



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

KING COUNTY – SECURITY SCREENERS

June 2022

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

Only Articles with changes are included in this document.

DEFINITIONS

This Appendix and all Addenda, along with the ~~Master~~Coalition Labor Agreement (~~M~~CLA), constitutes the collective bargaining agreement (Agreement) between King County (the County), ~~the King County Sheriff's Office (KCSO)~~, and Teamsters, Local 117, (Union), the terms of which have been negotiated in good faith, between the County, KCSO and the Union. This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

Working conditions in the MLA that KCSO and the Union agree apply to this bargaining unit include: ~~Unpaid Leaves of Absence (MLA Article 3), Jury Duty (MLA Article 5), Donated Leaves (MLA Article 6), Holidays, Eligibility (MLA Article 10), Professional Development (MLA Article 12), Supported Employment Program (MLA Article 13), Reclassification and Resulting Pay (MLA Article 14), Special Duty (MLA Article 15, except 15.3), Union Engagement (MLA Article 21), Bulletin Boards and Electronic Devices (MLA Article 23), Safety Gear and Equipment Allowance (MLA Article 32),~~



~~Sick Leave (MLA Article 34), Vacation Leave (MLA Article 35), and Training (MLA Article 36).
—— Working conditions in the MLA that KCSO and the Union agree do not apply to this
bargaining unit include: TLT Positions (MLA Article 17), Job Posting (MLA Article 18), Public
Disclosure Request (MLA Article 19), Union Notification (MLA Article 20), Union Leave (MLA Article
22), Grievance Procedure (MLA Article 26), Discipline and Sunset Clause (MLA Article 27), After Hours
Support (MLA Article 33), and Working Out of Class (MLA Article 37).~~

ARTICLE 1: PURPOSE

1.1 The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees through their Union. The Articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

1.2 APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit's employees as follows:

Section 1 The Preamble in its entirety.

Section 2 All Superseding and non-superseding provisions, unless otherwise noted in this Appendix or in the CLA.

Section 3 The following non-superseding articles do not apply to this bargaining unit:

- Job Posting (CLA Article 18),
- Public Disclosure Request (CLA Article 19),
- TLT Positions (CLA Article 17),
- Union Leave (CLA Article 22),

ARTICLE 2: NON-DISCRIMINATION

~~**2.1** The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex or gender, gender identity or expression, marital status, sexual orientation, creed, religion or religious affiliation, ancestry, national origin, honorably~~



discharged veteran, military status, or disability.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 Recognition The King County Sheriff's Office recognizes the Union as the exclusive bargaining representative of all regular, probationary, term-limited temporary and temporary employees whose job classifications are in Addendum A.

3.2 Dues and Fees All employees covered under the terms of this Agreement may voluntarily join the labor organization that represents their position (the Union) as a member and receive all rights, privileges and benefits of Union membership. The County, including its directors, managers and supervisors, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in union activities. It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. It will also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing contained in this Section will require employees to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union each month that such payment has been made.

3.3 Separation Failure by an employee to satisfy the requirements of Section 3.2 will constitute cause for dismissal; provided, that the King County Sheriff's Office has no duty to act until the Union makes



a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and the notification that the non payment after a period of no less than seven (7) days will result in discharge by the King County Sheriff's Office. A copy of each written notification will be mailed to the King County Sheriff's Office concurrent with its mailing to the employee.

~~3.34 Payroll Dues Deduction~~ Following written receipt of confirmation of authorization by an individual employee to the union, the County shall deduct from the pay of such employee the amount of dues, fees and assessments, including the Democratic, Independent, Republican Voter Education ("DRIVE"), as certified by the Union, and remit it to the Union/designee. The Union shall transmit to the County, in writing, by the cutoff date for each payroll period, the name(s) of the employee(s), as well as their County PeopleSoft identification number(s), who have, since previous payroll cutoff date, provided the Union with an authorization for payroll deductions, or have changed their authorization for payroll deductions. The County shall honor the terms and conditions of each employee's voluntary Union membership and payroll deduction authorization(s). As outlined in the Memorandum of Agreement By And Between King County and Union re Union Membership and Dues Deduction, the County will accept email authorizations. The County will transmit withheld amounts to the Union within five (5) business days of collecting the same from employees.

~~3.4 Revocation~~. Any employee may revoke their authorization for payroll deductions to the Union by written notice to the Union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the payroll deductions effective on the first payroll period after the County receives written confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation has been met. The County will refer all employee inquiries regarding the Union's revocation process to the Union. The County may answer any employee inquiry about process or timing of payroll deductions. Upon receipt of written authorization individually signed by an employee, the King County Sheriff's Office will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.



~~3.5 Indemnification – The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the County will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution. The Union will indemnify and hold the King County Sheriff's Office harmless against any claims made and against any suit instituted against the County on account of any check off of dues and initiation fees for the Union. The Union agrees to refund to the King County Sheriff's Office any amounts paid to it in error upon presentation of proper evidence thereof.~~

3.1 Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct voluntary contributions from the paycheck of all employees covered by this Agreement in accordance with the following:

A. D.R.I.V.E. shall notify the County of the amount of compensation designated by each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar increments and calculated based on the employee's pay period.

B. The County agrees to deduct from all employees covered by this Agreement their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full amount on behalf of the contributing employee, the County will not withdraw any funds for that pay period.

C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.

D. The Union will indemnify, defend and hold the County harmless against any claims made and against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

3.62 Notice of Recognition - The ~~King~~ County ~~Sheriff's Office~~ will require all new employees hired, transferred, or promoted into a position included in the bargaining unit to sign a form which will inform them of the Union's exclusive recognition. One (1) copy of the form will be retained by ~~King~~ the



County ~~Sheriff's Office~~, one (1) copy will be given to the employee and the original will be sent to the Union. The ~~King County Sheriff's Office~~ will notify the Union when an employee leaves the bargaining unit.

~~**3.7 Payroll Deduction for Political Contributions** – The King County Sheriff's Office shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union/designee, in accordance with instructions provided by the Union.~~

~~**3.8 New Employee Orientation and Steward Training** – Is pursuant to Article 21 of the MLA.~~

ARTICLE 4: MANAGEMENT RIGHTS

4.1 General - The Union recognizes the prerogatives of the ~~King County Sheriff's Office~~ to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

4.2 Rights Enumerated - Unless modified by this Agreement ~~or the MLACL~~CLA, the ~~King County Sheriff's Office~~ shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct and assign the work; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish reasonable rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

4.3 Early Intervention System (EIS) - Consistent with the authority retained in Article 3, the County has the right to develop and implement an EIS system consistent with KCSO's policies and procedures. ~~Either party may re-open bargaining within 30 (thirty) days of the King County Police Officers Guild reaching a Tentative agreement (TA) on their next contract (or interest arbitration decision) on issues~~



subject to bargaining related to changes in the EIS system. KCSO will provide the union with notice of the TA.

