may be authorized for an employee to be at the hospital on the day of the birth of his/her child in addition to the six (6) days mentioned above and in addition to other leave laws that may apply.

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

d) *Immediate Family.* For purposes of Section 4(a) and (b) of this Article, immediate family means spouse, domestic partner, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, or sibling and the child, parent, grandparent, grandchild or sibling of the spouse or domestic partner, and any persons for whose financial or physical care the employee is principally responsible. This provision does not restrict an employee's right to use paid leave for a qualifying event under any other applicable law including the Washington Family Care Act.

e) *Unpaid Family Leave.* A qualified employee may take unpaid leave with health benefits continuation to care for a family member pursuant to the provisions of the King County Code, and the Federal Family and Medical Leave Act. For the purposes of the King County Code, family member means the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, parent of the employee, spouse or domestic partner, or an individual who stands or stood in loco parentis to the employee, employee's spouse or domestic partner.

Section 5. *Sick Leave Incentive.* In January of each calendar year, employee usage of Family Care and disability leave will be reviewed. Regular, full-time LEOFF I employees who have used sixteen (16) or less hours of these combined leaves in the preceding calendar year and who have been continuously employed during that entire calendar year, shall be rewarded by having sixteen (16) additional hours credited to their regular vacation account. Employees who have used more than sixteen (16) but less than thirty-three (33) combined leave hours shall have eight (8) additional hours

credited to their regular vacation account. In calculating this benefit, disability leave used for on duty injuries or occupational illness shall not be counted.

ARTICLE 6: SICK LEAVE - LEOFF II

Section 1. *Monthly Accrual.* Every LEOFF II employee in a regular full time position shall accrue sick leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would yield the employee ninety-six (96) hours per year if the employee remained in pay status for the entire year. An employee shall not accrue sick leave while not in pay status. The employee is not entitled to sick leave if not previously earned.

Section 2. *Use of Sick Leave.* Sick leave shall be paid on account of the employee's illness. Employees are eligible for payment on account of illness for the following reasons:

a) Employee illness;

b) Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);

c) Employee disability due to pregnancy or childbirth;

d) Employee exposure to contagious diseases and resulting quarantine;

e) Employee keeping medical, dental or optical appointments;

f) In accordance with the FMLA and relevant county, federal, and state law, including but not limited to the Washington Family Care Act.

Section 3. *Loss of Monthly Accrual.* Discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce sick leave credit.

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

Section 5. *Unpaid Medical Leave.* Employees who take unpaid leave for medical or family

purposes will not have their seniority date adjusted.

Section 6. *Sick Leave Increments.* Sick leave may be used in one-half hour increments at the discretion of management.

Section 7. *No Maximum Accrual.* There shall be no limit to the hours of sick leave accrued by an employee.

Section 8. *Doctor's Certificate.* Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to perform work may be required of an employee for any sick leave use when the County has a reasonable belief that an employee has abused sick leave. The County will make a reasonable effort to notify an employee prior to his/her return to work that a doctor's certificate will be required. In addition, after an absence of three (3) or more days, the County may require the employee to submit a doctor's certification for leaves that may qualify as family or medical leave pursuant to Section 14 of this Article.

Section 9. *Sick Leave Upon Separation/Return to Service.* Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the regular employee resign in good standing, be separated for non-disciplinary medical reason, be laid off or resign in lieu of layoff and return to County employment within two (2) years, accrued sick leave shall be restored.

Section 10. *Denial of Sick Leave for Outside Employment.* Sick leave because of an employee's physical incapacity will not be approved when the injury is directly traceable to simultaneous employment other than with the County of King, unless performing his/her responsibilities as a deputy.

Section 11. *Sick Leave Cashout Upon Retirement or Death.* King County will cashout thirty-five (35) percent of an employee's unused, accumulated sick leave, if the employee has at least five (5) years of service and also: (1) takes a regular retirement with full benefits as a result of length of service or early retirement at age 50, with twenty (20) years of service, under the LEOFF 2 Retirement System; (2) terminates County service by death; or (3) terminates County service after twenty-five (25) years of service for any reason. All payments shall be made in cash, based on the employee's base rate as set forth in Addendum "A".

Section 12. *Sick Leave Incentive.* In January of each calendar year, employee sick leave, family leave and disability leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of personal or family care sick leave in the preceding calendar year and who have been continuously employed during that entire calendar year, shall be rewarded by having sixteen (16) additional hours credited to their regular vacation account. Employees who have used more than sixteen but less than thirty-three (33) combined leave hours shall have eight (8) additional hours credited to their regular vacation account. The additional vacation credits specified herein shall not affect accrued sick leave amounts. In calculating this benefit, sick leave used for on-duty injuries or occupational illness shall not be counted.

Section 13. *Maximum Pay Allowed.* LEOFF II employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments greater than net regular pay of the employee.

Section 14. *Family Care, Death, and Extended Medical Leave.*

a) *Bereavement Leave.* Regular, full time LEOFF II employees shall be entitled to three (3) days of bereavement leave for each death of a member of the employee's immediate family. Regular, full time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family. Employees may receive an additional two (2) days (16 hours) of bereavement leave when round trip travel of 200 or more miles is required. In the event that King County adopts an Ordinance which provides bereavement benefits which are more favorable than those contained in this contract, the County will offer such new provisions to the Guild. For the purposes of this section, immediate family means spouse, domestic partner, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, or sibling and the child, parent, grandparent, grandchild or sibling of the spouse or domestic partner, and any persons for whose financial or physical care the employee is principally responsible.

b) *Family Care Leave.* Employees may use sick leave for family care purposes in accordance with King County Ordinance and State Law. Qualified employees may take an unpaid leave of absence to care for a family member or in the event of the birth, adoption or placement by

foster care of child, pursuant to the provisions of the King County Code and the Federal Family and Medical Leave Act. For the purposes of the King County Code, family member means the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, parent of the employee, spouse, or domestic partner, or any individual who stands or stood in loco parentis to the employee, employee's spouse, or domestic partner.

c) *Leave for Employee's Serious Health Condition.* Upon exhaustion of sick and vacation leave benefits, qualified employees may take an unpaid leave of absence due to their own serious health condition pursuant to the provisions of the King County Code and the Federal Family and Medical Leave Act.

For the purposes of the King County Leave, employees are eligible for up to a total of eighteen (18) weeks of unpaid leave (for family care leave and employee's serious health condition) with health benefit continuation during that period.

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

Section 16. *Special Worker's Compensation Supplement.* The County will provide a Special Worker's Compensation Supplement to LEOFF II Deputies who are injured on the job, maintain eligibility for Worker's Compensation and are unable to work (as determined by the County's Safety and Claims Management Division) for a period exceeding six (6) consecutive months, but not to exceed twelve (12) consecutive months; provided that the officer's condition is the result of an injury occurring during the search, arrest or detention of any person/place, or during the attempt to search,

arrest or detain any person/place or occurring when an officer is involved in an emergency response to a request for service.

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

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

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

ARTICLE 7: WAGE RATES

Section 1. *Wages.*

a) Wage rates for 2013 shall be as specified in Addendum "A." Addendum "A" - 2013 reflects no increase over the rates paid on December 31, 2012.

b) Effective January 1, 2014, wage rates shall remain the same as they were on December 31, 2013.

c) Effective January 1, 2015, wage rates in effect on December 31, 2014 shall be increased by two (2) percent. Addendum "A" – 2015 reflects an increase of two (2) percent over the rates paid on December 31, 2014. This increase is effective January 1, 2015.

1. On or before July 1, 2015, a one-time ratification bonus payment in aggregate amount equal to 1.67% of 2014 gross pay will be paid to each bargaining unit member who is employed on the date the Guild ratifies this Agreement. The bonus payment is subject to applicable withholding (e.g., taxes, pension).

d) Effective January 1, 2016, wage rates in effect on December 31, 2015 shall be increased by two (2) percent. Addendum "A" – 2016 reflects an increase of two (2) percent over the rates paid on December 31, 2015. This increase is effective January 1, 2016.

Section 2. *Flight Pay.* Personnel assigned to flight duty on a full-time basis for at least one (1) full month shall be compensated an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned

Section 3. *Bomb Disposal Squad.* Qualified personnel assigned to the Bomb Disposal Squad on a full-time basis for at least one (1) full month shall be compensated an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned.

Section 4. *Motorcycle Patrol.* Employees assigned to Motorcycle Patrol for at least one (1) full month will receive an additional three (3) percent of their base rate, Addendum "A" for each month while so assigned.

