

**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**KING COUNTY SECURITY GUILD**

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		2015-2016 Budget; And Cost-Of-Living Wage Adjustments For King County
		Coalition Of Labor Unions Bargaining Unit Members 2015-2016

1 **AGREEMENT**

2 **by and between**

3 **KING COUNTY**

4 **and**

5 **KING COUNTY SECURITY GUILD**

6  
7 These articles constitute an agreement, the terms of which have been negotiated in good faith  
8 between King County (County) and the King County Security Guild (Guild). This Agreement shall  
9 be subject to approval by ordinance by the Metropolitan County Council (Council) of King County,  
10 Washington.

11 **ARTICLE 1: PURPOSE**

12 1.1 The purpose of this Agreement is to promote the continued improvement of the  
13 relationship between the County and its employees through their Guild. The Articles of this  
14 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

15 **ARTICLE 2: NON-DISCRIMINATION**

16 2.1 The County and the Guild agree that they will not unlawfully discriminate in employment  
17 against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed,  
18 religion, ancestry, national origin, religious affiliation, gender identity, gender expression, or  
19 disability.

20 **ARTICLE 3: GUILD RECOGNITION AND MEMBERSHIP**

21 3.1 **Recognition** - The County recognizes the Guild as the exclusive bargaining  
22 representative of all regular, probationary, term-limited temporary and temporary employees whose  
23 job classifications are in the work units listed in the attached Addendum A.

24 3.2 **Dues and Fees** - It will be a condition of employment that all employees covered by this  
25 Agreement who are members of the Guild in good standing on the effective date of this Agreement  
26 will remain members in good standing and those who are not members on the effective date of this  
27 Agreement will on the 30th day following the effective date of this Agreement become and remain  
28 members in good standing in the Guild or pay fees to the Guild to the extent permitted by law. It will

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 by  
9 the employee and the Guild. If the employee and the Union do not reach agreement on such matter,  
10 the Public Employment Relations Commission (PERC) shall designate the charitable organization.  
11 Employees will furnish proof to the Guild each month that such payment has been made.

12       **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will  
13 constitute cause for dismissal; provided, that the County has no duty to act until the Guild makes a  
14 written request for discharge and verifies that the employee received written notification of the  
15 delinquency including the amount owing, the method of calculation, and the notification that the non-  
16 payment after a period of no less than seven days will result in discharge by the County. A copy of  
17 each written notification will be mailed to the County concurrent with its mailing to the employee.

18       **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
19 employee, the County will have deducted from the pay of such employee the amount of dues and  
20 initiation fees as certified by the Guild and will transmit the amount to the Guild.

21       **3.5 Indemnification** - The Guild will indemnify and hold the County harmless against any  
22 claims made and against any suit instituted against the County on account of any check-off of dues  
23 and initiation fees for the Guild. The Guild agrees to refund to the County any amounts paid to it in  
24 error upon presentation of proper evidence thereof.

25       **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or  
26 promoted into a position included in the bargaining unit to sign a form which will inform them of the  
27 Guild's exclusive recognition. One copy of the form will be retained by the County, one copy will be  
28 given to the employee and the original will be sent to the Guild. The County will notify the Guild

1 when an employee leaves the bargaining unit.

2 **3.7 Members' Rights**

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

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

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

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

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

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

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

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

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

25 **J. Personnel Records**

26 (1) A "personnel file" shall be defined as any file pertaining to the bargaining  
27 unit member's employment status, work history, training, disciplinary records, or other personnel  
28 related matters pertaining to the bargaining unit member. It is further understood that a personnel file

1 does not include material relating to medical records, pre-appointment interview forms, or applicant  
2 background investigation documents such as, but not limited to, psychological evaluations.

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

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

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

#### 17 **ARTICLE 4: MANAGEMENT RIGHTS**

18 **4.1 General** - The Guild recognizes the prerogatives of the County to operate and manage its  
19 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
20 terms and conditions of this Agreement.

21 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the  
22 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train  
23 employees; layoff, discipline and discharge regular employees for just cause; discipline and discharge  
24 temporary employees; direct and assign the work; develop and modify classification specifications,  
25 allocate positions to those classifications, allocate employees to those positions; determine work  
26 shifts and work schedules; schedule and assign overtime work; establish the methods, means and  
27 processes by which work is performed; establish rules and procedures; and the right to take whatever  
28 actions are necessary in emergencies in order to assure the proper functioning of the work units.

