AGREEMENT

by and between

KING COUNTY SHERIFF'S OFFICE

and

TEAMSTERS LOCAL UNION NO. 117

February 1, 2010 through December 31, 2014

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AGREEMENT

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KING COUNTY SHERIFF'S OFFICE

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TEAMSTERS LOCAL UNION NO. 117

February 1, 2010 through December 31, 2014

These articles constitute an agreement, the terms of which have been negotiated in good faith between the King County Sheriff's Office and Teamsters Local Union No. 117 (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.

ARTICLE 2: NON-DISCRIMINATION

2.1 The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, or physical, mental or sensory disability.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

3.2 **Dues and Fees** - It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. It will also be a condition of employment that all employees covered by this Agreement and

hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing contained in this Section will require employees to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union each month that such payment has been made.

3.3 Separation - Failure by an employee to satisfy the requirements of Section 3.2 will constitute cause for dismissal; provided, that the King County Sheriff's Office has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and the notification that the non-payment after a period of no less than seven (7) days will result in discharge by the King County Sheriff's Office. A copy of each written notification will be mailed to the King County Sheriff's Office concurrent with its mailing to the employee.

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

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

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

to the Union. The King County Sheriff's Office will notify the Union when an employee leaves the bargaining unit.

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

3.8 New Employee Orientation - The Union will be allowed thirty (30) minutes of presentation time to speak to new employees on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The thirty (30) minute presentation will be scheduled as soon as practicable following notification to the Union. The designated Business Representative will be notified of all new employees. The notice will be provided no later than fourteen (14) calendar days after the new employee's first day of work. Following such notice, the designated Business Representative will notify the Sheriff's Office of the need for the presentation. A Business Representative and/or local Shop Steward will be responsible for the presentation. When a Shop Steward makes the presentation the Shop Steward will experience no loss of salary nor will off-shift presentation time be considered as "time worked" for purposes of computing call back or overtime.

ARTICLE 4: MANAGEMENT RIGHTS

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

4.2 Rights Enumerated - Unless modified by this Agreement, the King County Sheriff's Office shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct and assign the work; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is

performed; establish reasonable rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

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

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

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

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

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

5.6 COLA - Effective January 1, the rates of pay set forth under Addendum A of each year of this Agreement will be increased as provided for under the cost-of-living Memorandum of Agreement attached to this Agreement.

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

5.8 Lead Assignment - An employee may be temporarily assigned in writing by the manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2) percent above his/her base hourly rate of pay. In the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision will be superseded by lead level classifications in the attached Addendum A, if such classifications have a higher wage rate than the employee's base hourly rate of pay.

ARTICLE 6: HOURS OF WORK

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

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

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

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

who are assigned to first shift.

6.2 **Bid Postings** - All newly established on-going work schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards. Employees within the specific classification in the affected work unit will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the King County Sheriff's Office may assign employees within the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to work schedules or shifts will normally require a fourteen (14) day notice to affected employees. Work units are defined in Addendum A.

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

6.3 **Planned Work Schedule and/or Shift Change** - The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects. Such change will normally require at least a fourteen (14) day notice to the employee.

6.4 **Unanticipated/Work Schedule and/or Shift Change** - At least eight (8) hours of advance notice will be given to an employee prior to temporarily changing the employee's work schedule and/or shift to perform unanticipated projects and/or operations.

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

6.6 Work Schedule - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given fourteen (14) days advance notice of planned shift and/or workweek schedule changes;

however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice.

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

ARTICLE 7: OVERTIME AND PREMIUMS

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

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

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

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

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

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

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

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

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

7.6 Callout Premium - A minimum of four (4) hours at the overtime rate will be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.

7.6.1 Callout - A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her next normally scheduled shift. An employee who is called out before the commencement of his/her next regular shift will be compensated in accordance with the provisions of Section 7.6; provided, however, in the event the employee is called back to work within four (4) hours of his/her next regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her next regular shift.

7.7 Emergency Work Premium - Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be

compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift will be compensated at the employee's regular, hourly rate of pay.

ARTICLE 8: HOLIDAYS

8.1 Holidays Observed - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") who work a full-time work schedule will be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25th

and any day designated by public proclamation of the President or Governor as a legal holiday and as approved by the Council.