Section 5. *Plain Clothes Premium.* Employees not required to wear a uniform for at least one (1) full month will receive an additional four (4) percent of their base rate, Addendum "A" for each month while so assigned.

Section 6. *Skin Divers.* Employees assigned as Skin Divers continuously for at least one (1) full month will receive an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned.

Section 7. *K-9 Unit.* Qualified dog handlers assigned to the K-9 unit in the field for at least one (1) full month will receive additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned for the proper caring, grooming, feeding and exercise of the animal assigned, while so assigned. Additionally, the first hour of the workday will be assigned for work at home with the animal. If the handler is unable to complete this work hour at the beginning of their shift they will go home an hour early (hour may be prorated). If workload does not permit the handler to take the hour at the beginning or end of their shift, they will submit for one hour of overtime (hour may be prorated). Each handler will also receive two (2) hours of overtime each month for miscellaneous K-9 chores. When submitting leave requests for full days, K-9 officers shall request eight (8) hours leave for each full day.

Section 8. *Master Police Officer.* Master Police Officers will be compensated at a rate which is five (5) percent above the top step of the Deputy pay, exclusive of the patrol premium set forth in Article 7, Section 9. Master Police Officers will collect MPO pay, Patrol Pay and FTO pay, when applicable, simultaneously.

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

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

Section 11. *Hazardous Devises and Materials Team.* Employees assigned to the Hazardous Devises and Materials Team for at least one (1) full month will receive an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned.

Section 12. *Detective Pay.* Employees assigned for at least one (1) full month as a Detective will receive an additional six (6) percent of their base rate, Addendum "A" for each month while so assigned. This section applies to detectives and sergeants assigned to a precinct or contract city detective unit, all units within the Criminal Investigations Division, the Civil Process Unit, IIU and any detective working in any other unit or position designated by the Department as a detective position.

Section 13. *Contract City Chief.* Any sergeant assigned by the Sheriff as a Chief in a contract city for at least one (1) full month, on either a full or part-time basis, will receive an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned. Employees so assigned serve at the discretion of the Sheriff.

Section 14. *Field Training Officer (FTO) Program.* For each day an FTO trains a recruit, the FTO will receive as compensation either an hour of straight time pay or one hour of vacation time. A request for FTO compensation must be submitted in the same manner as a request for overtime pay. In each submittal for FTO compensation, the FTO must specify whether s/he wants to receive an additional hour of straight time pay or an hour of vacation time. Sergeants who are assigned as the

Precinct Phase 2 FTO Sergeant on a full time basis will receive two and one half (2-1/2) percent above Step 3 of the Sergeant's pay range while so assigned. When applicable, FTOs will collect patrol pay simultaneously with FTO compensation. The parties will discuss in labor management committee meetings issues of concern to either party and suggestions by either party for improvement to the FTO Program. This section shall not be interpreted as a contract reopening provision.

Section 15. *Dual Certification Premium.* Employees assigned to the airport who have successfully completed Phase III of the FTO program and have also become ARFF accredited will receive an additional three (3) percent of their base rate, Addendum "A" for each month while so assigned.

Section 16. *Fire Prevention Coordinator.* Employees assigned for at least one (1) full month to this position will receive an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned.

Section 17. *Airport Training Coordinator.* Employees assigned for at least one (1) full month to this position will receive an additional ten (10) percent of their base rate, Addendum "A" for each month while so assigned.

Section 18. *Premium Limit.* No employee shall receive more than one (1) of the premiums set forth above at any given time except as expressly provided in this Article.

Section 19. *Patrol Longevity.* Eligible Employees assigned to patrol unit shall receive Patrol Longevity as outlined in the attached Patrol Longevity schedule attached as Addendum A. Employees who receive Patrol Longevity will not also receive Longevity.

Section 20. *Longevity.* Eligible employees shall receive Longevity as outlined in the attached Longevity schedule attached as Addendum A. Employees who receive Longevity will not also receive Patrol Longevity.

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

Section 22. *Reinstatement.* Employees who leave service with the King County Sheriff's Office and return to service within two (2) calendar years shall, upon reinstatement, be compensated consistent with the Department's Lateral Hire Policy and Section 20, of this Article. All reinstated

employees will serve a one (1) -year probation period upon reinstatement.

Section 23. *Lateral Hires.* The Department may hire officers with prior law enforcement experience at a rate not to exceed where the officer would be placed on the wage scale had all of his/her prior experience been with King County.

Section 24. *Biweekly Payroll.* The County reserves the right to implement a biweekly payroll any time during the term of this agreement provided that any payroll lag time is advanced by the County and; provided further that any change shall not adversely affect employees within the bargaining unit.

Section 25. The parties will discuss in labor management committee meetings issues of concern to either party. This section shall not be interpreted as a contract reopening provision.

ARTICLE 8: OVERTIME

Section 1. Contract *Overtime.* Except as otherwise provided in this Article or any Memorandum of Understanding executed between the parties, employees shall be paid at the rate of time and one-half (1-1/2) times the employee's regular rate of pay, for all hours worked inclusive of lunch period, outside of the employee's regularly scheduled shift. For purposes of this section, regular rate is defined as, and limited to, the employee's base rate and any premium pay that is authorized in Article 7 of this Agreement and earned during the particular work day.

a) *Authorization of Overtime.* All overtime shall be paid when an officer is required or allowed to work. Saturday and Sunday work is not contractual overtime when it is a regularly scheduled work day. All overtime shall be authorized by the Department Director or his designee in advance.

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

c) *Work Week/Work Day.* For the purpose of calculating contractual overtime compensation, an employee's work week shall be defined as beginning with the first day of work after a furlough day and continuing for a total of seven (7) consecutive days. Regularly assigned

furlough days count as furlough days even if worked. Also, the work day shall be defined as beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive hours.

Section 2. *Compensatory Time.*

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

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

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

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

c) The parties agree that it is unduly disruptive for employees to request the use of compensatory time off on any recognized holiday as set forth in Article 3, Section 1 or on Saint Patrick's Day, Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve when the granting of such time off would require the County to force another employee to come in to cover the shift.

Section 3. *Standby.*

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

The Employer and the Guild agree that the use of off-duty standby time shall be minimized consistent with sound law enforcement practices and the maintenance of public safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees formally placed on

off duty standby status for unusual occurrences shall be compensated on the basis, of 50 percent of straight time pay. If the employee is actually called back to work, the off duty standby premium shall cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned to County vehicles shall not be deemed as being on standby status unless specifically assigned to standby status.

Section 4. *Callouts - Minimum Payments for Non-Court Related Callouts.*

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

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

Portal to Portal will be paid for non-court callouts. Except as provided in Section 11, the actual hours worked shall be computed from the time the officer leaves home until the time the officer returns home, such time to be computed using the most direct route available. The provisions of this section apply only when an officer is required to return to work during a time he/she is not normally scheduled to work. Portal to Portal time may commence prior to leaving home if the officer is required or allowed to perform related work (i.e., such as calls to other officers) at home before leaving. If required to report to or from a remote location (i.e., a location other than the regularly assigned work area, such as a precinct), any additional travel time beyond the deputy's normal commute time is compensable. See also Article 9, Section 9.

Section 5. *"On Call" Duty.*

Employees who are assigned to "on call" duty are required to restrict personal activities and carry a pager/cell phone for the purpose of 1) being ready to respond to call outs or 2) be the contact person for off duty telephone calls. Such assignments shall be for a weekend, which commences at 4:00 p.m., on Friday and continues until 8:00 a.m. Monday. Holiday weekends are those weekends

when a Friday or Monday is a holiday, thus extending the weekend on call assignment by an additional twenty-four (24) hours (or by an additional forty-eight (48) hours over Thanksgiving weekend). The determination of who shall be assigned on call will be made by the Department. When operationally possible, the Department will make a good faith effort to rotate on call assignments. Moreover, the Department will not impose restrictions on personal activities (other than carrying a pager/cell phone) unless assigned on call. Employees' "on call" duty shall be paid at the rate of twelve (12) hours of straight time pay for each on call weekend assignment, or sixteen (16) hours of straight time pay shall be paid for an assigned holiday weekend or twenty (20) hours for the Thanksgiving weekend. These hours are not hours of work for purposes of computing overtime.

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

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

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

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

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

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

c) Officers who are subpoenaed and scheduled by the court and who appear for court-related hearings shall receive a minimum of four (4) hours overtime at the rate of time and one-half their regular rate of pay; provided officers who appear for a morning session which is continued into the afternoon will be compensated from the time of arrival through dismissal from that court.

d) Officers who are called in for court while on their vacation or on comp time shall be placed on overtime pay status and compensated for a full day's pay. In addition, their vacation accrual shall be credited with an additional vacation day or comp day. Provided that if the officer has received a valid subpoena for a specific date prior to submitting a request for vacation or comp time for that same date, he/she will not be entitled to the additional vacation day or comp day.

