

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

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1 **KING COUNTY POLICE OFFICERS GUILD**

2 **AND**

3 **KING COUNTY**

4
5 These articles constitute an Agreement, terms of which have been negotiated in good faith,
6 between King County (County) and the King County Police Officers Guild (Guild). This Agreement
7 shall be subject to approval by Ordinance by the Metropolitan County Council of King County,
8 Washington, and to ratification in accordance with the policy of the Guild.

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

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

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

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

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

24 **Section 1.4. Notification to New Employees.** The KCSO will provide all newly hired
25 employees in the bargaining unit or those employees promoted or demoted to a position included in
26 the bargaining unit, with a form which will inform them of the Guild's exclusive recognition. The
27 County will provide the names of all employees newly hired and promoted or demoted into a position
28 in the bargaining unit to the Guild within 30 days of appointment. The County shall provide an
opportunity for the Guild to meet with those employees.

1 **Section 1.5. List of Employees.** KCSO will transmit to the Guild a current listing of all
2 employees in the bargaining unit within 30 days of request for same but not to exceed four times per
3 calendar year. Such list shall include the name of the employee, classification, division, date of hire,
4 date of rank and wage rate.

5 **ARTICLE 2: MANAGEMENT'S RIGHTS**

6 It is recognized that the County retains the right to manage the affairs of the County and to
7 direct the work force. Such functions of the County include, but are not limited to: determine the
8 mission, budget, organization, number of employees, and internal security practices of KCSO;
9 recruit, examine, evaluate, promote, train, and determine the time and methods of such action;
10 discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force;
11 develop and modify classification specifications; determine the method, materials, and tools to
12 accomplish the work; designate duty stations and assign employees to those duty stations; establish
13 reasonable work rules; assign the hours of work and take whatever actions may be necessary to carry
14 out KCSO's mission in case of emergency. In prescribing policies and procedures relating to
15 personnel and practices, and to the conditions of employment, the County will comply with State law
16 to negotiate over mandatory subjects of bargaining. However, the parties agree that the County
17 retains the right to implement any changes to policies or practices, after discussion with the Guild,
18 where those policies or practices do not concern mandatory subjects of bargaining.

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

ARTICLE 3: HOLIDAYS

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

<i>Day of Observance</i>	<i>Commonly Called</i>
First day of January	New Year's Day
Third Monday of January	Martin Luther King, Jr. Day
Third Monday of February	Presidents' Day
Last Monday of May	Memorial Day
19 th day of June	Juneteenth
Fourth day of July	Independence Day
First Monday of September	Labor Day
Second Monday in October	Indigenous Peoples' Day
11 th day of November	Veterans Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	Day After Thanksgiving
25 th day of December	Christmas Day

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

Section 3.2. Holidays - Employees on a 5/2 Schedule. Employees working a traditional 5/2 schedule with Saturdays and Sundays as off days, that are normally not scheduled to work holidays, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on the day of observance shall be at the contractual overtime rate of pay in addition to the holiday pay.

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

8 **Section 3.3. Holidays - Employees on a fixed 4/10 Schedule.** Employees on a fixed 4/10
9 schedule shall observe the paid holidays specified in Article 3.1. Employees who are not normally
10 scheduled to work holidays shall observe holidays occurring on the first day off on the last workday
11 before the three days off. Holidays occurring on the second or third day off shall be observed on the
12 first workday after the holiday. Work performed on the day of observance shall be paid at the
13 contractual overtime rate.

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

24 **Section 3.4. Holidays - Employees on a Rotating 4/10 Schedule.** Upon KCSO's
25 implementation of an actual hours payroll, employees on a rotating 4/10 schedule shall submit and be
26 paid eight hours of holiday pay for each holiday. An employee working a rotating 4/10 schedule who
27 works any part of their regular shift between 0000 hours through 2400 hours on the day of
28 observance of a holiday, as specified in Section 3.1, shall be paid at the contractual overtime rate for
all regular work performed on the day of observance.

Section 3.5. Eligibility for Holiday Pay. An employee will be eligible for holiday pay unless the employee is in a leave without pay status on the working day prior to and following a holiday; provided however, an employee who has at least five 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.

Section 3.6. Part-time Hourly Accrual. Part-time regular employees shall receive holiday pay prorated to reflect their normal schedule.

ARTICLE 4: VACATIONS

Section 4.1. 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:

Months of Service	Hourly Accrual Rate	Approximate Hours per Year
0	0.04620	96
60	0.05770	120
96	0.06160	128
120	0.07700	160
192	0.08080	168
204	0.08470	176
216	0.08850	184
228	0.09240	192
240	0.09620	200
252	0.10010	208
264	0.10390	216
276	0.10780	224
288	0.11160	232
300	0.11540	240

To determine approximate vacation days accrued per year, divide the appropriate hours per year amount by eight (for employees on a 5/2 schedule) or ten (for employees on a 4/10 schedule).

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

1 Act (WSFCA).

2 **Section 4.3. Hourly Accrual.** Part-time regular employees shall accrue vacation leave in
3 accordance with the vacation leave schedule set forth in Section 4.1 of this Article, however such
4 accrual rates shall be prorated to reflect their normal schedule.

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

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

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

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

17 **Section 4.8. Maximum Vacation Accrual and Payment.** The maximum total vacation accrual
18 for employees hired before January 1, 2025, is 480 hours per employee. The maximum total vacation
19 accrual for employees hired on or after January 1, 2025, is 320 hours per employee. All employees
20 shall use or forfeit excess vacation accrual that is not used on or before the last day of the pay period
21 that includes December 31st of the year in which the excess was accrued; provided that, employees
22 may continue to accrue additional vacation beyond the maximum herein, upon request and with
23 KCSO approval, if cyclical workloads, work assignments or other reasons as may be in the best
24 interests of the County prevent the County from scheduling the vacation as not to create a forfeiture.

25 Employees who leave County employment for any reason will be paid for their unused
26 vacation up to the applicable maximum specified herein, except those employees who become
27 disabled and retire as a result thereof shall be paid for all unused vacation. This vacation leave cash-
28 out is subject to any determination by the bargaining unit to have their funds placed in Voluntary
Employee Beneficiary Association (VEBA) accounts upon retirement as a result of service, as set

1 forth in the King County Code. Such determination is applicable to all members of the bargaining
2 unit.

3 **Section 4.9. Vacation Scheduling - Seniority Basis.** Vacation that is requested prior to April
4 1st of each year, shall be approved by Guild or Rank Seniority within each shift, squad, or unit.
5 Vacation requests for four or more consecutive days of vacation (excluding furlough days and
6 holidays), submitted prior to April 1st, for vacation to be taken during the 12 months subsequent to
7 May 1st of the same year, shall be approved or denied by May 1st, by Guild or Rank Seniority within
8 each shift, squad, or unit. Such approval shall not be unreasonably denied. Vacation requests
9 submitted subsequent to April 1st shall be granted dependent upon KCSO needs on a first come, first
10 served basis. Employees who are transferred involuntarily and who already had their vacation
11 request approved, will be allowed to retain that vacation period regardless of their seniority within the
12 new shift, squad, or unit to which they are transferred.

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

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

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

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

26 **Section 5.1. Accrual.** Every LEOFF 2 employee in a regular full-time position shall accrue
27 sick leave benefits on an hourly basis at 0.04616 per regular hour, exclusive of overtime hours
28 worked, would yield the employee approximately 96 hours per year if the employee remained in pay

1 status for the entire year. An employee shall not accrue sick leave while not in pay status. The
2 employee is not entitled to sick leave if not previously earned.

3 a) Employees working more than 74 hours in a workweek shall accrue an additional
4 0.025 hours of sick leave for each hour worked beyond 74 hours.

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

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

9 b) To allow an employee to provide care for an eligible family member with an
10 injury, mental or physical illness or health condition, for a family member who needs medical
11 diagnosis, care or treatment of a mental or physical illness, injury or health condition, or for a family
12 member who needs preventative medical care;

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

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

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

19 f) For family and medical leave available under federal, state and county law, and
20 Section 5.12.

21 **Section 5.3. Loss of Monthly Accrual.** Discipline resulting in suspension not exceeding ten
22 working days shall not serve to reduce sick leave credit.

