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**Coalition Labor Agreement (CLA) - Appendix for 352  
Agreement Between King County  
And  
International Brotherhood of Teamsters Local 117  
Security Screeners - King County Sheriff's Office**

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1 This Appendix and all Addenda, along with the Coalition Labor Agreement (CLA),  
2 constitutes the collective bargaining agreement (Agreement) between King County (the County), and  
3 Teamsters, Local 117, (Union), the terms of which have been negotiated in good faith, between the  
4 County and the Union. This agreement shall be subject to approval by ordinance by the Metropolitan  
5 County Council (Council) of King County, Washington.

6 **ARTICLE 1: PURPOSE**

7 1.1 The purpose of this Agreement is to promote the continued improvement of the  
8 relationship between the County and its employees through their Union. The Articles of this  
9 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

10 **1.2 APPLICATION OF COALITION LABOR AGREEMENT**

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

12 1.2.1 The Preamble in its entirety.

13 1.2.2 All superseding and non-superseding provisions, unless otherwise noted in this  
14 Appendix or in the CLA.

15 1.2.3 The following non-superseding articles do not apply to this bargaining unit:

- 16 A. Job Posting (CLA Article 18),
- 17 B. Public Disclosure Request (CLA Article 19),
- 18 C. TLT Positions (CLA Article 17),
- 19 D. Union Leave (CLA Article 22),

20 **ARTICLE 2: UNION RECOGNITION AND D.R.I.V.E.**

21 2.1 **Payroll Deduction for Political Contributions - Democratic, Republican,**  
22 **Independent Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions  
23 from the paycheck of all employees covered by this Agreement in accordance with the following:

24 2.1.1 D.R.I.V.E. shall notify the County of the amount of compensation designated by  
25 each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar  
26 increments and calculated based on the employee’s pay period.

27 2.1.2 The County agrees to deduct from all employees covered by this Agreement  
28 their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the

1 full amount on behalf of the contributing employee, the County will not withdraw any funds for that  
2 pay period.

3           **2.1.3** The County shall transmit to D.R.I.V.E. National Headquarters on a monthly  
4 basis, in one check, the total amount deducted for each contributing employee along with the name of  
5 each employee on whose behalf a deduction is made.

6           **2.1.4** The Union will indemnify, defend and hold the County harmless against any  
7 claims made and against it and any suit instituted against the County on account of any deduction or  
8 lack thereof of D.R.I.V.E contributions.

9           **2.2 Notice of Recognition** - The County will require all new employees hired, transferred, or  
10 promoted into a position included in the bargaining unit to sign a form which will inform them of the  
11 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy  
12 will be given to the employee and the original will be sent to the Union. The County will notify the  
13 Union when an employee leaves the bargaining unit.

14 **ARTICLE 3: MANAGEMENT RIGHTS**

15           **3.1 General** - The Union recognizes the prerogatives of the County to operate and manage its  
16 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
17 terms and conditions of this Agreement.

18           **3.2 Rights Enumerated** - Unless modified by this Agreement or the CLA, the County shall  
19 have the right to determine staffing levels and work locations; recruit, examine, hire, appoint,  
20 promote, train, layoff, and discipline and discharge regular employees for just cause; direct and  
21 assign the work; develop and modify classification specifications; allocate positions to those  
22 classifications; allocate employees to those positions; determine work shifts and work schedules;  
23 schedule and assign overtime work; establish the methods, means and processes by which work is  
24 performed; establish reasonable rules; and the right to take whatever actions are necessary in  
25 emergencies in order to assure the proper functioning of the work units.

26           **3.3 Early Intervention System (EIS)** - Consistent with the authority retained in Article  
27 3, the County has the right to develop and implement an EIS system consistent with KCSO's policies  
28 and procedures.

1           **3.4 Office of Law Enforcement Oversight** - The Union agrees to adopt the King County  
2 Police Officers Guild (KCPOG) 2017-2021 agreement on OLEO, attached as Addendum B.

3 **ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY**

4           **4.1 Wage Rates** - The classifications of employees covered by this Agreement and the  
5 corresponding rates of pay are set forth under Addendum A which is attached hereto and made a part  
6 of this Agreement.

7           **4.2 STEP Advancement** - A regular employee may be hired at Step 1 of the wage range  
8 provided under Addendum A covering the classification or above Step 1 as provided under the  
9 County's Personnel Guidelines. Upon successful completion of the probationary period for the initial  
10 hire into the classification, the employee will move from the initial Step hired to the next wage Step  
11 in the wage range, if hired at Step 1. If the employee is hired above Step 1, they shall move to the  
12 next Step upon successful completion of the probationary period. Step increases thereafter will be  
13 annually, on the date of the first Step movement after the initial hire into the classification until the  
14 top Step is reached. An employee working less than full-time will receive Step increases prorated  
15 based on the full-time work schedule of the work unit.

16           **4.3 Step on Promotion** - A regular employee who is promoted from one classification to a  
17 higher paying classification will be placed into the pay Step providing no less than a five (5%)  
18 percent increase in their base hourly rate of pay not to exceed the top pay Step of the higher paying  
19 classification.

20           **4.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a  
21 temporary employee may be eligible for participation in the applicable Health and Welfare Plan. The  
22 temporary employee may also be eligible to receive other compensation provided under King County  
23 Code, as amended, in the event the employee exceeds the calendar year working hours threshold.

