

**Master Labor Agreement (MLA) - Appendix 10
 Agreement Between King County
 And
 International Brotherhood of Teamsters Local 117
 Security Screeners - King County Sheriff's Office
 [352]**

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1 **AGREEMENT**

2 **by and between**

3 **KING COUNTY SHERIFF'S OFFICE**

4 **and**

5 **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117**

6 **January 1, 2018 through December 31, 2020**

7
8 This Appendix and all Addenda, along with the Master Labor Agreement (MLA), constitutes
9 the collective bargaining agreement (Agreement) between King County (the County), the King
10 County Sheriff's Office (KCSO), and Teamsters, Local 117, (Union), the terms of which have been
11 negotiated in good faith, between the County, KCSO and the Union. This agreement shall be subject
12 to approval by ordinance by the Metropolitan County Council (Council) of King County,
13 Washington.

14 **Working conditions in the MLA that KCSO and the Union agree apply to this**
15 **bargaining unit include:** Unpaid Leaves of Absence (MLA Article 3), Jury Duty (MLA Article 5),
16 Donated Leaves (MLA Article 6), Holidays, Eligibility (MLA Article 10), Professional Development
17 (MLA Article 12), Supported Employment Program (MLA Article 13), Reclassification and
18 Resulting Pay (MLA Article 14), Special Duty (MLA Article 15, except 15.3), Union Engagement
19 (MLA Article 21), Bulletin Boards and Electronic Devices (MLA Article 23), Safety Gear and
20 Equipment Allowance (MLA Article 32), Sick Leave (MLA Article 34), Vacation Leave (MLA
21 Article 35), and Training (MLA Article 36).

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

27 **ARTICLE 1: PURPOSE**

28 **1.1** The purpose of this Agreement is to promote the continued improvement of the

1 relationship between the County and its employees through their Union. The Articles of this
2 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

3 **ARTICLE 2: NON-DISCRIMINATION**

4 **2.1** The County and the Union agree that they will not unlawfully discriminate in
5 employment against any employee by reason of race, color, age, sex or gender, gender identity or
6 expression, marital status, sexual orientation, creed, religion or religious affiliation, ancestry, national
7 origin, honorably discharged veteran, military status, or disability.

8 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

9 **3.1 Recognition** - The King County Sheriff's Office recognizes the Union as the exclusive
10 bargaining representative of all regular, probationary, term-limited temporary and temporary
11 employees whose job classifications are in Addendum A.

12 **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this
13 Agreement who are members of the Union in good standing on the effective date of this Agreement
14 will remain members in good standing and those who are not members on the effective date of this
15 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and
16 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
17 law. It will also be a condition of employment that all employees covered by this Agreement and
18 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day
19 following the beginning of such employment become and remain members in good standing in the
20 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
21 contained in this Section will require employees to join the Union who can substantiate, in
22 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or
23 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to
24 regular Union dues and initiation fees to a non-religious charity or to another charitable organization
25 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union
26 each month that such payment has been made.

27 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
28 constitute cause for dismissal; provided, that the King County Sheriff's Office has no duty to act until

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

6 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
7 employee, the King County Sheriff's Office will have deducted from the pay of such employee the
8 amount of dues and initiation fees as certified by the Union and will transmit the amount to the
9 Union.

10 **3.5 Indemnification** - The Union will indemnify and hold the King County Sheriff's Office
11 harmless against any claims made and against any suit instituted against the County on account of
12 any check-off of dues and initiation fees for the Union. The Union agrees to refund to the King
13 County Sheriff's Office any amounts paid to it in error upon presentation of proper evidence thereof.

14 **3.6 Notice of Recognition** - The King County Sheriff's Office will require all new
15 employees hired, transferred, or promoted into a position included in the bargaining unit to sign a
16 form which will inform them of the Union's exclusive recognition. One (1) copy of the form will be
17 retained by King County Sheriff's Office, one (1) copy will be given to the employee and the original
18 will be sent to the Union. The King County Sheriff's Office will notify the Union when an employee
19 leaves the bargaining unit.

20 **3.7 Payroll Deduction for Political Contributions** - The King County Sheriff's Office
21 shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from
22 the pay of a bargaining unit employee the amount of contribution the employee voluntarily chooses
23 for deduction for political purposes and shall transmit the same to the Union/designee, in accordance
24 with instructions provided by the Union.

25 **3.8 New Employee Orientation and Steward Training** - Is pursuant to Article 21 of the
26 MLA.

27 **ARTICLE 4: MANAGEMENT RIGHTS**

28 **4.1 General** - The Union recognizes the prerogatives of the King County Sheriff's Office to

1 operate and manage its affairs in all respects in accordance with its responsibilities and powers of
2 authority, subject to the terms and conditions of this Agreement.

