

Master Labor Agreement (MLA) - Appendix 18
Agreement Between King County
And
King County Security Guild
Security Officers, Dispatchers, Sergeants - Department of Executive Services, Facilities
Management Division
[460]

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1 also be a condition of employment that all employees covered by this Agreement and hired or
2 assigned into the bargaining unit on or after its effective date will on the 30th day following the
3 beginning of such employment become and remain members in good standing in the Guild or pay
4 fees to the Guild to the extent permitted by law. Provided, however, that nothing contained in this
5 Section will require employees to join the Guild who can substantiate, in accordance with existing
6 law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Guild
7 organizations. Such employees will pay an amount of money equivalent to regular Guild dues and
8 initiation fees to a non-religious charity or to another charitable organization mutually agreed upon
9 by the employee and the Guild. If the employee and the Union do not reach agreement on such
10 matter, the Public Employment Relations Commission (PERC) shall designate the charitable
11 organization. Employees will furnish proof to the Guild each month that such payment has been
12 made.

13 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
14 constitute cause for dismissal; provided, that the County has no duty to act until the Guild makes a
15 written request for discharge and verifies that the employee received written notification of the
16 delinquency including the amount owing, the method of calculation, and the notification that the non-
17 payment after a period of no less than seven days will result in discharge by the County. A copy of
18 each written notification will be mailed to the County concurrent with its mailing to the employee.

19 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
20 employee, the County will have deducted from the pay of such employee the amount of dues and
21 initiation fees as certified by the Guild and will transmit the amount to the Guild.

22 **3.5 Indemnification** - The Guild will indemnify and hold the County harmless against any
23 claims made and against any suit instituted against the County on account of any check-off of dues
24 and initiation fees for the Guild. The Guild agrees to refund to the County any amounts paid to it in
25 error upon presentation of proper evidence thereof.

26 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
27 promoted into a position included in the bargaining unit to sign a form which will inform them of the
28 Guild's exclusive recognition. One copy of the form will be retained by the County, one copy will be

1 given to the employee and the original will be sent to the Guild. The County will notify the Guild
2 when an employee leaves the bargaining unit.

3 **3.7 Members' Rights**

4 **A.** In an effort to ensure that investigations made by the County are conducted in a
5 manner which is conducive to good order and discipline, the employees shall be entitled to the
6 protection of what shall hereafter be termed as the "Members' Rights."

7 **B.** Every employee who becomes the subject of an internal investigation shall be
8 advised in writing.

9 **C.** The employee under investigation must, at the time of an interview, be informed of
10 the name of the manager in charge of the investigation and the name of the person who will be
11 conducting the interview.

12 **D.** The interview of an employee shall be at a reasonable hour, and of a reasonable
13 duration, and whenever practical shall be scheduled during the normal workday of the County.

14 **E.** There can be no "off-the-record" questions. Upon request, the employee under
15 investigation shall be provided an exact copy of any written statement he or she has signed.

16 **F.** The employee will be required to answer any questions involving non-criminal
17 matters under investigation and will be afforded all rights and privileges to which he is entitled under
18 the laws of the State of Washington or the United States.

19 **G.** Interviewing shall be completed under circumstances devoid of intimidation or
20 coercion.

21 **H.** Investigations shall be concluded within a reasonable period of time.

22 **I.** All interviews shall be limited in scope to activities, circumstances, events, conduct
23 or actions which pertain to the incident which is the subject of the investigation. Nothing in this
24 section shall prohibit the Employer from questioning the employee about information which is
25 developed during the course of the interview.

26 **J. Personnel Records**

27 **(1)** A "personnel file" shall be defined as any file pertaining to the bargaining
28 unit member's employment status, work history, training, disciplinary records, or other personnel

1 related matters pertaining to the bargaining unit member. It is further understood that a personnel file
2 does not include material relating to medical records, pre-appointment interview forms, or applicant
3 background investigation documents such as, but not limited to, psychological evaluations.