4.4 Office of Law Enforcement Oversight - Civilian Review Either party may re-open bargaining within 30 (thirty) days of the King County Police Officers Guild reaching a Tentative agreement (TA) on their next contract (or interest arbitration decision) on issues subject to bargaining related to changes in civilian oversight of the KCSO. KCSO will provide the union with notice of the TA. The Union agrees to adopt the King County Police Officers Guild (KCPOG) 2017-2021 agreement on OLEO, attached as Addendum B.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

5.1 Wage Rates - The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth under Addendum A which is attached hereto and made a part of this Agreement.

5.2 STEP Advancement - A regular employee may be hired at STEP 1 of the wage range provided under Addendum A covering the classification or above STEP 1 as provided under the County's Personnel Guidelines. Upon successful completion of the ~~successful~~ probationary period for the initial hire into the classification, the employee will move from the initial STEP hired to the next wage STEP in the wage range, if hired at Step 1. If the employee is hired above Step 1, they shall move to the next Step upon successful completion of the probationary period. STEP increases thereafter will be annually, on the date of the first Step movement after the initial hire into the classification until the top STEP is reached. An employee working less than full-time will receive STEP increases prorated based on the full-time work schedule of the work unit.

5.3 STEP on Promotion - A regular employee who is promoted from one classification to a higher paying classification will be placed into the pay STEP providing no less than a ~~four five and one-half (54-1/2)~~ percent increase in ~~his/her~~their base hourly rate of pay not to exceed the top pay STEP of the higher paying classification.



5.4 Temporary Employee Benefits - In lieu of paid leaves and paid insured benefits, a temporary employee may be eligible for participation in the applicable Health and Welfare Plan. The temporary employee may also be eligible to receive other compensation provided under King County Code, as amended, in the event the employee exceeds the calendar year working hours threshold.

5.5 Temporary/Regular Positions - Temporary employees will not be used to supplant regular positions.

5.6 Wage Increase - All wage rates in effect for the classifications listed in Addendum A will receive increases in accordance with the King County and Union Coalition “~~2017-2018~~**TBD** Total Compensation” Memorandum of ~~Master~~ **Coalition Labor** Agreement, ~~Document Code: 000U0516 and Article 29 of the MLA.~~

~~5.6.1 The KCSO agrees to further evaluate internal comparable classification pay ranges within the County relative to that of the Security Screeners. Further discussions and bargaining, with respect to Security Screener pay range, will commence during the 2018 Total Compensation negotiations. The KCSO agrees to apply any wage increases achieved in those 2018 Total Compensation negotiations retroactive to January 1, 2018.~~

~~5.7 Out-of-Classification - An employee may be temporarily assigned in writing by the manager/designee to a higher paid classification under this Agreement when the higher level duties and responsibilities comprise the majority of the work performed. The employee will be paid at the first STEP of the higher paid classification that provides an increase of five (5) percent above his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out of classification in excess of thirty (30) continuous days, all compensated hours will be in accordance with Article 15 of the MLA **CLA**. Such assignments will not be used to supplant positions or violate Union jurisdictional rights. An employee assigned by the manager/designee to perform the duties of a lower paid classification on a temporary basis will not have a reduction of wages.~~

5.87 Lead Assignment - An employee may be temporarily assigned in writing by the manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2) percent



above ~~his/her~~their base hourly rate of pay. In the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision will be superseded by lead level classifications in the attached Addendum A, if such classifications have a higher wage rate than the employee's base hourly rate of pay. Security Screeners shall be afforded the opportunity to express interest in being appointed to a vacant lead position.

5.8 Training Assignment- Management has the right to assign, in writing, an employee to train other employees. When an employee is assigned to train one-on-one for one full day or more, such employee will be paid 5% (five percent) above his/her base pay for that day or days, under the following conditions:

A. The employee submits a timely request for training pay under this section. Requests should be submitted consistent with department policies and procedures, and if possible should be submitted within the pay period in which the training time is worked;

B. The training employee must be part of the evaluation process for the trainee, and;

C. Leads, and those whose primary job duty is training, are not eligible for this premium.

ARTICLE 6: HOURS OF WORK

6.1 Standard Five-Eight (5-8) Work Schedule - The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

6.1.1 Four-Ten (4-10) Work Schedule - There may be established a work schedule comprising of four (4) ~~consecutive~~-work days of ten (10) consecutive hours each work day exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work schedule will provide for ~~three-two~~ (23) consecutive days off, one of which will be a Saturday and/or a Sunday and a third day off that may not be consecutive.

6.1.2 Additional Work Schedules - By mutual agreement, additional work schedules may



be established.

6.1.3 Overtime - The additional hourly compensation (shift premium) paid to employees assigned to second or third shift will not be paid for overtime hours worked by employees who are assigned to first shift.

6.2 Bid for Primary Worksite – Employees shall participate in an annual bid in which bids shall be submitted in seniority order. For example, the most senior employee will make the first selection of available assignments which include: KCCH, JRJC, YSC, ITA, Redmond District Court, Shoreline District Court, Bellevue District Court, Auburn District Court, Issaquah District Court, and Burien District Court. Primary worksite locations will be subject to bid once per year by seniority. Employees will designate a first and second first, second and third choice in their bid submission. - In addition, employees may designate post preferences within their primary bid(s). - For post assignments, the County shall consider seniority, but operational reasons shall be the primary consideration when making post assignments.

6.2.1 Altering of Work Schedule - No employee will have his/her their work schedule altered for the purpose of avoiding the payment of overtime except when an employee bids for such change as provided in Section 6.3. No employee will be required to work on his/her their scheduled day off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for working on Saturday or Sunday if either one or both of the days are part of his/her their regular work schedule, except as provided for under Article 7.

6.3 Permanent Work Schedule and/or Location Change – A permanent work schedule or location change occurs when orders are cut to fill a vacant FTE position. The manager/designee may change an employee's work schedule and/or location, but must provide at least a fourteen (14) day notice to the employee, or will otherwise incur a penalty of four (4) hours of pay on each day worked for which timely notice was not given. The day after notification shall be the first day of notice.

6.4 Temporary Work Schedule and/or Location Change – At least five (5) days advance notice will be given to an employee prior to temporarily changing the employee's work schedule and/or location. "Temporary work schedule and/or location change" shall be defined as at least one work week. A penalty of



four (4) hours of pay on each day worked shall be paid for which timely notice was not given. The day after notification shall be the first day of notice.

6.5 Temporary Schedules - A temporary employee will be hired at Step 3. After two thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to the next higher step on the pay range.

6.6 Work Schedule - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given fourteen (14) days advance notice of planned shift and/or workweek schedule changes; however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice.