23 **Section 5.4. Use of Vacation in Lieu of Sick Leave.** During the first six months of full-time
24 service a regular employee may, at KCSO's discretion, be advanced six days (48 hours) of unearned
25 vacation. In the event the employee voluntarily leaves County employment before the end of their
26 first six months of service, the County may reduce the employee's final paycheck for any previously
27 advanced vacation, subject to any limitations under Washington State law. Any other eligible
28 employee with accrued leave benefits may, with KCSO approval, use accrued vacation, holiday, and

1 other accrued paid leave as an essential extension of used sick leave prior to going on an unpaid leave
2 of absence.

3 **Section 5.5. Sick Leave Increments.** Sick leave may be used in 0.5 hour increments.

4 **Section 5.6. No Maximum Accrual.** There shall be no limit to the hours of sick leave accrued
5 by an employee.

6 **Section 5.7. Healthcare Provider's Certificate.** KCSO is responsible for the proper
7 administration of the sick leave benefit. If an employee takes more than three consecutive days of
8 sick leave, a certificate verifying illness or inability to perform work may be required when KCSO
9 has a reasonable belief that an employee has abused sick leave. KCSO will make a reasonable effort
10 to notify an employee prior to their return to work that a certificate will be required. In addition, after
11 an absence of three or more days, KCSO may require the employee to submit a certification for
12 leaves that may qualify as family or medical leave pursuant to Section 5.12 of this Article.

13 **Section 5.8. Sick Leave Upon Separation/Return to Service.** Separation from King County
14 employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall
15 cancel all sick leave currently accrued to the employee. Should the regular employee resign in good
16 standing, be separated for non-disciplinary medical reason, be laid off or resign in lieu of layoff and
17 return to the County within two years, accrued sick leave shall be restored.

18 **Section 5.9. Sick Leave Cash Out Upon Retirement or Death.** The County will cash out 35
19 percent of an employee's unused, accumulated sick leave, if the employee has at least five years of
20 service and also: (1) takes a regular retirement with full benefits as a result of length of service or
21 early retirement at age 50, with 20 years of service, under the LEOFF 2 Retirement System; (2)
22 terminates County service by death; or (3) terminates County service after 25 years of service for any
23 reason. All payments shall be made in cash, based on the employee's base rate as set forth in
24 Addendum "A". This sick leave cash-out is subject to any determination by the bargaining unit to
25 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon
26 retirement as a result of service, as set forth in the King County Code. Such determination is
27 applicable to all members of the bargaining unit.

28 **Section 5.10. Maximum Pay Allowed.** Employees injured on the job cannot simultaneously
collect sick leave and worker's compensation payments greater than net regular pay of the employee.

1 **Section 5.11. Bereavement Leave.** Employees shall be entitled to 40 hours, prorated for part-
2 time employees, of bereavement leave for each death of a member of the employee's immediate
3 family. In the event that the County modifies the KCC which provides bereavement benefits which
4 are more favorable than those contained in this contract, the County will offer such new provisions to
5 the Guild. For the purposes of this section, immediate family means spouse, domestic partner, child,
6 parent, son-in-law, daughter-in-law, grandparent, grandchild, or sibling and child, parent,
7 grandparent, grandchild or sibling of the spouse or domestic partner and any persons for whose
8 financial or physical care the employee is principally responsible.

9 **Section 5.12. Paid Parental Leave, and Family Medical Leaves.**

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

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

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

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

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

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

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

b) Family Medical Leaves.

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

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

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

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

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

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

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

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

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

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

23 **Section 5.13. Special Sick Leave.** All newly hired LEOFF 2 employees shall be provided
24 with 23 days of special sick leave, which shall be used only to supplement the employee's industrial
25 insurance benefit should the employee be injured on the job during their first calendar year on the job
26 in accordance with the supplemental disability leave provisions of the state law. The special sick
27 leave shall not be used until three days of regular sick leave have been used for each incident of on-
28 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

1 years, all LEOFF 2 employees shall be provided with 23 days special sick leave which shall only be
2 utilized in the circumstances as herein described. Special sick leave is non-cumulative, but is
3 renewable annually. Part-time employees shall be provided with special sick leave prorated to reflect
4 their normal schedule.

5 **Section 5.14. Special Worker's Compensation Supplement.** The County will provide a
6 Special Worker's Compensation Supplement to LEOFF 2 employees who are injured on the job,
7 maintain eligibility for Worker's Compensation and are unable to work (as determined by the
8 County's Safety and Claims Management Division) for a period exceeding six consecutive months,
9 but not to exceed 12 consecutive months; provided that the employee's condition is the result of an
10 injury occurring during the search, arrest or detention of any person/place, or during the attempt to
11 search, arrest or detain any person/place or occurring when an employee is involved in an emergency
12 response to a request for service.

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

18 The Special Worker's Compensation Supplement shall be reduced by the amount of any State
19 legislatively mandated increase in benefits for LEOFF 2 employees which occur during the term of
20 this Agreement.

21 Part-time employees' Special Worker's Compensation Supplement shall be prorated to reflect
22 their normal schedule.

23 **Section 5.15. Working Transitional Duty.** LEOFF 2 employees, who are injured on the job
24 and are assigned to a transitional duty assignment, will not be required to use their personal sick leave
25 to attend medical, psychological, or physical therapy appointments that are a result of the on-the-job
26 injury. Time away from work to attend such appointments shall be taken out of the employee's
27 Special Sick Leave using the same formula as if the employee had not returned to work.
28

ARTICLE 6: WAGE RATES

Section 6.1. Wages.

a) Effective January 1, 2025, wage rates shall be increased by 4.0%. *2025 Addendum*

“A” reflects a 4.0% increase over the rates paid on December 31, 2024.

b) Effective January 1, 2026, wage rates shall be increased by 4.0%. *2026 Addendum*

“A” reflects a 4.0% increase over the rates paid on December 31, 2025.

c) Effective January 1, 2027, wage rates shall be increased by 4.0%. *2027 Addendum*

“A” reflects a 4.0% increase over the rates paid on December 31, 2026.

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

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

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

Section 6.4. Motorcycle Patrol 5%. Employees assigned to Motorcycle Patrol on a full-time basis will receive an additional five percent of their base rate, Addendum “A” while so assigned.

Section 6.5. Training Unit Premium 6%. Employees assigned to ATU or BTU on a full-time basis will receive an additional six percent of their base rate, Addendum “A” while so assigned.

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

Section 6.7. K-9 Unit 10%. K-9 handlers and K-9 sergeants assigned to the K-9 unit will receive an additional ten percent of their base rate, Addendum “A” while so assigned. For K-9 handlers, the first 90 minutes of each workday will be designated for work with the animal. If the handler is unable to complete this work at the beginning of their shift, they will go home 90 minutes early (or that portion of 90 minutes that was not completed at the beginning of the shift). If workload does not permit the handler to take the 90 minutes during their shift, they will submit for 90 minutes of overtime (or that portion of 90 minutes remaining). Each handler will also receive one hour and 20 minutes of overtime each biweekly pay period for miscellaneous K-9 chores. When submitting

1 leave requests for full days off, K-9 officers shall request all of their scheduled shift, inclusive of the
2 90 minutes that is designated for work with the animal. K-9 officers shall be compensated for 90
3 minutes of animal care and the additional one hour and 20 minutes of overtime while on leave
4 (vacation, compensatory, sick) if the K-9 officer chooses to not kennel the K-9. The parties agree that
5 the above-described schedule is reasonable and provides adequate compensation for K-9 handlers
6 who provide off-duty care and training for their assigned animal.

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

11 **Section 6.9. Patrol Pay.**

- 12 a) Patrol Pay effective January 1, 2025 – December 31, 2025, 2%. Uniformed
13 employees with the rank of Deputy or Sergeant primarily assigned to traffic,
14 reactive, and proactive patrol will receive an additional two percent of their base
15 rate, Addendum “A” while so assigned. All personnel orders shall designate if an
16 assignment is eligible or ineligible for patrol and/or patrol longevity pay.
- 17 b) Patrol Pay effective January 1, 2026 – December 31, 2026, 2.5%. Uniformed
18 employees with the rank of Deputy or Sergeant primarily assigned to traffic,
19 reactive, and proactive patrol will receive an additional two and one half percent of
20 their base rate, Addendum “A” while so assigned. All personnel orders shall
21 designate if an assignment is eligible or ineligible for patrol and/or patrol longevity
22 pay.
- 23 c) Patrol Pay effective January 1, 2027, 3%. Uniformed employees with the rank of
24 Deputy or Sergeant primarily assigned to traffic, reactive, and proactive patrol will
25 receive an additional three percent of their base rate, Addendum “A” while so
26 assigned. All personnel orders shall designate if an assignment is eligible or
27 ineligible for patrol and/or patrol longevity pay.