3 **4.2 Rights Enumerated** - Unless modified by this Agreement, the King County Sheriff's
4 Office shall have the right to determine staffing levels and work locations; recruit, examine, hire,
5 appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct
6 and assign the work; develop and modify classification specifications; allocate positions to those
7 classifications; allocate employees to those positions; determine work shifts and work schedules;
8 schedule and assign overtime work; establish the methods, means and processes by which work is
9 performed; establish reasonable rules; and the right to take whatever actions are necessary in
10 emergencies in order to assure the proper functioning of the work units.

11 **4.3 Early Intervention System (EIS)** - Either party may re-open bargaining within 30
12 (thirty) days of the King County Police Officers Guild reaching a Tentative agreement (TA) on their
13 next contract (or interest arbitration decision) on issues subject to bargaining related to changes in the
14 EIS system. KCSO will provide the union with notice of the TA.

15 **4.4 Civilian Review** - Either party may re-open bargaining within 30 (thirty) days of the
16 King County Police Officers Guild reaching a Tentative agreement (TA) on their next contract (or
17 interest arbitration decision) on issues subject to bargaining related to changes in civilian oversight of
18 the KCSO. KCSO will provide the union with notice of the TA.

19 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

20 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
21 corresponding rates of pay are set forth under Addendum A which is attached hereto and made a part
22 of this Agreement.

23 **5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range
24 provided under Addendum A covering the classification or above STEP 1 as provided under the
25 County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into
26 the classification, the employee will move from the initial STEP hired to the next wage STEP in the
27 wage range, if hired at Step 1. If the employee is hired above Step 1, they shall move to the next Step
28 upon completion of the probationary period. STEP increases thereafter will be annually, on the date

1 of the first Step movement after the initial hire into the classification until the top STEP is reached.
2 An employee working less than full-time will receive STEP increases prorated based on the full-time
3 work schedule of the work unit.

4 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
5 higher paying classification will be placed into the pay STEP providing no less than a four and one-
6 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the
7 higher paying classification.

8 **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
9 temporary employee may be eligible for participation in the applicable Health and Welfare Plan. The
10 temporary employee may also be eligible to receive other compensation provided under King County
11 Code, as amended, in the event the employee exceeds the calendar year working hours threshold.

12 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
13 regular positions.

14 **5.6 Wage Increase** - All wage rates in effect for the classifications listed in Addendum A will
15 receive increases in accordance with the King County and Union Coalition "2017-2018 Total
16 Compensation" Memorandum of Agreement, Document Code: 000U0516 and Article 29 of the
17 MLA.

18 **5.6.1** - The KCSO agrees to further evaluate internal comparable classification pay
19 ranges within the County relative to that of the Security Screeners. Further discussions and
20 bargaining, with respect to Security Screener pay range, will commence during the 2018 Total
21 Compensation negotiations. The KCSO agrees to apply any wage increases achieved in those 2018
22 Total Compensation negotiations retroactive to January 1, 2018.

23 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the
24 manager/designee to a higher paid classification under this Agreement when the higher-level duties
25 and responsibilities comprise the majority of the work performed. The employee will be paid at the
26 first STEP of the higher paid classification that provides an increase of five (5) percent above his/her
27 base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-
28 classification in excess of thirty (30) continuous days, all compensated hours will be in accordance

1 with Article 15 of the MLA. Such assignments will not be used to supplant positions or violate
2 Union jurisdictional rights. An employee assigned by the manager/designee to perform the duties of
3 a lower paid classification on a temporary basis will not have a reduction of wages.

4 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the
5 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)
6 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in
7 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This
8 provision will be superseded by lead level classifications in the attached Addendum A, if such
9 classifications have a higher wage rate than the employee's base hourly rate of pay. Security
10 Screeners shall be afforded the opportunity to express interest in being appointed to a vacant lead
11 position.

12 **ARTICLE 6: HOURS OF WORK**

13 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
14 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
15 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

16 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
17 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
18 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
19 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
20 a Sunday.

21 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules
22 may be established.

23 **6.1.3 Overtime** - The additional hourly compensation (shift premium) paid to
24 employees assigned to second or third shift will not be paid for overtime hours worked by employees
25 who are assigned to first shift.

26 **6.2 Bid for Primary Worksite** - Primary worksite locations will be subject to bid once per
27 year by seniority. Employees will designate a first and second choice in their bid submission. In
28 addition, employees may designate post preferences within their primary bid(s). For post

1 assignments, the County shall consider seniority, but operational reasons shall be the primary
2 consideration when making post assignments.

3 **6.2.1 Altering of Work Schedule** - No employee will have his/her work schedule
4 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
5 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day
6 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
7 working on Saturday or Sunday if either one or both of the days are part of his/her regular work
8 schedule, except as provided for under Article 7.

9 **6.3 Permanent Work Schedule and/or Location Change** - The manager/designee may
10 change an employee's work schedule and/or location, but must provide at least a fourteen (14) day
11 notice to the employee, or will otherwise incur a penalty of four (4) hours of pay on each day worked
12 for which timely notice was not given. The day after notification shall be the first day of notice.