6.7 Re-Opener for Evening Shift - The County agrees to notify the Union and negotiate the effects if evening or night shifts are established during the term of this Agreement.

ARTICLE 7: OVERTIME AND PREMIUMS

7.1 Contractual Daily Overtime - Contractual daily overtime shall be paid to employees who work more than their regularly compensated workday, inclusive of alternative work schedules, at the contractual overtime rate in effect at the time the overtime work is performed. ~~An employee on a 5-8 work schedule will be compensated at the rate of one and one half (1-1/2) times his/her hourly rate of pay (overtime rate) for all additional hours worked in excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated hours per workweek, or on a holiday recognized in Article 10 of the MLA CLA (in addition to the holiday pay).~~

7.1.1 Contractual Weekly Overtime – Contractual weekly overtime shall be paid to employees for all hours compensated in excess of forty (40) hours per FLSA workweek at the contractual overtime rate in effect at the time the overtime work is performed. ~~An employee on a 4-10 work schedule will be compensated at the rate of one and one half (1-1/2) times the employee's hourly rate of pay (overtime~~



rate) for all additional hours worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular compensated hours per workweek, or on a holiday recognized in Article 10 of the CMLA/CLA (in addition to the holiday pay).

7.1.2 Contractual Overtime Rate – The contractual overtime rate for each overtime hour compensated shall be 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 ~~and~~ any applicable pay premiums in effect at the time the overtime is worked that are contractually required to be included, (e.g. Lead pay), when calculating the contractual overtime rate. In the event 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.

7.2 Scheduled overtime work - Scheduled overtime work will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where regular employees are not readily available. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled.

7.5 Overtime Authorization - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee except as provided for under Article 7.

7.3 Eight (8) Hours Between Shifts Break - An employee who is called in to work prior to his/her/their next regularly scheduled shift, and who works no less than twelve (12) hours inclusive of overtime without at least eight (8) hours break-off-duty before the start of his/her/their next regularly scheduled shift will, upon request, be relieved of any requirement to work from his/her/their next regularly scheduled shift. The employee can be directed by the King County Sheriff’s Office, for safety reasons, to not work his/her/their next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which he/she the employee was relieved.

7.4 Compensatory Time Off - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The manager/designee will approve or deny such requests in



writing. Employees who accrue compensatory time shall be allowed to carry up to sixty (60) hours of compensatory time at any given time. Compensatory time will accrue at the rate of one and one-half (1-1/2) hours for every overtime hour worked.

If the request for compensatory time will result in an over accrual beyond the annual (60) hours of compensatory time at any given time maximum, the overtime work will be compensated with overtime pay. A denial of a request to be compensated for overtime hours worked with compensatory time rather than overtime pay is within the sole discretion of management and is not subject to the grievance procedure of this collective bargaining agreement, but may be discussed in Labor Management Meetings.

7.4.1 Compensatory Time in Lieu of Overtime Pay - On each May 31 and November 30, employees with accrued compensatory time will be permitted to request cash out of all, or a portion of such time, to the half hour, if they so desire. Payments will be made as soon as practicable, but no later than the second paycheck following the request. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director 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 compensatory time not carried over into the following year. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

~~**7.5 Overtime Authorization** - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee except as provided for under Article 7.~~

7.65 Call-Back and Call-Back Pay - A “call-back” will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work. Voluntary sign up for overtime does not constitute a call-back. A minimum of four (4) hours at the contractual overtime rate will be paid for each call-back. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.

7.76 Travel Call-In and Travel Call-In Premium - A “travel call-in” will be defined as a



circumstance where an employee is notified of a work location change before they arrive to their primary worksite. A travel call-in premium, equivalent to one hour of the employee's base hourly rate of pay inclusive of any applicable pay premiums in effect at the time, will be paid to compensate for the time spent while traveling in to the different work location. Where, after arriving at a primary worksite, an employee is assigned to a different work location, the employee shall be on the clock from the time they leave the primary site to travel to the newly assigned site. If they use their personal vehicle, they shall be compensated for mileage. This travel call-in premium does not apply to a schedule change under 6.3 or 6.4.

7.87 Shift Extension and Shift Extension Pay - If an employee is called in early or is held over at their primary worksite after their normal shift and the employee is paid continuously for the entire period of time worked, it shall be deemed a "shift extension" and not a call-back or a travel call-in. In the event of a shift extension, the employee will be compensated at the overtime rate for only the hours worked beyond his/her/their regular shift.

7.98 Emergency Work Premium - Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be compensated at the contractuals overtime rate. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her/their regular shift, the regular shift will be compensated at the employee's regular base, hourly rate of pay inclusive of any applicable pay premiums in effect at the time.

ARTICLE 8: HOLIDAYS

8.1 Holidays Observed — Comprehensive leave eligible ~~E~~employees covered by this Labor Agreement shall be eligible for holidays with pay as provided in Article 10 of the MLA ~~CLA~~, except as modified in addition to the below provisions.

8.1.1 Part-time Employees — Comprehensive ~~L~~leave eligible employees who work a part-time work schedule will be granted each of the holidays identified in Article 10 of the CMLA ~~CLA~~ with pay prorated to reflect their normally scheduled work week.



8.2 Holidays on Scheduled Day Off - Whenever a holiday occurs during a full-time comprehensive

leave eligible employee's regularly scheduled day off, such employee either will receive compensation for the holidays identified in Article 10 of the CMLA or management will designate as an alternative holiday either the regularly scheduled workday before or after the holiday. Management will establish and notify affected employees of an alternative holiday schedule no later than December 15 of the preceding year.

8.3 4-10 Employees -- An employee on a 4-10 work schedule may elect to use two (2) hours of their accrued vacation leave or compensatory time applied in order to be compensated ten (10) hours for each holiday identified within Article 10 of the MLC, or may elect to take the two (2) hours as unpaid leave.

~~A full-time leave-eligible employee on a 4-10 work schedule may have two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each holiday identified within Article 10 of the MLC.~~ As an alternative, employees working a 4-10 work schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which have a holiday.

~~**8.4 Personal Holidays** -- Are pursuant to Article 10 of the MLC, except as modified in this Section~~

~~8.4. The personal holiday for part time regular employees will be pro-rated to reflect their normally scheduled work week.~~

8.54 Holidays Falling on a Weekend - For those comprehensive leave eligible employees whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those comprehensive leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual date of the holiday.

8.65 Holiday Observed Pay Maximum Accrual -- Comprehensive leave eligible employees will receive no more than a maximum of eight (8) hours per holiday observed ~~for a total of ninety-six (96) hours per year of holiday pay in any one (1) calendar year.~~

8.7 Pay Status -- ~~To be eligible for holiday pay, the employee must be in pay status on the employee's work day before and the employee's work day after the holiday. However, an employee who has~~



successfully completed at least five (5) years of service and who retires at the end of the month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

8.86 Holiday Worked Pay - Work performed by a comprehensive leave-eligible employee on a holiday shall be paid at one and one half (1 1/2) times the employee's regular base rate of pay the contractual overtime rate, in addition to the holiday observed pay provided in Article 8.6 above inclusive of any applicable premiums at the time.