4 (2) The Employer will promptly notify an employee upon receipt of a public
5 disclosure request for information in the employee's personnel file. The Employer will also provide
6 at least seventy-two (72) hours of notice before releasing any requested documents.

7 (3) Each employee's personnel file shall be open for review by the employee,
8 provided that employees shall not have the right to review psychological evaluations or supervisor's
9 notes prepared for the purpose of preparing employee's evaluations which are destroyed after the
10 evaluation is prepared. The Employer shall maintain no secret personnel files not subject to
11 inspection.

12 (4) No documents will be placed in an employee's file without the employee
13 first being provided a copy of the document, with the exception of transactional documents for HR
14 and payroll purposes. Notices of corrective counseling shall not be used toward progressive
15 discipline, except as proof of notice of behavior or performance issues of the employee. Written
16 reprimands will not be used towards progressive discipline after three years, provided no further
17 discipline has been received by the employee.

18 **ARTICLE 4: MANAGEMENT RIGHTS**

19 **4.1 General** - The Guild recognizes the prerogatives of the County to operate and manage its
20 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
21 terms and conditions of this Agreement.

22 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
23 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train
24 employees; layoff, discipline and discharge regular employees for just cause; discipline and discharge
25 temporary employees; direct and assign the work; develop and modify classification specifications,
26 allocate positions to those classifications, allocate employees to those positions; determine work
27 shifts and work schedules; schedule and assign overtime work; establish the methods, means and
28 processes by which work is performed; establish rules and procedures; 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 within Addendum A attached and made a part of this Agreement. Wage rates for 2018 are pursuant to the Total Compensation Coalition and Master Labor Agreements. Wages rates for 2019 and 2020 are yet to be bargained via the Total Compensation Coalition.

5.2 STEP Advancement - A regular employee may be hired at Step 1 of the wage range 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. Step increases thereafter will be January 1st of each calendar year, provided the employee is off probation by September 30th of the first year, and until the top Step is reached. A regular 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 listed under Addendum A will be placed into the pay Step providing no less than a four and one-half 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/Regular Positions - Temporary employees will not be used to supplant regular positions.

5.5 Special Duty Assignment - Pursuant to Master Labor Agreement, Article 15.

ARTICLE 6: HOURS OF WORK

6.1 Filling of Vacant Shifts and Vacant Schedules by Full-time Regular Employees - Full-time regular employees may bid for available vacant regular established schedules by classification seniority with the most senior full-time employee having first choice for the schedule available for regular full-time employees. In addition, if a part-time position becomes and/or remains vacant after the procedure defined in Section 6.2.1 is complete, the full-time regular employees shall

1 be allowed to bid for the vacancy by classification seniority.

2 **6.2.1 Filling of Vacant Schedules and Vacant Shifts by Part-time Regular Employees -**

3 Part-time regular employees may bid for available regular established part-time schedules by
4 classification seniority with the most senior part-time employee having first choice for schedules
5 available for regular part-time employees. In addition, part-time regular employees may submit
6 requests for open shifts each month in writing to the Security Chief/designee. The request must be
7 submitted by the tenth day of each month for the next month's open work. If a full-time position
8 becomes and/or remains vacant after the procedure set forth in Section 6.2 is complete, the part-time
9 regular employees shall be allowed to bid to fill the vacancy by classification seniority.

10 **6.2.1.1 Regular Part Time to Full Time/External Hires into the Unit-**

11 Regular part time employees shall have the first right to take full time vacant positions if no existing
12 full time employees are available to fill them. Employees being hired from outside the unit will
13 generally be allowed to work forty (40) hours per week, but may be hired in at twenty (20), thirty-two
14 (32) or forty (40) hour positions, after existing part time employees have been offered the full time
15 vacancies.