13 **6.4 Temporary Work Schedule and/or Location Change** - At least five (5) days advance
14 notice will be given to an employee prior to temporarily changing the employee's work schedule
15 and/or location. "Temporary work schedule and/or location change" shall be defined as at least one
16 work week. A penalty of four (4) hours of pay on each day worked shall be paid for which timely
17 notice was not given. The day after notification shall be the first day of notice.

18 **6.5 Temporary Schedules** - A temporary employee will be hired at Step 3. After two
19 thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to
20 the next higher step on the pay range.

21 **6.6 Work Schedule** - Employees will be scheduled to work when needed. The establishment
22 of shifts and workweek schedules is vested solely with the County and may be changed to meet
23 operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees
24 will be given fourteen (14) days advance notice of planned shift and/or workweek schedule changes;
25 however, in those circumstances where changes are needed due to unforeseen events, employees may
26 be assigned with minimal or no notice.

27 **6.7 Re-Opener for Evening Shift** - The County agrees to notify the Union and negotiate the
28 effects if evening or night shifts are established during the term of this Agreement.

1 **ARTICLE 7: OVERTIME AND PREMIUMS**

2 **7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one
3 and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all additional hours worked in
4 excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated hours
5 per workweek, or on a holiday recognized in Article 10 of the MLA (in addition to the holiday pay).

6 **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one
7 and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all additional hours
8 worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular
9 compensated hours per workweek, or on a holiday recognized in Article 10 of the MLA (in addition
10 to the holiday pay).

11 **7.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time
12 regular, then part-time regular employees prior to all other employees except in those instances where
13 regular employees are not readily available. Readily available is defined as the employee not being
14 on a leave status and is present at work or at home when called at the time the overtime work is being
15 scheduled.

16 **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next
17 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)
18 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of
19 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the
20 King County Sheriff's Office, for safety reasons, to not work his/her next regularly scheduled shift.
21 In either of the above instances, the employee will receive overtime pay for all such overtime hours
22 worked but may receive no pay for the regularly scheduled shift from which he/she was relieved.

23 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
24 between the employee and the manager/designee. The manager/designee will approve or deny such
25 requests in writing. Employees who accrue compensatory time shall be allowed to carry up to sixty
26 (60) hours of compensatory time at any given time. Compensatory time will accrue at the rate of one
27 and one-half (1-1/2) hours for every overtime hour worked.

28 If the request for compensatory time will result in an over accrual, the overtime work will be

1 compensated with overtime pay. A denial of a request to be compensated for overtime hours worked
2 with compensatory time rather than overtime pay is within the sole discretion of management and is
3 not subject to the grievance procedure of this collective bargaining agreement, but may be discussed
4 in Labor Management Meetings.

5 **7.4.1 Compensatory Time in Lieu of Overtime Pay** - On each May 31 and
6 November 30, employees with accrued compensatory time will be permitted to request cash out of
7 all, or a portion of such time, to the half hour, if they so desire. Payments will be made as soon as
8 practicable, but no later than the second paycheck following the request.

9 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
10 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
11 considered overtime when it is a regularly scheduled workday for the employee except as provided
12 for under Article 7.

13 **7.6 Call-Back and Call-Back Pay** - A “call-back” will be defined as a circumstance where
14 an employee has left the work premises and is subsequently required to report back to work.
15 Voluntary sign up for overtime does not constitute a call-back. A minimum of four (4) hours at the
16 overtime rate will be paid for each call-back. Where such overtime exceeds four (4) hours, the actual
17 hours worked will be paid at the overtime rate.

18 **7.7 Travel Call-In and Travel Call-In Premium** - A “travel call-in” will be defined as a
19 circumstance where an employee is notified of a work location change before they arrive to their
20 primary worksite. A travel call-in premium, equivalent to one hour of the employee’s hourly rate of
21 pay, will be paid to compensate for the time spent while traveling in to the different work location.
22 Where, after arriving at a primary worksite, an employee is assigned to a different work location, the
23 employee shall be on the clock from the time they leave the primary site to travel to the newly
24 assigned site. If they use their personal vehicle, they shall be compensated for mileage. This travel
25 call-in premium does not apply to a schedule change under 6.3 or 6.4.

26 **7.8 Shift Extension and Shift Extension Pay** - If an employee is called in early or is held
27 over at their primary worksite after their normal shift and the employee is paid continuously for the
28 entire period of time worked, it shall be deemed a “shift extension” and not a call-back or a travel

1 call-in. In the event of a shift extension, the employee will be compensated at the overtime rate for
2 only the hours worked beyond his/her regular shift.