ARTICLE 9: VACATIONS

9.1 Accrual Schedule - Employees covered by this Labor Agreement shall be eligible for vacation leave with pay as provided in Article 35 of the MLA CLA, except as modified in addition to the below provisions.

~~**9.1.1 Part-time Employee Accrual** - Is pursuant to Article 35 of the MLA.~~

~~**9.2 Vacation Accrual Start Date** - Is pursuant to Article 35 of the MLA.~~

9.32 Maximum Accrual - Pursuant to Article 35 of the MLA, all Employees hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours. This shall not apply to any current employees including TLT's, hired on or before 12/31/17. Employees eligible for vacation leave may accrue up to either 480 or 320 hours (depending on the employee's hire date), prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount, as provided in MLA CLA Article 9, Vacation Leave Cap on or before the last pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the excess vacation unless the commander/designee has approved a carryover of such excess leave in accordance with CLA Article 9.2.

9.43 Vacation Eligibility - ~~A leave-eligible employee cannot take or be paid for vacation leave until he/she has successfully completed the first six (6) months of King County Sheriff's Office service in a leave eligible position, except pursuant to the Washington State Family Care Act, and in addition the two personal~~



~~holidays credited to an employee's vacation bank may be used in the first 6 (six) months of employment. If a leave eligible employee leaves King County Sheriff's Office employment prior to successfully completing the first twelve (12) months of King County Sheriff's Office service in a leave eligible position, he/she will forfeit and not be paid for accrued vacation leave.~~ In accordance with the CLA Article 34.5, and the following. Except as provided under a VEBA agreement, a comprehensive leave eligible employee will be paid for accrued vacation leave to ~~his/h~~their date of separation up to the maximum accrual amount if the employee has successfully completed the first twelve (12) months of ~~King County Sheriff's Office~~ service. ~~Payment will be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving King County Sheriff's Office employment less mandatory withholdings.~~

~~9.5 Vacation Use – Is pursuant to Article 35 of the MLA.~~

~~9.6 Work While on Vacation – Is pursuant to Article 35 of the MLA.~~

9.74 Partial Day Increments - Vacation leave may be approved in one-quarter (1/4) hour increments.

~~9.8 Payment to Assigns and Heirs – Is pursuant to Article 35 of the MLA.~~

9.95 Vacation Scheduling – Vacation requests submitted before April 1st shall be granted based on seniority. Requests submitted after April 1st shall be granted on a first come, first served basis while maintaining the efficient functioning of the work unit.

9.106 Notification While on Paid Vacation or Compensatory Time Off - If a comprehensive leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he/she they must notify the manager/designee on the first day of the injury or illness, either by telephone or ~~fax~~email, or by letter postmarked the first day of the injury or illness. However, if it is physically impossible to give the required notice on the first day, notice must be sent as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of the injury or illness, while on vacation or compensatory time off must be presented regardless of the number of days involved.

9.117 If a regular or probationary (who has previously achieved career service status) employee



resigns from ~~King the~~ County ~~Sheriff's Office~~ employment or is laid off and subsequently returns to ~~King~~ County ~~Sheriff's Office~~ employment within two (2) years from such resignation or lay off, as applicable, the employee's prior ~~King~~ County ~~Sheriff's Office~~ service shall be counted in determining the vacation leave accrual rate under ~~Section 9.1~~ MLA CLA Article XX.

9.128 Term-Limited Temporary Employees - A term-limited temporary employee who, contiguous with ~~his/her~~ their term-limited temporary employment becomes a regular employee shall have ~~his/her~~ their accrued vacation leave accruals carry over with such regular appointment and the accrual rate will be determined based on ~~his/her~~ their date of hire in the term-limited temporary position.

ARTICLE 10: SICK LEAVE

10.1 Sick Leave - Employees covered by this Labor Agreement shall be eligible for sick leave with pay as provided in Article 34 of the ~~MLA~~ CLA, ~~except and~~ as modified below.

~~10.2 Vacation as an Extension of Sick Leave~~ - ~~Is pursuant to Article 34 of the MLA.~~

10.32 Partial Day Increments - Sick leave may be approved in ~~one quarter (1/4) hour~~ the same increments in which the employee is paid.

~~10.4 Unlimited Accrual~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.5 Restoration following Separation~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.6 Pay upon Separation~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.7 Leave Without Pay for Health Reasons~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.8 Leave Without Pay for Family Reason~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.9 Use of Vacation Leave as Sick Leave~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.10 Use of Sick Leave~~ - ~~Is pursuant to Article 34 of the MLA.~~

~~10.11 Family Medical Leave~~ - ~~Is pursuant to Article 11 of the MLA.~~

~~10.11.1 Concurrent Time~~ - ~~Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.~~

~~10.11.2 Insurance Premiums~~ - ~~The King County Sheriff's Office will continue its~~



~~contribution toward health care during family medical leave taken under Section 10.11 and Article 11 of the
MLA.~~

~~10.11.3 Return to Work from Family Medical Leave Is pursuant to Article 11 of the
MLA.~~

~~10.11.4 Failure to Return to Work Is pursuant to Article 11 of the MLA.~~

10.123 Provider Certification – The manager/designee and employee is responsible for the proper
administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably
required to substantiate the health condition of the employee or family member for leave requests in
accordance with applicable state and federal laws, in accordance with CLA Article 31.8.

10.134 Term-Limited Temporary Employees - A term-limited temporary employee who,
contiguous with his/hertheir term-limited temporary employment becomes a regular employee shall have
his/hertheir accrued sick leave accruals carried over with the regular appointment.

ARTICLE 11: PAID LEAVES

11.1 Donation of Vacation and Sick Leave Hours – ~~Are pursuant to Article 6 of the MLA.~~

11.2 Leave - Organ Donors – ~~The manager/designee will allow an employee eligible for paid leave
who is voluntarily participating as a donor in life giving or life saving procedures such as, but not limited to,
bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave provided;~~

~~**A. Notification** – The employee gives the manager/designee reasonable advance notice of the
need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
pain or the eventual death of the identified recipient.~~

~~**B. Provider Certification** – The employee provides written proof from an accredited medical
institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or
other organs or tissue or to participate in any other medical procedure where the participation of the donor is
unique or critical to a successful outcome.~~



~~11.2.1 Time off Subject to Agreement~~ Time off from work for the purpose set out above in excess of five (5) working days will be subject to the terms of this Agreement.

~~11.3 Bereavement Leave~~ Is pursuant to Article 8 of the MLA.

~~11.4 Volunteer Time~~ Is pursuant to Article 4 of the MLA.