16 **6.2.2 Bidding - Minimum Qualifications/Job Performance -** Employees bidding for a new

17 established schedule must be qualified, as determined by the County, or his/her bid will be denied.
18 The County has the right to remove an employee from his/her bid schedule if it determines the
19 employee has a performance problem. Notices of available regular established schedules will be
20 posted for ten consecutive days prior to the bid. Copies of the work schedule will be posted each
21 month for employees and they are responsible for knowing their assignments.

22 **6.3 Change in Schedule -** If a regular employee is removed from his/her schedule with less
23 than seven days of notice, all hours worked for the first shift of the new work schedule will be at the
24 overtime rate of pay; except, if the removal is due to a performance problem. The seven days of
25 notice shall not be required if the schedule change results from a successful bid into a vacant
26 schedule.

27 **6.4 Shift Trades -** Regular employees may trade shifts with the approval of the Security
28 Chief/designee. Requests for changing shifts must be submitted in writing at least seven days prior to

1 the change. In no case will the trading of a shift result in the payment of overtime wages for anyone
2 involved in the trade.

3 **6.5 Special Shift** - A regular employee who is scheduled to work a “special shift,” as
4 determined by the Security Chief/designee, will receive four hours of straight-time wages if such
5 “special shift” is cancelled with less than 24 hours advance notice. Such payment shall not be used
6 for the purpose of calculating the compensable hours for overtime payment.

7 **6.6 Temporary Employee Schedule Requests** - Temporary employees will submit their
8 requests for shifts in writing to the Security Chief/designee. The request must be submitted by the
9 tenth day of each month for the next month’s available open work. Regardless of the requests
10 submitted by temporary employees, the County reserves the right to assign temporary employees to
11 meet its staffing needs at any time of its choosing. Callout does not apply to temporary employees.

12 **6.7 Schedule** - Is defined as two or more combined shifts that are established by the County
13 and are intended to be on-going.

14 **6.8 Shift** - Is defined as a single block of work during a 24 hour period.

15 **6.9 Meal and Rest Periods** - Pursuant to RCW 49.12.187, the County and the Guild agree to
16 specifically supersede in total the State provisions regarding meal and rest periods. While the County
17 will try to provide meal and rest periods during a shift, meal and rest periods may occur at different
18 times due to work requirements, and may be missed due to a work emergency. The employee
19 receives pay for their shift, including meal and rest periods. If a meal or rest period is missed, no
20 additional pay will be provided.

21 **ARTICLE 7: OVERTIME AND PREMIUMS**

22 **7.1 Overtime** - An employee on a 5-8 (five days, eight hours per day) work schedule will be
23 compensated at the rate of one and one-half times his/her hourly rate of pay (overtime rate) for all
24 additional hours worked in excess of the eight regular compensated hours per day or the 40 regular
25 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
26 holiday pay).

27 **7.1.1** An employee on a 4-10 (four days, 10 hours per day) work schedule will be
28 compensated at the rate of one and one-half times the employee’s hourly rate of pay (overtime rate)

1 for all additional hours worked in excess of the 10 regular compensated hours per day or the 40
2 regular compensated hours per workweek, or on a holiday recognized in this Agreement (in addition
3 to the holiday pay).

4 **7.1.2** The County will pay the FLSA overtime at the regular rate of pay when required
5 pursuant to the FLSA.

6 **7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-
7 time regular, then part-time regular employees prior to all other employees except in those instances
8 where regular employees are not readily available, or when it is an extension of the workday for an
9 employee. Readily available is defined as the employee not being on a leave status and is present at
10 work or at home when called at the time the overtime work is being scheduled and is in the work unit
11 in which the overtime will be worked.

12 **7.2.1 Cancellation of Scheduled Overtime Work** - Employees who do not receive personal
13 notification of cancellation at least three (3) hours prior to scheduled overtime work, shall receive
14 two (2) hours at the overtime rate of pay.