24           **4.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
25 regular positions.

26           **4.6 Wage Increase** - All wage rates in effect for the classifications listed in Addendum A  
27 will receive increases in accordance with the King County and Union 2022-2024 Coalition Labor  
28 Agreement.

1           **4.7 Lead Assignment** - An employee may be temporarily assigned in writing by the  
2 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)  
3 percent above their base hourly rate of pay. In the event that the employee works as a lead in excess  
4 of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision  
5 will be superseded by lead level classifications in the attached Addendum A, if such classifications  
6 have a higher wage rate than the employee's base hourly rate of pay. Security Screeners shall be  
7 afforded the opportunity to express interest in being appointed to a vacant lead position.

8           **4.8 Training Assignment**- Management has the right to assign, in writing, an employee to train  
9 other employees. When an employee is assigned to train one-on-one for one full day or more, such  
10 employee will be paid 5% (five percent) above their base pay for that day or days, under the following  
11 conditions:

12                   **4.8.1** The employee submits a timely request for training pay under this section.  
13 Requests should be submitted consistent with department policies and procedures, and if possible  
14 should be submitted within the pay period in which the training time is worked;

15                   **4.8.2** The training employee must be part of the evaluation process for the trainee, and;

16                   **4.8.3** Leads, and those whose primary job duty is training, are not eligible for this  
17 premium.

18 **ARTICLE 5: HOURS OF WORK**

19           **5.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of  
20 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and  
21 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

22                   **5.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule  
23 comprising of four (4) work days of ten (10) consecutive hours each work day exclusive of the meal  
24 period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work  
25 schedule will provide for two (2) consecutive days off, one of which will be a Saturday and/or a  
26 Sunday and a third day off that may not be consecutive.

27                   **5.1.2 Additional Work Schedules** - By mutual agreement, additional work  
28 schedules may be established.

1                   **5.1.3 Overtime** - The additional hourly compensation (shift premium) paid to  
2 employees assigned to second or third shift will not be paid for overtime hours worked by employees  
3 who are assigned to first shift.

4                   **5.2 Bid for Primary Worksite** – Employees shall participate in an annual bid in which bids  
5 shall be submitted in seniority order. For example, the most senior employee will make the first  
6 selection of available assignments which include: KCCH, JRJC, YSC, ITA, Redmond District Court,  
7 Shoreline District Court, Bellevue District Court, Auburn District Court, Issaquah District Court, and  
8 Burien District Court. Employees will designate a first, second and third choice in their bid  
9 submission. For post assignments, the County shall consider seniority, but operational reasons shall  
10 be the primary consideration when making post assignments.

11                   **5.2.1 Altering of Work Schedule** - No employee will have their work schedule  
12 altered for the purpose of avoiding the payment of overtime except when an employee bids for such  
13 change as provided in Section 5.2. No employee will be required to work on their scheduled day off  
14 in lieu of the employee’s scheduled workday. An employee will not receive overtime pay for  
15 working on Saturday or Sunday if either one or both of the days are part of their regular work  
16 schedule, except as provided for under Article 6.

17                   **5.3 Permanent Work Schedule and/or Location Change** – A permanent work schedule or  
18 location change occurs when orders are cut to fill a vacant FTE position. The manager/designee may  
19 change an employee’s work schedule and/or location, but must provide at least a fourteen (14) day  
20 notice to the employee, or will otherwise incur a penalty of four (4) hours of pay on each day worked  
21 for which timely notice was not given. The day after notification shall be the first day of notice.

22                   **5.4 Temporary Work Schedule and/or Location Change** – At least five (5) days advance  
23 notice will be given to an employee prior to temporarily changing the employee’s work schedule  
24 and/or location. “Temporary work schedule and/or location change” shall be defined as at least one  
25 work week. A penalty of four (4) hours of pay on each day worked shall be paid for which timely  
26 notice was not given. The day after notification shall be the first day of notice.

27                   **5.5 Temporary Schedules** - A temporary employee will be hired at Step 3. After two  
28 thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to

1 the next higher step on the pay range.

2           **5.6 Work Schedule** - Employees will be scheduled to work when needed. The establishment  
3 of shifts and workweek schedules is vested solely with the County and may be changed to meet  
4 operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees  
5 will be given fourteen (14) days advance notice of planned shift and/or workweek schedule changes;  
6 however, in those circumstances where changes are needed due to unforeseen events, employees may  
7 be assigned with minimal or no notice.

8           **5.7 Re-Opener for Evening Shift** - The County agrees to notify the Union and negotiate the  
9 effects if evening or night shifts are established during the term of this Agreement.

10 **ARTICLE 6: OVERTIME AND PREMIUMS**

11           **6.1 Contractual Daily Overtime** - Contractual daily overtime shall be paid to employees  
12 who work more than their regularly compensated workday, inclusive of alternative work schedules, at  
13 the contractual overtime rate in effect at the time the overtime work is performed or forty (40) hours  
14 per workweek, or on a holiday recognized in Article 10 of the CLA (in addition to the holiday pay).

