

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

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

ARTICLE 1: PURPOSE

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

1.2 APPLICATION OF COALITION LABOR AGREEMENT

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

1.2.1 The Preamble in its entirety.

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

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

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

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

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

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

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

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

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

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

2.2 Recognition - The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, and term-limited temporary employees whose job classifications are listed in Addendum A.. The County will notify the Union when an employee leaves the bargaining unit.

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

3.4 Office of Law Enforcement Oversight - The parties agree that the County has the right

to create, develop, implement, or modify policies and procedures for the Office of Law Enforcement Oversight (OLEO) consistent with County Ordinance 18500 and King County Code 2.75. The Union agrees to adopt the OLEO language that is adopted by ordinance or determined by an arbitrator pursuant to RCW 41.56.450 for the King County Police Officers Guild Collective Bargaining Agreement.

ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY

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

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

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

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

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

4.6 Wage Increase - All wage rates in effect for the classifications listed in Addendum A will receive increases in accordance with the 2026-2028 Coalition Labor Agreement.

4.7 Lead Assignment - An employee may be temporarily assigned in writing by the manager/designee to perform lead duties. The employee will be 7.5% above their base hourly rate of pay. In the event that the employee works as a lead in excess of 30 continuous days, all compensated hours will be at the higher rate of pay. This provision will be superseded by lead level classifications in the attached Addendum A, if such classifications have a higher wage rate than the employee's base hourly rate of pay. Security Screeners shall be afforded the opportunity to express interest in being appointed to a vacant lead position.

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

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

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

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

ARTICLE 5: HOURS OF WORK

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

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

5.1.2 Additional Work Schedules - By mutual agreement, additional work schedules

may be established.

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

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

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

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

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

5.5 Temporary Schedules - A temporary employee will be hired at Step 3. After 2,080

hours of work as a Security Screener, temporary employees will advance to the next higher step on the pay range.

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

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

ARTICLE 6: OVERTIME AND PREMIUMS

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

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

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

6.2 Scheduled overtime work - Scheduled overtime work will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where

regular employees are not readily available. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled.

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

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

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

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

6.5.1 Compensatory Time in Lieu of Overtime Pay - On each May 31 and November 30, employees with accrued compensatory time will be permitted to request cash out of all, or a portion of such time, to the half hour, if they so desire. Payments will be made as soon as

practicable, but no later than the second paycheck following the request. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

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

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

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

6.9 Emergency Work Premium - Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be compensated at the contractual overtime rate. In the event this overtime work is accomplished prior

to the normal working hours and the employee subsequently works their regular shift, the regular shift will be compensated at the employee's base hourly rate of pay inclusive of any applicable pay premiums in effect at the time.

ARTICLE 7: HOLIDAYS

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

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

7.3 4-10 Employees – Pay for an observed holiday shall be pursuant to CLA Article 10.3, 10.4, and 10.5.

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

7.5 Holiday Worked Pay - Work performed by a comprehensive leave-eligible employee on a holiday shall be paid at the contractual overtime rate, in addition to the holiday observed pay provided in Article 10 of the CLA.

ARTICLE 8: VACATIONS

8.1 Accrual Schedule - Employees covered by this Labor Agreement shall be eligible for vacation leave with pay as provided in Article 32 of the CLA, in addition to the below provisions.

8.2 Maximum Accrual – Employees shall use vacation leave beyond the maximum accrual

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

8.3 Vacation Eligibility - In accordance with the CLA Article 32.2, and the following. Except as provided under a VEBA agreement, a comprehensive leave eligible employee will be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if the employee has successfully completed the first 12 months of County service.

8.4 Partial Day Increments - Vacation leave may be approved in 1/4 hour increments.

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

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

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

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

ARTICLE 9: SICK LEAVE

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

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

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

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

ARTICLE 10: INSURANCE COMMITTEE AND COVERAGE

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

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

ARTICLE 11: SENIORITY - LAYOFF AND RECALL

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

11.2 Probation - An employee will be recognized as having attained seniority and regular

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

11.2.1 An employee who is recalled from layoff within 2 years, or is rehired within 1 year will have their classification seniority restored upon successful completion of probation.