15 **7.3 Eight Hour Break** - An employee who is called in to work prior to his/her next regularly
16 scheduled shift and works no less than 12 hours overtime without at least eight hours break before the
17 start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to
18 work his/her next regularly scheduled shift. The employee can be directed by the County, for safety
19 reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the
20 employee will receive overtime pay for all such overtime hours worked but may receive no pay for
21 the regularly scheduled shift from which he/she was relieved.

22 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
23 between the employee and the manager/designee. The request to earn compensatory time off must be
24 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with
25 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as
26 overtime in accordance with Section 7.1. All unused compensatory time off not used by the end of
27 the first pay period in December of each calendar year, shall be cashed out to the employee during
28 that pay period.

1 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
2 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
3 considered overtime when it is a regularly scheduled workday for the employee.

4 **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for
5 each callout of a regular full-time or regular part-time employee. Where such overtime exceeds four
6 hours, the actual hours worked will be paid at the overtime rate. Temporary employees are not
7 eligible for callout pay.

8 **7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the
9 work premises and is subsequently required to report back to work prior to his/her normally
10 scheduled shift. An employee who is called out before the commencement of his/her regular shift
11 will be compensated in accordance with the provisions of Section 7.6; provided, however, in the
12 event the employee is called back to work within four hours of his/her regular shift, the employee
13 will be compensated at the overtime rate for only the hours immediately preceding the start of his/her
14 regular shift. Scheduled overtime shall not be considered a callout.

15 **7.7 Standby Pay** - An employee assigned to standby status on non-duty days, by written
16 authority of the manager/designee, will be entitled to four hours of pay at the overtime rate for each
17 24 hour period or major portion thereof while on standby status. Any work performed on non-duty
18 days while on standby status will be compensated at the overtime rate for actual time worked. An
19 employee who is required in writing to be readily available to be called into work and/or who is
20 required to be reachable by cell phone or email outside of his/her regular work hours will be
21 considered to be on standby status.

22 **7.8 Work Related Calls Off Duty** - If an employee who is not on standby accepts a work-
23 related telephone call, and as a result performs a minimum of eight minutes of work, the employee
24 will be paid for 15 minutes at the overtime rate, or for the actual work time, whichever is greater. If
25 the employee returns to work as a result of the call, the provisions of Sections 7.6 and 7.6.1 will
26 apply. The County may request documentation of the timing and nature of the telephone call. It is
27 understood that employees who are not on call are not required to be available to respond to work-
28 related calls during their off-duty time.

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

1 two hours of his/her accrued vacation leave applied in order to be compensated 10 hours for each
2 holiday identified within Section 8.1. As an alternative, employees working a 4-10 work schedule
3 may have their schedule changed by the County to a 5-8 work schedule during weeks which have a
4 holiday.

5 **8.4 Personal Holidays** – Pursuant to Master Labor Agreement, Article 10.

6 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
7 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
8 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
9 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a
10 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

11 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
12 eight hours per holiday for a total of 96 hours per year of holiday pay in any one calendar year.

13 **8.7 Pay Status** - Pursuant to Master Labor Agreement, Article 10.

14 **8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid
15 at one and one-half times the employee's rate of pay, 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.

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

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 – Pursuant to Master Labor Agreement, Article 9.

1 **9.4 Vacation Eligibility** - A leave eligible employee may take vacation leave once it has
2 been accrued. However, if a leave eligible employee leaves County employment prior to successfully
3 completing his/her first six months of County service in a leave eligible position, he/she will forfeit
4 and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave
5 eligible employee will be paid for accrued vacation leave to his/her date of separation up to the
6 maximum accrual amount if the employee has successfully completed his/her first six months of
7 County service and is in good standing. Payment will be the accrued vacation leave multiplied by the
8 employee's base hourly rate of pay in effect upon the date of leaving County employment less
9 mandatory withholdings.

10 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued
11 and such use or payment is consistent with the provisions of this Article.

12 **9.6 Outside Employment** - No employee will work for compensation for the County in any
13 capacity during the time that the employee is on vacation leave.

14 **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter hour increments at
15 the discretion of the manager/designee.