15           **6.1.1 Contractual Weekly Overtime** – Contractual weekly overtime shall be paid to  
16 employees for all hours compensated in excess of forty (40) hours per Fair Labor Standards Act  
17 (FLSA) workweek at the contractual overtime rate in effect at the time the overtime work is  
18 performed or on a holiday recognized in Article 10 of the CLA (in addition to the holiday pay).

19           **6.1.2 Contractual Overtime Rate** – The contractual overtime rate for each overtime  
20 hour compensated shall be one and one-half times the combined amount of the employee’s hourly  
21 base rate of pay, as specified in the Addendum A wage table, plus any applicable pay premiums in  
22 effect at the time the overtime is worked that are contractually required to be included, (e.g. Lead  
23 pay), when calculating the contractual overtime rate. In the event the FLSA requires a higher rate of  
24 pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the  
25 FLSA.

26           **6.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time  
27 regular, then part-time regular employees prior to all other employees except in those instances where  
28 regular employees are not readily available. Readily available is defined as the employee not being



1 on a leave status and is present at work or at home when called at the time the overtime work is being  
2 scheduled.

3 **6.3 Overtime Authorization** - All overtime will be authorized in advance by the  
4 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be  
5 considered overtime when it is a regularly scheduled workday for the employee except as provided  
6 for under Article 6.

7 **6.4 Eight (8) Hours Between Shifts** - An employee who is called in to work prior to their  
8 next regularly scheduled shift, and who works no less than twelve (12) hours inclusive of overtime  
9 without at least eight (8) hours off-duty before the start of their next regularly scheduled shift will,  
10 upon request, be relieved from their next regularly scheduled shift. The employee can be directed by  
11 the County, for safety reasons, to not work their next regularly scheduled shift. In either of the above  
12 instances, the employee will receive overtime pay for all such overtime hours worked but may  
13 receive no pay for the regularly scheduled shift from which the employee was relieved.

14 **6.5 Compensatory Time Off** - Compensatory time off will be by written mutual agreement  
15 between the employee and the manager/designee. The manager/designee will approve or deny such  
16 requests in writing. Employees who accrue compensatory time shall be allowed to carry up to sixty  
17 (60) hours of compensatory time at any given time. Compensatory time will accrue at the rate of one  
18 and one-half (1-1/2) hours for every overtime hour worked.

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

25 **6.5.1 Compensatory Time in Lieu of Overtime Pay** - On each May 31 and  
26 November 30, employees with accrued compensatory time will be permitted to request cash out of  
27 all, or a portion of such time, to the half hour, if they so desire. Payments will be made as soon as  
28 practicable, but no later than the second paycheck following the request. Compensatory time must be

1 used during the calendar year in which it is accrued unless this is not feasible due to work demands.  
2 The employee may then request, and the department director may approve, the carryover of a  
3 maximum of 40 hours of accrued compensatory time. Employees will be paid in the pay period that  
4 includes December 31 for all accrued compensatory time not carried over into the following year.  
5 Compensatory hours that have been carried over must be used within the first quarter of the new  
6 calendar year, or will be cashed out in the pay period that includes March 31.

7 **6.6 Call-Back and Call-Back Pay** - A “call-back” will be defined as a circumstance where  
8 an employee has left the work premises and is subsequently required to report back to work.  
9 Voluntary sign up for overtime does not constitute a call-back. A minimum of four (4) hours at the  
10 contractual overtime rate will be paid for each call-back. Where such overtime exceeds four (4)  
11 hours, the actual hours worked will be paid at the overtime rate.

12 **6.7 Travel Call-In and Travel Call-In Premium** - A “travel call-in” will be defined as a  
13 circumstance where an employee is notified of a work location change before they arrive to their  
14 primary worksite. A travel call-in premium, equivalent to one hour of the employee’s base hourly  
15 rate of pay, will be paid to compensate for the time spent while traveling in to the different work  
16 location. Where, after arriving at a primary worksite, an employee is assigned to a different work  
17 location, the employee shall be on the clock from the time they leave the primary site to travel to the  
18 newly assigned site. If they use their personal vehicle, they shall be compensated for mileage. This  
19 travel call-in premium does not apply to a schedule change under 5.3 or 5.4.

20 **6.8 Shift Extension and Shift Extension Pay** - If an employee is called in early or is held  
21 over at their primary worksite after their normal shift and the employee is paid continuously for the  
22 entire period of time worked, it shall be deemed a “shift extension” and not a call-back or a travel  
23 call-in. In the event of a shift extension, the employee will be compensated at the overtime rate for  
24 only the hours worked beyond their regular shift.

25 **6.9 Emergency Work Premium** - Emergency work other than the normal scheduled shift or  
26 special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be  
27 compensated at the contractual overtime rate. In the event this overtime work is accomplished prior  
28 to the normal working hours and the employee subsequently works their regular shift, the regular

1 shift will be compensated at the employee’s base hourly rate of pay inclusive of any applicable pay  
2 premiums in effect at the time.

3 **ARTICLE 7: HOLIDAYS**

4 **7.1 Holidays Observed** – Comprehensive leave eligible employees covered by this Labor  
5 Agreement shall be eligible for holidays with pay as provided in Article 10 of the CLA, in addition to  
6 the below provisions.

7 **7.1.1 Part-time Employees** – Comprehensive leave eligible employees who work a  
8 part-time work schedule will be granted each of the holidays identified in Article 10 of the CLA with  
9 pay prorated to reflect their normally scheduled work week.