~~11.5 Jury Duty~~ Is pursuant to Article 5 of the MLA.

~~11.6 Leave Examinations~~ An employee eligible for paid leave will be entitled to necessary time off with pay for the purpose of participating in King County Sheriff's Office qualifying or promotional examinations. This will include time required to complete any required interviews. (TA 9/21/21)

~~11.7 Military Leave~~ Is pursuant to Article 2 of the MLA.

ARTICLE 12.1: MEDICAL, DENTAL AND LIFE PLAN INSURANCE COMMITTEE AND COVERAGE

~~12.1 Maintenance of Benefits~~ Group medical, dental and life insurance programs will be maintained in accordance with Article 25 of the MLA.

12.211.1 Insurance Committee - There will be a Joint Labor Management Insurance Committee comprised of representatives from the County and the Labor Union Coalition. The function of the Joint Labor Management Committee will be to review, study and make recommendations relative to existing medical, dental, vision and life insurance programs. The County and the Union will implement any changes in employee insurance benefits which result from any agreement of the Joint Labor Management Committee.

12.311.2 Insurance Coverage While Off Work Due to On-the-Job Injury or Illness - The ~~King~~ County ~~Sheriff's Office~~ shall continue to provide medical insurance coverage at no cost for active employees and their dependents for those months they are unable to work due to an on-the-job injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of months of medical insurance coverage provided for under this Section shall not exceed twelve (12) months or the number of months for which the employee continues to receive paid sick leave and/or paid vacation leave benefits, whichever is the greater.



ARTICLE 12: SENIORITY - LAYOFF AND RECALL

12.1 Seniority Rights - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

12.2 Probation - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of twelve (12) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation is also served when an employee is rehired, demoted or promoted. The probation period may be extended by mutual agreement between the employer County and the Union. To the extent permitted by law, the probationary period may be extended for the number of work days equal to the number of work days an employee was absent or unable to perform the essential functions of the position in excess of ten (10) scheduled work days during the probationary period. The ~~King County Sheriff's Office~~ will notify the Union of a probation extension. Upon successful completion of the probation period, the employee will be assigned a classification seniority date which will be the date when ~~he/she~~ the employee first commenced ~~his/her~~ probation for that classification. An employee working less than a full-time work schedule will have ~~his/her~~ their probation prorated based on the full-time work schedule for the work unit.

12.2.1 An employee who is recalled from layoff within two (2) years, or is rehired within one (1) year will have ~~his/her~~ their classification seniority restored upon successful completion of probation.

12.2.2 Resumption of Probationary Period Upon Recall From Layoff - In the event a regular employee is laid off during ~~his/her~~ their probationary period and is subsequently recalled to ~~his/her~~ their classification within ninety (90) calendar days from the date of layoff, ~~he/she~~ the employee will be credited with all days previously worked for purposes of satisfying ~~his/her~~ their probationary period and establishing ~~his/her~~ their resultant classification seniority date.

12.3 Seniority Accrual While on Leave Due to Illness or Injury - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of



absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

1312.3.1 Seniority Accrual While on Leave Without Pay - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 13.3.

1312.4 Promotion and Transfer - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume ~~his/her~~the seniority ~~which he/she~~had held on the date of the promotion or transfer.

A regular employee who is promoted to another King County position and does not complete the probationary period may elect to return to the former position within six (6) months if the former position is vacant and available. If the position is not available, and as a result the employee separates from ~~King the~~ County ~~Sheriff's Office~~ service, the employee will be entitled to recall rights to the former classification in accordance with Section 13.9, as if the employee had been laid off on the date of separation subject to required background checks.

1312.5 Seniority will be defined as follows:

- “Classification Seniority” will be defined as regular employee’s total length of service within a specific classification covered by this Agreement.
- “Division Seniority” will be defined as a regular employee’s total length of service within a division of a department covered by this Agreement.
- “Departmental Seniority” will be defined as a regular employee’s total length of service within a department.
- “Bargaining Unit Seniority” for purposes of this Agreement, will be defined as a regular employee’s total length of service within a classification(s) covered by this Agreement.
- “County Seniority” will be defined as a regular employee’s total length of service with the



County in a career service position.

1312.6 Forfeiture of Seniority - Seniority rights will be forfeited for any of the following causes:

- Discharge for just cause.
- Promotion or transfer outside of the bargaining unit for one (1) or more years, except in case of layoff in which case it is two (2) years.
- Resignation; provided, however, in the event a regular employee who has successfully

completed his/her/their probationary period is rehired to a classification covered under this Agreement within twelve (12) months from the date of his/her/their termination or resignation, the employee will then be credited with all his/her seniority credits previously existing on his/her/their last day worked.

1312.7 Reduction in Work Force Procedure - In the event of a reduction-in-force, the King

County Sheriff's Office will lay off the regular employee in the classification affected who has the least Classification Seniority within his/her/their division. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary employees in the classification within the affected division of the department will be separated first. Where two (2) or more regular employees have the same Classification Seniority, the more senior employee will be the one who has the most seniority by applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

1312.8 Bumping Rights - A regular employee who becomes displaced due to a reduction-in-force

will be permitted to use his/her/their Classification Seniority to displace or “bump out” the least senior regular employee occupying the same classification. The employee will also be permitted to use his/her/their bargaining unit seniority to displace or “bump out” the least senior regular employee occupying a classification within which the bumping regular employee had previously attained seniority status.

1312.8.1 Displaced Employees - A regular employee who becomes displaced due to another

regular employee's exercise of Section 13.8, will also be afforded the right to displace or “bump out” the least senior regular employee in his/her/their classification in a similar manner.

1312.9 Recall from Layoff - A regular employee displaced due to a reduction-in-force will be



recalled to ~~his/her~~their classification in the inverse order of layoff subject to ~~his/her~~their ability to perform the work of the position for which ~~he/she~~the employee is recalled and their ability to pass required background checks. A regular employee will be removed from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

ARTICLE 14.13: MISCELLANEOUS

14.13.1 Seniority Lists - The ~~King County Sheriff's Office~~ will transmit to the Union a current listing of all employees in Addendum A within thirty (30) days of the Union's request for such a list, not to exceed twice per calendar year in February and August of each year. Such list will indicate the name of the employee, job classification, classification seniority date and current work location.

~~14.2 Contracting of Work - The King County Sheriff's Office will not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short term, temporary basis. Except for emergency situations, the King County Sheriff's Office will provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance will the King County Sheriff's Office agree to any contracting out of bargaining unit work.~~

~~14.3~~**13.2 Election to Union Office** - ~~MLA~~CLA Provisions in Article 22 regarding Union Leave shall not apply to this bargaining unit. A regular employee elected or appointed to an office in the Union, which requires all of ~~his/her~~their time will be given an unpaid leave of absence up to one (1) year without pay upon written application. This provision does not apply to appointed shop stewards in the exercise of their duties which fall under Section 14.10. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

~~14.4 Mileage Reimbursement - Is pursuant to Article 24 of the MLA.~~

~~14.5~~**13.3 Parking** - The County agrees to maintain the current practice of providing parking for the



lead worker. Employees may request validation of a parking receipt for the downtown County garage. Such requests may be granted on a case by case basis if the Supervisor or designee determines it is in the County's interest to pay for an employee's parking.