1           **4.3 Dispatch Scheduling Committee** - Management and the Guild will convene a committee  
2 within ninety (90) days of ratification of this agreement by the Guild to discuss alterations to the  
3 Dispatch schedule and work hours, and to bargain any changes needed to provide better distribution  
4 of dispatch services and security officer coverage.

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

6           **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the  
7 corresponding rates of pay are set forth within Addendum A attached and made a part of this  
8 Agreement.

9           **5.2 STEP Advancement** - A regular employee may be hired at Step 1 of the wage range  
10 covering the classification or above Step 1 as provided under the County's Personnel Guidelines.  
11 Upon completion of the probationary period for the initial hire into the classification, the employee  
12 will move from the initial Step hired to the next wage Step in the wage range, if hired at Step 1. If the  
13 employee is hired above Step 1, moving to the next Step is at the hiring authority's discretion within  
14 the first year after hire. Step increases thereafter will be annually, on the date of the first Step  
15 movement after the initial hire into the classification until the top Step is reached. A regular  
16 employee working less than full-time will receive Step increases prorated based on the full-time work  
17 schedule of the work unit.

18           **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a  
19 higher paying classification listed under Addendum A will be placed into the pay Step providing no  
20 less than a four and one-half percent increase in his/her base hourly rate of pay not to exceed the top  
21 pay Step of the higher paying classification.

22           **5.4 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
23 regular positions.

24           **5.5 Total Compensation Agreement** - Upon full ratification of the Memorandum of  
25 Agreement titled: Addressing "Total Compensation" Coalition Bargaining (as Amended to Exclude  
26 \$500 Lump Sum Coalition Premium Payment); 2015-2016 Budget; And Cost-Of-Living Wage  
27 Adjustments For King County Coalition Of Labor Unions Bargaining Unit Members 2015-2016  
28 ("Agreement") by King County, the full terms and conditions of the Agreement (as Amended to

1 Exclude \$500 Lump Sum Coalition Premium Payment) are agreed to and incorporated into this  
2 Collective Bargaining Agreement, attached hereto as Addendum B.

3 **5.6 Special Duty Assignment** - An employee may be temporarily assigned in writing by the  
4 manager/designee to a higher paid classification under this Agreement when the higher-level duties  
5 and responsibilities comprise the majority of the work performed. The employee will be paid at the  
6 first Step of the higher paid classification that provides an increase of approximately five percent  
7 above his/her base hourly rate of pay for the hours so assigned. In the event that the employee works  
8 the special duty assignment in excess of 30 continuous days, all compensated hours will be at the  
9 higher rate of pay. An employee assigned by the manager/designee to perform the duties of a lower  
10 paid classification on a temporary basis will not have a reduction of wages.

## 11 **ARTICLE 6: HOURS OF WORK**

### 12 **6.1 Filling of Vacant Shifts and Vacant Schedules by Full-time Regular Employees -**

13 Full-time regular employees may bid for available vacant regular established schedules by  
14 classification seniority with the most senior full-time employee having first choice for the schedule  
15 available for regular full-time employees. In addition, if a part-time position becomes and/or remains  
16 vacant after the procedure defined in Section 6.2.1 is complete, the full-time regular employees shall  
17 be allowed to bid for the vacancy by classification seniority.

### 18 **6.2.1 Filling of Vacant Schedules and Vacant Shifts by Part-time Regular Employees -**

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

### 26 **6.2.2 Bidding - Minimum Qualifications/Job Performance** - Employees bidding for a new

27 established schedule must be qualified, as determined by the County, or his/her bid will be denied.  
28 The County has the right to remove an employee from his/her bid schedule if it determines the

1 employee has a performance problem. Notices of available regular established schedules will be  
2 posted for ten consecutive days prior to the bid. Copies of the work schedule will be posted each  
3 month for employees and they are responsible for knowing their assignments.

4 **6.3 Change in Schedule** - If a regular employee is removed from his/her schedule with less  
5 than seven days of notice, all hours worked for the first shift of the new work schedule will be at the  
6 overtime rate of pay; except, if the removal is due to a performance problem. The seven days of  
7 notice shall not be required if the schedule change results from a successful bid into a vacant  
8 schedule.