10 **7.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time  
11 comprehensive leave eligible employee’s regularly scheduled day off, such employee either will  
12 receive compensation for the holidays identified in Article 10 of the CLA or management will  
13 designate as an alternative holiday either the regularly scheduled workday before or after the holiday.  
14 Management will establish and notify affected employees of an alternative holiday schedule no later  
15 than December 15 of the preceding year.

16 **7.3 4-10 Employees** - An employee on a 4-10 work schedule may elect to use two (2) hours  
17 of their accrued vacation leave or compensatory time applied in order to be compensated ten (10)  
18 hours for each holiday identified within Article 10 of the CLA, or may elect to take the two (2) hours  
19 as unpaid leave. As an alternative, employees working a 4-10 work schedule may have their schedule  
20 changed by the County to a 5-8 work schedule during weeks which have a holiday.

21 **7.4 Holidays Falling on a Weekend** - For those comprehensive leave eligible employees  
22 whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be  
23 observed on the preceding Friday and holidays falling on a Sunday will be observed on the following  
24 Monday. For those comprehensive leave eligible employees whose regular work schedule requires  
25 working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual  
26 date of the holiday.

27 **7.5 Holiday Observed Pay Maximum Accrual** – Comprehensive leave eligible employees  
28 will receive no more than a maximum of eight (8) hours per holiday observed.

1           **7.6 Holiday Worked Pay** - Work performed by a comprehensive leave-eligible employee on  
2 a holiday shall be paid at the contractual overtime rate, in addition to the holiday observed pay  
3 provided in Article 7.5 above.

4           **ARTICLE 8: VACATIONS**

5           **8.1 Accrual Schedule** - Employees covered by this Labor Agreement shall be eligible for  
6 vacation leave with pay as provided in Article 35 of the CLA, in addition to the below provisions.

7           **8.2 Maximum Accrual** – Employees shall use vacation leave beyond the maximum accrual  
8 amount, as provided in CLA Article 9, Vacation Leave Cap on or before the last pay period that  
9 includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual  
10 amount will result in forfeiture of the excess vacation unless the commander/designee has approved a  
11 carryover of such excess leave in accordance with CLA Article 9.2.

12           **8.3 Vacation Eligibility** - In accordance with the CLA Article 32.5, and the following.  
13 Except as provided under a VEBA agreement, a comprehensive leave eligible employee will be paid  
14 for accrued vacation leave to their date of separation up to the maximum accrual amount if the  
15 employee has successfully completed the first twelve (12) months of County service.

16           **8.4 Partial Day Increments** - Vacation leave may be approved in one-quarter (1/4) hour  
17 increments.

18           **8.5 Vacation Scheduling** – Vacation requests submitted before April 1st shall be granted  
19 based on seniority. Requests submitted after April 1st shall be granted on a first come, first served  
20 basis while maintaining the efficient functioning of the work unit.

21           **8.6 Notification While on Paid Vacation or Compensatory Time Off** - If a comprehensive  
22 leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in  
23 order to receive sick leave for that time, they must notify the manager/designee on the first day of the  
24 injury or illness, either by telephone or email, or by letter postmarked the first day of the injury or  
25 illness. However, if it is physically impossible to give the required notice on the first day, notice  
26 must be sent as soon as possible and must be accompanied by an acceptable showing of reasons for  
27 the delay. A doctor’s statement or other acceptable proof of the injury or illness, while on vacation or  
28 compensatory time off must be presented regardless of the number of days involved.

1           **8.7** If a regular or probationary (who has previously achieved career service status) employee  
2 resigns from County employment or is laid off and subsequently returns to County employment  
3 within two (2) years from such resignation or lay off, as applicable, the employee’s prior County  
4 service shall be counted in determining the vacation leave accrual rate under CLA Article 32.

5           **8.8 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
6 contiguous with their term-limited temporary employment becomes a regular employee shall have  
7 their accrued vacation leave accruals carry over with such regular appointment and the accrual rate  
8 will be determined based on their date of hire in the term-limited temporary position.

9           **ARTICLE 9: SICK LEAVE**

10           **9.1 Sick Leave** - Employees covered by this Labor Agreement shall be eligible for sick leave  
11 with pay as provided in Article 31 of the CLA, and as modified below.

12           **9.2 Partial Day Increments** - Sick leave may be approved in the same increments in which  
13 the employee is paid.

14           **9.3 Proper Administration** – The manager/designee and employee are responsible for the  
15 proper administration of the sick leave benefit.

16           **9.4 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
17 contiguous with their term-limited temporary employment becomes a regular employee shall have  
18 their accrued sick leave accruals carried over with the regular appointment.

19           **ARTICLE 10: INSURANCE COMMITTEE AND COVERAGE**

20           **10.1 Insurance Committee** - There will be a Joint Labor Management Insurance Committee  
21 comprised of representatives from the County and the Labor Union Coalition. The function of the  
22 Joint Labor Management Committee will be to review, study and make recommendations relative to  
23 existing medical, dental, vision and life insurance programs. The County and the Union will  
24 implement any changes in employee insurance benefits which result from any agreement of the Joint  
25 Labor Management Committee.