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

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

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

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

Section 6.14. Level 2 Detective Pay - 8%. Employees assigned as a Detective Level 2 will receive an additional eight percent of their base rate, Addendum “A” while so assigned. This section applies to detectives and sergeants only who are assigned to: MARR, SAU, MCU, MRO, DFU, SAR and CIU.

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

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

Sergeants who are assigned as the Precinct Phase 2 or Phase 3 PTO Sergeant on a fulltime basis will receive three percent above Step 3 of the Sergeant’s pay range while so assigned. When applicable, PTO Sergeants will collect patrol pay simultaneously with PTO compensation and PTO

Sergeants receiving Detective pay will collect PTO pay simultaneously. The parties will discuss in labor management committee meetings issues of concern to either party and suggestions by either party for improvement to the PTO Program. This section shall not be interpreted as a contract reopening provision.

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

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

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

- a) ARFF Level 1 – 2%: Upon successful completion of any one benchmark the ARFF deputy will receive an additional two percent of their Addendum “A” base hourly rate.
- b) ARFF Level 2 – 4%: Upon successful completion of any two benchmarks the ARFF deputy will receive an additional four percent of their Addendum “A” base hourly rate.
- c) ARFF Level 3 – 6%: Upon successful completion of any three benchmarks the ARFF deputy will receive an additional six percent of their Addendum “A” base hourly rate.
- d) ARFF Level 4 – 8%: Upon successful completion of any four benchmarks the ARFF deputy will receive an additional eight percent of their Addendum “A” base hourly rate.

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

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

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

Section 6.21. Rapid Deployment Force (RDF) 10%. Employees assigned to the RDF shall receive an additional ten percent of the base rate, Addendum “A” only while attending RDF-specific training and while deployed in an RDF capacity.

Section 6.22. Premium Limit. No employee shall receive more than one of the premiums set forth above at any given time except as expressly provided in this Article.

Section 6.23. Patrol Longevity. Eligible employees primarily assigned to traffic, reactive, and proactive patrol shall receive Patrol Longevity as outlined in the Patrol Longevity schedule attached as Addendum A. Employees who receive Patrol Longevity will not also receive Regular Longevity. All new personnel orders shall designate if an assignment is eligible or ineligible for patrol and/or patrol longevity pay.

Section 6.24. Regular Longevity. Eligible employees shall receive Regular Longevity as outlined in the Regular Longevity schedule attached as Addendum A. Employees who receive Regular Longevity will not also receive Patrol Longevity.

Section 6.25. Education Incentive. Eligible employees will receive education incentive as outlined in Addendum “A”.

Section 6.26. Bilingual Premium. Employees who are qualified as bilingual personnel shall have an additional \$0.95 (\$1.90 for two or more languages) added to their hourly base rate of pay for all compensated hours. This shall be in addition to any other premiums being earned by the employee.

Section 6.27. Reinstatement. Employees who leave service with KCSO and return to service within 24 months shall, upon reinstatement, be compensated consistent with KCSO’s Lateral Hire Policy and Section 6.23 and 6.24 of this Article. All reinstated employees will serve a one year probation period upon reinstatement.

Section 6.28. Lateral Hires Step Placement and Vacation Accrual Rate. KCSO may hire officers with prior law enforcement experience at a wage rate not to exceed where the officer would be placed on the wage schedule had all of their prior experience been with KCSO. Prospectively with the implementation of the 2022 - 2024 Agreement, lateral hires with prior law enforcement experience may receive credit towards their vacation accrual rate equal to that which they are given for their wage placement, up to a maximum of five years. For example, a lateral hire with three and a half years of prior experience would be given three years of prior service credit for step placement and three years of credit toward their vacation accrual rate; a lateral hire with more than five years of prior experience would be given five years of prior service credit for step placement and five years of credit towards their vacation accrual rate.

Section 6.29. Biweekly Payroll. Employees shall be paid on a biweekly actual hours basis. Implementation of biweekly actual hours pay shall occur when technically possible in the KCSO payroll system and adequate advance notice has been given to the Guild. Management adjustments to an employee's regular scheduled shift(s) for training or staffing needs shall not result in a loss of pay for the employee.

ARTICLE 7: OVERTIME

Section 7.1. Overtime Payable. Except as otherwise provided in this Article or any Memorandum of Understanding executed between the parties, employees shall be paid at the contractual daily overtime rate for all hours worked inclusive of lunch period, outside of the employee's regularly scheduled shift. For the purposes of this section, the contractual daily overtime rate is defined as one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

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

1 b) Off-Duty Telephone Calls. Time worked shall include telephone calls during off
2 duty hours. Such telephone calls that do not exceed 0.1 hours (6 minutes) shall be paid at the rate of
3 0.1 hours at the contractual overtime rate. Call(s) that that individually or cumulatively exceed 0.1
4 hours in length in one hour shall be paid at the rate of one hour at the contractual overtime rate.
5 Multiple calls within that hour are covered by that one hour of overtime.

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

12 **Section 7.2. Compensatory Time.**

13 An employee may choose to receive compensatory time in lieu of overtime pay pursuant to
14 the following: Compensatory time shall be equal to one and one-half times the hours worked. No
15 employee shall be allowed to accrue more than 80 straight time hours of compensatory time at any
16 given time. An employee working overtime on a patrol shift may only receive compensatory time
17 when that employee is working in their regular assignment or if an employee working patrol has been
18 subject to mandatory overtime.

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

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

26 b) Compensatory time must be used during the calendar year in which it is accrued
27 unless this is not feasible due to work demands. The employee may then request, and the
28 Sheriff/designee may approve, the carryover of a maximum of 40 hours of accrued compensatory
time. Employees will be paid in the pay period that includes December 31 for all accrued

1 compensatory time not carried over into the following year. Compensatory hours that have been
2 carried over must be used within the first quarter of the new calendar year, or will be cashed out in
3 the pay period that includes March 31.

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

8 **Section 7.3. Standby.**

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

12 KCSO and the Guild agree that the use of off duty standby time shall be minimized consistent
13 with sound law enforcement practices and the maintenance of public safety. Off duty standby
14 assignments shall be for a fixed predetermined period of time. Employees formally placed on off
15 duty standby status shall be compensated at the rate of 50 percent of the employee's hourly base rate
16 of pay as specified in Addendum A for each hour they are on off duty standby status. If the employee
17 is actually called back to work, the off duty standby premium shall cease at that time and normal
18 overtime rules and Section 7.4 shall apply. Personnel assigned to KCSO vehicles shall not be
19 deemed as being on standby status unless specifically assigned to standby status.

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

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

28 A minimum of four hours at the contractual overtime rate shall be allowed for each callout.

Where such overtime exceeds four hours, the actual hours worked shall be allowed at the overtime

1 rate.

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

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

12 Employees who are assigned to "on-call" duty are required to restrict personal activities and
13 carry a pager/cell phone for the purpose of 1) being ready to respond to callouts or 2) be the contact
14 person for off-duty telephone calls. Such assignments shall be for a weekend, which commences at
15 4:00 p.m., on Friday and continues until 8:00 a.m. Monday. Holiday weekends are those weekends
16 when a Friday or Monday is a holiday, thus extending the weekend-on call assignment by an
17 additional 24 hours (or by an additional 48 hours over Thanksgiving weekend). The determination of
18 who shall be assigned on-call will be made by KCSO. When operationally possible, KCSO will
19 make a good faith effort to rotate on-call assignments. Moreover, KCSO will not impose restrictions
20 on personal activities (other than carrying a pager/cell phone) unless assigned on-call. Employees'
21 on-call duty shall be paid at the rate of 12 hours of regular pay for each on-call weekend assignment,
22 or 16 hours of regular pay shall be paid for an assigned holiday weekend or 20 hours for the
23 Thanksgiving weekend. Hours spent on-call are not hours of work for purposes of computing
24 overtime.

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

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

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

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

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

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

15 d) Employees who are called in for court while on their vacation or on compensatory
16 time off shall be placed on overtime pay status and compensated for a full day's pay. In addition,
17 their vacation accrual shall be credited with an additional vacation day or compensatory day.
18 Provided that if the employee has received a valid subpoena for a specific date prior to submitting a
19 request for vacation or compensatory time off for that same date, they will not be entitled to the
20 additional vacation day or compensatory day.