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

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

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

11.4 Promotion and Transfer - When a regular employee is promoted or transferred out of

the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within 12 months of the promotion or transfer, the employee will resume the seniority held on the date of the promotion or transfer.

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

11.5 Seniority will be defined as follows:

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

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

- Discharge for just cause.
- Promotion or transfer outside of the bargaining unit for 1 or more years, except in case of layoff in which case it is 2 years.
- Resignation; provided, however, in the event a regular employee who has successfully completed their probationary period is rehired to a classification covered under this Agreement within 12 months from the date of their termination or resignation, the employee will then

be credited with all seniority credits previously existing on their last day worked.

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

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

11.8.1 Displaced Employees - A regular employee who becomes displaced due to another regular employee’s exercise of Section 11.8, will also be afforded the right to displace or “bump out” the least senior regular employee in their classification in a similar manner.

11.9 Recall from Layoff - A regular employee displaced due to a reduction-in-force will be recalled to their classification in the inverse order of layoff subject to their ability to perform the work of the position for which the employee is recalled and their ability to pass required background checks. A regular employee will be removed from the recall list after 2 years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

ARTICLE 12: MISCELLANEOUS

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

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

7 **12.3 Parking** - The County agrees to maintain the current practice of providing parking for
 8 the lead worker. Employees may request validation of a parking receipt for the downtown County
 9 garage. Such requests may be granted on a case-by-case basis if the Supervisor or designee
 10 determines it is in the County's interest to pay for an employee's parking. One parking space per day
 11 at ITA will be provided.

12 **12.3.1** - For the purposes of opening the King County Court House in a timely fashion
 13 and allowing the flexibility of a screener to work for a partial day, the KCSO will validate no more
 14 than three parking passes a day. These validations will be tracked by the Sergeant or their designee.
 15 Validations made beyond the provided three parking passes shall be paid at the expense of the
 16 employee. These parking spots will not replace any other parking described in 12.3.

17 **12.4 Polygraph** - Employees under this Agreement are subject to pre-hire polygraph testing
 18 pursuant to RCW 49.44.120.

19 **12.5 King County Labor-Management Committee(s)** - The County and the Union
 20 recognize the importance of a collective bargaining and employee relations climate in the King
 21 County Sheriff's Office that encourages cooperative efforts and joint problem-solving amongst all
 22 involved parties to better serve the public, increase productivity, reduce waste, improve safety,
 23 improve morale, and recruit, train and retain quality employees. In the interest of meeting these
 24 challenges, the County and the Union agrees to establish labor-management committee(s) where
 25 mutually agreed.

26 **12.6 Shop Stewards** - Shop stewards may conduct representational responsibilities including
 27 attending grievance, Weingarten and Loudermill meetings during their regular scheduled shift,
 28 without a loss of regular compensation, if excused from work by the employee's manager/designee.

1 **12.7 Safety** - The County, Union and employees agree to comply with all applicable safety
2 laws and regulations. In the event an employee discovers or identifies an unsafe condition the
3 employee will immediately notify the manager/designee. No employee will be disciplined for
4 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
5 unsafe environment.

6 **12.8 Uniforms** - The County agrees to provide uniforms to employees. The Uniform includes
7 2 pairs of pants, 2 short-sleeved shirts, 2 long-sleeved shirts, 1 pair of boots and 1 jacket.

8 **12.9 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
9 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular
10 employees within the classification within the bargaining unit. A copy of the vacancy will be posted
11 on the workplace bulletin board. Any regular employee in the bargaining unit holding a position
12 within the same classification as that of the vacant position will be given the opportunity to apply for
13 the position. The appointment will be made to the applicant who the County determines has the
14 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the
15 applicants are equal, the position will be awarded on the basis of classification seniority. This
16 provision is not applicable to employees who hold a different employment status (i.e. part-time and
17 full-time) than that of the vacant position in the classification.

18 **12.10 Use of Term-Limited Temporary Employees** - The County will notify the Union
19 when it hires a term-limited temporary employee. The notice will include the classification, division
20 hired, basis for the hire and expected length of employment. The County will meet with the Union, if
21 requested, within 14 days following such request.