8.1.1 Part-time Employees - Leave eligible employees who work a part-time work schedule will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect their normally scheduled work week.

8.2 Holidays on Scheduled Day Off - Whenever a holiday occurs during a full-time leave eligible employee's regularly scheduled day off, such employee either will receive compensation for the holidays identified in Section 8.1 or management will designate as an alternative holiday either the regularly scheduled workday before or after the holiday. Management will establish and notify

affected employees of an alternative holiday schedule no later than December 15 of the preceding year.

8.3 4-10 Employees - A full-time leave eligible employee on a 4-10 work schedule may have two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which have a holiday.

8.4 Personal Holidays - Leave eligible employees will receive two (2) additional personal holidays (maximum of 8 hours for each day) to be administered through the vacation plan. The personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled work week. These two (2) holidays will be added to accrued vacation on the first of October and the first of November of each year. These days will be used in the same manner as any vacation day earned.

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

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

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

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

ARTICLE 9: VACATIONS

9.1 Accrual Schedule - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") will accrue vacation leave benefits as described in and further qualified by this Article.

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		
Full Years of Service (Beginning)	**Working Days Per Year**	**Hours based on 40-hr workweek**
0-5	12	96
6	15	120
9	16	128
11	20	160
17	21	168
18	22	176
19	23	184
20	24	192
21	25	200
22	26	208
23	27	216
24	28	224
25	29	232
26	30	240

9.1.1 Part-time Employees - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 9.1, prorated to reflect their normally scheduled work week.

9.2 Vacation Accrual - Leave eligible employees will accrue vacation leave from their date of hire in a benefit eligible position.

9.3 Maximum Accrual - Leave eligible employees who work a full-time work schedule may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time work schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount, unless the employee has received approval in accordance with King County Sheriff's Office policies and procedures to carry over vacation time in excess of the maximum amount.

9.4 Vacation Eligibility - A leave eligible employee cannot take or be paid for vacation leave until he/she has successfully completed the first twelve (12) months of King County Sheriff's Office service in a leave eligible position. If a leave eligible employee leaves King County Sheriff's Office employment prior to successfully completing the first twelve (12) months of King County Sheriff's Office service in a leave eligible position, he/she will forfeit and not be paid for accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her date of separation up to the maximum accrual amount if the employee has successfully completed the first twelve (12) months of King County Sheriff's Office service. Payment will be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving King County Sheriff's Office employment less mandatory withholdings.

9.5 A leave eligible employee will not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.

9.6 Work While on Vacation - No employee will work for compensation for King County in any capacity during the time that the employee is on vacation leave.

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

9.8 Payment to Assigns and Heirs - In cases of separation from King County Sheriff's Office employment by death of an employee with accrued vacation leave and who has successfully

completed the first twelve (12) months of King County Sheriff's Office service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for by State Law, RCW Title 11.

9.9 Vacation Scheduling - The manager/designee will be responsible for assuring that approving and scheduling the vacation of employees is done in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit.

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

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

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

ARTICLE 10: SICK LEAVE

10.1 Sick Leave - Regular, probationary, provisional and term-limited temporary employees (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours

per month. The employee is not entitled to sick leave if not previously earned.

10.2 Vacation as an Extension of Sick Leave - During the first six (6) months of service in a leave eligible position, leave eligible employees may, be approved to use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the King County Sheriff's Office upon termination.

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

10.4 Unlimited Accrual - There will be no limit to the hours of sick leave benefits accrued by a leave eligible employee.

10.5 Restoration following Separation - Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to King County Sheriff's Office employment within two (2) years, his/her accrued sick leave will be restored.

10.6 Pay upon Separation - A regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five (5) years of King County Sheriff's Office service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving King County Sheriff's Office employment, less mandatory withholdings.

10.7 Leave Without Pay for Health Reasons - An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the King County Sheriff's Office workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave.

10.8 Leave Without Pay for Family Reason - For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when

an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to eighty (80) hours of accrued sick leave.

10.9 **Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his/her manager/designee.

10.10 **Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

A. The employee's bona fide illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

B. The employee's incapacitating injury, provided that:

1. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid leave status;

2. An employee who chooses to augment workers compensation payments with the use of accrued sick leave will notify the workers compensation office in writing at the beginning of the leave;

3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the King County Sheriff's Office.