16 **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by
17 death of an employee with accrued vacation leave and who has successfully completed his/her first
18 six months of County service in a leave eligible position, payment of unused vacation leave up to the
19 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided
20 for by State Law, RCW Title 11.

21 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
22 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
23 employees while maintaining the efficient functioning of the work unit.

24 Requests made by March 15th of each calendar year will be granted based on classification
25 seniority in the unit. Those requests made after March 15th of each calendar year will be granted on
26 a first come, first served basis. Leave requests may be denied due to short staffing at management
27 discretion.

28 **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 County employment or is laid off and subsequently returns to County employment within two years from such resignation or lay off, as applicable, the employee's prior County 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. 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 months of service in a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with the Washington State Family Care Act or, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

10.3 Partial Day Increments - Sick leave may be used in one-quarter hour increments at the discretion of the manager/designee.

1 **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued
2 by a leave eligible employee.

3 **10.5 Restoration following Separation** - Separation from employment except by reason of
4 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
5 eligible employee as of the date of separation. Should a regular employee resign in good standing, be
6 laid off or separated for non-disciplinary medical reasons and return to County employment within
7 two years, his/her accrued sick leave will be restored.

8 **10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or
9 probationary (who has previously achieved career service status) employee who has successfully
10 completed at least five years of County service and who retires as a result of length of service or who
11 separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as
12 applicable, an amount equal to 35 percent of his/her unused, accumulated sick leave multiplied by the
13 employee's base hourly rate of pay in effect upon the date of leaving County employment, less
14 mandatory withholdings. Retire as a result of length of service means an employee is eligible,
15 applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan
16 immediately upon terminating County employment.

17 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
18 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
19 the County's workers compensation program, then the employee has the option to augment or not
20 augment time loss payments with the use of accrued sick leave.

21 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
22 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
23 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to 80
24 hours of accrued sick leave.

25 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
26 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
27 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

28 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

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

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

15 C. Exposure to contagious diseases and resulting quarantine.

16 D. An employee's temporary disability caused by or contributed to by pregnancy and
17 childbirth.

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

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

22 G. To care for other family members, Pursuant to Master Labor Agreement, Article
23 11.

24 **10.11 Unpaid Leave** - Pursuant to Master Labor Agreement, Article 11 and Article 3.

25 **10.11.1. Temporary Transfer** - If an employee requests intermittent leave or leave on a
26 reduced leave schedule, pursuant to Master Labor Agreement, Article 11, that is foreseeable based on
27 planned medical treatment, the manager/designee may require the employee to transfer temporarily to
28 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.

ARTICLE 11: PAID LEAVES

11.1 Donation of Vacation and Sick Leave Hours - Pursuant to Master Labor Agreement, Article 6.

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 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 working days will be subject to the terms of this Agreement.

11.3 Bereavement Leave - Pursuant to Master Labor Agreement, Article 8.

11.4 Leave for Volunteer Service - Pursuant to Master Labor Agreement, Article 4.

11.5 Jury Duty - Pursuant to Master Labor Agreement, Article 5.

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 County qualifying or promotional examinations. This will include time required to complete any required interviews.

11.7 Military Leave - Pursuant to Master Labor Agreement, Article 2.

ARTICLE 12: INSURED BENEFITS, HRA, VEBA

Pursuant to Master Labor Agreement, Article 25.

1 **12.1 Premiums While Off Work Due to On-the-Job Injury or Illness** – The County shall
2 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for
3 active employees and their dependents for those months they are unable to work due to an on-the-job
4 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
5 months of medical insurance coverage provided for under this Section shall not exceed 12 months or
6 the number of months for which the employee continues to receive paid sick leave and/or paid
7 vacation leave benefits, whichever is the greater.

8 **ARTICLE 13: SENIORITY – PROBATION – LAYOFF AND RECALL**

9 **13.1 Seniority Rights** – Regular employees will be afforded the right to utilize their seniority
10 as hereinafter defined for the purposes specifically provided for within this Agreement.