3 **7.9 Emergency Work Premium** - Emergency work other than the normal scheduled shift or
4 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be
5 compensated as overtime. In the event this overtime work is accomplished prior to the normal
6 working hours and the employee subsequently works his/her regular shift, the regular shift will be
7 compensated at the employee's regular, hourly rate of pay.

8 **ARTICLE 8: HOLIDAYS**

9 **8.1 Holidays Observed** - Employees covered by this Labor Agreement shall be eligible for
10 holidays with pay as provided in Article 10 of the MLA, except as modified below.

11 **8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work
12 schedule will be granted each of the holidays identified in Article 10 of the MLA with pay prorated to
13 reflect their normally scheduled work week.

14 **8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave
15 eligible employee's regularly scheduled day off, such employee either will receive compensation for
16 the holidays identified in Article 10 of the MLA or management will designate as an alternative
17 holiday either the regularly scheduled workday before or after the holiday. Management will
18 establish and notify affected employees of an alternative holiday schedule no later than December 15
19 of the preceding year.

20 **8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have
21 two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for
22 each holiday identified within Article 10 of the MLA. As an alternative, employees working a 4-10
23 work schedule may have their schedule changed by the County to a 5-8 work schedule during weeks
24 which have a holiday.

25 **8.4 Personal Holidays** - Are pursuant to Article 10 of the MLA, except as modified in this
26 Section 8.4. The personal holiday for part-time regular employees will be pro-rated to reflect their
27 normally scheduled work week.

28 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular

1 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
2 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
3 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a
4 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

5 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
6 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)
7 calendar year.

8 **8.7 Pay Status** - To be eligible for holiday pay, the employee must be in pay status on the
9 employee's work day before and the employee's work day after the holiday. However, an employee
10 who has successfully completed at least five (5) years of service and who retires at the end of the
11 month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if
12 the employee is in a pay status the day before the day observed as a holiday.

13 **8.8 Holiday Pay** - Work performed by a leave-eligible employee on a holiday shall be paid at
14 one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.

15 **ARTICLE 9: VACATIONS**

16 **9.1 Accrual Schedule** - Employees covered by this Labor Agreement shall be eligible for
17 vacation leave with pay as provided in Article 35 of the MLA, except as modified below.

18 **9.1.1 Part-time Employee Accrual** - Is pursuant to Article 35 of the MLA.

19 **9.2 Vacation Accrual Start Date** - Is pursuant to Article 35 of the MLA.

20 **9.3 Maximum Accrual** - Pursuant to Article 35 of the MLA, all Employees hired after
21 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours.
22 This shall not apply to any current employees including TLT's, hired on or before 12/31/17.
23 Employees eligible for vacation leave may accrue up to either 480 or 320 hours (depending on the
24 employee's hire date), prorated to reflect their normally scheduled work week. Employees shall use
25 vacation leave beyond the maximum accrual amount on or before the last pay period that includes
26 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
27 result in forfeiture of the excess vacation unless the commander/designee has approved a carryover of
28 such excess leave.

1 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation
2 leave until he/she has successfully completed the first six (6) months of King County Sheriff's Office
3 service in a leave eligible position, except pursuant to the Washington State Family Care Act, and in
4 addition the two personal holidays credited to an employee's vacation bank may be used in the first 6
5 (six) months of employment. If a leave eligible employee leaves King County Sheriff's Office
6 employment prior to successfully completing the first twelve (12) months of King County Sheriff's
7 Office service in a leave eligible position, he/she will forfeit and not be paid for accrued vacation
8 leave. Except as provided under a VEBA agreement, a leave eligible employee will be paid for
9 accrued vacation leave to his/her date of separation up to the maximum accrual amount if the
10 employee has successfully completed the first twelve (12) months of King County Sheriff's Office
11 service. Payment will be the accrued vacation leave multiplied by the employee's rate of pay in
12 effect upon the date of leaving King County Sheriff's Office employment less mandatory
13 withholdings.

14 **9.5 Vacation Use** - Is pursuant to Article 35 of the MLA.

15 **9.6 Work While on Vacation** - Is pursuant to Article 35 of the MLA.

16 **9.7 Partial Day Increments** - Vacation leave may be approved in one-quarter (1/4) hour
17 increments.

18 **9.8 Payment to Assigns and Heirs** - Is pursuant to Article 35 of the MLA.

19 **9.9 Vacation Scheduling** – Vacation requests submitted before April 1st shall be granted
20 based on seniority. Requests submitted after April 1st shall be granted on a first come, first served
21 basis while maintaining the efficient functioning of the work unit.

22 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible
23 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to
24 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury
25 or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.
26 However, if it is physically impossible to give the required notice on the first day, notice must be sent
27 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A
28 doctor's statement or other acceptable proof of the injury or illness, while on vacation or

1 compensatory time off must be presented regardless of the number of days involved.