26           **10.2 Insurance Coverage While Off Work Due to On-the-Job Injury or Illness** - The  
27 County shall continue to provide medical insurance coverage at no cost for active employees and  
28 their dependents for those months they are unable to work due to an on-the-job injury or on-the-job

1 illness and are receiving no sick leave or vacation benefits. The total number of months of medical  
2 insurance coverage provided for under this Section shall not exceed twelve (12) months or the  
3 number of months for which the employee continues to receive paid sick leave and/or paid vacation  
4 leave benefits, whichever is the greater.

5 **ARTICLE 11: SENIORITY - LAYOFF AND RECALL**

6 **11.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority  
7 as hereinafter defined for the purposes specifically provided for within this Agreement.

8 **11.2 Probation** - An employee will be recognized as having attained seniority and regular  
9 employee status when such employee has completed a probation period equivalent of twelve (12)  
10 months worked in a career service position based on a full-time work schedule in a classification  
11 covered by this Agreement. Probation is also served when an employee is rehired, demoted or  
12 promoted. The probation period may be extended by mutual agreement between the County and the  
13 Union. To the extent permitted by law, the probationary period may be extended for the number of  
14 work days equal to the number of work days an employee was absent or unable to perform the  
15 essential functions of the position in excess of ten (10) scheduled work days during the probationary  
16 period. The County will notify the Union of a probation extension. Upon successful completion of  
17 the probation period, the employee will be assigned a classification seniority date which will be the  
18 date when the employee first commenced probation for that classification. An employee working  
19 less than a full-time work schedule will have their probation prorated based on the full-time work  
20 schedule for the work unit.

21 **11.2.1** An employee who is recalled from layoff within two (2) years, or is rehired  
22 within one (1) year will have their classification seniority restored upon successful completion of  
23 probation.

24 **11.2.2 Resumption of Probationary Period Upon Recall From Layoff** - In the  
25 event a regular employee is laid off during their probationary period and is subsequently recalled to  
26 their classification within ninety (90) calendar days from the date of layoff, the employee will be  
27 credited with all days previously worked for purposes of satisfying their probationary period and  
28 establishing their resultant classification seniority date.

1           **11.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will  
2 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee  
3 who is unable to work because of a non-work related injury or illness will not accumulate seniority  
4 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is  
5 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to  
6 eighteen (18) workweeks of the qualified unpaid leave period.

7           **11.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an  
8 approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority  
9 credits during such absence except as provided under Section 11.2.

10           **11.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of  
11 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit  
12 within twelve (12) months of the promotion or transfer, the employee will resume the seniority held  
13 on the date of the promotion or transfer.

14           A regular employee who is promoted to another King County position and does not complete  
15 the probationary period may elect to return to the former position within six (6) months if the former  
16 position is vacant and available. If the position is not available, and as a result the employee  
17 separates from the County service, the employee will be entitled to recall rights to the former  
18 classification in accordance with Section 11.9, as if the employee had been laid off on the date of  
19 separation subject to required background checks.

20           **11.5 Seniority will be defined as follows:**

- 21           • **“Classification Seniority”** will be defined as regular employee’s total length of  
22 service within a specific classification covered by this Agreement.
- 23           • **“Division Seniority”** will be defined as a regular employee’s total length of service  
24 within a division of a department covered by this Agreement.
- 25           • **“Departmental Seniority”** will be defined as a regular employee’s total length of  
26 service within a department.
- 27           • **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a  
28 regular employee’s total length of service within a classification(s) covered by this Agreement.

1 • “**County Seniority**” will be defined as a regular employee’s total length of service  
2 with the County in a career service position.

3 **11.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following  
4 causes:

- 5 • Discharge for just cause.
- 6 • Promotion or transfer outside of the bargaining unit for one (1) or more years,  
7 except in case of layoff in which case it is two (2) years.
- 8 • Resignation; provided, however, in the event a regular employee who has  
9 successfully completed their probationary period is rehired to a classification covered under this  
10 Agreement within twelve (12) months from the date of their termination or resignation, the employee  
11 will then be credited with all seniority credits previously existing on their last day worked.

12 **11.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
13 will lay off the regular employee in the classification affected who has the least Classification  
14 Seniority within the division. Prior to any layoff, all term-limited temporary, provisional, temporary  
15 and probationary employees in the classification within the affected division of the department will  
16 be separated first. Where two (2) or more regular employees have the same Classification Seniority,  
17 the more senior employee will be the one who has the most seniority by applying the following  
18 seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5)  
19 total number of compensated hours, 6) a random method by mutual agreement.

20 **11.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-  
21 force will be permitted to use their Classification Seniority to displace or “bump out” the least senior  
22 regular employee occupying the same classification. The employee will also be permitted to use their  
23 bargaining unit seniority to displace or “bump out” the least senior regular employee occupying a  
24 classification within which the bumping regular employee had previously attained seniority status.

25 **11.8.1 Displaced Employees** - A regular employee who becomes displaced due to  
26 another regular employee’s exercise of Section 13.8, will also be afforded the right to displace or  
27 “bump out” the least senior regular employee in their classification in a similar manner.

28 **11.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be



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

6 **ARTICLE 12: MISCELLANEOUS**

7 **12.1 Seniority Lists** - The County will transmit to the Union a current listing of all  
8 employees in Addendum A within thirty (30) days of the Union's request for such a list, not to  
9 exceed twice per calendar year. Such list will indicate the name of the employee, job classification,  
10 classification seniority date and current work location.