11 **13.2 Probation** – An employee will be recognized as having attained seniority and regular
12 employee status when such employee has completed a probation period equivalent of six months
13 worked in a career service position based on a full-time work schedule in a classification covered by
14 this Agreement. Probation may also be served when an employee is recalled from layoff, transfers or
15 is rehired, demoted or promoted, consistent with King County Code. The probation period may be
16 extended by the manager/designee not to exceed a total of 12 months worked. The County will
17 notify the Guild of a probation extension. Upon completion of the probation period, the employee
18 will be assigned a classification seniority date which will be the date when he/she first commenced
19 his/her probation for that classification. An employee working less than a full-time work schedule
20 will have his/her probation prorated based on the full-time work schedule for the work unit.

21 **13.2.1** An employee who is recalled from layoff within two years, or is rehired within one
22 year will have his/her classification seniority restored upon successful completion of probation.

23 **13.2.3 Resumption of Probationary Period Upon Recall From Layoff** – In the event a
24 regular employee is laid off during his/her probation period and is subsequently recalled to his/her
25 classification within 90 calendar days from the date of layoff, he/she will be credited with all days
26 previously worked for purposes of satisfying his/her probation period and establishing his/her
27 resultant classification seniority date.

28 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** – An employee will

1 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
2 who is unable to work because of a non-work related injury or illness will not accumulate seniority
3 during an unpaid leave of absence. However, if the employee is on approved FMLA and/or KCFML
4 qualified leave, seniority shall continue to accrue for up to 18 workweeks of the qualified unpaid
5 leave period.

6 **13.3.1 Seniority Accrual While on Leave Without Pay** – An employee on an approved
7 unpaid leave of absence of 30 calendar days or longer will not accumulate seniority credits during
8 such absence except as provided under Section 13.3.

9 **13.4 Promotion and Transfer** – When a regular employee is promoted or transferred out of
10 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
11 within 12 months of the promotion or transfer, the employee will resume his/her seniority which
12 he/she had on the date of the promotion or transfer.

13 A regular employee who is promoted or transferred to another King County position and does
14 not complete the probationary period may elect to return to the former position within six months if
15 the former position is vacant and available. If the position is not available, and as a result the
16 employee separates from County service, the employee will be entitled to recall rights to the former
17 classification in accordance with Section 13.9, as if the employee had been laid off on the date of
18 separation.

19 **13.5 Seniority will be defined as follows:**

- 20 • **“Classification Seniority”** will be defined as regular employee’s total length of
21 service within a specific classification covered by this Agreement.
- 22 • **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a
23 regular employee’s total length of service within a classification(s) covered by this Agreement.
- 24 • **“County Seniority”** will be defined as a regular employee’s total length of service
25 with the County in a career service position.

26 **13.6 Forfeiture of Seniority** – Seniority rights will be forfeited for any of the following
27 causes:

- 28 • Discharge for just cause.

• Promotion or transfer outside of the bargaining unit for one or more years, except in case of layoff in which case it is two 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 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 County will lay off the regular employee in the classification affected who has the least Classification Seniority. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary employees in the classification will be separated first, and part-time regular employees will be laid-off before full-time regular employees. Where two or more regular employees have the same Classification Seniority, the more senior employee will be the one who has the most County seniority.

13.8 Bumping Rights – The regular employee will 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 lay off 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 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.

1 **ARTICLE 14: MISCELLANEOUS**

2 **14.1 Seniority Lists** – The County will transmit to the Guild a current listing of all
3 employees each year, upon request. Such list will indicate the name of the employee, job
4 classification, classification seniority date and work unit.

5 **14.2 Contracting of Work** - Pursuant to Master Labor Agreement, Article 16.

6 **14.3 Election to Guild Office** – Pursuant to Master Labor Agreement, Article 22.