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

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

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

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

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

15 **a) *Superior Court.***

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

27 **b) *District Court.***

28 Employees 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

1 conditions:

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

6 c) *Jury Trials.*

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

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

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

13 A phone recorder is available in every district court office; employees are not required to
14 make this call during their off-duty hours. Employees may notify the Prosecutor in writing or in
15 person of the above information. Once the case has been given a specific trial date, the Deputy
16 Prosecuting Attorney will provide the court appearance schedule to KCSO. The employee and the
17 employee's supervisor will be informed of the specific trial date information. The trial information
18 will also be on the phone recorder at the Prosecutor's office; officers may call this number directly
19 during duty hours for trial information.

20 d) *Bench Trials.*

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

23 (1) Confirm the employee will attend court;

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

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

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

28 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

1 court on work time or as if they were working their normal shift. No overtime will be paid for such
2 appearances.

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

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

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

10 **Section 7.10. Portal to Portal Pay.** Whenever Portal to Portal pay is provided for in this
11 Article, the time shall be calculated based on the most direct route. In the event an employee lives
12 more than 25 miles from the King County line, compensable time shall begin/end when the officer
13 crosses the 25 mile threshold.
14

15 **Section 7.11. Extraditions.** Extraditions will be handled as follows:

- 16 a) There will be at least two employees on an extradition.
17 b) Any extradition to the Eastern Time zone will be for three days.
18 c) If the extradition is expected to take 14 hours or less, it will be done in one day.

19 This calculation includes the time period from when the employee leaves for the airport until the
20 employee returns to the King County Jail/RJC. If it is expected that the time for the extradition will
21 be more than 14 hours, the extradition will be over two days, except that if the employee will not
22 have 12 hours of expected "downtime" at the out-of-town location the extradition will be scheduled
23 for three days.
24

25 d) On a one day extradition, the employee will be paid from the time they leave for
26 Sea-Tac Airport until dropping off the prisoner at the King County Jail/Regional Justice Center. On a
27 two or three day extradition, the employee will be paid on the first day from the time they leave for
28 Sea-Tac Airport until arriving at the hotel, and on the return travel day from the time the employee

1 leaves the hotel until returning to the King County Jail/Regional Justice Center. On a three day
2 extradition, the non-travel day will be considered a workday.

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

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

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

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

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

11 Except for any other provisions of this Article, the Guild grants to King County the right to
12 pay statutory overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and RCW
13 49.46.130(5). King County shall notify the Guild, in writing, of the establishment of all 7(k) work
14 periods which shall include a written description of the established work period. The right to pay
15 overtime under this section shall include, but not be limited to, those employees who perform work
16 for the Department of Natural Resources and Parks and the Department of Local Services.

17 **ARTICLE 8: HOURS OF WORK**

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

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

Section 8.3. Rotating 4/10 schedules. Employees may be assigned to work a rotating 4/10 schedule that consists of ten-hour workdays with a repeating 22-day period of four days on, three days off, four days on, three days off, four days on, followed by four days off. Employees assigned to a rotating 4/10 schedule work all holidays that fall on their regular workdays.

Section 8.4. Fixed 4/10 schedules. Employees may be assigned to work a fixed 4/10 schedule that consists of four 10-hour workdays with a repeating seven-day period of four days on followed by three days off. Holidays shall be pursuant to Article 3.

Section 8.5. 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 KCSO. Denial of an alternative work schedule by the KCSO shall not be subject to the grievance procedure.

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

Section 8.7. Changing Work Schedules. Proposed changes in the work schedules (i.e., 5/2 and 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 8.8. Training. For employees not working flexible shifts, training shall be handled in the following manner and shall be subject to the two-week notification requirements of Section 8.1:

a) KCSO can schedule training to start within four hours of the starting time of the employee's shift without incurring overtime liability. If the training commences more than four hours outside the starting time of the employee's shift, the employee shall be paid the contractual overtime rate 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 hours outside the starting time of the employee's shift, KCSO can elect to relieve the employee with pay for their shift prior to the

1 training day (including shifts that occur prior to a furlough day(s)). On the day of the training, the
2 employee's work during training shall be considered to be the employee's shift. The employee will
3 only be entitled to contractual overtime on the training day if the training lasts longer than their
4 regular or temporary training schedule.

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

7 d) All training lasting five or more hours shall be paid for as provided in this section.
8 At the KCSO's option, training of less than five hours duration may be paid as provided by Section
9 7.4, or 7.1(c) for virtual trainings, instead of in compliance with subsections a) and b) above.

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

12 **Section 8.9. Flexible Schedules.** It is recognized that certain employees within this
13 bargaining unit must flex their schedules in order to meet the demands of the job. New employees
14 who are hired into these specific positions will be advised as to the nature of their work and the
15 necessity of periodic flexing of their schedules. Employees will only be required to flex their
16 schedules in order to further the operational needs of KCSO. The assignments which require flexible
17 schedules include: Recruiting, PTO Coordinator, Storefront Officers, CIU, Metro Proactive Team,
18 Post BLEA Attendees, Family and Youth Services Sergeant, School Resources Officer (SRO),
19 Special Emphasis Team (SET) and any other assignments mutually agreed to by the Guild and
20 KCSO. Employees who work in these assignments shall be paid contractual overtime only:

21 a) For hours worked in excess of their regular full-time shift;

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

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

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

28 **Section 8.10. Shift Bidding and Transfer Practices.** Each precinct and contract city shall
make a minimum of 60 percent of their reactive patrol positions on each shift available for shift

1 bidding, provided that the Sheriff may reassign such employees for legitimate operating needs or for
2 cause. Employees will bid for their preference in shifts annually and not later than January 31st of
3 each year. Employees will then be assigned shifts based on their Guild, Rank, or Specialized Unit
4 Seniority, prior to April 1st. Precincts choosing to rotate semi-annually will complete shift bidding by
5 July 31st and January 31st. When necessary to accommodate legitimate KCSO needs, such as the
6 PTO Program and contract assignments, exceptions to this section may be made, however, any
7 exception shall account for the employee's Guild, Rank, or Specialized Unit Seniority.

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

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

16 **Section 8.11. Portal to Portal.** If required to report to or from a remote location (i.e., a
17 location other than the regularly assigned work area, such as a precinct), and for trainers/instructors
18 facilitating training, any additional travel time beyond the employee's normal commute time is
19 compensable. Whenever portal to portal pay is provided for in this Article, the time shall be
20 calculated based on the most direct route. In the event an employee lives more than 25 miles from
21 the King County line, compensable time shall begin/end when the employee crosses the 25 mile
22 threshold. *See also* Section 7.4.

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

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

1 the term of the contract except as provided in Addendum B. An employee's Domestic Partner is
2 required to meet Washington State's definition of Domestic Partner to be eligible for Health Plan
3 benefits under this Article.

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

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

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

21 **ARTICLE 10: MISCELLANEOUS**

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

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

Section 10.3. 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 10.4. 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 and KCSO provided that the compensated members of the Guild Negotiating Team shall be composed of six members or less; and provided further, that prior approval is granted by the Sheriff.

Section 10.5. Guild Business. KCSO shall afford Guild representatives a reasonable amount of time while on duty status to consult with appropriate County and KCSO 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 KCSO 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 10.6. 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 KCSO expense provided, however, that reimbursement for non-essential personal items (e.g., watch, ring, necklace, etc.) shall be limited to \$300 per incident, except in the case of prescription eyeglasses (frames & lenses) the amount shall be limited to \$500 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 10.7. Off-duty Employment. Off-duty employment shall be in accord with the KCSO General Orders Manual (GOM) provided, however, the KCSO 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 10.8. Firearms Practice Ammunition. KCSO will make available to each employee 100 rounds of practice ammunition for their primary duty weapon and either ten rounds of shotgun

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

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

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

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

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

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

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

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

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

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

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

23 **Section 10.16. Seniority.** An employee's Guild Seniority date shall be based upon the
24 employee's date of hire into a commissioned police officer position that is part of the bargaining unit
25 and will be adjusted for any period of absence greater than 30 consecutive days, excluding approved
26 vacation and sick leave, unpaid medical leave, family medical leave, parental leave, military leave,
27 and approved leave of absence for Guild business. An employee re-hired after a period of separation
28 greater than 24 months shall use the most recent date of hire for calculating seniority.

Time spent as a deputy and as a sergeant count towards an employee's Guild Seniority.

1 Time spent in a County position outside the Guild's bargaining unit will not count towards an
2 employee's Guild Seniority. If an employee returns to the bargaining unit, their Guild Seniority shall
3 be the same as when they left the bargaining unit.