11 **12.2 Election to Union Office** - CLA Provisions in Article 22 regarding Union Leave shall  
12 not apply to this bargaining unit. A regular employee elected or appointed to an office in the Union,  
13 which requires all of their time will be given an unpaid leave of absence up to one (1) year without  
14 pay upon written application. This provision does not apply to appointed shop stewards in the  
15 exercise of their duties which fall under Section 12.6. The employee shall not suffer a loss of  
16 bargaining unit seniority rights and shall accumulate the same during such leave.

17 **12.3 Parking** - The County agrees to maintain the current practice of providing parking for  
18 the lead worker. Employees may request validation of a parking receipt for the downtown County  
19 garage. Such requests may be granted on a case by case basis if the Supervisor or designee  
20 determines it is in the County's interest to pay for an employee's parking.

21 **12.3.1** - For the purposes of opening the King County Court House in a timely fashion  
22 and allowing the flexibility of a screener to work for a partial day, the KCSO will validate no more  
23 than three parking passes a day. These validations will be tracked by the Sergeant or their designee.  
24 Validations made beyond the provided three parking passes shall be paid at the expense of the  
25 employee. These parking spots will not replace any other parking described in 12.3.

26 **12.4 Polygraph** - Employees under this Agreement are subject to pre-hire polygraph testing  
27 pursuant to RCW 49.44.120.

28 **12.5 King County Labor-Management Committee(s)** - The County and the Union

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

7 **12.6 Shop Stewards** - Shop stewards may conduct representational responsibilities including  
8 attending grievance, Weingarten and Loudermill meetings during their regular scheduled shift,  
9 without a loss of regular compensation, if excused from work by the employee's manager/designee.

10 **12.7 Safety** - The County, Union and employees agree to comply with all applicable safety  
11 laws and regulations. In the event an employee discovers or identifies an unsafe condition the  
12 employee will immediately notify the manager/designee. No employee will be disciplined for  
13 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an  
14 unsafe environment.

15 **12.8 Uniforms** - The County agrees to provide uniforms to employees. The Uniform includes  
16 two (2) pairs of pants, two (2) short-sleeved shirts, two (2) long-sleeved shirts, one (1) pair of boots  
17 and one (1) jacket.

18 **12.9 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to  
19 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular  
20 employees within the classification within the bargaining unit. A copy of the vacancy will be posted  
21 on the workplace bulletin board. Any regular employee in the bargaining unit holding a position  
22 within the same classification as that of the vacant position will be given the opportunity to apply for  
23 the position. The appointment will be made to the applicant who the County determines has the  
24 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the  
25 applicants are equal, the position will be awarded on the basis of classification seniority. This  
26 provision is not applicable to employees who hold a different employment status (i.e., part-time and  
27 full-time) than that of the vacant position in the classification.

28 **12.10 Use of Term-Limited Temporary Employees** - The County will notify the Union

1 when it hires a term-limited temporary employee. The notice will include the classification, division  
2 hired, basis for the hire and expected length of employment. The County will meet with the Union, if  
3 requested, within fourteen (14) days following such request.

4 **12.11 Pension Trusts** - The County agrees to re-open negotiations during the term of this  
5 Agreement upon request of the Union, solely for the purpose of negotiating procedures and policies  
6 for employees covered by this Agreement to participate in a Union Pension Trust. The parties  
7 understand and agree that the Union will conduct a membership vote to determine whether the  
8 membership will participate in a Pension Trust, and that if a majority of members represented by the  
9 Union signatory to this Agreement vote in favor of participation, all employees represented by the  
10 Union must participate. The parties further agree that participation in a Pension Trust shall not result  
11 in an increase of pay for any employees covered by this Agreement.

12 **12.12 On-Call Reopener** - At the request of the County, the parties mutually agree to re-  
13 open the agreement for the purposes of bargaining on-call security screeners.

14 **ARTICLE 13: GRIEVANCE PROCEDURE**

15 **13.1 Purpose** – Is pursuant to Article 26 and 27 of the CLA regarding Grievance Procedure  
16 and Discipline and Sunset Clause. The County and the Union recognize the importance and  
17 desirability of settling grievances promptly and fairly in the interest of continued good employee  
18 relations and morale. In furtherance of this objective, the County and the Union will extend every  
19 effort to settle grievances at the lowest possible level of supervision.

20 **13.2 No Discrimination** – Employees will be unimpeded and free from restraint,  
21 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

22 **13.3 Access to Grievance Procedure** - Employees, whether Union members or not, will  
23 have no independent unilateral privilege or right to invoke the grievance procedure; however, an  
24 employee’s complaint may be presented to their supervisor. If the issue is not resolved, it may be  
25 referred to STEP 1.

26 **13.4 Performance Improvement Plan (PIP)** – Is pursuant to Article 27 of the CLA and the  
27 following. The purpose of a PIP is to provide a structured environment to enhance communication  
28 and coaching between supervision and the employee with the goal of improved employee

1 performance. The performance or conduct that gave rise to the PIP may be the subject of review and  
2 corrective action, however, the PIP in and of itself will not be considered as a level of discipline.