14.513.3.1 - For the purposes of opening the King County Court House in a timely fashion and allowing the flexibility of a screener to work for a partial day, the KCSO will validate no more than three parking passes a day. These validations will be tracked by the Sergeant or their designee. Validations made beyond the provided three parking passes shall be paid at the expense of the employee. These parking spots will not replace any other parking described in 14.5.

14.613.4 Polygraph - Employees under this Agreement are subject to pre-hire polygraph testing pursuant to RCW 49.44.120.

14.713.5 King County Labor-Management Committee(s) - The ~~King~~ County ~~Sheriff's Office~~ and the Union recognizes the importance of a collective bargaining and employee relations climate in the King County Sheriff's Office that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the ~~King~~ County ~~Sheriff's Office~~ and the Union agrees to establish labor-management committee(s) where mutually agreed.

~~**14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.~~

~~**14.9 Bulletin Boards** - Are pursuant to Article 23 of the MLC~~**CLA**~~.~~

~~**14.1013.6 Shop Stewards**~~ - Shop stewards may conduct representational responsibilities including attending grievance, Weingarten and Loudermill meetings during ~~his/her~~**their** regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee.

~~**14.1113.7 Safety**~~ - The ~~King~~ County ~~Sheriff's Office~~, Union and employees agree to comply with all



applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition ~~he/she~~ the employee will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

~~14.12 Bus Pass Is pursuant to Article 38 of the MLA.~~

~~14.13~~ 13.8 **Uniforms** - The County agrees to provide uniforms to employees, ~~as agreed to during the 2011-2012 negotiations.~~ The Uniform includes two (2) pairs of pants, two (2) short-sleeved shirts, two (2) long-sleeved shirts, one (1) pair of boots and one (1) jacket.

~~14.14~~ 13.9 **Filling of Vacant Positions** - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the ~~King County Sheriff's Office~~ will provide notice of the vacancy to all regular employees within the classification within the bargaining unit. A copy of the vacancy will be posted on the workplace bulletin board. Any regular ~~member employee in~~ of the bargaining unit holding a position within the same classification as that of the vacant position will be given the opportunity to apply for the position. The appointment will be made to the applicant who the ~~King County Sheriff's Office~~ determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis of classification seniority. This provision is not applicable to employees who hold a different employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

~~14.15~~ 13.10 **Use of Term-Limited Temporary Employees** - The ~~King County Sheriff's Office~~ will notify the Union when it hires a term-limited temporary employee. The notice will include the classification, division hired, basis for the hire and expected length of employment. The ~~King County Sheriff's Office~~ will meet with the Union, if requested, within fourteen (14) days following such request.

~~14.16~~ 13.11 **Pension Trusts** - The ~~King County Sheriff's Office~~ agrees to re-open negotiations during the term of this Agreement upon request of the Union, solely for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in a Union Pension Trust. The parties understand and agree that the Union will conduct a membership vote to determine whether the



membership will participate in a Pension Trust, and that if a majority of members represented by the Union signatory to this Agreement vote in favor of participation, all ~~members~~ employees represented by the Union must participate. The parties further agree that participation in a Pension Trust shall not result in an increase of pay for any employees covered by this Agreement.

~~14.17 Certification and Training – Is pursuant to Article 36 of the MLA.~~

~~14.18~~ 13.12 **On-Call Reopener** - At the request of the ~~KCSO~~ County, the parties mutually agree to re-open the agreement for the purposes of bargaining on-call security screeners.

ARTICLE 15.4: GRIEVANCE PROCEDURE

~~15.14.1~~ **Purpose** – ~~Is pursuant to Article 26 and 27 of the MLACL~~ A ~~Provisions in Article 26~~ regarding Grievance Procedure and Discipline and Sunset Clause ~~shall not apply to this bargaining unit.~~ The ~~King~~ County ~~Sheriff's Office~~ and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the ~~King~~ County ~~Sheriff's Office~~ and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

~~15.14.2~~ **No Discrimination** - Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

~~15.3 Grievance Definition – A grievance will be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.~~

~~15.4 Exclusive Representative – The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee.~~

~~15.5~~ 14.3 **Access to Grievance Procedure** - Employees, whether Union members or not, will have no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.



15.6

~~————— **A. STEP 1 – Supervisor** A grievance will be presented in writing by the shop steward or the Union representative within fourteen (14) calendar days of the occurrence or knowledge of such grievance to the employee’s immediate supervisor. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The immediate supervisor will attempt to adjust the matter with the Union representative and notify the same within fourteen (14) calendar days after receipt of the grievance. If the shop steward/Union representative does not pursue the grievance to STEP 2 within fourteen (14) calendar days after receiving the immediate supervisor written decision, the grievance will be presumed resolved.~~

~~————— **B. STEP 2 – Commander** The grievance will be presented in writing to the commander or designee for investigation, discussion and written reply. The commander or designee will meet with the employee and Union to discuss the grievance within fourteen (14) calendar days of the receipt of the STEP 2 grievance. The commander or designee will issue a written decision to the employee and the Union within fourteen (14) calendar days following the discussion. If the Union does not pursue the grievance to STEP 3 within fourteen (14) calendar days after receiving the commander or designee written decision, the grievance will be presumed resolved.~~

~~————— **C. STEP 3 – Division Chief** The grievance will be presented in writing to the Division Chief who will confer with the Office of Labor Relations to determine whether the grievance is a matter related to working conditions or wages and benefits, and the appropriate office will process Step 3. The appropriate office will schedule a meeting for the purpose of resolving the grievance within thirty (30) calendar days after receiving the written grievance.~~

~~———— **15.7 Arbitration** Should the parties be unable to resolve the grievance at Step 3, either party may make a written request of the other party for arbitration within thirty (30) calendar days following the Step 3 written decision. The written request for arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.~~

~~———— **15.7.1 Selection Process** The representatives for the parties will select a third disinterested~~



party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7) names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by both the King County Sheriff's Office representative and the Union representative each alternately striking a name from the list until only one name remains. The remaining name will serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to render a decision promptly and the decision of the arbitrator will be final and binding upon all parties to the dispute.

15.7.2 Arbitrator's Authority Limited The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

15.7.3 Arbitration Expenses The arbitrator's fee and expenses will be paid equally by the King County Sheriff's Office and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the King County Sheriff's Office and the Union. Each party will pay the full costs and fees of its representatives including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration.