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

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

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

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

Section 7. *Notification of Court Duty.*

a) *Superior Court.*

Officers who receive a subpoena for a court appearance in Superior Court or Juvenile Court shall call the number on the subpoena for the paralegal or Deputy Prosecutor to confirm receipt of the subpoena and to receive information about the actual court date notification. Officers who are scheduled for such a court appearance on a furlough day or during off-duty time and who have been notified and authorized by the Prosecutor that they need not be physically present at court, but must remain on "standby" will be compensated at the standby rate of fifty (50) percent straight time pay for all time they are required to remain on "standby". Officers who are on "standby" shall provide the Prosecutor a phone number (which may include cellular phone or paging device) where they can be reached and must ask the Prosecutor to provide a specific start and end time for the "standby". All requests for standby pay under this section must include the name of the Prosecuting Attorney responsible for the case.

b) *District Court.*

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

(1) If at 6:00 p.m. the day before court, a subpoena is still active, the officer will receive a minimum compensation of two (2) hours of straight time pay or four (4) hours straight time pay if the court time is on an officer's furlough day, regardless of whether the officer is required to appear in court.

c) *Jury Trials.*

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

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

(2) The deputies' willingness to accept a plea bargain, and;

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

A phone recorder is available in every district court office; officers are not required to make

this call during their off-duty hours. Officers may notify the Prosecutor in writing or in person of the above information. Once the case has been given a specific trial date, the Deputy Prosecuting Attorney will fax the court appearance schedule to the precinct. The officer and the officer's supervisor will be informed of the specific trial date information. The trial information will also be on the phone recorder at the Prosecutor's office; officers may call this number directly during duty hours for trial information.

d) *Bench Trials.*

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

(1) Confirm the officer will attend court;

(2) The deputies' willingness to accept a plea bargain, and;

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

Deputies shall not appear for court if the Prosecutor's tape by 6:00 p.m. on the day before the subpoena date informs the officer not to appear. Officers shall call the messaging system during duty time when possible. Officers need to honor all subpoenas unless they are called off via the prosecutor's tape or through the precinct.

Section 8. *Court Overtime for Lateral Hires.*

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

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

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

Section 9. *Court Overtime During Vacation.*

For vacations in excess of one week, furlough days which fall in the middle of a vacation

period or on the end of a scheduled vacation are considered vacation days for purposes of calculating court overtime minimums.

Section 10. LEOFF I officers on disability leave more than thirty (30) calendar days may be placed on a normal 5/2 workweek with weekends off for payroll purposes and will not receive overtime for court appearances during normal business hours.

Section 11. *Portal to Portal Pay.* Whenever Portal to Portal pay is provided for in this Article, the time shall be calculated based on the most direct route. In the event an officer lives more than fifteen (15) miles from the King County line, compensable time shall begin/end when the officer crosses the fifteen (15) mile threshold.

Section 12. *Extraditions.* Extraditions will be handled as follows:

a) There will be two deputies on an extradition.

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

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

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

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

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

g) The determination of when the extradition shall occur shall be made by the Department. Any request to extend the timing of the extradition for personal business shall be at the discretion of the Department, and must not result in any additional cost to the Department.

Section 13. *FLSA Overtime – 7(k).*

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

The parties agree that for purposes of calculating FLSA, rather than contract overtime, this section grants the County authority to use any work period that complies with 29 U.S.C. Section 207(k) and RCW 49.46.130(5), including as each may be amended hereafter.

ARTICLE 9: HOURS OF WORK

Section 1. *Work Schedules.* The establishment of reasonable work schedules and starting times are vested solely within the purview of department management and may be changed from time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the Department cannot exercise control. Provided, the required two week notification period shall not commence until the employee has received verbal or written notification of the proposed change.

Section 2. *Alteration of Work Schedules.* With management approval, work schedules may be altered and shift trades made, upon request of the employee. Under no circumstances will a shift trade result in the payment of contractual overtime.

Section 3. *5/2- 5/3 Schedules.* Personnel assigned to work a 5/2- 5/3 schedule shall be required to report to work for fifty (50) minutes prior to the beginning of their shift on their first day back to work after their normal furlough days for roll-call. If an officer is absent on that first day back he/she will report to work fifty (50) minutes early on the next squad's roll-call day. If, because of an authorized absence, an officer is unable to attend his/her roll-call or a subsequent roll call during a given week, he/she will not be required to make it up during a subsequent week. When completing

an absence request for vacation, sick leave, compensatory time, etc., all days will be considered eight (8) hour days, including the roll-call day. The fifty (50) minute roll-call period is compensated within the negotiated wages paid to employees working the 5/2-5/3 work schedule and employees shall not receive additional compensation, or contract overtime for the roll-call period, but may qualify for FLSA overtime. Further, the 5/2, 5/3 schedule is considered to have holidays, as set forth in Article 3 of this Agreement, built into it by virtue of its providing additional time off for officers so assigned.

Section 4. *Alternative Work Schedules.* Nothing in this Agreement shall preclude employees from working an alternative work schedule. Alternative work schedules shall be negotiated by the Guild and the County and must have Department approval. Denial of an alternative work schedule by the Department shall not be subject to the grievance procedure.

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

Section 6. *Training.* For employees not working flexible shifts, training shall be handled in the following manner and shall be subject to the two (2) week notification requirements of Section 1:

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

b) If training is scheduled to commence more than four (4) hours outside the starting time of the employee's shift, the County can elect to relieve the employee with pay for their shift prior to the training day. On the day of the training, the employee's work during training shall be considered to be the employee's shift. The employee will only be entitled to overtime on the training day if the training lasts longer than eight (8) hours.

c) The County shall endeavor to schedule training during the employee's regular work shift.

d) All training lasting five (5) or more hours shall be paid for as provided in this section. At the employer's option, training of less than five (5) hours duration may be paid as a callout as provided by Article 8, Section 4 instead of in compliance with Sections a and b above.

Section 7. *Flexible Schedules.* It is recognized that certain employees within this bargaining unit must flex their schedules in order to meet the demands of the job. New employees who are hired into these specific positions will be advised as to the nature of their work and the necessity of periodic flexing of their schedules. Employees will only be required to flex their schedules in order to further the operation needs of the Department. The assignments which require flexible schedules include: Narcotics/Vice Precinct Emphasis Team & Sergeant, Technical Services Training Officer, Recruiting, FTO Coordinator, Storefront Officers, CIU, Anti-violence Team & Sergeants, Contract City Executive/Liaison Sergeants, DARE, CCPU, Metro Proactive Team, Post BLEA Attendees, Family and Youth Services Sergeant, School Resources Officer (SRO), the Civil Process Unit, and any other assignments mutually agreed to by the Guild and the County. Employees who work in these assignments shall be paid overtime only:

a) For hours worked in excess of eight (8) hours per shift;

b) For hours worked in excess of forty (40) hours per week; and

c) In cases of callbacks or off-duty court appearances.

Shifts may flex no more than four (4) hours from an employee's normal work shift. If a shift flexes by more than four (4) hours, the employees shall receive overtime for all additional flexed hours.

Section 8. *Shift Bidding and Transfer Practices.* Each precinct and contract city shall make a minimum of sixty (60) percent of their reactive patrol positions on each shift available for shift bidding, provided that the Sheriff may reassign such employees for legitimate operating needs or for cause. Officers will bid for their preference in shifts annually and not later than January 31st each year. Officers will then be assigned shifts based on seniority. Precincts choosing to rotate semi-annually will complete shift bidding by July 31st and January 31st. When necessary to accommodate

legitimate Department needs, such as the FTO Program and contract assignments, exceptions to this policy may be made.

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

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

Section 9. *Portal to Portal.* If required to report to or from a remote location (i.e., a location other than the regularly assigned work area, such as a precinct), any additional travel time beyond the deputy's normal commute time is compensable. Whenever portal to portal pay is provided for in this Article, the time shall be calculated based on the most direct route. In the event an officer lives more than fifteen (15) miles from the King County line, compensable time shall begin/end when the officer crosses the fifteen (15) mile threshold. Also see Article 8, Section 4.

Section 10. *Meal and Rest Periods.* The parties agree that because of operational reasons, employees may not be able to take meal and rest periods within the time frames specified by RCW 49.12.187 and the regulations enacted under WAC 296-126-092. Meal and rest periods for employees covered by this Agreement have always been negotiated in ways that supersede State provisions in whole, or in part.

ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

Section 1. *Health Plan.* The Employer will provide medical, dental and life insurance plans for all regular and probationary employees and their eligible dependents as summarized in Addendum B ("Health Insurance"). There will be two health plan options administered by administrators selected by the County – the Deputy Sheriff's HMO plan and the Deputy Sheriff's PPO plan. All bargaining unit members and their spouses/domestic partners are required to participate in the Deputy Sheriff Healthy Incentives program to determine their level of medical benefits. Dental and life

insurance benefits shall not be changed during the term of the contract. Upon the Guild's ratification of the Agreement, the County may implement changes in the national formulary and step therapy and change administrators as outlined during negotiations for this Agreement; however, plan design and other medical benefits changes (e.g., addition of the Bronze levels) cannot be implemented before July 1, 2015.

Section 2. *Self-Pay Retiree Benefit.* The Employer will offer to employees a self-pay retiree benefit option as an alternative to COBRA. This benefit will be essentially the same benefit and carry the same rules, requirements, exclusions and restrictions, as the retiree benefit option for other King County employees.

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

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

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

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

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

ARTICLE 11: MISCELLANEOUS

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

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

County Council.

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

Section 4. *Guild Negotiating Committee.* Employees who serve on the Guild Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the County provided that the compensated members of the Guild Negotiating Team shall be composed of six (6) members or less; and provided further, that prior approval is granted by the Sheriff.

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

Section 6. *Loss or Damage of Personal Effects.* Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing, will have same repaired or replaced at Department expense provided; however, that reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to $300 per incident. Nothing herein shall be construed so as to lessen the County's responsibilities under the Risk Management Ordinance for items not covered in this section.

Section 7. *Off-duty Employment.* Off-duty employment shall be in accord with the Department Manual provided; however, the Department shall not require a "hold harmless" agreement for such employment or liability insurance of the off-duty employer. Employees shall not work in any off-duty job while on sick leave or compensated family leave during their normal work hours.

Section 8. *Firearms Practice Ammunition.* The Department will make available, to each

officer on a monthly basis, one hundred (100) rounds of practice ammunition for their primary duty weapon and either ten (10) rounds of shotgun ammunition (00 Buck/Slugs) or for officers who have qualified, ten (10) rounds of ammunition for a Department approved rifle, provided that the officer uses this ammunition at Department approved ranges under supervised conditions. The Department will provide on-duty firearm practice time to a maximum of one (1) two (2) hour period every two (2) months. The supervisor shall schedule such practice time once they receive a request from an employee. Further, the Department agrees to take the necessary measures to insure that employees on the graveyard shift can obtain the ammunition upon request. Each eligible employee shall be allowed to draw a two (2) -month supply of rounds at a time, provided, however, that any ammunition drawn by the employee shall be used by the employee.

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

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

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

Section 11. *Jury Duty.* An employee required by law to serve on jury duty shall continue to receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the County Treasurer.

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

When the total required assignment to jury duty has expired, the employee will return to regular duties, provided: there must be a minimum of twelve (12) hours between the time the employee is dismissed from jury duty and the time he/she must report for regular duties, provided an officer shall not be required to report to his/her shift at the conclusion of the twelve (12) hour break if there are less than four (4) hours remaining on the shift at the time of release or dismissal from jury duty. In such case the officer shall report to duty at the time of release or dismissal.

Section 12. *Unsafe Vehicles.* Officers will not be required to drive unsafe vehicles.

Section 13. *Overtime Breakdown.* The County agrees to provide each work site with a breakdown of overtime hours paid and comp time earned/used for each pay period. At any time the County supplies a breakdown for each individual on his/her pay stub, the County may discontinue the practice of providing breakdowns at each work site.

Section 14. *Map Books.* The County agrees to issue map books to all new hires and to all deputies every three (3) years.

Section 15. *Labor Management Committee.* Bi-monthly labor management meetings will be held with two representatives from the Guild, two representatives from the King County Sheriff's Office, and a representative from King County Labor Relations. The King County Sheriff's Office representative will be the King County Sheriff (or designee), and the Guild representative will be the Guild President (or designee). These meetings may be more or less frequent, upon mutual agreement. The meetings should be held at a location and date/time that is convenient for all parties. The purpose of the meetings is to discuss in a collaborative manner department plans and goals, and any issues of concern to one of the parties. The parties shall notify one another of agenda items two days prior to the scheduled meeting. No agreement relating to any mandatory subject of bargaining is binding unless reduced to writing.

Section 16. Proposed changes to King County Civil Service Rules shall be discussed in Labor

Management meetings. This section shall not be construed as a bargaining waiver.

ARTICLE 12: GRIEVANCE PROCEDURE

Section 1. *Definitions.*

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

Working Day - A normal Monday through Friday workweek excluding weekend days and legal holidays.

Section 2. *Procedure.*

Step 1 - Section Commander. A grievance shall be presented in writing by the aggrieved employee and/or his/her representative, including but not limited to the business representative and/or shop steward if the employee wishes, within fourteen (14) calendar days of the occurrence of such grievance, to the Section Commander for investigation, discussion, and written reply. The Section Commander shall make his/her written decision available to the aggrieved employee within twenty (20) working days. If the grievance is not resolved, it may be advanced to the next step in the grievance process by the Guild within ten (10) working days.

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

Step 3 - Request for Arbitration. Either the County or the Guild may request arbitration within sixty (60) calendar days of conclusion of Step 2, and must specify the exact question which it wishes arbitrated. The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) working days, the Arbitrator shall be selected on a rotating basis and in order from the following panel of arbitrators:

David Stiteler, Mike Cavanaugh, Katrina Boedecker, Tim Williams and Ken Latsch. The Arbitrator shall be selected from the list by both the County's representative and the Guild's attorney within ten days of the matter being submitted to arbitration. If the Guild wishes to strike the first name on the list, it must do so when it sends the arbitration demand to the County. If the County wishes to strike the arbitrator who is then at the top of the list, it must do so within five working days of receiving the arbitration demand from the Guild. If both parties accept the arbitrator, that person shall hear the case. Once both parties have had their one strike, the next unstricken arbitrator on the list shall hear the case. The selected arbitrator shall move to the bottom of the list for the next arbitration hearing. The arbitrator, who shall conduct the arbitration procedurally in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to render a decision in accordance with those rules and the decision of the arbitrator shall be final and binding on both parties.

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

The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any non-employee witnesses appearing on that party's behalf.

In the event an arbitrator on the panel becomes permanently unable to serve, the parties will meet promptly to mutually agree in writing on a replacement. Similarly, the parties may, by mutual written agreement, add to or delete from the number of arbitrators on the panel or substitute new arbitrators for named arbitrators on the panel.

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

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

Time restrictions may be waived by consent of both parties.

Section 3. *Multiple Procedures.* If employees have access to multiple procedures for adjudicating grievances, the selection by the employee of one procedure will preclude access to other procedures: selection is to be made no later than at the conclusion of Step 2 of this grievance procedure.

Section 4. *Just Cause Standard.* No employee may be discharged, suspended without pay or disciplined in any way except for just cause. The County will employ the concept of progressive discipline. In cases where discipline is imposed, the Sheriff shall provide the employee and the Guild with written notice of the sustained findings and the factual basis on which the findings rest.

Section 5. *Probationary Period.* All newly hired and promoted employees must serve a probationary period. The probationary period for newly hired employees shall end one (1) year from the date the employee completes the training academy and begins work in patrol. If the last day of Post BLEA is January 11, the newly hired employee will complete probation at midnight on January 11, of the following year, provided that the employee's probationary period has not been extended as provided for below.

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

Section 6. *Parties to the Agreement.* In as much as this is an agreement between the County and the Guild, only the Guild or the Employer may advance a grievance to arbitration.

Section 7. *Nondiscrimination.* Claims of unlawful discrimination shall not be processed in accordance with the grievance procedure denominated herein, but must be pursued privately by affected employees through the appropriate local, state, or federal agency, or court.

ARTICLE 13: BULLETIN BOARDS

The employer agrees to permit the Guild to post on County bulletin boards or electronically, announcements of meetings, election of officers and any other Guild material.

ARTICLE 14: SAVINGS CLAUSE

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

ARTICLE 15: WORK STOPPAGE AND EMPLOYER PROTECTIONS

Section 1. *No Work Stoppages.* The employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the signatory organization agrees to take appropriate steps to end such interference. Any concerted action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Nothing herein shall operate to restrict the Guild from engaging in any concerted activity not prohibited by RCW 41.56 et. seq.