C. Exposure to contagious diseases and resulting quarantine.

D. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

E. The employee's medical, ocular or dental appointments provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments.

F. To care for the employee's eligible child if the child has an illness or health condition which requires treatment or supervision from the employee;

G. To care for other family members, if:

1. The employee has been employed by the King County Sheriff's Office for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months;

2. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

3. The reason for the leave is one of the following:

a. The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve (12) months of the birth, adoption or placement;

b. The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

c. The care of a family member who suffers from a serious health condition.

4. The parties agree that to the extent Washington State law provides greater benefits for the use of paid leave for family care, the state law shall prevail.

10.11 **Unpaid Leave** - An employee who has been employed by the King County Sheriff's Office for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 10.10.F and 10.10.G combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

A. **Birth or Adoption** - When a leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's manager/designee.

B. Reduced Schedules - An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

C. Temporary Transfer - If an employee requests intermittent leave or leave on a reduced leave schedule, under Section B, above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

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

10.11.2 Insurance Premiums - The King County Sheriff's Office will continue its contribution toward health care during any unpaid leave taken under Section 10.11.

10.11.3 Return to Work from Unpaid Leave - An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position he/she held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.

10.11.4 Failure to Return to Work - Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from King County Sheriff's Office service.

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

10.13 Definition of Child - For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the

child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

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

ARTICLE 11: PAID LEAVES

11.1 Donation of Vacation and Sick Leave Hours.

A. Vacation leave hours

1. Approval Required - An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

2. Limitations - The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

3. Return of Unused Donations - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of Section 11.1.A , the first hours used by an employee will be accrued vacation leave hours.

B. Sick leave hours

1. Written Notice Required - An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. **Minimum Leave Balance Required (Donor)** - No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. **Return of Unused Donations** - Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of Section 11.1.B, the first hours used by an employee will be accrued sick leave hours.

C. No Solicitation - All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. Conversion Rate - All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reconversion.

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

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

B. Provider Certification - The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow,

a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

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

11.3 Bereavement Leave

A. An employee eligible for paid leave will be entitled to three (3) working days of bereavement leave a year, due to death of a member of his/her immediate family.

B. Use of Sick Leave in Addition to Bereavement Leave - An employee eligible for leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three (3) working days for each instance when death occurs to a member of the employee's immediate family.

C. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it will not be charged against the employee's sick leave account nor bereavement leave credit.

D. Family Defined - Immediate family means, as used in this Article: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's domestic partner.

11.4 School Volunteers - An employee eligible for paid leave will be allowed the use of up to three (3) days of sick leave each year to allow the employee to perform volunteer services at the school attended by the employee's child provided; an employee requesting to use sick leave for this purpose will submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

11.5 Jury Duty - An employee eligible for paid leave who is ordered on a jury will be entitled to his/her regular King County Sheriff's Office pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division, Department of Executive Services. The employee will report back to their manager/designee when dismissed from jury service.

11.6 Leave Examinations - An employee eligible for paid leave will be entitled to necessary

time off with pay for the purpose of participating in King County Sheriff's Office qualifying or promotional examinations. This will include time required to complete any required interviews.

11.7 Military Leave - A leave of absence for active military duty or active military training duty will be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN

12.1 Maintenance of Benefits - The King County Sheriff's Office presently participates in group medical, dental and life insurance programs for eligible regular, probationary, provisional and term-limited temporary employees and their eligible dependents. The King County Sheriff's Office will maintain the current level of benefits under its group medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Section 12.2.

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

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

ARTICLE 13: SENIORITY - LAYOFF AND RECALL

13.1 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.

13.2 Probation - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of twelve (12) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation is also served when an employee is rehired, demoted or promoted. The probation period may be extended by mutual agreement. The King County Sheriff's Office will notify the Union of a probation extension. Upon completion of the probation period, the employee will be assigned a classification seniority date which will be the date when he/she first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

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

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

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

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

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

the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which he/she had on the date of the promotion or transfer.

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

13.5 <u>Seniority will be defined as follows:</u>

- **"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.

13.6 <u>Forfeiture of Seniority</u> - Seniority rights will be forfeited for any of the following causes:

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

his/her seniority credits previously existing on his/her last day worked.