9 **6.4 Shift Trades** - Regular employees may trade shifts with the approval of the Security  
10 Chief/designee. Requests for changing shifts must be submitted in writing at least seven days prior to  
11 the change. In no case will the trading of a shift result in the payment of overtime wages for anyone  
12 involved in the trade.

13 **6.5 Special Shift** - A regular employee who is scheduled to work a "special shift," as  
14 determined by the Security Chief/designee, will receive four hours of straight-time wages if such  
15 "special shift" is cancelled with less than 24 hours advance notice. Such payment shall not be used  
16 for the purpose of calculating the compensable hours for overtime payment.

17 **6.6 Temporary Employee Schedule Requests** - Temporary employees will submit their  
18 requests for shifts in writing to the Security Chief/designee. The request must be submitted by the  
19 tenth day of each month for the next month's available open work. Regardless of the requests  
20 submitted by temporary employees, the County reserves the right to assign temporary employees to  
21 meet its staffing needs at any time of its choosing. Callout does not apply to temporary employees.

22 **6.7 Schedule** - Is defined as two or more combined shifts that are established by the County  
23 and are intended to be on-going.

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

25 **6.9 Meal and Rest Periods** - Pursuant to RCW 49.12.187, the County and the Guild agree to  
26 specifically supersede in total the State provisions regarding meal and rest periods. While the County  
27 will try to provide meal and rest periods during a shift, meal and rest periods may occur at different  
28 times due to work requirements, and may be missed due to a work emergency. The employee



1 receives pay for their shift, including meal and rest periods. If a meal or rest period is missed, no  
2 additional pay will be provided.

3 **ARTICLE 7: OVERTIME AND PREMIUMS**

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

9 **7.1.1** An employee on a 4-10 (four days, 10 hours per day) work schedule will be  
10 compensated at the rate of one and one-half times the employee's regular hourly rate of pay (overtime  
11 rate) for all additional hours worked in excess of the 10 regular compensated hours per day or the 40  
12 regular compensated hours per workweek, or on a holiday recognized in this Agreement (in addition  
13 to the holiday pay).

14 **7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-  
15 time regular, then part-time regular employees prior to all other employees except in those instances  
16 where regular employees are not readily available, or when it is an extension of the workday for an  
17 employee. Readily available is defined as the employee not being on a leave status and is present at  
18 work or at home when called at the time the overtime work is being scheduled and is in the work unit  
19 in which the overtime will be worked.

20 **7.2.1 Cancellation of Scheduled Overtime Work** - Employees who do not receive personal  
21 notification of cancellation at least three (3) hours prior to scheduled overtime work, shall receive two  
22 (2) hours at the overtime rate of pay.

23 **7.3 Eight Hour Break** - An employee who is called in to work prior to his/her next regularly  
24 scheduled shift and works no less than 12 hours overtime without at least eight hours break before the  
25 start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to  
26 work his/her next regularly scheduled shift. The employee can be directed by the County, for safety  
27 reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the  
28 employee will receive overtime pay for all such overtime hours worked but may receive no pay for

1 the regularly scheduled shift from which he/she was relieved.

2       **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement  
3 between the employee and the manager/designee. The request to earn compensatory time off must be  
4 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the  
5 Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime  
6 in accordance with Section 7.1.

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

10       **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for  
11 each callout of a regular full-time or regular part-time employee. Where such overtime exceeds four  
12 hours, the actual hours worked will be paid at the overtime rate. Temporary employees are not  
13 eligible for callout pay.

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

21       **7.7 Standby Pay** - An employee assigned to standby status on non-duty days, by written  
22 authority of the manager/designee, will be entitled to four hours of pay at the overtime rate for each  
23 24 hour period or major portion thereof while on standby status. Any work performed on non-duty  
24 days while on standby status will be compensated at the overtime rate for actual time worked. An  
25 employee who is required in writing to be readily available to be called into work and/or who is  
26 required to be reachable by cell phone or email outside of his/her regular work hours will be  
27 considered to be on standby status.

28       **7.8 Work Related Calls Off Duty** - If an employee who is not on standby accepts a work-

1 related telephone call, and as a result performs a minimum of eight minutes of work, the employee  
 2 will be paid for 15 minutes at the overtime rate, or for the actual work time, whichever is greater. If  
 3 the employee returns to work as a result of the call, the provisions of Sections 7.6 and 7.6.1 will  
 4 apply. The County may request documentation of the timing and nature of the telephone call. It is  
 5 understood that employees who are not on call are not required to be available to respond to work-  
 6 related calls during their off-duty time.