15.8 Timelines Timelines under this Article may be extended by mutual agreement of the parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the parties responsible for addressing the grievance at each STEP no grievance STEP may be by passed.

15.9 Mediation Either party can request mediation of the other party prior to arbitration. If both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used to mediate the grievance. In the event that the grievance is not resolved in mediation, either party may proceed to arbitration.

15.10 Disciplinary Action No regular employee shall be disciplined except for just cause. The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that



may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require prior warnings. The provisions of this Article will not apply to probationary, temporary, provisional and term limited temporary employees if they are disciplined or discharged.

~~15.10.1~~**14.4 Performance Improvement Plan (PIP)** ~~– Is pursuant to Article 27 of the~~
~~MLA~~**CLA and the following.** The purpose of a PIP is to provide a structured environment to enhance communication and coaching between supervision and the employee with the goal of improved employee performance. The performance or conduct that gave rise to the PIP may be the subject of review and corrective action, however, the PIP in and of itself will not be considered as a level of discipline.

~~15.10.2 Written reprimands, suspensions, demotions or discharges must be given by~~
~~registered, certified mail or personally with a written acknowledgment of receipt.~~

~~15.11~~**14.5 Resolutions are Final and Binding** - The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the King County Sheriff's Office will be final and binding upon all parties to the dispute.

~~15.13~~**14.6 Automatic Vehicle Location System Use Policy – The “Automatic Vehicle Location**
System Use Policy”, as amended, shall apply to all employees with the following modifications or additions:

A. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.

B. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to suspect that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action.



e.g., no fishing expeditions.

D. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data, upon request before conducting an investigatory interview, then the camera footage, AVL data, or card reader data shall not be used as evidence in any manner related to discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union employee, for response pursuant to the department's policies and procedures.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

16.1 Work Stoppages - The King County Sheriff's Office, the Council, and the Union agree that the public interest requires efficient and uninterrupted performance of all King County Sheriff's Office services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with King County Sheriff's Office functions by employees under this Agreement and should same occur, the involved Union will take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date his/her automatic resignation became effective.



16.2 Employer Protection - Upon notification in writing by the King County Sheriff's Office to the Union that any of its members represented employees are engaged in a work stoppage, the Union will immediately, in writing, order such members employees to immediately cease engaging such work stoppage and provide the King County Sheriff's Office with a copy of such order. In addition, if requested by the King County, Sheriff's Office a responsible official of the Union will publicly order such Union members represented employees to cease engaging in such work stoppage.

16.3 Discipline - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article will be subject to disciplinary action in accordance with the King County Sheriff's Office's work rules up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE 17: WAIVER CLAUSE

~~17.1 The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the King County Sheriff's Office and the Union for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.~~

ARTICLE 18: SAVINGS CLAUSE

~~18.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.~~



ARTICLE 19: DURATION

~~Is pursuant to Article 31 of the MLA~~ CLA ~~-~~

APPROVED this _____ day of _____, 2018.

By: _____
King County Executive

~~King County Sheriff's Office:~~

Mitzi Johanknecht
Sheriff
~~King County Sheriff's Office~~

For International Brotherhood of Teamsters Local 117:

John Searcy
Secretary-Treasurer



cba Code: 352

Union Code: F18

ADDENDUM A

International Brotherhood of Teamsters Local No. 117

WAGES

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps *
5220000	522002	Security Screener	31 34	1-2-3-4-5
5220600	522102	Security Screener - Lead	34 37	1-2-3-4-5
* These Steps equate to Steps 2-4-6-8-10 on the King County “Squared” Pay Schedule				



ADDENDUM B

TRANSITION TO BIWEEKLY PAY

- ~~1. As provided for in the Appendix, Section 14.8, the County is entitled to implement a biweekly payroll schedule for employees represented by Teamsters Local 117.~~
- ~~2. To assist the employees during the transition period, employees may elect to receive a transition paycheck in an amount equivalent to one (1) week of the requesting employee's base wage.~~
- ~~3. The transition paycheck will be a payment of earnings for time worked after the close of the pay period covered by the last semi-monthly paycheck. Employees who elect to receive the transition check must request it on the designated form by no later than the cut off to be established for such designation.~~
- ~~4. Employees who elect to receive the transition check must designate a repayment schedule; the options are to refund the County in equal deductions from future paychecks over either three (3) months, six (6) months, or twelve (12) months, beginning with the second (2nd) biweekly paycheck.~~
- ~~5. If an employee separates from County service prior to returning the full transition check amount, the remaining amount will be due and payable on the last day of that employee's County employment. The remainder may be deducted from the employee's final paycheck. If the amount of the final paycheck is insufficient to recover the remainder of the funds advanced in the transition check, the amount may be deducted from the payoff of accrued vacation leave. If the final paycheck and vacation payout are insufficient, the employee will be required to agree to a repayment plan acceptable to the County.~~
- ~~6. The County agrees to provide briefings on the progress of the transition to Teamsters Local 117 representatives at least once a month in the three (3) months preceding the transition and to provide ongoing information to employees as the transition plan approaches implementation.~~
- ~~7. Teamsters Local 117 acknowledges that the County has fulfilled its obligation to bargain the effects of implementation of the biweekly pay with the execution of this Agreement.~~



AGREEMENT BETWEEN KING COUNTY AND KING COUNTY POLICE OFFICERS GUILD
REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS OFFICE OF LAW
ENFORCEMENT OVERSIGHT OLEO AGREEMENT 2017-2021

Section 22.1. The King County Office of Law Enforcement Oversight (OLEO) provides independent oversight of all aspects of KCSO's internal administrative system, to enhance accountability and community trust.

Section 22.2. OLEO may be actively involved in all KCSO internal administrative investigation by having:

a) Real-time access to administrative investigative information, through the use of I/APro, or successor system.

b) The ability to make recommendations regarding intake classifications as outlined in Section 22.8.

c) The ability to participate in all administrative interviews as outlined in Section 22.9.

d) The ability to make suggestions regarding the need for additional investigation as outlined in Section 22.11.

e) The ability to review and make suggestions to KCSO regarding KCSO findings, excluding disciplinary decisions, on complaint investigations as outlined in Section 22.14.

f) The ability to attend scenes of Critical Incidents as outlined in Section 22.4.

g) The ability to attend review boards as outlined in Section 22.5

h) The ability to conduct independent investigations as outlined in Section 22.18.

i) The ability to follow up when KCSO declines to conduct additional investigations as outlined in Section 22.20.

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



Section 22.3. OLEO may receive complaints from any party, including, without limitation, members of the public or employees of KCSO. OLEO will forward all complaints to the Internal Investigations Unit (IIU) within five (5) business days for processing and, when appropriate, investigation. Except as provided under Section 22.18 OLEO will not conduct independent disciplinary investigations but may participate in interviews as provided herein.