4 An employee's Rank Seniority shall begin on the employee's date of hire by classification
5 (i.e., sergeant) adjusted for period of absence greater than 30 consecutive days, excluding approved
6 vacation and sick leave, unpaid medical leave, family medical leave, parental leave, military leave,
7 and approved leave of absence for Guild business.

8 An employee's Specialized Unit Seniority shall begin on the employee's date of acceptance
9 into a specialized unit (e.g., detectives, K-9, ARFF, etc.). When an employee leaves a specialized unit
10 for any reason, the employee's Specialized Unit Seniority is lost, unless they have been reassigned to
11 a temporary duty assignment based upon the needs of the department. Such temporary duty
12 assignments shall count towards the employee's Specialized Unit Seniority. Specialized Unit
13 Seniority shall be kept and updated by each unit.

14 For employees who share the same date of hire or promotion, their seniority shall be based
15 upon the employee's rank in the applicable hiring list (e.g., hiring rank or civil service testing rank)
16 with the highest on the list being the most senior.

17 **Section 10.17. Medals/Awards.** The parties agree to follow GOM 2.16.000, as amended.

18 **ARTICLE 11: GRIEVANCE PROCEDURE**

19 **Section 11.1. Definitions.**

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

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

24 **Section 11.2. Procedure.**

25 Step 1 - Section Commander. A grievance shall be presented in writing by the
26 aggrieved employee and/or their representative, including but not limited to the business
27 representative and/or shop steward if the employee wishes, within 14 calendar days of the occurrence
28 of such grievance, to the employee's Section Commander for investigation and a written decision.

The grievances shall specify the contract provision that is alleged to have been violated. The Section

1 Commander shall send their written decision to the aggrieved employee and the Guild within 20
2 working days. If the parties mutually agree, this step may be bypassed. Only the Guild may advance
3 a grievance to step-2. Employees who are members of the bargaining unit represented by the Guild
4 may not advance their own grievance beyond step-1.

5 Step 2 - Sheriff/Designee. If the Section Commander's written decision has not
6 resolved the grievance to the satisfaction of the Guild, the grievance may be advanced to step-2 by
7 the Guild to the Sheriff/designee within ten working days of the Section Commander's written reply.
8 A step-2 grievance meeting shall be held within 10 working days of receipt of the step-2 grievance.
9 All letters, memoranda and other written materials previously submitted to the Section Commander
10 shall be made available for the review and consideration of the Sheriff/designee who also may
11 interview the employee and/or their Guild representative and receive any additional related evidence
12 which they may deem pertinent to the grievance. The Sheriff/designee shall provide a written
13 decision to the Guild within ten working days of the step-2 grievance meeting.

14 Step 3 – Office of Labor Relations (OLR)/Designee. If the decision of the
15 Sheriff/designee has not resolved the grievance to the satisfaction of the Guild, the grievance may be
16 advanced to step-3 by the Guild to the OLR/designee within ten working days of the
17 Sheriff/designee's written decision. Only the Guild may advance a grievance to step-3. A step-3
18 grievance meeting shall be held within 10 working days of receipt of the step-3 grievance. All letters,
19 memoranda and other written materials previously submitted at step-1 and step-2 shall be made
20 available for the review and consideration of the OLR/designee who may also receive any additional
21 related evidence which they may deem pertinent to the grievance. The OLR/designee shall provide a
22 written decision to the Guild within ten working days of the step-3 grievance meeting.

23 Step 4 - Request for Arbitration. Either the County or the Guild may request
24 arbitration within 60 calendar days of the Step 3 written decision by notifying the other party and
25 must specify the exact question which it wishes arbitrated. Employees who are members of the
26 bargaining unit represented by the Guild may not advance a grievance to arbitration. For arbitrations
27 related to employee discipline, the parties shall jointly request the appointment of a qualified neutral
28 arbitrator in accordance with the arbitrator assignment process for law enforcement personnel
disciplinary grievances established by RCW 41.58. For all other grievance arbitrations, the parties

1 shall attempt to select an arbitrator by mutual agreement. If the parties do not agree on an arbitrator
2 within ten working days, the parties shall request a list of nine disinterested qualified persons willing
3 to act as impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS) or other
4 list services as mutually agreed to by the parties. If both parties are unsatisfied with the list,
5 following receipt of the panel, the parties by mutual agreement, may request a second list. Within ten
6 days after a receipt of the list, the parties shall choose an arbitrator by alternately striking names from
7 the list until one arbitrator remains. A coin toss shall determine the strike order. The parties will
8 jointly request the selected arbitrator to serve as the neutral and request dates for scheduling the
9 hearing. The arbitrator, who shall conduct the arbitration, shall be asked to render a decision which
10 shall be final and binding on both parties.

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

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

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

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

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

21 **Section 11.3. Multiple Procedures.** If employees have access to multiple procedures for
22 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
23 procedures: Selection is to be made prior to the advancement of a grievance to step-3 of the
24 grievance procedure.

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

Section 11.5. Probationary Period. All newly hired and promoted employees must serve a

1 probationary period. The probationary period for newly hired employees shall end one year from the
2 date the employee completes the training academy and begins work in patrol. For example, if the last
3 day of Post BLEA is January 11th, the newly hired employee will complete probation at midnight on
4 January 11th, of the following year, provided that the employee's probationary period has not been
5 extended as provided for below.

6 The probationary period upon promotion shall be one year from the date of appointment. To
7 the extent permitted by law the probationary period shall be extended for the number of workdays
8 equal to the number of workdays an employee was absent or unable to perform the essential functions
9 of the job in excess of ten workdays during the probationary period; provided that the taking of
10 scheduled and approved vacation shall not be counted toward the ten day period for promotional
11 probationers, except for continuous vacations of 120 hours or more which shall be counted. The
12 probationary period is an extension of the hiring process; therefore, the provisions of this Article will
13 not apply to employees if they are discharged during their initial probationary period or are demoted
14 during the promotional probationary period for not meeting the requirements of the classification.
15 Grievances brought by probationary employees involving issues other than discharge or demotion
16 may be processed in accordance with this Article. The parties may agree to extend a probation period
17 for promoted employees for performance related issues but for no more than 90 days.

18 **Section 11.6. Advancement of a Grievance to Arbitration.** Only the signatory parties to this
19 Agreement, King County and the Guild, may advance a grievance to arbitration.

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

1 **ARTICLE 12: BULLETIN BOARDS**

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

4 **ARTICLE 13: SAVINGS CLAUSE**

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

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

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

22 **Section 14.2. Guild's Obligation.** Upon notification in writing by the County to the Guild
23 that any employees in the bargaining unit are engaged in a work stoppage, the Guild shall
24 immediately, in writing, demand that such employees immediately cease engaging in a work
25 stoppage and provide the County with a copy of said demand. In addition, if requested by the
26 County, a responsible official of the Guild shall publicly demand any such employees to cease
27 engaging in such a work stoppage.

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

1 a) Discharge.

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

3 **ARTICLE 15: WAIVER CLAUSE**

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

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

11 **Section 16.1. *Layoff.*** Employees laid off as a result of a reduction in force shall be laid off
12 by employee Guild and Rank Seniority date, with the employee with the lowest seniority being the
13 first to go. A laid off sergeant may bump into the deputy classification, provided they have more
14 Guild Seniority than the least senior Deputy. In the event there are two or more employees eligible
15 for layoff within the KCSO with the same classification and seniority, the Sheriff will determine the
16 order of layoff based on employee performance.

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

19 **ARTICLE 17: TRANSFERS**

20 **Section 17.1. *Requests for Transfer.*** Employees may submit written requests for transfer or
21 reassignment to another division, shift, squad, or unit and such requests shall be given full
22 consideration by KCSO.

23 **Section 17.2. *Involuntary Transfers.*** Nothing in this article will preclude transfers for
24 legitimate operational/administrative needs. When an employee is transferred or reassigned
25 involuntarily and such transfer or reassignment produces significant hardship on the employee or
26 their family due to excess travel time, expense, or other factors, KCSO will give full consideration to
27 these factors and will not unreasonably refuse to implement alternative work location assignments.
28 Reasons for denial include, but are not limited to, legitimate KCSO staffing allocations.

1 a) Disciplinary Transfers. When a transfer is used as a disciplinary sanction, it shall
2 be subject to the grievance procedure and just cause provisions of Article 11.

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

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

8 d) TDA Transfers. When using the criteria for the least senior employee, off
9 probation, being involuntarily transferred to an assignment, that assignment will be for one year.
10 After one year, KCSO will make reasonable efforts to return that employee to their previous worksite
11 or work site of their choice.