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

Section 3. *Penalties for Violation.* Any employee who commits any act prohibited in this Article will be subject to the following action or penalties:

a) Discharge.

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

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: REDUCTION-IN-FORCE

Employees laid off as a result of a reduction in force shall be laid off according to seniority within the Department and classification, with the employee with the least time being the first to go. In the event there are two (2) or more employees eligible for layoff within the Department with the same classification and seniority, the Department Director will determine the order of layoff based on employee performance.

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

"Airport Seniority" will be recognized in the Memorandum of Agreement regarding King County Sheriff's Office Airport Police/Aircraft Rescue Firefighting Officers.

ARTICLE 18: TRANSFERS

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

Section 2. *Involuntary Transfers.* Nothing in this article will preclude transfers for legitimate operational/administrative needs. When an employee is transferred or reassigned involuntarily and such transfer or reassignment produces significant hardship on the employee or his/her family due to excess travel time, expense, or other factors, the Department will give full consideration to these factors and will not unreasonably refuse to implement alternative work location assignments. Reasons for denial include, but are not limited to, legitimate Departmental staffing allocations.

a) *Disciplinary Transfers.* When a transfer is used as a disciplinary sanction, it shall

be subject to the grievance procedure and just cause provisions of Article 12.

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

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

ARTICLE 19: POLICE OFFICERS' BILL OF RIGHTS

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

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

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

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

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

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

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

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

Section 8. There shall be a Guild representative, appointed by the Guild, as a voting member of the Use of Force Review Board and the Department level Driving Review Board. The Employer will provide the Guild with copies of the findings of all review boards.

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

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

(1) In the event an outside agency conducts a criminal investigation of a matter

within the jurisdiction of the County, and the Sheriff's Office receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Sheriff's Office will have up to an additional sixty (60) days to complete its administrative investigation. However, in no event shall the investigation last more than 240 days.

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

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

ARTICLE 20: PERFORMANCE EVALUATIONS

Section 1. An annual performance appraisal shall be written by the employee's immediate supervisor, and reviewed by the author's immediate supervisor, prior to presentation to the employee.

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

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

STEP 1

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

STEP 2

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

STEP 3

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

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

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

solely responsible for presenting his/her perspective of the appraisal to the Board.

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

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

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

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

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

Section 4. The Department may use performance appraisals (absent any record of early interventions), along with other relevant information, in determining the appropriateness of promotions and transfers, and as notice for the purpose of disciplinary actions. Employees may not appeal a performance appraisal used in making such determinations unless they do so within the timelines provided by Step 3 above, provided that employees may contest the use of portions of a performance evaluation if they are admitted in a disciplinary proceeding and if those challenged portions of the performance appraisal are not appealable pursuant to Section 3 above.

ARTICLE 21: EARLY INTERVENTION SYSTEMS

Section 1. The County has implemented an Early Intervention System. The Early Intervention System is designed as an integral component of the Department's performance appraisal process. However, unlike an after-the-fact review, such as an annual evaluation, it is intended to anticipate potential issues via computer program that monitors certain types of events, that after

review may or may not warrant further attention. Any documentation of the application of the Early Intervention System to any member of the bargaining unit will not be recorded in any manner in that employee's performance appraisal forms. The parties recognize that, because Early Intervention is integrally related to the performance review process, any documentation involving an officer's identification for or participation in the program will be confidential and not subject to public disclosure. In the event it is ever determined that such documentation must be produced pursuant to the Public Records Act, the KCSO will suspend the "flag" function of the database while the parties meet to determine whether and how to revise the program consistent with the intent of this section.

Section 2. The Early Intervention System will be a data-based management tool designed to identify employees whose performance exhibits potential problems. In response to identified issues, the County shall provide interventions (usually counseling or training) to correct those concerns. The Early Intervention System is only intended to identify performance problems that do not warrant disciplinary action but suggest that an employee may be having problems dealing with workplace issues. No permanent records concerning the data processing operation of the Early Intervention System (including Supervisory responses) will be kept for more than 90 days.

Section 3. The Early Intervention System shall be completely separate from the disciplinary system. Neither IIU nor the King County Office of Law Enforcement Oversight (OLEO) shall have access to early intervention records of any kind. An intervention is not discipline. It will be designed to help employees improve performance through counseling, training or coaching. No record of participation in an Early Intervention Program will be placed in the employee's personnel file or admitted by the County in any disciplinary proceeding for any purpose, unless the issue is initially raised by the Guild.

Section 4. An employee may have access to a read only version of the data related to that employee. These data or indicators are usually already collected in other databases in the agency. The KCPOG will be provided thirty (30) days advance notification when the KCSO has selected the list of indicators to be used by the KCSO, or in the event the KCSO modifies the list of factors. The KCSO will meet to discuss the indicators with the Guild upon request and discharge its obligation to bargain, if any, that the law requires.

ARTICLE 22: CIVILIAN REVIEW

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

Section 1. The OLEO will actively monitor all Sheriff's Office internal investigations. In addition, OLEO may monitor any incidents involving Critical Incidents. Critical Incidents include the use of deadly force, in-custody deaths, officer-involved shootings, and any use of force or vehicular pursuit that results in death or injury requiring hospitalization.

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

Section 3. The OLEO director/designee shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations Division (CID) and/or the Administrative Review Team (ART). OLEO staff shall be stationed at the Command Post and interact only with the administrative team as liaison with the CID. After the initial investigation is complete and scene secured, a representative from CID will escort the OLEO representative through the scene.

Section 4. The OLEO director/designee may attend Use of Force Review Boards and Department-level Driving Review Boards as a non-voting member.

Section 5. In addition to complaints received by the OLEO, IIU will provide OLEO access to all other complaints within three business days. The KCSO will be the custodian for all KCSO investigative records. OLEO will not print or download KCSO complaints or investigative records of any kind. The OLEO will have subsequent access to closed cases for up to two years solely for reporting purpose, unless there is a legitimate business necessity to review older files. The OLEO director will notify the KCSO in writing of such business necessity when requesting access to cases older than two (2) years. If the Sheriff determines that a member of OLEO has violated the terms of

access to investigative records, the Sheriff shall have the right to deny the OLEO member further access to investigative records.

Section 6. The OLEO will have the opportunity to make a recommendation for mediation to the Sheriff, prior to investigation. In the event the Sheriff's Office, the complainant and the officer all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and the complaint will be administratively dismissed. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith. Moreover, any records related to mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding except to enforce this section.

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

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

Section 9. Upon completion of internal investigations, IIU will provide access to the case file for OLEO's review. The OLEO will determine, in writing, whether the investigation was thorough and objective in the opinion of the Director of the OLEO.

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

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

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

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

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

burden of establishing compliance with this section rests with the County in any subsequent challenge to the discipline. Moreover, this section is subject to the 180 day limitation contained in Article 19.9 of this Agreement

Section 15. In addition to the investigative process, the OLEO will have unimpeded access to all complaint and investigative files for auditing and reporting purposes. The OLEO is prohibited at all times and, including but not limited to, issuing written or oral reports, from disclosing the name(s) or other identifying information of employees or other individuals involved in incidents or investigations. The OLEO will immediately notify the Sheriff of any request or demand for, or court action seeking, OLEO records. Absent a court order, the OLEO is prohibited from providing information related to pending investigations to any third party because such disclosure could compromise a pending investigation. If a court order requiring disclosure is issued, OLEO shall immediately provide a copy of the order to the Sheriff. The OLEO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Sheriff in specific cases.

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

Section 17. A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OLEO Director position for the Executive's consideration. The Committee shall be composed of one member appointed by the King County Police Officers' Guild; one member appointed by the Puget Sound Police Manager's Association (Captains bargaining unit); one member appointed by the Chair of the County Council; and one member appointed by the County Executive. The fifth member shall be appointed by the other four (4) members. The committee will be responsible for ensuring that three candidates are forwarded for selection. If one of the candidates is not selected, the process shall be repeated.

Section 18. The Committee will be responsible for ensuring that the three candidates

forwarded to the Executive possess the required minimum job requirements. In addition to whatever job requirements may be established by the County, one of the minimum job requirements for the OLEO will be to have a history that includes the establishment of a reputation for even-handedness and fairness.

ARTICLE 23: DURATION

This contract shall remain in full force and effect from January 1, 2013 through December 31, 2016. Unless otherwise provided in this Agreement, all changes effectuated by this Agreement shall be effective upon the parties' ratification of the Agreement.

APPROVED this 11th day of March, 2015.