2 **9.11** If a regular or probationary (who has previously achieved career service status)
3 employee resigns from King County Sheriff's Office employment or is laid off and subsequently
4 returns to King County Sheriff's Office employment within two (2) years from such resignation or
5 lay off, as applicable, the employee's prior King County Sheriff's Office service shall be counted in
6 determining the vacation leave accrual rate under Section 9.1.

7 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,
8 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
9 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate
10 will be determined based on his/her date of hire in the term-limited temporary position.

11 **ARTICLE 10: SICK LEAVE**

12 **10.1 Sick Leave** - Employees covered by this Labor Agreement shall be eligible for sick
13 leave with pay as provided in Article 34 of the MLA, except as modified below.

14 **10.2 Vacation as an Extension of Sick Leave** - Is pursuant to Article 34 of the MLA.

15 **10.3 Partial Day Increments** - Sick leave may be approved in one quarter (1/4) hour
16 increments.

17 **10.4 Unlimited Accrual** - Is pursuant to Article 34 of the MLA.

18 **10.5 Restoration following Separation** - Is pursuant to Article 34 of the MLA.

19 **10.6 Pay upon Separation** - Is pursuant to Article 34 of the MLA.

20 **10.7 Leave Without Pay for Health Reasons** - Is pursuant to Article 34 of the MLA.

21 **10.8 Leave Without Pay for Family Reason** - Is pursuant to Article 34 of the MLA.

22 **10.9 Use of Vacation Leave as Sick Leave** - Is pursuant to Article 34 of the MLA.

23 **10.10 Use of Sick Leave** - Is pursuant to Article 34 of the MLA.

24 **10.11 Family Medical Leave** - Is pursuant to Article 11 of the MLA.

25 **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the
26 eighteen (18) workweek family medical leave entitlement.

27 **10.11.2 Insurance Premiums** - The King County Sheriff's Office will continue its
28 contribution toward health care during family medical leave taken under Section 10.11.

1 **10.11.3 Return to Work from Family Medical Leave** - Is pursuant to Article 11 of
2 the MLA.

3 **10.11.4 Failure to Return to Work** - Is pursuant to Article 11 of the MLA.

4 **10.12 Provider Certification** – The manager/designee and employee is responsible for the
5 proper administration of the sick leave benefit. Verification from a licensed health care provider may
6 be reasonably required to substantiate the health condition of the employee or family member for
7 leave requests.

8 **10.13 Term-Limited Temporary Employees** - A term-limited temporary employee who,
9 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
10 his/her accrued sick leave accruals carried over with the regular appointment.

11 **ARTICLE 11: PAID LEAVES**

12 **11.1 Donation of Vacation and Sick Leave Hours** - Are pursuant to Article 6 of the MLA.

13 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for
14 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,
15 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)
16 days paid leave provided;

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

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

25 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out
26 above in excess of five (5) working days will be subject to the terms of this Agreement.

27 **11.3 Bereavement Leave** - Is pursuant to Article 8 of the MLA.

28 **11.4 Volunteer Time** - Is pursuant to Article 4 of the MLA.

1 **11.5 Jury Duty** - Is pursuant to Article 5 of the MLA.

2 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
3 time off with pay for the purpose of participating in King County Sheriff's Office qualifying or
4 promotional examinations. This will include time required to complete any required interviews.

5 **11.7 Military Leave** - Is pursuant to Article 2 of the MLA.

6 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

7 **12.1 Maintenance of Benefits** – Group medical, dental and life insurance programs will be
8 maintained in accordance with Article 25 of the MLA.

9 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
10 comprised of representatives from the County and the Labor Union Coalition. The function of the
11 Joint Labor Management Committee will be to review, study and make recommendations relative to
12 existing medical, dental, vision and life insurance programs. The County and the Union will
13 implement any changes in employee insurance benefits which result from any agreement of the Joint
14 Labor Management Committee.

15 **12.3 Insurance Coverage While Off Work Due to On-the-Job Injury or Illness** - The
16 King County Sheriff's Office shall continue to provide medical insurance coverage at no cost for
17 active employees and their dependents for those months they are unable to work due to an on-the-job
18 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
19 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)
20 months or the number of months for which the employee continues to receive paid sick leave and/or
21 paid vacation leave benefits, whichever is the greater.

22 **ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

23 **13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority
24 as hereinafter defined for the purposes specifically provided for within this Agreement.

25 **13.2 Probation** - An employee will be recognized as having attained seniority and regular
26 employee status when such employee has completed a probation period equivalent of twelve (12)
27 months worked in a career service position based on a full-time work schedule in a classification
28 covered by this Agreement. Probation is also served when an employee is rehired, demoted or

1 promoted. The probation period may be extended by mutual agreement. To the extent permitted by
2 law, the probationary period may be extended for the number of work days equal to the number of
3 work days an employee was absent or unable to perform the essential functions of the position in
4 excess of ten (10) scheduled work days during the probationary period. The King County Sheriff's
5 Office will notify the Union of a probation extension. Upon completion of the probation period, the
6 employee will be assigned a classification seniority date which will be the date when he/she first
7 commenced his/her probation for that classification. An employee working less than a full-time work
8 schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

9 **13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
10 within one (1) year will have his/her classification seniority restored upon successful completion of
11 probation.