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

13 **Section 18.1.** In criminal matters, an employee shall be afforded those constitutional rights
14 available to any citizen; however, a KCSO criminal investigator must notify an employee that they
15 are the subject of a criminal investigation when they question such employee concerning that
16 investigation. In investigative matters relating to job performance, the following guidelines shall be
17 followed:

18 **Section 18.2.**

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

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

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

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

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

6 **Section 18.5.** Any interrogation (which shall not violate the employee's constitutional rights)
7 shall take place at a mutually agreeable location. Prior to the interrogation by an Investigative Agent,
8 the employee shall be provided a copy of their employee rights and if the Investigative Agent is a
9 KCSO employee, shall order the employee to cooperate fully in the investigation under penalty of
10 termination (GOM 3.03.105). The employee shall be advised of their right to representation and
11 afforded an opportunity and facilities to contact and consult privately with an attorney of their own
12 choosing and that person may be present during the interrogation, but may not participate in the
13 interrogation except to counsel the employee. Additionally, an employee shall be advised of their
14 right to and shall be allowed Guild representation to the extent allowed by law. Bargaining unit
15 members in any administrative investigation shall not be subject to an administrative subpoena unless
16 1) they have failed to obey an order to fully cooperate in an investigation (refused to comply with
17 GOM 3.03.105) or 2) the KCSO has refused to issue an order to cooperate in an investigation and the
18 bargaining unit member has declined to fully cooperate with OLEO's independent investigation.

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

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

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

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

4 **Section 18.10.** Administrative Investigations must be completed within 180 days of the
5 matter coming to the attention of the KCSO Command Staff/Captains. In the event the Investigative
6 Agent believes an extension beyond 180 days is necessary, and the County establishes that it has
7 acted with due diligence and the investigation could not reasonably be completed due to factors
8 beyond the control of the Investigative Agent (for example, extended illness or other unavailability of
9 a critical witness, such as the complainant or the officer being investigated, or necessary delays in the
10 processing of forensic evidence by other agencies), the County must contact the Guild prior to the
11 expiration of the 180 days seeking to extend the time period. Any request for extension based on the
12 unavailability of witnesses shall include a showing that the witness is expected to become available in
13 a reasonable period of time. A request for extension based upon the above criteria will not be
14 unreasonably denied.

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

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

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

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

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

ARTICLE 19: PERFORMANCE EVALUATIONS

Section 19.1. An annual performance appraisal shall be conducted by the employee's immediate supervisor, and reviewed by the author's immediate supervisor, prior to presentation to the employee.

Section 19.2. 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 19.3. If an employee wishes to challenge an appraisal, the following steps shall be taken in the following order:

STEP 1

Within 15 calendar days of receiving the appraisal, the employee may request a meeting with their supervisor to address and challenge the appraisal. This meeting shall be scheduled within ten calendar days. After the employee has provided the information associated with the challenge, the supervisor shall advise the employee of their determination in the meeting 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, they may appeal to Step 2.

STEP 2

Within 15 calendar days following the meeting with their 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 ten calendar days. After the employee has provided the information associated with the challenge, the commanding officer shall advise the employee as part of their determination in the meeting 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, they 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 15 calendar days following the meeting with their 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 ten calendar 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 calendar days. The PAS Review board shall consist of a total of six members, three selected by the Guild and three (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 themselves from hearing the appeal of that employee.

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

- a) Each member of the Board must agree that their vote, and the votes of others, shall**

1 remain confidential. Unauthorized disclosure of such information shall be just cause for removal
2 from the Board.

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

6 **c)** A member of the Board shall blindly remove and eliminate one ballot from the box.
7 Only the five remaining ballots shall be considered in determining the outcome of the hearing.

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

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

20 **ARTICLE 20: EARLY INTERVENTION SYSTEMS**

21 **Section 20.1.** KCSO has implemented an Early Intervention System (EIS). The EIS is
22 designed as an integral component of KCSO's performance appraisal process. However, unlike an
23 after-the-fact review, such as an annual evaluation, it is intended to anticipate potential issues via
24 computer program that monitors certain type of events, which, after review, may or may not warrant
25 further attention. Any documentation of the application of the EIS to any member of the bargaining
26 unit will not be recorded in any manner in that employee's performance appraisal forms. The parties
27 recognize that, because early intervention is integrally related to the performance review process, any
28 documentation involving an employee'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

1 documentation must be produced pursuant to the Public Records Act, the KCSO will suspend the
2 “flag” function of the database while the parties meet to determine whether and how to revise the
3 program consistent with the intent of this section.

4 **Section 20.2.** EIS will be a data-based management tool designed to identify employees
5 whose performance exhibits potential problems. In response to identified issues, KCSO shall provide
6 interventions (usually counseling or training) to correct those concerns. EIS is only intended to
7 identify performance problems that do not warrant disciplinary action but suggest that an employee
8 may be having problems dealing with workplace issues. No permanent records concerning the data
9 processing operation of the EIS (including supervisory responses) will be kept for more than 120
10 days.

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

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

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

25 **Section 21.1.** The King County Office of Law Enforcement Oversight (OLEO) provides
26 independent oversight of all aspects of KCSO’s internal administrative system, to enhance
27 accountability and community trust under the authority granted to OLEO in the King County Charter
28 and the King County Code, as amended. Any OLEO investigation shall not replace a KCSO internal
administrative investigation process. If the County intends to impose discipline on a member of this

1 bargaining unit, KCSO must complete its own independent administrative investigation of the
2 member.

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

5 a) Real-time access to administrative investigative information, through the use of
6 IAPro, or successor system.

7 b) The ability to make recommendations regarding intake classifications as outlined
8 in Section 21.8.

9 c) The ability to participate in all administrative interviews as outlined in Section
10 21.9.

11 d) The ability to make suggestions regarding the need for additional investigation as
12 outlined in Section 21.11.

13 e) The ability to review and make suggestions to KCSO regarding KCSO findings on
14 complaint investigations as outlined in Section 21.14.

15 f) The ability to attend scenes of Critical Incidents as outlined in Section 21.4.

16 g) The ability to attend review boards as outlined in Section 21.5

17 h) The ability to conduct independent investigations as outlined in Section 21.18.

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

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

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

For scenes controlled by KCSO, OLEO staff shall be stationed at the Command Post or closer

1 to the scene than the Command Post if approved and accompanied by the Sheriff/designee, and
2 interact only with the administrative team liaison with CID. After the scene is secured, a
3 representative from CID will escort the OLEO representative through the scene.

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

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

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

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

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

1 shall make the final determination of the intake classification.

2 **Section 21.9.** Prior to an administrative interview, KCSO will timely notify OLEO of all
3 administrative investigation interviews on all complaints, Critical Incidents, Serious Force Incidents,
4 and Serious Officer Involved Events. A single OLEO representative may attend and observe
5 interviews and will be given the opportunity to ask questions that are within the scope of permissible
6 investigative questioning and at such time that it does not interfere with the questioning by KCSO.
7 Prior to submitting written questions for a written response from an employee, KCSO will share the
8 written questions with OLEO and OLEO may add written questions to the request. Nothing in this
9 section limits OLEO's ability to conduct independent investigations.

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

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

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

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

Section 21.13. OLEO will be provided a copy of any letter or other notification to an

1 employee informing them of actual discipline imposed as a result of an administrative investigation
2 or the Notice of Finding in the event that the complaint is not sustained.

3 **Section 21.14.** OLEO will be given an opportunity to review internal administrative
4 investigation findings and provide recommendations on findings before KCSO notifies an employee
5 of any findings. OLEO shall not make any disciplinary recommendations. Any recommendation from
6 OLEO related to investigation findings shall be made within ten business days of OLEO receiving the
7 recommended findings.

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

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

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

25 a) OLEO is prohibited from distributing or releasing KCSO documents related to
26 pending KCSO investigations to any third parties, except the Sheriff/designee. The KCSO will be the
27 custodian of all KCSO investigative records. OLEO shall immediately forward to KCSO any
28 requests, demands or court orders for KCSO documents. KCSO's Public Disclosure Unit will review
and make determinations on any Public Disclosure requests for KCSO investigative records. If

OLEO is ordered by a court to produce information related to KCSO investigative materials, it shall produce materials as required in consultation with the King County Prosecuting Attorney's Office.

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

Section 21.17. OLEO may recommend changes to rules, general orders, policies, and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in KCSO policies to improve the quality of police investigations and practices in KCSO. 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 21.18. OLEO may administratively investigate matters pursuant to the King County Charter and King County Code, as amended. OLEO shall not make discipline recommendations in an independent investigation.