Section 22.4. The OLEO director/designee shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations Divisions (CID) and/or the Administrative Review Team (ART) for employee involved events. OLEO staff shall be stationed at the Command Post or closer to the scene than the Command Post if approved and accompanied by the Sheriff/designee, and interact only with the administrative team liaison with CID. After the scene is secured, a representative from CID will escort the OLEO representative through the scene.

Section 22.5. The OLEO director/designee may attend Use of Force Review Boards and Department-level Driving Review Boards as a non-voting member. The OLEO director/designee may also attend a “lessoned learned” ART reviews so long as a Guild representative is allowed to attend.

Section 22.6. In addition to complaints received by OLEO, KCSO will provide OLEO access to all other complaints within five (5) business days. The KCSO will be the custodian for all KCSO investigative records. OLEO will not print or download KCSO complaints or investigative records of any kind. If the Sheriff determines that a member of OLEO has violated the terms of access to investigative records, the Sheriff shall have the right to deny the OLEO member further access to investigative records.

Section 22.7. OLEO will have the opportunity to make a recommendation for mediation to the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to mediation, that process will be utilized rather than sending the matter on for investigation. Assuming the employee participates in good faith during the mediation process, the employee will not be subject to discipline and the complaint will be administratively dismissed. Good faith means that the employee listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is



reached and the complainant thereafter refuses to participate, the employee will be considered to have participated in good faith. Moreover, any records related to mediation (other than a mediation settlement agreement) shall not be admissible in any proceeding except to enforce this section.

Section 22.8. Once any complaint is received by the IIU, it shall be submitted to the chain of command for review pursuant to the GOM. OLEO will be provided an opportunity to review KCSO's proposed intake classification or changed classification and either agree or recommend a change to the intake classification before the complaint is investigated, not investigated and closed, or sent to a supervisor for further action. KCSO shall make the final determination of the intake classification. When either the Sheriff or her/his designee determines that the allegations warrant investigation, such investigation shall be approved, and IIU will initiate the investigative process.

Section 22.9. Prior to an interview, KCSO will timely notify OLEO of all administrative investigation interviews on all complaints, Critical Incidents, Serious Force Incidents, and Serious Officer Involved Events. A single OLEO representative may attend and observe interviews, and will be given the opportunity to ask questions that are within the scope of permissible investigative questioning and at such time that it does not interfere with the questioning by KCSO. OLEO will not participate in criminal investigations in any way, and will not be notified of any part of the criminal investigation until the criminal investigation is concluded. At that point, the file shall be provided to OLEO.

Section 22.10. Upon completion of internal administrative investigations, OLEO will certify in writing, whether the investigation was thorough and objective by the standards of OLEO before KCSO concludes its finding process.

Section 22.11. As a part of OLEO's active involvement OLEO may believe that additional investigation is needed on issues they deem material to the outcome. If there is any dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the requested additional investigation, the IIU Commander will determine whether additional investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing the reason(s) for its recommended



additional investigation. After completion of the additional investigation, or the conclusion that no further investigation will be undertaken, OLEO will then certify according to the standards of OLEO, whether the internal investigation was thorough and objective before KCSO concludes its findings process. This determination will be made within ten (10) business days. Once the above finding is entered in the investigation, OLEO will not be involved further in the processing of that case except as provided herein.

Section 22.12. All final disciplinary decisions will be made by the Sheriff.

Section 22.13. OLEO will be provided a copy of any letter or other notification to an employee informing them of actual discipline imposed as a result of an administrative investigation or the Notice of Finding in the event that the complaint is not sustained.

Section 22.14. OLEO will be notified by KCSO, within five (5) business days of case completion, of all internal administrative investigations for the OLEO's review and recommendation on KCSO's findings before KCSO notifies the employee. OLEO shall provide any recommendations on these findings to KCSO within five (5) days of notice of case completion. OLEO shall not make any disciplinary recommendations regarding any internal administrative investigation. OLEO in addition to KCSO's written Notice of Finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings within the context of this Article.

Section 22.15. Any complaining party who is not satisfied with the findings of KCSO concerning their complaint may contact OLEO to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be subject to discipline twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the County in any subsequent challenge to the discipline. Moreover, this section is subject to the 180-day limitation contained in Section 19.10 of this Agreement.

Section 22.16. In addition to the investigative process, OLEO will have unimpeded access to all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all times, including but not limited to, when issuing written or oral reports, from disclosing the name(s) or other



identifying information of employees or other individuals involved in incidents or investigations except OLEO may use the names of any individuals who were subjects of employee-involved events if already made public by KCSO. Nothing herein shall limit OLEO from acknowledging, without analysis or opinion, that it is monitoring an investigation and information already made public by KCSO.

a) OLEO is prohibited from providing information related to pending KCSO investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to KCSO any requests, demands or court orders for documents. KCSO's Public Disclosure Unit will review and make determinations on any Public Disclosure requests for KCSO investigative materials. 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 but shall not take issue with discipline imposed by the Sheriff in specific cases.

Section 22.17. 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 22.18. OLEO may administratively investigate complaints involving Critical Incidents, Serious Force Incidents, Serious Officer Involved Events, and Serious Misconduct as provided herein:

a) If KCSO does not conduct an internal administrative investigation.

b) OLEO may conduct investigations independent of KCSO IIU on complaints made against non-represented KCSO employees.

c) OLEO shall notify KCSO at least five (5) business days before commencing an investigation.

d) At the completion of its investigation, OLEO will provide its report of investigation only to the Sheriff, except as required by law.



e) After consultation with the Sheriff, OLEO may disclose, without analysis or opinion, audio or video evidence from an investigation being conducted by OLEO that will not compromise any pending investigation.

f) Administrative investigations conducted by OLEO are subject to Article 19.

Section 22.19.

a) Except as provided herein, nothing in this Article shall allow the Sheriff to assign bargaining unit work to OLEO.

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 to the Sheriff 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.

Section 22.20. After the administrative investigation has been closed and any discipline has been adjudicated, OLEO may follow-up on any requested additional investigation that was made pursuant to Section 22.11 and was rejected by the KCSO. As part of any such follow-up, OLEO will not utilize an expert who creates a report criticizing an expert’s opinion that was relied upon by the KCSO in reaching its conclusion for that investigation. In the event OLEO learns information that could be useful to the Sheriff for purposes of potential changes to KCSO policies, practices, systems and procedures, OLEO may provide that information to the Sheriff as part of a report concerning such changes. After providing the report to the Sheriff, OLEO may release the report to others. The report is subject to the limitations in Section 22.16. This information cannot be used to reopen an investigation.

Section 22.21. OLEO may not issue a subpoena to an employee of KCSO, to their family members, or to seek their personal and confidential records. However, if the County Charter is amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required by law.