7 **ARTICLE 8: HOLIDAYS**

8 **8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary  
 9 employees (herein referred to as: "leave eligible employees") who work a full-time work schedule  
 10 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

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

25 **8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule  
 26 will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect their  
 27 normally scheduled work week.

28 **8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave

1 eligible employee's regularly scheduled day off, such employee either will receive compensation for  
2 the holidays identified in Section 8.1 or management will designate as an alternative holiday either  
3 the regularly scheduled workday before or after the holiday. Management will establish and notify  
4 affected employees of an alternative holiday schedule no later than December 15 of the preceding  
5 year.

6 **8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have  
7 two hours of his/her accrued vacation leave applied in order to be compensated 10 hours for each  
8 holiday identified within Section 8.1. As an alternative, employees working a 4-10 work schedule  
9 may have their schedule changed by the County to a 5-8 work schedule during weeks which have a  
10 holiday.

11 **8.4 Personal Holidays** - Leave eligible employees will receive two additional personal  
12 holidays (maximum of eight hours for each day) to be administered through the vacation plan. The  
13 personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled  
14 work week. These two holidays will be added to accrued vacation during the pay period that includes  
15 the first of October and during the pay period that includes the first of November of each year. These  
16 days will be used in the same manner as any vacation day earned.

17 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular  
18 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the  
19 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For  
20 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a  
21 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

22 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of  
23 eight hours per holiday for a total of 96 hours per year of holiday pay in any one calendar year.

24 **8.7 Pay Status** - To be eligible for holiday pay, the employee must be in pay status on the  
25 employee's work day before and the employee's work day after the holiday. However, an employee  
26 who has successfully completed at least five years of service and who retires at the end of the month  
27 in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the  
28 employee is in a pay status the day before the day observed as the holiday.

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

3 **ARTICLE 9: VACATIONS**

4           **9.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary  
 5 employees (herein referred to as: "leave eligible employees") will accrue vacation leave benefits as  
 6 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

25           **9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule  
 26 will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 9.1,  
 27 prorated to reflect their normally scheduled work week.

28           **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date

1 of hire in a benefit eligible position.

2       **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may  
3 accrue up to 60 days (480 hours) vacation leave. Leave eligible employees who work a part-time  
4 work schedule may accrue vacation leave up to 60 days prorated to reflect their normally scheduled  
5 workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount on  
6 or before the last day of the pay period that includes December 31 of each year. Failure to use  
7 vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the  
8 maximum amount, unless the employee has received approval in accordance with County policies  
9 and procedures to carry over vacation time in excess of the maximum amount. No approval will be  
10 granted to carry over excess leave unless the employee has requested to take at least half of his annual  
11 accrual of vacation time prior to November 1st of each calendar year, and been denied due to staffing  
12 shortages, and the excess must be used by March 30th of the succeeding year.

13       **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave  
14 until he/she has successfully completed his/her first six months of County service in a leave eligible  
15 position. If a leave eligible employee leaves County employment prior to successfully completing  
16 his/her first six months of County service in a leave eligible position, he/she will forfeit and not be  
17 paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave eligible  
18 employee will be paid for accrued vacation leave to his/her date of separation up to the maximum  
19 accrual amount if the employee has successfully completed his/her first six months of County service  
20 and is in good standing. Payment will be the accrued vacation leave multiplied by the employee's  
21 base hourly rate of pay in effect upon the date of leaving County employment less mandatory  
22 withholdings.

23       **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued  
24 and such use or payment is consistent with the provisions of this Article.

25       **9.6 Outside Employment** - No employee will work for compensation for the County in any  
26 capacity during the time that the employee is on vacation leave.

27       **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter hour increments at  
28 the discretion of the manager/designee.

1           **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by  
2 death of an employee with accrued vacation leave and who has successfully completed his/her first  
3 six months of County service in a leave eligible position, payment of unused vacation leave up to the  
4 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided  
5 for by State Law, RCW Title 11.

6           **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
7 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
8 employees while maintaining the efficient functioning of the work unit.

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

13           **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
14 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to  
15 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury  
16 or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.  
17 However, if it is physically impossible to give the required notice on the first day, notice must be sent  
18 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A  
19 doctor's statement or other acceptable proof of the injury or illness, while on vacation or  
20 compensatory time off must be presented regardless of the number of days involved.