22 **12.11 Pension Trusts** - The County agrees to re-open negotiations during the term of this
23 Agreement upon request of the Union, solely for the purpose of negotiating procedures and policies
24 for employees covered by this Agreement to participate in a Union Pension Trust. The parties
25 understand and agree that the Union will conduct a membership vote to determine whether the
26 membership will participate in a Pension Trust, and that if a majority of members represented by the
27 Union signatory to this Agreement vote in favor of participation, all employees represented by the
28 Union must participate. The parties further agree that participation in a Pension Trust shall not result

in an increase of pay for any employees covered by this Agreement.

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

ARTICLE 13: GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

1 **13.6.2.** Any real time viewing of data is permissible only for operational reasons and
2 will not be used for surveillance of employees, whether to monitor performance or to justify
3 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
4 AVL data is utilized beyond the scope of traditional operational monitoring, i.e. to track a specific
5 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

6 **13.6.3.** The County will not access such data for the purpose of disciplinary action
7 unless there is a good faith reason to suspect that an employee has committed an offense that could
8 result in discipline. The County agrees not to request or view AVL data, absent any other evidence,
9 for the purpose of monitoring an employee who may have committed a violation of some rule or
10 policy that could result in disciplinary action, e.g., no fishing expeditions.

11 **13.6.4.** If the County is aware of AVL data that may pertain to an investigation, the
12 employee who is subject to the investigation and/or the Union will have the right to view the AVL
13 data before an investigatory interview is conducted by the employee's department/division. If the
14 County refuses to show the employee and the Union the AVL data, upon request before conducting
15 an investigatory interview then the AVL data shall not be used as evidence in any manner related to
16 discipline.

17 **13.6.5.** The County agrees to comply with requests from the employee and/or the
18 Union for access to AVL data, where discipline or the potential to issue discipline exists.

19 **13.6.6.** All Public Disclosure Requests related to AVL data will be forwarded to
20 public disclosure officials of the department/division responsible for the particular vehicle, or that
21 employs the Union employee, for response pursuant to the department's policies and procedures.

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

23 **14.1 Work Stoppages** - The County, the Council, and the Union agree that the public interest
24 requires efficient and uninterrupted performance of all King County Sheriff's Office services and to
25 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.
26 Specifically, the Unions will not cause or condone any work stoppage, including any strike,
27 slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not
28 bona fide, or other interference with King County Sheriff's Office functions by employees under this

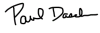
1 Agreement and should same occur, the involved Union will take appropriate steps to end such
2 interference. Any concerted action by any employee in any bargaining unit will be deemed a work
3 stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this
4 Agreement. Being absent without authorized leave will be considered as an automatic resignation.
5 Such a resignation may be rescinded by the department head if the employee presents satisfactory
6 reasons for their absence within 3 calendar days of the date his/her automatic resignation became
7 effective.

8 **14.2 Employer Protection** - Upon notification in writing by the King County Sheriff's
9 Office to the Union that any of its represented employees are engaged in a work stoppage, the Union
10 will immediately, in writing, order such employees to immediately cease engaging such work
11 stoppage and provide the King County Sheriff's Office with a copy of such order. In addition, if
12 requested by the King County, Sheriff's Office a responsible official of the Union will publicly order
13 such represented employees to cease engaging in such work stoppage.

14 **14.3 Discipline** - Any employee participating in such work stoppage or in other ways
15 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
16 the King County Sheriff's Office's work rules up to and including discharge, suspension, or other
17 disciplinary action as may be deemed applicable to such employee.

For International Brotherhood of Teamsters Local 117:

Signed by:



Paul Dascher

Secretary-Treasurer

For King County:

DocuSigned by:



Josh Marburger, Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 352**Union Code: F18****ADDENDUM A****International Brotherhood of Teamsters Local No. 117****WAGES**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps *
5220000	522002	Security Screener	37	1-2-3-4-5
5220600	522102	Security Screener - Lead	40	1-2-3-4-5
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				