7 **14.4 Mileage Reimbursement** - Pursuant to Master Labor Agreement, Article 24.

8 **14.5 Rain Gear** – The County will provide appropriately individualized rain gear for all
9 employees working in inclement weather as needed.

10 **14.6 King County/King County Security Guild Labor-Management Committee(s)** – The
11 County and the Guild recognizes the importance of a collective bargaining and employee relations
12 climate in the County that encourages cooperative efforts and joint problem-solving amongst all
13 involved parties to better serve the public, increase productivity, reduce waste, improve safety,
14 improve morale, and recruit, train and retain quality employees. In the interest of meeting these
15 challenges, the County and the Guild agrees to establish a labor-management committee that shall
16 meet not less than quarterly, or as requested by the parties.

17 **14.7 Pay Practices** – The parties agree the County has the right to standardize pay practices
18 and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the
19 collective bargaining agreement may be re-opened at any time during the life of this agreement by the
20 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

21 **14.8 Bulletin Boards** - Pursuant to Master Labor Agreement, Article 23.

22 **14.9 Guild President** – Guild President/designee may conduct representational
23 responsibilities including attending grievance, Weingarten and Loudermill meetings during his/her
24 regular scheduled shift, without a loss of regular compensation, if excused from work by the
25 employee's manager/designee.

26 **14.10 Safety** – The County, Guild and employees agree to comply with all applicable safety
27 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will
28 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.

14.11 Bus Pass - Pursuant to Master Labor Agreement, Article 38.

14.12 Parking – The County agrees to provide County garage parking at no cost to bargaining unit employees who are assigned to work in the Downtown Courthouse Complex.

14.13 Training - Pursuant to Master Labor Agreement, Article 36.

14.14 If the County establishes a new classification within the Security Officer classification series (defined as from Security Officer to Security Sergeant or equivalent to any existing positions), the County agrees to recognize the Guild as the exclusive bargaining representative for the new classification, provide the Guild with copies of the new class specification, and re-open negotiations to establish the appropriate pay range.

14.15 Background Check – As a condition of employment, all employees are required to pass a background check including a fingerprint based background check as required by the County pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass the background check, or revocation of CJIS access, will be just cause to separate the employee from the County. All employees are required to self-report any instance when they have been arrested and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good cause presented by the employee as soon as possible after the arrest and/or charge, is cause for discipline.

14.16 Reimbursement for Lost/Damaged Personal Property – The County shall reimburse for loss or damage to personal property, pursuant to County Policy.

14.17 Safety Gear and Equipment Allowance - Pursuant to Master Labor Agreement, Article 32.

ARTICLE 15: GRIEVANCE PROCEDURE

Pursuant to Master Labor Agreement, Article 26.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

16.1 Work Stoppages - The County, the Council, and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild will

1 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
2 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
3 County functions by employees under this Agreement and should same occur, the involved Guild will
4 take appropriate steps to end such interference. Any concerted action by any employee in any
5 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have
6 occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be
7 considered as an automatic resignation. Such a resignation may be rescinded by the department head
8 if the employee presents satisfactory reasons for their absence within three calendar days of the date
9 his/her automatic resignation became effective.

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

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

19 **ARTICLE 17: WAIVER CLAUSE**

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

26 **ARTICLE 18: SAVINGS CLAUSE**

27 Pursuant to Master Labor Agreement, Article 30.
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APPROVED this 14 day of MARCH, 2018.

King County Security Guild:

Ted Griffin
President

ADDENDUM A

WAGES

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
5220100	522502	Security Officer	36	1-2-3-4-5 *
5220500	520502	Security Officer - Dispatch	38	1-2-3-4-5 *
5220400	522901	Security Sergeant	41	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

Short-term Temporary Employees - A short-term temporary employee will be hired at Step 3, and shall advance to Step 4 after 2080 straight time hours worked in a position covered by this Agreement. Subsequently, the employee shall advance to the next higher step after 2080 straight time hours worked.