12 **13.2.2 Resumption of Probationary Period Upon Recall From Layoff** - In the
13 event a regular employee is laid off during his/her probation period and is subsequently recalled to
14 his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited
15 with all days previously worked for purposes of satisfying his/her probation period and establishing
16 his/her resultant classification seniority date.

17 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
18 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
19 who is unable to work because of a non-work related injury or illness will not accumulate seniority
20 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
21 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to
22 eighteen (18) workweeks of the qualified unpaid leave period.

23 **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an
24 approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority
25 credits during such absence except as provided under Section 13.3.

26 **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of
27 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
28 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority

1 which he/she had on the date of the promotion or transfer.

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

8 **13.5 Seniority will be defined as follows:**

9 • "Classification Seniority" will be defined as regular employee's total length of
10 service within a specific classification covered by this Agreement.

11 • "Division Seniority" will be defined as a regular employee's total length of service
12 within a division of a department covered by this Agreement.

13 • "Departmental Seniority" will be defined as a regular employee's total length of
14 service within a department.

15 • "Bargaining Unit Seniority" for purposes of this Agreement, will be defined as a
16 regular employee's total length of service within a classification(s) covered by this Agreement.

17 • "County Seniority" will be defined as a regular employee's total length of service
18 with the County in a career service position.

19 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following
20 causes:

- 21 • Discharge for just cause.
- 22 • Promotion or transfer outside of the bargaining unit for one (1) or more years,
23 except in case of layoff in which case it is two (2) years.
- 24 • Resignation; provided, however, in the event a regular employee who has completed
25 his/her probation period is rehired to a classification covered under this Agreement within twelve
26 (12) months from the date of his/her termination or resignation, the employee will then be credited
27 with all his/her seniority credits previously existing on his/her last day worked.

28 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the King

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

8 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
9 force will be permitted to use his/her Classification Seniority to displace or "bump out" the least
10 senior regular employee occupying the same classification. The employee will also be permitted to
11 use his/her bargaining unit seniority to displace or "bump out" the least senior regular employee
12 occupying a classification within which the bumping regular employee had previously attained
13 seniority status.

14 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to
15 another regular employee's exercise of Section 13.8, will also be afforded the right to displace or
16 "bump out" the least senior regular employee in his/her classification in a similar manner.

17 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
18 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
19 work of the position for which he/she is recalled. A regular employee will be removed from the
20 recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails
21 to accept or report to work after being recalled, or the employee requests to be removed from the
22 recall list.

23 **ARTICLE 14: MISCELLANEOUS**

24 **14.1 Seniority Lists** - The King County Sheriff's Office will transmit to the Union a current
25 listing of all employees in Addendum A in February and August of each year. Such list will indicate
26 the name of the employee, job classification, classification seniority date and current work location.

27 **14.2 Contracting of Work** - The King County Sheriff's Office will not contract out work
28 which the members of the Union have historically performed unless it is required by law or is a

1 business necessity due to an emergency situation or to augment the workforce on a short-term,
2 temporary basis. Except for emergency situations, the King County Sheriff's Office will provide
3 notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects
4 of that decision. Except as provided herein, under no circumstance will the King County Sheriff's
5 Office agree to any contracting out of bargaining unit work.

6 **14.3 Election to Union Office** - MLA Provisions in Article 22 regarding Union Leave shall
7 not apply to this bargaining unit. A regular employee elected or appointed to an office in the Union,
8 which requires all of his/her time will be given an unpaid leave of absence up to one (1) year without
9 pay upon written application. This provision does not apply to appointed shop stewards in the
10 exercise of their duties which fall under Section 14.10.

11 **14.4 Mileage Reimbursement** - Is pursuant to Article 24 of the MLA.

12 **14.5 Parking** - The County agrees to maintain the current practice of providing parking for
13 the lead worker. Employees may request validation of a parking receipt for the downtown County
14 garage. Such requests may be granted on a case by case basis if the Supervisor or designee
15 determines it is in the County's interest to pay for an employee's parking.

16 **14.5.1** - For the purposes of opening the King County Court House in a timely fashion
17 and allowing the flexibility of a screener to work for a partial day, the KCSO will validate no more
18 than three parking passes a day. These validations will be tracked by the Sergeant or their designee.
19 Validations made beyond the provided three parking passes shall be paid at the expense of the
20 employee. These parking spots will not replace any other parking described in 14.5.

21 **14.6 Polygraph** - Employees under this Agreement are subject to pre-hire polygraph testing
22 pursuant to RCW 49.44.120.