By: Rhonda L. Berry
King County Executive

King County Police Officers Guild:

Steve Eggert
President
King County Police Officers Guild

2013-2014 ADDENDUM "A"

Section 1. Wage Rates For 2013 and 2014:

Effective January 1, 2013, Wage rates shall be in accordance with the following schedules.

Salary Schedule for Deputies				
	Annual	**Monthly**	**Semi-Monthly**	**Hourly**
Step 1 – Start	$60,275.04	$5,022.92	$2,511.46	$28.8674
Step 2 – 12 months	$67,549.20	$5,629.10	$2,814.55	$32.3511
Step 3 – 24 months	$73,551.12	$6,129.26	$3,064.63	$35.2256
Step 4 – 36 months	$76,950.48	$6,412.54	$3,206.27	$36.8537
Step 5 – 48 months	$80,204.16	$6,683.68	$3,341.84	$38.4119
Step 6 – 60 months	$84,397.68	$7,033.14	$3,516.57	$40.4204

Salary Schedule for Sergeants				
	Annual	**Monthly**	**Semi-Monthly**	**Hourly**
Start	$93,653.28	$7,804.44	$3,902.22	$44.8531
6 months	$97,801.20	$8,150.10	$4,075.05	$46.8396
18 months	$101,964.24	$8,497.02	$4,248.51	$48.8335

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

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

c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts

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

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

Section 2. <u>Longevity Pay:</u>

Section 2.A. Not Assigned to Patrol

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

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

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

Section 2.B. Assigned to Patrol

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

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

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

Section 3. Education Incentive:

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

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

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

Section 4. Retirement Calculations:

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

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

Section 5. Premiums:

Percentage	2013-2014 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$0.2887	$0.3235	$0.3523	$0.3685	$0.3841	$0.4042	$0.4485	$0.4684	$0.4883
2	$0.5773	$0.6470	$0.7045	$0.7371	$0.7682	$0.8084	$0.8971	$0.9368	$0.9767
3	$0.8660	$0.9705	$1.0568	$1.1056	$1.1524	$1.2126	$1.3456	$1.4052	$1.4650
4	$1.1547	$1.2940	$1.4090	$1.4741	$1.5365	$1.6168	$1.7941	$1.8736	$1.9533
5	$1.4434	$1.6176	$1.7613	$1.8427	$1.9206	$2.0210	$2.2427	$2.3420	$2.4417
6	$1.7320	$1.9411	$2.1135	$2.2112	$2.3047	$2.4252	$2.6912	$2.8104	$2.9300
7	$2.0207	$2.2646	$2.4658	$2.5798	$2.6888	$2.8294	$3.1397	$3.2788	$3.4183
8	$2.3094	$2.5881	$2.8180	$2.9483	$3.0730	$3.2336	$3.5882	$3.7472	$3.9067
9	$2.5981	$2.9116	$3.1703	$3.3168	$3.4571	$3.6378	$4.0368	$4.2156	$4.3950
10	$2.8867	$3.2351	$3.5226	$3.6854	$3.8412	$4.0420	$4.4853	$4.6840	$4.8834
11	$3.1754	$3.5586	$3.8748	$4.0539	$4.2253	$4.4462	$4.9338	$5.1524	$5.3717
12	$3.4641	$3.8821	$4.2271	$4.4224	$4.6094	$4.8504	$5.3824	$5.6208	$5.8600
13	$3.7528	$4.2056	$4.5793	$4.7910	$4.9935	$5.2547	$5.8309	$6.0891	$6.3484
14	$4.0414	$4.5292	$4.9316	$5.1595	$5.3777	$5.6589	$6.2794	$6.5575	$6.8367
15	$4.3301	$4.8527	$5.2838	$5.5281	$5.7618	$6.0631	$6.7280	$7.0259	$7.3250
16	$4.6188	$5.1762	$5.6361	$5.8966	$6.1459	$6.4673	$7.1765	$7.4943	$7.8134

Percentage	2013-2014 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$25.12	$28.14	$30.65	$32.06	$33.42	$35.17	$39.02	$40.75	$42.48
2	$50.23	$56.29	$61.29	$64.13	$66.83	$70.33	$78.05	$81.50	$84.97
3	$75.34	$84.43	$91.94	$96.19	$100.26	$105.50	$117.07	$122.25	$127.46
4	$100.46	$112.58	$122.58	$128.25	$133.68	$140.66	$156.09	$163.00	$169.94
5	$125.58	$140.73	$153.23	$160.31	$167.09	$175.83	$195.11	$203.75	$212.43
6	$150.68	$168.88	$183.87	$192.37	$200.51	$210.99	$234.13	$244.50	$254.91
7	$175.80	$197.02	$214.52	$224.44	$233.93	$246.16	$273.15	$285.26	$297.39
8	$200.92	$225.16	$245.17	$256.50	$267.35	$281.32	$312.17	$326.01	$339.88
9	$226.03	$253.31	$275.82	$288.56	$300.77	$316.49	$351.20	$366.76	$382.37
10	$251.14	$281.45	$306.47	$320.63	$334.18	$351.65	$390.22	$407.51	$424.86
11	$276.26	$309.60	$337.11	$352.69	$367.60	$386.82	$429.24	$448.26	$467.34
12	$301.38	$337.74	$367.76	$384.75	$401.02	$421.98	$468.27	$489.01	$509.82
13	$326.49	$365.89	$398.40	$416.82	$434.43	$457.16	$507.29	$529.75	$552.31
14	$351.60	$394.04	$429.05	$448.88	$467.86	$492.32	$546.31	$570.50	$594.79
15	$376.72	$422.18	$459.69	$480.94	$501.28	$527.49	$585.34	$611.25	$637.28
16	$401.84	$450.33	$490.34	$513.00	$534.69	$562.66	$624.36	$652.00	$679.77

2013-2014 Monthly Premium Chart

Percentage	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$50.24	$56.28	$61.30	$64.12	$66.84	$70.34	$78.04	$81.50	$84.96
2	$100.46	$112.58	$122.58	$128.26	$133.66	$140.66	$156.10	$163.00	$169.94
3	$150.68	$168.86	$183.88	$192.38	$200.52	$211.00	$234.14	$244.50	$254.92
4	$200.92	$225.16	$245.16	$256.50	$267.36	$281.32	$312.18	$326.00	$339.88
5	$251.16	$281.46	$306.46	$320.62	$334.18	$351.66	$390.22	$407.50	$424.86
6	$301.36	$337.76	$367.74	$384.74	$401.02	$421.98	$468.26	$489.00	$509.82
7	$351.60	$394.04	$429.04	$448.88	$467.86	$492.32	$546.30	$570.52	$594.78
8	$401.84	$450.32	$490.34	$513.00	$534.70	$562.64	$624.34	$652.02	$679.76
9	$452.06	$506.62	$551.64	$577.12	$601.54	$632.98	$702.40	$733.52	$764.74
10	$502.28	$562.90	$612.94	$641.26	$668.36	$703.30	$780.44	$815.02	$849.72
11	$552.52	$619.20	$674.22	$705.38	$735.20	$773.64	$858.48	$896.52	$934.68
12	$602.76	$675.48	$735.52	$769.50	$802.04	$843.96	$936.54	$978.02	$1,019.64
13	$652.98	$731.78	$796.80	$833.64	$868.86	$914.32	$1,014.58	$1,059.50	$1,104.62
14	$703.20	$788.08	$858.10	$897.76	$935.72	$984.64	$1,092.62	$1,141.00	$1,189.58
15	$753.44	$844.36	$919.38	$961.88	$1,002.56	$1,054.98	$1,170.68	$1,222.50	$1,274.56
16	$803.68	$900.66	$980.68	$1,026.00	$1,069.38	$1,125.32	$1,248.72	$1,304.00	$1,359.54

2015 ADDENDUM "A"

Section 1. Wage Rates For 2015:

Effective January 1, 2015, Wage rates shall be in accordance with the following schedules:

Salary Schedule for Deputies				
	Annual	**Monthly**	**Semi-Monthly**	**Hourly**
Step 1 – Start	$61,480.53	$5,123.38	$2,561.69	$29.44
Step 2 – 12 months	$68,900.03	$5,741.67	$2,870.83	$33.00
Step 3 – 24 months	$75,022.05	$6,251.84	$3,125.92	$35.93
Step 4 – 36 months	$78,489.59	$6,540.80	$3,270.40	$37.59
Step 5 – 48 months	$81,808.05	$6,817.34	$3,408.67	$39.18
Step 6 – 60 months	$86,085.73	$7,173.81	$3,586.91	$41.23