3 **13.5 Resolutions are Final and Binding** - The disposition and/or settlement of any  
4 grievance or other matter in dispute as determined by and between the Union and the County will be  
5 final and binding upon all parties to the dispute.

6 **13.6 Automatic Vehicle Location System Use Policy** – The “Automatic Vehicle Location  
7 System Use Policy”, as amended, shall apply to all employees with the following modifications or  
8 additions:

9 **13.6.1.** AVL data will not constitute the sole documentation used to determine  
10 discipline imposed on an employee.

11 **13.6.2.** Any real time viewing of data is permissible only for operational reasons and  
12 will not be used for surveillance of employees, whether to monitor performance or to justify  
13 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby  
14 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific  
15 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

16 **13.6.3.** The County will not access such data for the purpose of disciplinary action  
17 unless there is a good faith reason to suspect that an employee has committed an offense that could  
18 result in discipline. The County agrees not to request or view AVL data, absent any other evidence,  
19 for the purpose of monitoring an employee who may have committed a violation of some rule or  
20 policy that could result in disciplinary action, e.g., no fishing expeditions.

21 **13.6.4.** If the County is aware of AVL data that may pertain to an investigation, the  
22 employee who is subject to the investigation and/or the Union will have the right to view the AVL  
23 data before an investigatory interview is conducted by the employee’s department/division. If the  
24 County refuses to show the employee and the Union the AVL data, upon request before conducting  
25 an investigatory interview then the AVL data shall not be used as evidence in any manner related to  
26 discipline.

27 **13.6.5.** The County agrees to comply with requests from the employee and/or the  
28 Union for access to AVL data, where discipline or the potential to issue discipline exists.

1                   **13.6.6.** All Public Disclosure Requests related to AVL data will be forwarded to  
2 public disclosure officials of the department/division responsible for the particular vehicle, or that  
3 employs the Union employee, for response pursuant to the department’s policies and procedures.

4 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**


5                   **14.1 Work Stoppages** - The County, the Council, and the Union agree that the public interest  
6 requires efficient and uninterrupted performance of all King County Sheriff’s Office services and to  
7 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.  
8 Specifically, the Unions will not cause or condone any work stoppage, including any strike,  
9 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not  
10 bona fide, or other interference with King County Sheriff’s Office functions by employees under this  
11 Agreement and should same occur, the involved Union will take appropriate steps to end such  
12 interference. Any concerted action by any employee in any bargaining unit will be deemed a work  
13 stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this  
14 Agreement. Being absent without authorized leave will be considered as an automatic resignation.  
15 Such a resignation may be rescinded by the department head if the employee presents satisfactory  
16 reasons for their absence within three (3) calendar days of the date his/her automatic resignation  
17 became effective.

18                   **14.2 Employer Protection** - Upon notification in writing by the King County Sheriff’s  
19 Office to the Union that any of its represented employees are engaged in a work stoppage, the Union  
20 will immediately, in writing, order such employees to immediately cease engaging such work  
21 stoppage and provide the King County Sheriff’s Office with a copy of such order. In addition, if  
22 requested by the King County, Sheriff’s Office a responsible official of the Union will publicly order  
23 such represented employees to cease engaging in such work stoppage.

24                   **14.3 Discipline** - Any employee participating in such work stoppage or in other ways  
25 committing an act prohibited in this Article will be subject to disciplinary action in accordance with  
26 the King County Sheriff’s Office’s work rules up to and including discharge, suspension, or other  
27 disciplinary action as may be deemed applicable to such employee.

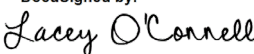
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For International Brotherhood of Teamsters Local 117:

DocuSigned by:  
  
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John Scearcy  
Secretary-Treasurer

For King County:

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Lacey O'Connell, Labor Relations Negotiator Senior  
Office of Labor Relations, Executive Office

1 **cba Code: 352****Union Code: F18**2  
3 **ADDENDUM A**4 **International Brotherhood of Teamsters Local No. 117**5 **WAGES**

6 <b>Job Class Code</b>	7 <b>PeopleSoft Job Code</b>	8 <b>Classification Title</b>	9 <b>Pay Range</b>	10 <b>Steps *</b>
5220000	522002	Security Screener	34	1-2-3-4-5
5220600	522102	Security Screener - Lead	37	1-2-3-4-5
11 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

**ADDENDUM B**

**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).



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

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

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

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

23           **Section 22.7.** OLEO will have the opportunity to make a recommendation for mediation to  
24 the Sheriff, prior to investigation. In the event KCSO, the complainant and the employee all agree to  
25 mediation, that process will be utilized rather than sending the matter on for investigation. Assuming  
26 the employee participates in good faith during the mediation process, the employee will not be  
27 subject to discipline and the complaint will be administratively dismissed. Good faith means that the  
28 employee listens and considers the issues raised by the complainant, and acts and responds

1 appropriately. Agreement with either the complainant or the mediator is not a requirement of good  
2 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to  
3 participate, the employee will be considered to have participated in good faith. Moreover, any  
4 records related to mediation (other than a mediation settlement agreement) shall not be admissible in  
5 any proceeding except to enforce this section.