Any administrative investigations conducted by OLEO are subject to all requirements of Article 18. In administrative investigations of complaints being performed by both KCSO and OLEO the parties shall schedule a joint interview with KCSO of any bargaining unit member. In concurrent investigations KCSO and OLEO shall encourage witnesses to fully cooperate with each entity and when possible, schedule witness interviews jointly.

Section 21.19.

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

b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a "concern" about a system, training, procedure, or policy that is related to the work of OLEO and is not the subject of a "complaint" as defined in KCC 2.75.010 (C) and (D). The review of a concern shall be made for the purpose of potential recommendations related to the systems, training, procedures, and policies of the KCSO. Such review shall not be directly related to an allegation of potential or specific employee misconduct. Any report generated by OLEO on the basis of this

1 section or KCC 2.75.040 (D), (E), (H), or (I) shall not use the name of bargaining unit members in
2 the report.

3 **ARTICLE 22: DURATION**

4 This contract shall remain in full force and effect from January 1, 2025, through December
5 31, 2027. Unless otherwise provided in this Agreement, all changes effectuated by this Agreement
6 shall be effective upon the parties' ratification of the Agreement.

7
8
9 APPROVED this ____15th____ day of ____October____, 2024.

10
11
12 By: 
13 _____

14 King County Executive

15
16
17 For King County Police Officers Guild:

18
19 
20 _____

21 Michael Mansanarez
22 President
23 King County Police Officers Guild
24
25
26
27
28

2025 ADDENDUM “A”
To be adjusted re Art 7 Section (1) (a-c)

Section 1. Wage Rates For 2025:

Effective January 1, 2025, Wage rates shall be in accordance with the following schedules.

2025 Salary Schedule for Deputies			
	Annual (based on 2080 hours)	Bi-weekly (based on 80 hours)	Hourly
Step 1 – Start	\$92,215	\$3,547	\$44.33
Step 2 – 12 months	\$103,344	\$3,975	\$49.68
Step 3 – 24 months	\$112,526	\$4,328	\$54.10
Step 4 – 36 months	\$117,727	\$4,528	\$56.60
Step 5 – 48 months	\$122,705	\$4,719	\$58.99
Step 6 – 60 months	\$129,121	\$4,966	\$62.08
2025 Salary Schedule for Sergeants			
	Annual	Bi-weekly	Hourly
Start	\$143,281	\$5,511	\$68.89
6 months	\$149,626	\$5,755	\$71.94
18 months	\$155,996	\$6,000	\$75.00

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

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

c) If the performance of the employee is rated “Unsatisfactory” or “Improvement Needed” on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

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

Section 2. Longevity Pay:

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

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

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

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

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

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

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

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

Section 3. Education Incentive:

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

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

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

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

Section 4. Retirement Calculations:

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

Section 5. Premiums:

Percentage	2025 Hourly Premium Chart								
	Deputy	Deputy	Deputy	Deputy	Deputy	Deputy	Sergeant	Sergeant	Sergeant
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3
1	\$0.44	\$0.50	\$0.54	\$0.57	\$0.59	\$0.62	\$0.69	\$0.72	\$0.75
2	\$0.89	\$0.99	\$1.08	\$1.13	\$1.18	\$1.24	\$1.38	\$1.44	\$1.50
3	\$1.33	\$1.49	\$1.62	\$1.70	\$1.77	\$1.86	\$2.07	\$2.16	\$2.25
4	\$1.77	\$1.99	\$2.16	\$2.26	\$2.36	\$2.48	\$2.76	\$2.88	\$3.00
5	\$2.22	\$2.48	\$2.70	\$2.83	\$2.95	\$3.10	\$3.44	\$3.60	\$3.75
6	\$2.66	\$2.98	\$3.25	\$3.40	\$3.54	\$3.72	\$4.13	\$4.32	\$4.50
7	\$3.10	\$3.48	\$3.79	\$3.96	\$4.13	\$4.35	\$4.82	\$5.04	\$5.25
8	\$3.55	\$3.97	\$4.33	\$4.53	\$4.72	\$4.97	\$5.51	\$5.75	\$6.00
9	\$3.99	\$4.47	\$4.87	\$5.09	\$5.31	\$5.59	\$6.20	\$6.47	\$6.75
10	\$4.43	\$4.97	\$5.41	\$5.66	\$5.90	\$6.21	\$6.89	\$7.19	\$7.50
11	\$4.88	\$5.47	\$5.95	\$6.23	\$6.49	\$6.83	\$7.58	\$7.91	\$8.25
12	\$5.32	\$5.96	\$6.49	\$6.79	\$7.08	\$7.45	\$8.27	\$8.63	\$9.00
13	\$5.76	\$6.46	\$7.03	\$7.36	\$7.67	\$8.07	\$8.96	\$9.35	\$9.75
14	\$6.21	\$6.96	\$7.57	\$7.92	\$8.26	\$8.69	\$9.64	\$10.07	\$10.50
15	\$6.65	\$7.45	\$8.11	\$8.49	\$8.85	\$9.31	\$10.33	\$10.79	\$11.25
16	\$7.09	\$7.95	\$8.66	\$9.06	\$9.44	\$9.93	\$11.02	\$11.51	\$12.00

2026 ADDENDUM “A”
To be adjusted re Art 7 Section (1) (a-c)

Section 1. Wage Rates For 2026:

Effective January 1, 2026, Wage rates shall be in accordance with the following schedules.

2026 Salary Schedule for Deputies			
	Annual (based on 2080 hours)	Bi-weekly (based on 80 hours)	Hourly
Step 1 – Start	\$95,904	\$3,689	\$46.11
Step 2 – 12 months	\$107,478	\$4,134	\$51.67
Step 3 – 24 months	\$117,027	\$4,501	\$56.26
Step 4 – 36 months	\$122,437	\$4,709	\$58.86
Step 5 – 48 months	\$127,613	\$4,908	\$61.35
Step 6 – 60 months	\$134,286	\$5,165	\$64.56
2026 Salary Schedule for Sergeants			
	Annual	Bi-weekly	Hourly
Start	\$149,012	\$5,731	\$71.64
6 months	\$155,611	\$5,985	\$74.81
18 months	\$162,236	\$6,240	\$78.00

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

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

c) If the performance of the employee is rated “Unsatisfactory” or “Improvement Needed” on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

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

Section 2. Longevity Pay:

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

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

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

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

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

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

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

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

Section 3. Education Incentive:

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

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

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

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

Section 4. Retirement Calculations:

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

Section 5. Premiums:

Percentage	2026 Hourly Premium Chart								
	Deputy	Deputy	Deputy	Deputy	Deputy	Deputy	Sergeant	Sergeant	Sergeant
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3
1	\$0.46	\$0.52	\$0.56	\$0.59	\$0.61	\$0.65	\$0.72	\$0.75	\$0.78
2	\$0.92	\$1.03	\$1.13	\$1.18	\$1.23	\$1.29	\$1.43	\$1.50	\$1.56
3	\$1.38	\$1.55	\$1.69	\$1.77	\$1.84	\$1.94	\$2.15	\$2.24	\$2.34
4	\$1.84	\$2.07	\$2.25	\$2.35	\$2.45	\$2.58	\$2.87	\$2.99	\$3.12
5	\$2.31	\$2.58	\$2.81	\$2.94	\$3.07	\$3.23	\$3.58	\$3.74	\$3.90
6	\$2.77	\$3.10	\$3.38	\$3.53	\$3.68	\$3.87	\$4.30	\$4.49	\$4.68
7	\$3.23	\$3.62	\$3.94	\$4.12	\$4.29	\$4.52	\$5.01	\$5.24	\$5.46
8	\$3.69	\$4.13	\$4.50	\$4.71	\$4.91	\$5.16	\$5.73	\$5.99	\$6.24
9	\$4.15	\$4.65	\$5.06	\$5.30	\$5.52	\$5.81	\$6.45	\$6.73	\$7.02
10	\$4.61	\$5.17	\$5.63	\$5.89	\$6.14	\$6.46	\$7.16	\$7.48	\$7.80
11	\$5.07	\$5.68	\$6.19	\$6.48	\$6.75	\$7.10	\$7.88	\$8.23	\$8.58
12	\$5.53	\$6.20	\$6.75	\$7.06	\$7.36	\$7.75	\$8.60	\$8.98	\$9.36
13	\$5.99	\$6.72	\$7.31	\$7.65	\$7.98	\$8.39	\$9.31	\$9.73	\$10.14
14	\$6.46	\$7.23	\$7.88	\$8.24	\$8.59	\$9.04	\$10.03	\$10.47	\$10.92
15	\$6.92	\$7.75	\$8.44	\$8.83	\$9.20	\$9.68	\$10.75	\$11.22	\$11.70
16	\$7.38	\$8.27	\$9.00	\$9.42	\$9.82	\$10.33	\$11.46	\$11.97	\$12.48

2027 ADDENDUM “A”
To be adjusted re Art 7 Section (1) (a-c)

Section 1. Wage Rates For 2027:

Effective January 1, 2027, Wage rates shall be in accordance with the following schedules.