23 **14.7 King County Labor-Management Committee(s)** - The King County Sheriff's Office
24 and the Union recognizes the importance of a collective bargaining and employee relations climate in
25 the King County Sheriff's Office that encourages cooperative efforts and joint problem-solving
26 amongst all involved parties to better serve the public, increase productivity, reduce waste, improve
27 safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting
28 these challenges, the King County Sheriff's Office and the Union agrees to establish labor-

1 management committee(s) where mutually agreed.

2 **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly
3 payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll
4 system, including but not limited to a biweekly payroll system, is vested exclusively in King
5 County. Implementation of such system may include a conversion of wages and leave benefits into
6 hourly amounts and the parties recognize King County's exclusive right to make the changes
7 necessary to implement such payroll system.

8 **14.9 Bulletin Boards** - Are pursuant to Article 23 of the MLA.

9 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities
10 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled
11 shift, without a loss of regular compensation, if excused from work by the employee's
12 manager/designee.

13 **14.11 Safety** - The King County Sheriff's Office, Union and employees agree to comply with
14 all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe
15 condition he/she will immediately notify the manager/designee. No employee will be disciplined for
16 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
17 unsafe environment.

18 **14.12 Bus Pass** - Is pursuant to Article 38 of the MLA.

19 **14.13 Uniforms** - The County agrees to provide uniforms to employees as agreed to during
20 the 2011-2012 negotiations.

21 **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
22 fill a vacant bargaining unit position, the King County Sheriff's Office will provide notice of the
23 vacancy to all regular employees within the classification within the bargaining unit. A copy of the
24 vacancy will be posted on the workplace bulletin board. Any regular member of the bargaining unit
25 holding a position within the same classification as that of the vacant position will be given the
26 opportunity to apply for the position. The appointment will be made to the applicant who the King
27 County Sheriff's Office determines has the knowledge, skills and ability to fill the position. Where
28 the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis

1 of classification seniority. This provision is not applicable to employees who hold a different
2 employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

3 **14.15 Use of Term-Limited Temporary Employees** - The King County Sheriff's Office
4 will notify the Union when it hires a term-limited temporary employee. The notice will include the
5 classification, division hired, basis for the hire and expected length of employment. The King
6 County Sheriff's Office will meet with the Union, if requested, within fourteen (14) days following
7 such request.

8 **14.16 Pension Trusts** - The King County Sheriff's Office agrees to re-open negotiations
9 during the term of this Agreement upon request of the Union, solely for the purpose of negotiating
10 procedures and policies for employees covered by this Agreement to participate in a Union Pension
11 Trust. The parties understand and agree that the Union will conduct a membership vote to determine
12 whether the membership will participate in a Pension Trust, and that if a majority of members
13 represented by the Union signatory to this Agreement vote in favor of participation, all members
14 must participate. The parties further agree that participation in a Pension Trust shall not result in an
15 increase of pay for any employees covered by this Agreement.

16 **14.17 Certification and Training** - Is pursuant to Article 36 of the MLA.

17 **14.18 On-Call Reopener** - At the request of the KCSO, the parties mutually agree to re-open
18 the agreement for the purposes of bargaining on-call security screeners.

19 **ARTICLE 15: GRIEVANCE PROCEDURE**

20 **15.1 Purpose** – MLA Provisions in Article 26 regarding Grievance Procedure and Discipline
21 and Sunset Clause shall not apply to this bargaining unit. The King County Sheriff's Office and the
22 Union recognize the importance and desirability of settling grievances promptly and fairly in the
23 interest of continued good employee relations and morale. In furtherance of this objective, the King
24 County Sheriff's Office and the Union will extend every effort to settle grievances at the lowest
25 possible level of supervision.

26 **15.2 No Discrimination** - Employees will be unimpeded and free from restraint,
27 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

28 **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the

1 interpretation and application of rights, benefits, or conditions of employment as contained in this
2 Agreement.

3 **15.4 Exclusive Representative** - The Union will not be required to press employee
4 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition
5 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union
6 will be the exclusive representative of the employee.

7 **15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will
8 have no independent unilateral privilege or right to invoke the grievance procedure; however, an
9 employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be
10 referred to STEP 1.

11 **15.6**

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

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

28 **C. STEP 3 - Division Chief** - The grievance will be presented in writing to the

1 Division Chief who will confer with the Office of Labor Relations to determine whether the
2 grievance is a matter related to working conditions or wages and benefits, and the appropriate office
3 will process Step 3. The appropriate office will schedule a meeting for the purpose of resolving the
4 grievance within thirty (30) calendar days after receiving the written grievance.