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

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

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

24 **Section 22.11.** As a part of OLEO's active involvement OLEO may believe that additional  
25 investigation is needed on issues they deem material to the outcome. If there is any dispute between  
26 the assigned investigator(s) and the OLEO regarding the necessity, practicality or materiality of the  
27 requested additional investigation, the IIU Commander will determine whether additional  
28 investigation will be undertaken. If OLEO is not satisfied with the determination of the IIU

1 Commander, the matter will be submitted to the Sheriff, for a determination with OLEO providing  
2 the reason(s) for its recommended additional investigation. After completion of the additional  
3 investigation, or the conclusion that no further investigation will be undertaken, OLEO will then  
4 certify according to the standards of OLEO, whether the internal investigation was thorough and  
5 objective before KCSO concludes its findings process. This determination will be made within ten  
6 (10) business days. Once the above finding is entered in the investigation, OLEO will not be  
7 involved further in the processing of that case except as provided herein.

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

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

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

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

27 **Section 22.16.** In addition to the investigative process, OLEO will have unimpeded access to  
28 all complaint and investigative files for auditing and reporting purposes. OLEO is prohibited at all

1 times, including but not limited to, when issuing written or oral reports, from disclosing the name(s)  
2 or other identifying information of employees or other individuals involved in incidents or  
3 investigations except OLEO may use the names of any individuals who were subjects of employee-  
4 involved events if already made public by KCSO. Nothing herein shall limit OLEO from  
5 acknowledging, without analysis or opinion, that it is monitoring an investigation and information  
6 already made public by KCSO.

7           **a)** OLEO is prohibited from providing information related to pending KCSO  
8 investigations to any third parties, except the Sheriff/designee. OLEO shall immediately forward to  
9 KCSO any requests, demands or court orders for documents. KCSO’s Public Disclosure Unit will  
10 review and make determinations on any Public Disclosure requests for KCSO investigative materials.  
11 If OLEO is ordered by a court to produce information related to KCSO investigative materials, it  
12 shall produce materials as required in consultation with the King County Prosecuting Attorney’s  
13 Office.

14           **b)** OLEO may make statistical observations regarding the disciplinary results of  
15 sustained internal investigations but shall not take issue with discipline imposed by the Sheriff in  
16 specific cases.

17           **Section 22.17.** OLEO may recommend changes to rules, general orders, policies and  
18 procedures for the review and/or audit of the complaint resolution process, and review and  
19 recommend changes in KCSO policies to improve the quality of police investigations and practices in  
20 KCSO. Nothing herein shall be construed as a waiver of the Guild’s right to require the County to  
21 engage in collective bargaining as authorized by law.

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

- 25           **a)** If KCSO does not conduct an internal administrative investigation.  
26           **b)** OLEO may conduct investigations independent of KCSO IIU on complaints made  
27 against non-represented KCSO employees.  
28           **c)** OLEO shall notify KCSO at least five (5) business days before commencing an

1 investigation.

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

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

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

8           **Section 22.19.**

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

11           b) Nothing in this Article shall preclude OLEO from conducting an inquiry into a  
12 “concern” about a system, training, procedure or policy that is related to the work of OLEO and is not  
13 the subject of a “complaint” as defined in KCC 2.75.010 (C) and (D). The review of a concern shall  
14 be made for the purpose of potential recommendations to the Sheriff related to the systems, training,  
15 procedures and policies of the KCSO. Such review shall not be directly related to an allegation of  
16 potential or specific employee misconduct.

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

27           **Section 22.21.** OLEO may not issue a subpoena to an employee of KCSO, to their family  
28 members, or to seek their personal and confidential records. However, if the County Charter is

1 amended to incorporate subpoena power for OLEO, the parties will bargain over the issue as required  
2 by law.

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**Certificate Of Completion**

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Subject: Please DocuSign: CORRECTED Coalition Labor Agreement Appendix for 352 - 352CLAC0122.pdf	
Source Envelope:	
Document Pages: 29	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23


**Record Tracking**

Status: Original	Holder: Carolyn Coleman	Location: DocuSign
7/9/2022 9:16:48 AM	carolyn.coleman@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive Office-Office of Labor Relations	Location: DocuSign

**Signer Events**

John Searcy  
 docusign@teamsters117.org  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 7AD5B391B59D41E...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 70.98.106.242

**Timestamp**

Sent: 7/9/2022 9:18:16 AM  
 Resent: 7/20/2022 7:42:21 AM  
 Resent: 7/21/2022 1:10:35 PM  
 Resent: 7/25/2022 8:12:03 AM  
 Viewed: 7/25/2022 1:17:51 PM  
 Signed: 7/25/2022 1:17:57 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/25/2022 1:17:51 PM  
 ID: 1ed23aef-6501-47ac-83e5-b6d0f49b1948

Lacey O'Connell  
 loconnell@kingcounty.gov  
 Senior Labor Relations Negotiator  
 King County Executive Department-OLR  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 C94CBED6540E400...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.181.129.99

Sent: 7/25/2022 1:17:59 PM  
 Viewed: 7/25/2022 1:18:48 PM  
 Signed: 7/25/2022 1:18:56 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	7/9/2022 9:18:17 AM
Certified Delivered	Security Checked	7/25/2022 1:18:48 PM
Signing Complete	Security Checked	7/25/2022 1:18:56 PM
Completed	Security Checked	7/25/2022 1:18:56 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bmcconnaughey@kingcounty.gov](mailto:bmcconnaughey@kingcounty.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.