2027 Salary Schedule for Deputies			
	Annual (based on 2080 hours)	Bi-weekly (based on 80 hours)	Hourly
Step 1 – Start	\$99,740	\$3,836	\$47.95
Step 2 – 12 months	\$111,777	\$4,299	\$53.74
Step 3 – 24 months	\$121,709	\$4,681	\$58.51
Step 4 – 36 months	\$127,334	\$4,897	\$61.22
Step 5 – 48 months	\$132,717	\$5,105	\$63.81
Step 6 – 60 months	\$139,657	\$5,371	\$67.14
2026 Salary Schedule for Sergeants			
	Annual	Bi-weekly	Hourly
Start	\$154,972	\$5,960	\$74.51
6 months	\$161,836	\$6,224	\$77.81
18 months	\$168,725	\$6,489	\$81.12

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

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

c) If the performance of the employee is rated “Unsatisfactory” or “Improvement Needed” on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

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

Section 2. Longevity Pay:

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

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

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

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

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

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

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

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

Section 3. Education Incentive:

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

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

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

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

Section 4. Retirement Calculations:

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

Section 5. Premiums:

Percentage	2027 Hourly Premium Chart								
	Deputy	Deputy	Deputy	Deputy	Deputy	Deputy	Sergeant	Sergeant	Sergeant
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3
1	\$0.48	\$0.54	\$0.59	\$0.61	\$0.64	\$0.67	\$0.75	\$0.78	\$0.81
2	\$0.96	\$1.07	\$1.17	\$1.22	\$1.28	\$1.34	\$1.49	\$1.56	\$1.62
3	\$1.44	\$1.61	\$1.76	\$1.84	\$1.91	\$2.01	\$2.24	\$2.33	\$2.43
4	\$1.92	\$2.15	\$2.34	\$2.45	\$2.55	\$2.69	\$2.98	\$3.11	\$3.24
5	\$2.40	\$2.69	\$2.93	\$3.06	\$3.19	\$3.36	\$3.73	\$3.89	\$4.06
6	\$2.88	\$3.22	\$3.51	\$3.67	\$3.83	\$4.03	\$4.47	\$4.67	\$4.87
7	\$3.36	\$3.76	\$4.10	\$4.29	\$4.47	\$4.70	\$5.22	\$5.45	\$5.68
8	\$3.84	\$4.30	\$4.68	\$4.90	\$5.10	\$5.37	\$5.96	\$6.22	\$6.49
9	\$4.32	\$4.84	\$5.27	\$5.51	\$5.74	\$6.04	\$6.71	\$7.00	\$7.30
10	\$4.80	\$5.37	\$5.85	\$6.12	\$6.38	\$6.71	\$7.45	\$7.78	\$8.11
11	\$5.27	\$5.91	\$6.44	\$6.73	\$7.02	\$7.39	\$8.20	\$8.56	\$8.92
12	\$5.75	\$6.45	\$7.02	\$7.35	\$7.66	\$8.06	\$8.94	\$9.34	\$9.73
13	\$6.23	\$6.99	\$7.61	\$7.96	\$8.29	\$8.73	\$9.69	\$10.11	\$10.55
14	\$6.71	\$7.52	\$8.19	\$8.57	\$8.93	\$9.40	\$10.43	\$10.89	\$11.36
15	\$7.19	\$8.06	\$8.78	\$9.18	\$9.57	\$10.07	\$11.18	\$11.67	\$12.17
16	\$7.67	\$8.60	\$9.36	\$9.79	\$10.21	\$10.74	\$11.92	\$12.45	\$12.98

ADDENDUM B – 2025-2027 Sheriff's Office Plan Designs

	Kaiser (HMO)	Regence (AHN)		Regence (PPO)	
		In-Network	Out-of-Network	In-Network	Out-of-Network
Employee Plan Selection Fee	\$0	\$0		\$100.00 per employee per month	
Deductible Employee only/Family	\$0	\$100/\$300	\$500/\$1,500	\$300/\$900	
Annual Out-of-Pocket Maximum (Deductible + Copay) Employee only/Family	\$1,000/\$2,000	\$900/\$1900	\$2,500/\$5,500	\$1,100/\$2,500	\$1,900/\$4,100
Office Visit Copay/Coinsurance	\$20 copay	\$20	40%	15%	35%
Inpatient Hospital Copay/Coinsurance	\$200 copay	10%	40%	15%	35%
Emergency Room	\$100 (waived if admitted)	\$200 (waived if admitted); 10% coinsurance		\$200 (waived if admitted); 15% coinsurance	
Retail Prescription Drug (Mail 2x Copay)	Copays apply to annual out-of-pocket maximum	Out of pocket limit on Rx drugs: \$1,500/\$3,000		Out of pocket limit on Rx drugs: \$1,500/\$3,000	
Generic	\$10 copay	\$5 copay		\$7 copay	
Brand Formulary	\$20 copay	\$25 copay		\$30 copay	
Non-Formulary	\$30 copay	\$75 copay		\$60 copay	
Monthly Benefit Access Fee (for Spouse/Domestic Partner who has access to their own employer's coverage)	\$50	\$75		\$200	

ADDENDUM B –Life, AD&D, Dental and Vision Summary Plan Designs

2024 Life

- The basic life insurance policy is one times annual salary, rounded to the next higher \$1,000 if not already a multiple thereof, to a maximum of \$200,000.

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

- Employees can purchase supplemental life of one, two, three or four times their annual salary and then rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$400,000.
- Employees can purchase supplemental for their spouses or state registered domestic partners for the lesser of 50% of the employee's supplemental life insurance to a maximum benefit of \$200,000 with a plan minimum of \$500.
- Employees can purchase supplemental life insurance for their children to a maximum benefit of \$10,000.

2024 Accidental Death and Dismemberment (AD&D)

- The basic AD&D policy is one times annual salary, rounded to the next higher \$1,000 if not already a multiple thereof, to a maximum of \$200,000.

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

- Employees can purchase supplemental AD&D in increments of \$50,000 to a maximum of \$500,000.
- Employees can purchase supplemental AD&D for their spouses and state registered domestic partners of 50% or 100% of the employee's amount of supplemental insurance to a maximum of \$500,000.
- Employees can purchase supplemental AD&D for their children of 10% of the employee's amount of supplemental insurance to a maximum of \$50,000.

***Supplemental Life and AD&D rates may increase if the insurance contracts are renewed during the term of the CBA.**

2024 - Dental

The dental benefit plan through Delta Dental increases what it pays for most services through an incentive program (i.e., as long as an employee uses a dentist at least once per year for a covered service, benefit level increases each year until the highest incentive level is reached).

Delta Dental Plan Feature (In Network)	Member Pays
Annual Deductible	\$25 person / \$75 family
Annual Maximum Benefit	\$2,500 per person
Preventive Services (exams, cleanings, x-rays, fluoride, sealants)	0 – 30%
Basic Services (fillings, stainless steel crowns, endodontics, periodontics, removal of teeth, oral surgery)	0 – 30%
Crowns other than stainless steel	15 – 30%
Major Services (dentures, partials, bridges, implants)	30%
Orthodontia (lifetime max \$2,500/person), TMJ and occlusal guard	50%

2024 - Vision

The vision plan through VSP have generally lower out-of-pocket expenses and the provider automatically files your claim when the employee uses a VSP provider. Kaiser Permanente provides routine vision exams under its medical plan, but none of the other vision benefits, such as frames, lenses, and contacts.

VSP Plan Feature (In Network)	Member Pays
Eye Exam (every 12 months)	\$10 copay
Lenses: Single, Bifocal, Trifocal (every 12 months)	\$0
Frames (every 24 months)	\$130 allowance + 20% off balance
Contact Lenses (every 12 months in lieu of glasses)	\$130 allowance
Contact Lens Exam (fitting and evaluation)	Up to \$60 copay