Salary Schedule for Sergeants				
	Annual	**Monthly**	**Semi-Monthly**	**Hourly**
Start	$95,526.42	$7,960.53	$3,980.27	$45.75
6 months	$99,757.12	$8,313.09	$4,156.55	$47.78
18 months	$104,003.70	$8,666.97	$4,333.49	$49.81

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

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

c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts

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

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

Section 2. <u>Longevity Pay:</u>

Section 2.A. Not Assigned to Patrol

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

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

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

Section 2.B. Assigned to Patrol

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

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

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

Section 3. Education Incentive:

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

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

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

Section 4. Retirement Calculations:

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

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

Section 5. Premiums:

Percentage	2015 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$0.2944	$0.3300	$0.3593	$0.3759	$0.3918	$0.4123	$0.4575	$0.4778	$0.4981
2	$0.5889	$0.6600	$0.7186	$0.7518	$0.7836	$0.8246	$0.9150	$0.9555	$0.9962
3	$0.8833	$0.9899	$1.0779	$1.1277	$1.1754	$1.2369	$1.3725	$1.4333	$1.4943
4	$1.1778	$1.3199	$1.4372	$1.5036	$1.5672	$1.6492	$1.8300	$1.9111	$1.9924
5	$1.4722	$1.6499	$1.7965	$1.8795	$1.9590	$2.0614	$2.2875	$2.3888	$2.4905
6	$1.7667	$1.9799	$2.1558	$2.2554	$2.3508	$2.4737	$2.7450	$2.8666	$2.9886
7	$2.0611	$2.3099	$2.5151	$2.6314	$2.7426	$2.8860	$3.2025	$3.3443	$3.4867
8	$2.3556	$2.6398	$2.8744	$3.0073	$3.1344	$3.2983	$3.6600	$3.8221	$3.9848
9	$2.6500	$2.9698	$3.2337	$3.3832	$3.5262	$3.7106	$4.1175	$4.2999	$4.4829
10	$2.9445	$3.2998	$3.5930	$3.7591	$3.9180	$4.1229	$4.5750	$4.7776	$4.9810
11	$3.2389	$3.6298	$3.9523	$4.1350	$4.3098	$4.5352	$5.0325	$5.2554	$5.4791
12	$3.5334	$3.9598	$4.3116	$4.5109	$4.7016	$4.9475	$5.4900	$5.7332	$5.9772
13	$3.8278	$4.2898	$4.6709	$4.8868	$5.0934	$5.3597	$5.9475	$6.2109	$6.4753
14	$4.1223	$4.6197	$5.0302	$5.2627	$5.4852	$5.7720	$6.4050	$6.6887	$6.9734
15	$4.4167	$4.9497	$5.3895	$5.6386	$5.8770	$6.1843	$6.8625	$7.1665	$7.4715
16	$4.7112	$5.2797	$5.7488	$6.0145	$6.2688	$6.5966	$7.3200	$7.6442	$7.9696

Percentage	2015 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$25.61	$28.71	$31.26	$32.70	$34.09	$35.87	$39.80	$41.57	$43.33
2	$51.23	$57.42	$62.52	$65.41	$68.17	$71.74	$79.61	$83.13	$86.67
3	$76.85	$86.13	$93.78	$98.11	$102.26	$107.61	$119.41	$124.70	$130.00
4	$102.47	$114.83	$125.04	$130.82	$136.35	$143.48	$159.21	$166.26	$173.34
5	$128.08	$143.54	$156.30	$163.52	$170.43	$179.35	$199.01	$207.83	$216.67
6	$153.70	$172.25	$187.56	$196.22	$204.52	$215.21	$238.82	$249.39	$260.01
7	$179.32	$200.96	$218.81	$228.93	$238.61	$251.08	$278.62	$290.96	$303.34
8	$204.94	$229.67	$250.07	$261.63	$272.69	$286.95	$318.42	$332.52	$346.68
9	$230.55	$258.38	$281.33	$294.34	$306.78	$322.82	$358.22	$374.09	$390.01
10	$256.17	$287.08	$312.59	$327.04	$340.87	$358.69	$398.03	$415.65	$433.35
11	$281.78	$315.79	$343.85	$359.74	$374.95	$394.56	$437.83	$457.22	$476.68
12	$307.41	$344.50	$375.11	$392.45	$409.04	$430.43	$477.63	$498.79	$520.02
13	$333.02	$373.21	$406.37	$425.15	$443.13	$466.30	$517.43	$540.35	$563.35
14	$358.64	$401.92	$437.63	$457.86	$477.21	$502.17	$557.24	$581.92	$606.69
15	$384.25	$430.63	$468.89	$490.56	$511.30	$538.04	$597.04	$623.48	$650.02
16	$409.87	$459.33	$500.15	$523.26	$545.39	$573.90	$636.84	$665.05	$693.36

2015 Monthly Premium Chart

Percentage	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$51.23	$57.42	$62.52	$65.41	$68.17	$71.74	$79.61	$83.13	$86.67
2	$102.47	$114.83	$125.04	$130.82	$136.35	$143.48	$159.21	$166.26	$173.34
3	$153.69	$172.25	$187.56	$196.22	$204.52	$215.21	$238:82	$249.39	$260.01
4	$204.94	$229.67	$250.07	$261.63	$272.69	$286.95	$318.42	$332.52	$346.68
5	$256.16	$287.08	$312.59	$327.04	$340.87	$358.69	$398.03	$415.65	$433.35
6	$307.41	$344.50	$375.11	$392.45	$409.04	$430.43	$477.63	$498.79	$520.02
7	$358.63	$401.92	$437.63	$457.86	$477.21	$502.17	$557.24	$581.92	$606.69
8	$409.87	$459.33	$500.15	$523.26	$545.39	$573.90	$636.84	$665.05	$693.36
9	$461.10	$516.75	$562.67	$588.67	$613.56	$645.64	$716.45	$748.18	$780.03
10	$512.34	$574.17	$625.18	$654.08	$681.73	$717.38	$796.05	$831.31	$866.70
11	$563.57	$631.58	$687.70	$719.49	$749.91	$789.12	$875.66	$914.44	$953.37
12	$614.81	$689.00	$750.22	$784.90	$818.08	$860.86	$955.26	$997.57	$1,040.04
13	$666.04	$746.42	$812.74	$850.30	$886.25	$932.60	$1,034.87	$1,080.70	$1,126.71
14	$717.28	$803.83	$875.26	$915.71	$954.43	$1,004.33	$1,114.47	$1,163.83	$1,213.38
15	$768.51	$861.25	$937.78	$981.12	$1,022.60	$1,076.07	$1,194.08	$1,246.96	$1,300.05
16	$819.75	$918.67	$1,000.29	$1,046.53	$1,090.77	$1,147.81	$1,273.69	$1,330.09	$1,386.72

2016 ADDENDUM "A"

Section 1. <u>Wage Rates For 2016:</u>

Effective January 1, 2016, Wage rates shall be in accordance with the following schedules:

Salary Schedule for Deputies				
	Annual	**Monthly**	**Semi-Monthly**	**Hourly**
Step 1 – Start	$62,710.16	$5,225.85	$2,612.92	$30.03
Step 2 – 12 months	$70,278.11	$5,856.51	$2,928.25	$33.66
Step 3 – 24 months	$76,522.49	$6,376.87	$3,188.44	$36.65
Step 4 – 36 months	$80,059.35	$6,671.61	$3,335.81	$38.34
Step 5 – 48 months	$83,444.21	$6,953.68	$3,476.84	$39.96
Step 6 – 60 months	$87,807.50	$7,317.29	$3,658.65	$42.05

Salary Schedule for Sergeants				
	Annual	**Monthly**	**Semi-Monthly**	**Hourly**
Start	$97,436.94	$8,119.74	$4,059.87	$46.67
6 months	$101,752.21	$8,479.35	$4,239.68	$48.73
18 months	$106,083.76	$8,840.31	$4,420.16	$50.81

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

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

c) If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts

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

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

Section 2. <u>Longevity Pay:</u>

Section 2.A. Not Assigned to Patrol

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

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

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

Section 2.B. Assigned to Patrol

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

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

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

Section 3. Education Incentive:

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

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

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

Section 4. Retirement Calculations:

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

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

Section 5. Premiums:

Percentage	2016 Hourly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$0.3003	$0.3366	$0.3665	$0.3834	$0.3996	$0.4205	$0.4667	$0.4873	$0.5081
2	$0.6007	$0.6732	$0.7330	$0.7669	$0.7993	$0.8411	$0.9333	$0.9746	$1.0161
3	$0.9010	$1.0097	$1.0995	$1.1503	$1.1989	$1.2616	$1.4000	$1.4620	$1.5242
4	$1.2013	$1.3463	$1.4659	$1.5337	$1.5985	$1.6821	$1.8666	$1.9493	$2.0323
5	$1.5017	$1.6829	$1.8324	$1.9171	$1.9982	$2.1027	$2.3333	$2.4366	$2.5403
6	$1.8020	$2.0195	$2.1989	$2.3006	$2.3978	$2.5232	$2.7999	$2.9239	$3.0484
7	$2.1024	$2.3561	$2.5654	$2.6840	$2.7975	$2.9437	$3.2666	$3.4112	$3.5564
8	$2.4027	$2.6926	$2.9319	$3.0674	$3.1971	$3.3643	$3.7332	$3.8986	$4.0645
9	$2.7030	$3.0292	$3.2984	$3.4508	$3.5967	$3.7848	$4.1999	$4.3859	$4.5726
10	$3.0034	$3.3658	$3.6649	$3.8343	$3.9964	$4.2053	$4.6665	$4.8732	$5.0806
11	$3.3037	$3.7024	$4.0314	$4.2177	$4.3960	$4.6259	$5.1332	$5.3605	$5.5887
12	$3.6040	$4.0390	$4.3978	$4.6011	$4.7956	$5.0464	$5.5998	$5.8478	$6.0968
13	$3.9044	$4.3756	$4.7643	$4.9845	$5.1953	$5.4669	$6.0665	$6.3351	$6.6048
14	$4.2047	$4.7121	$5.1308	$5.3680	$5.5949	$5.8875	$6.5331	$6.8225	$7.1129
15	$4.5050	$5.0487	$5.4973	$5.7514	$5.9946	$6.3080	$6.9998	$7.3098	$7.6210
16	$4.8054	$5.3853	$5.8638	$6.1348	$6.3942	$6.7285	$7.4664	$7.7971	$8.1290

Percentage	2016 Semi-Monthly Premium Chart								
	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$26.13	$29.28	$31.88	$33.36	$34.77	$36.59	$40.60	$42.40	$44.20
2	$52.26	$58.57	$63.77	$66.72	$69.54	$73.17	$81.20	$84.79	$88.40
3	$78.39	$87.85	$95.65	$100.07	$104.31	$109.76	$121.80	$127.19	$132.60
4	$104.51	$117.13	$127.54	$133.43	$139.07	$146.35	$162.39	$169.59	$176.81
5	$130.65	$146.41	$159.42	$166.79	$173.84	$182.93	$202.99	$211.98	$221.01
6	$156.77	$175.70	$191.31	$200.15	$208.61	$219.52	$243.59	$254.38	$265.21
7	$182.91	$204.98	$223.19	$233.51	$243.38	$256.11	$284.19	$296.78	$309.41
8	$209.03	$234.26	$255.07	$266.86	$278.15	$292.69	$324.79	$339.17	$353.61
9	$235.16	$263.54	$286.96	$300.22	$312.92	$329.28	$365.39	$381.57	$397.81
10	$261.30	$292.83	$318.84	$333.58	$347.68	$365.86	$405.99	$423.97	$442.02
11	$287.42	$322.11	$350.73	$366.94	$382.45	$402.45	$446.59	$466.36	$486.22
12	$313.55	$351.39	$382.61	$400.30	$417.22	$439.04	$487.18	$508.76	$530.42
13	$339.68	$380.67	$414.50	$433.65	$451.99	$475.62	$527.78	$551.16	$574.62
14	$365.81	$409.96	$446.38	$467.01	$486.76	$512.21	$568.38	$593.55	$618.82
15	$391.94	$439.24	$478.27	$500.37	$521.53	$548.80	$608.98	$635.95	$663.02
16	$418.07	$468.52	$510.15	$533.73	$556.29	$585.38	$649.58	$678.35	$707.23

2016 Monthly Premium Chart

Percentage	Deputy Step 1	Deputy Step 2	Deputy Step 3	Deputy Step 4	Deputy Step 5	Deputy Step 6	Sergeant Step 1	Sergeant Step 2	Sergeant Step 3
1	$52.25	$58.57	$63.77	$66.72	$69.54	$73.17	$81.20	$84.79	$88.40
2	$104.52	$117.13	$127.54	$133.43	$139.07	$146.35	$162.39	$169.59	$176.81
3	$156.77	$175.70	$191.31	$200.15	$208.61	$219.52	$243.59	$254.38	$265.21
4	$209.03	$234.26	$255.07	$266.86	$278.15	$292.69	$324.79	$339.17	$353.61
5	$261.30	$292.83	$318.84	$333.58	$347.68	$365.86	$405.99	$423.97	$442.02
6	$313.55	$351.39	$382.61	$400.30	$417.22	$439.04	$487.18	$508.76	$530.42
7	$365.82	$409.96	$446.38	$467.01	$486.76	$512.21	$568.38	$593.55	$618.82
8	$418.07	$468.52	$510.15	$533.73	$556.29	$585.38	$649.58	$678.35	$707.23
9	$470.32	$527.09	$573.92	$600.45	$625.83	$658.56	$730.78	$763.14	$795.63
10	$522.59	$585.65	$637.69	$667.16	$695.37	$731.73	$811.97	$847.94	$884.03
11	$574.84	$644.22	$701.46	$733.88	$764.91	$804.90	$893.17	$932.73	$972.43
12	$627.10	$702.78	$765.22	$800.59	$834.44	$878.07	$974.37	$1,017.52	$1,060.84
13	$679.37	$761.35	$828.99	$867.31	$903.98	$951.25	$1,055.57	$1,102.32	$1,149.24
14	$731.62	$819.91	$892.76	$934.03	$973.52	$1,024.42	$1,136.76	$1,187.11	$1,237.64
15	$783.87	$878.48	$956.53	$1,000.74	$1,043.05	$1,097.59	$1,217.96	$1,271.90	$1,326.05
16	$836.14	$937.04	$1,020.30	$1,067.46	$1,112.59	$1,170.77	$1,299.16	$1,356.70	$1,414.45

ADDENDUM "B"
(Effective July 1, 2015)

Plan Feature	PPO Gold	PPO Silver	PPO Bronze	Group Health Gold	Group Health Silver	Group Health Bronze
Annual Deductible	$100/person $300/family	$600/person $1,800/family	$800/person $2,400/family	$0	$0	$0
Coinsurance (Medical)	90% network 65% out of network	75% network 45% out of network	75% network 45% out of network	$20	$35	$50
Annual Out-of-Pocket Maximum In Network (Medical)	$800/person $1,600/family + deductible	$1,000/person $2,000/family + deductible	$1,200/person $2,400/family + deductible	$1,000/person $2,000/family+ Rx copay does not count towards annual out-of-pocket max	$2,000/person $4,000/family Rx copay does not count towards annual out-of-pocket max	$3,000/person $6,000/family Rx copay does not count towards annual out-of-pocket max
ER copay	Emergency care, network: 90% after $100 copay/visit (waived if admitted)	Emergency care, network: 75% after $100 copay/visit (waived if admitted)	Emergency care, network: 75% after $100 copay/visit (waived if admitted)	Network: 100% after $100 copay/visit ($100 copay is waived, but $200 copay/admission for hospital care applies if admitted)	Network: 100% after $100 copay/visit ($100 copay is waived, but $400 copay/admission for hospital care applies if admitted)	Network: 100% after $100 copay/visit ($100 copay is waived, but $600 copay/admission for hospital care applies if admitted)
Rx copays	$7 generic drugs $30 preferred brand $60 non-preferred brand	$7 generic drugs $30 preferred brand $60 non-preferred brand	$7 generic drugs $30 preferred brand $60 non-preferred brand	$10 generic drugs $15 preferred brand $25 non-preferred brand	$10 generic drugs $15 preferred brand $25 non-preferred brand	$10 generic drugs $15 preferred brand $25 non-preferred brand
Annual Out-of-Pocket Max (Rx)	$1,500/person $3,000/family	$1,500/person $3,000/family	$1,500/person $3,000/family			
Benefit Access Fee	$75	$75	$75	$0	$0	$0

NO DUAL AVERAGE

ATTACHMENT A

Deputy Sheriff Retiree Benefit Option - Summary*

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

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

Eligibility

Deputy sheriffs qualify for retiree benefits if they:

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

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

When County-Paid Coverage Ends

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

Retiree Benefits Versus COBRA

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

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

Notification

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

Options

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

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

Monthly Rates

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

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