5 **15.7 Arbitration** - Should the parties be unable to resolve the grievance at Step 3, either
6 party may make a written request of the other party for arbitration within thirty (30) calendar days
7 following the Step 3 written decision. The written request for arbitration must specify the exact
8 question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

9 **15.7.1 Selection Process** - The representatives for the parties will select a third
10 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a
11 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7)
12 names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be
13 selected from the list by both the King County Sheriff's Office representative and the Union
14 representative each alternately striking a name from the list until only one name remains. The
15 remaining name will serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of
16 the (FMCS), will be asked to render a decision promptly and the decision of the arbitrator will be
17 final and binding upon all parties to the dispute.

18 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,
19 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new
20 agreements, but will have the power only to apply and interpret the provisions of this Agreement in
21 reaching a decision.

22 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally
23 by the King County Sheriff's Office and the Union. The court reporter's fee and expenses, if
24 mutually agreed upon in advance, will be paid equally by the King County Sheriff's Office and the
25 Union. Each party will pay the full costs and fees of its representatives including attorney's fees and
26 the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the
27 arbitration.

28 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the

1 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the
2 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

3 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If
4 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used
5 to mediate the grievance. In the event that the grievance is not resolved in mediation, either party
6 may proceed to arbitration.

7 **15.10 Disciplinary Action** - No regular employee shall be disciplined except for just cause.
8 The County will employ the concept of progressive discipline in appropriate cases. The County's
9 policy is that discipline is corrective rather than punitive in nature. It is understood that there may be
10 egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that
11 do not require prior warnings. The provisions of this Article will not apply to probationary,
12 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

13 **15.10.1 Performance Improvement Plan (PIP)** - The purpose of a PIP is to provide
14 a structured environment to enhance communication and coaching between supervision and the
15 employee with the goal of improved employee performance. The performance or conduct that gave
16 rise to the PIP may be the subject of review and corrective action, however, the PIP in and of itself
17 will not be considered as a level of discipline.

18 **15.10.2** Written reprimands, suspensions, demotions or discharges must be given by
19 registered, certified mail or personally with a written acknowledgment of receipt.

20 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any
21 grievance or other matter in dispute as determined by and between the Union and the King County
22 Sheriff's Office will be final and binding upon all parties to the dispute.

23 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

24 **16.1 Work Stoppages** - The King County Sheriff's Office, the Council, and the Union agree
25 that the public interest requires efficient and uninterrupted performance of all King County Sheriff's
26 Office services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to
27 this objective. Specifically, the Unions will not cause or condone any work stoppage, including any
28 strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is

1 not bona fide, or other interference with King County Sheriff's Office functions by employees under
2 this Agreement and should same occur, the involved Union will take appropriate steps to end such
3 interference. Any concerted action by any employee in any bargaining unit will be deemed a work
4 stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this
5 Agreement. Being absent without authorized leave will be considered as an automatic resignation.
6 Such a resignation may be rescinded by the department head if the employee presents satisfactory
7 reasons for their absence within three (3) calendar days of the date his/her automatic resignation
8 became effective.

9 **16.2 Employer Protection** - Upon notification in writing by the King County Sheriff's
10 Office to the Union that any of its members are engaged in a work stoppage, the Union will
11 immediately, in writing, order such members to immediately cease engaging such work stoppage and
12 provide the King County Sheriff's Office with a copy of such order. In addition, if requested by the
13 King County, Sheriff's Office a responsible official of the Union will publicly order such Union
14 members to cease engaging in such work stoppage.

15 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
16 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
17 the King County Sheriff's Office's work rules up to and including discharge, suspension, or other
18 disciplinary action as may be deemed applicable to such employee.

19 **ARTICLE 17: WAIVER CLAUSE**

20 **17.1** The parties acknowledge that each has had the unlimited right within the law and the
21 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
22 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
23 Agreement. Therefore, the King County Sheriff's Office and the Union for the duration of this
24 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
25 subject or matter not specifically referred to or covered in this Agreement.

26 **ARTICLE 18: SAVINGS CLAUSE**

27 **18.1** Should any part hereof or any provisions herein contained be rendered or declared
28 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of

1 competent jurisdiction, such invalidation of such part or portions of this Agreement will not
2 invalidate the remaining portions hereof; provided however, upon such invalidation the parties will
3 meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain
4 in full force and effect.

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1 **ARTICLE 19: DURATION**

2 Is pursuant to Article 31 of the MLA.

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4 APPROVED this 14 day of MARCH, 2018.

5
6
7 By: Dow Constable

8 King County Executive

9
10 King County Sheriff's Office:

11
12 Mitzi Johanknecht

13 Mitzi Johanknecht
14 Sheriff
15 King County Sheriff's Office

16
17 For International Brotherhood of Teamsters Local 117:

18 John Searcy

19 John Searcy
20 Secretary-Treasurer

for the

2
3 **ADDENDUM A**

4 **International Brotherhood of Teamsters Local No. 117**

5 **WAGES**

6

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps *
5220000	522002	Security Screener	31	1-2-3-4-5
5220600	522102	Security Screener - Lead	34	1-2-3-4-5

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10 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule

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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.