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

13.8 Bumping Rights - A regular employee who becomes displaced due to a reduction-in-force will be permitted to use his/her Classification Seniority to displace or "bump out" the least senior regular employee occupying the same classification. The employee will also be permitted to use his/her 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.

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

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

ARTICLE 14: MISCELLANEOUS

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

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

14.3 Election to Union Office - A regular employee elected or appointed to an office in the Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year without pay upon written application. This provision does not apply to appointed shop stewards in the exercise of their duties which fall under Section 14.10.

14.4 Mileage Reimbursement - All employees who have been authorized to use their own transportation on King County Sheriff's Office business will be reimbursed at the rate established by King County ordinance.

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

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

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

14.8 Biweekly Payroll - If during the life of this Agreement the Council adopts a biweekly

payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll system, including but not limited to a biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes necessary to implement such payroll system.

14.9 Bulletin Boards - The King County Sheriff's Office agrees to permit the Union shop stewards and business representatives to post on designated King County Sheriff's Office bulletin boards the announcement of meetings, election of officers, and other Union material; provided, there is sufficient space beyond what is required by the King County Sheriff's Office for normal business operations.

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

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

14.12 Bus Pass - The King County Sheriff's Office agrees to maintain the current bus pass benefit for eligible employees for the term of this Agreement.

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

14.14 Filling of Vacant Positions - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the King County Sheriff's Office will provide notice of the vacancy to all regular employees within the classification within the bargaining unit. A copy of the vacancy will be posted on the workplace bulletin board. Any regular member of the bargaining unit holding a position within the same classification as that of the vacant position will be given the

opportunity to apply for the position. The appointment will be made to the applicant who the King County Sheriff's Office determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis of classification seniority. This provision is not applicable to employees who hold a different employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

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

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

14.17 Certification and Training - The County agrees to pay the actual cost to acquire and maintain any certificates required by the County, including training costs. Required job-related training will be on paid time and at County expense.

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

ARTICLE 15: GRIEVANCE PROCEDURE

15 .1 Purpose - The King County Sheriff's Office and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the King County Sheriff's Office and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

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

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

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

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

15.6

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

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

grievance to STEP 3 within fourteen (14) calendar days after receiving the commander or designee written decision, the grievance will be presumed resolved.

C. STEP 3 - The grievance will be presented in writing to the Labor Negotiator, who will notify the Union of the need to form a joint committee of equal representation from the Union and the King County Sheriff's Office with a maximum of two (2) people for each side. The Committee will schedule a meeting for the purpose of resolving the grievance within thirty (30) calendar days after receiving the written grievance.

15.7 Arbitration - Should the Committee be unable to resolve the grievance, either the King County Sheriff's Office or the Union may make a written request of the other party for arbitration within thirty (30) calendar days following the Committee's written decision. The written request for arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

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

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

15.7.3 Arbitration Expenses - The arbitrator's fee and expenses will be paid equally by the King County Sheriff's Office and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the King County Sheriff's Office and the

Union. Each party will pay the full costs and fees of its representatives including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration.

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

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

15.10 Grievances of Disciplinary Action - Regular employees are subject to a just cause standard for discipline or discharge. The provisions of this Article will not apply to probationary, temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

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

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

reasons for their absence within three (3) calendar days of the date his/her automatic resignation became effective.

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

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

ARTICLE 17: WAIVER CLAUSE

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

ARTICLE 18: SAVINGS CLAUSE

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

ARTICLE 19: DURATION

19.1 Duration - This Agreement will become effective upon full and final ratification and approval by formal requisite means by the King County Council and covers the period from February 1, 2010 through December 31, 2014.

19.2 Reopener Clause - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to December 31, 2014.

APPROVED this 19 day of SEPTEMBER, 2012.

By: _____
King County Executive

By: _____
Tracey A. Thompson
Secretary-Treasurer

Date: 8-27-12

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	30	1-2-3-4-5
5220600	522102	Security Screener - Lead	33	1-2-3-4-5
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
(SECURITY SCREENERS - KING COUNTY SHERIFF'S OFFICE)
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Brotherhood of Teamsters Local 117 (Security Screeners - King County Sheriff's Office)

cba Code	Union	Contract
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Brotherhood of Teamsters Local 117 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For International Brotherhood of Teamsters Local 117:

8-27-12
Date

For King County:

Patti Cole-Tindall

8-28-12
Date

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office