21           **9.11** If a regular or probationary (who has previously achieved career service status)  
22 employee resigns from County employment or is laid off and subsequently returns to County  
23 employment within two years from such resignation or lay off, as applicable, the employee's prior  
24 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

25           **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
26 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
27 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate  
28 will be determined based on his/her date of hire in the term-limited temporary position.

1 **ARTICLE 10: SICK LEAVE**

2           **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees  
3 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of  
4 0.04616 hours for each hour in pay status, exclusive of overtime. The employee is not entitled to sick  
5 leave if not previously earned.

6           **10.2 Vacation as an Extension of Sick Leave** - During the first six months of service in a  
7 leave eligible position, leave eligible employees may use accrued vacation leave in accordance with  
8 the Washington State Family Care Act or, at the manager/designee's discretion, use any accrued days  
9 of vacation leave as an extension of sick leave. If an employee does not work a full six months in a  
10 leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon  
11 termination.

12           **10.3 Partial Day Increments** - Sick leave may be used in one-quarter hour increments at the  
13 discretion of the manager/designee.

14           **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued  
15 by a leave eligible employee.

16           **10.5 Restoration following Separation** - Separation from employment except by reason of  
17 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave  
18 eligible employee as of the date of separation. Should a regular employee resign in good standing, be  
19 laid off or separated for non-disciplinary medical reasons and return to County employment within  
20 two years, his/her accrued sick leave will be restored.

21           **10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or  
22 probationary (who has previously achieved career service status) employee who has successfully  
23 completed at least five years of County service and who retires as a result of length of service or who  
24 separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as  
25 applicable, an amount equal to 35 percent of his/her unused, accumulated sick leave multiplied by the  
26 employee's base hourly rate of pay in effect upon the date of leaving County employment, less  
27 mandatory withholdings. Retire as a result of length of service means an employee is eligible, applies  
28 for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately



1 upon terminating County employment.

2 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick  
3 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
4 the County's workers compensation program, then the employee has the option to augment or not  
5 augment time loss payments with the use of accrued sick leave.

6 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
7 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
8 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to 80  
9 hours of accrued sick leave.

10 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
11 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
12 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

13 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

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

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

28 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

7 G. To care for other family members, if:

8 1. The employee has been employed by the County for 12 months or more and  
9 has worked a minimum of 1040 hours in the preceding 12 months,

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

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

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

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

21 c. Care of a family member who suffers from a serious health  
22 condition.

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

25 **10.11 Unpaid Leave** - An employee who has been employed by the County for 12 months or  
26 more and has worked a minimum of 1040 hours in the preceding 12 months, may take a total of up to  
27 18 work weeks unpaid leave for his or her own serious health condition, and for family reasons as  
28 provided in Sections 10.10.F and 10.10.G combined, within a 12 month period. The leave may be

1 continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial  
2 days as needed.

3 Intermittent leave is subject to the following conditions:

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

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

10 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a  
11 reduced leave schedule, under Section 10.11.B, above, that is foreseeable based on planned medical  
12 treatment, the manager/designee may require the employee to transfer temporarily to an available  
13 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
14 that better accommodates recurring periods of leave than the regular position of the employee.

15 **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the 18  
16 workweek family medical leave entitlement.

17 **10.11.2 Insurance Premiums** - The County will continue its contribution toward health care  
18 during any unpaid leave taken under Section 10.11.

19 **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from unpaid  
20 family or medical leave within the time provided in this Article is entitled, subject to layoff  
21 provisions, to:

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

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

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

26 **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date of the  
27 leave of absence may be cause for removal and result in termination of the employee from County  
28 service.

1           **10.12 Provider Certification** - The manager/designee and employee is responsible for the  
2 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
3 be reasonably required to substantiate the health condition of the employee or family member for  
4 leave requests.

5           **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted  
6 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the  
7 child, who is: under 18 years of age; or is 18 years of age or older and incapable of self care because  
8 of mental or physical disability.

9           **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
10 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
11 his/her accrued sick leave accruals carried over with the regular appointment.

## 12 **ARTICLE 11: PAID LEAVES**

### 13           **11.1 Donation of Vacation and Sick Leave Hours.**

#### 14                   **A. Vacation leave hours**

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

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

25                   **3. Return of Unused Donations** - Donated vacation leave hours must be used  
26 within 90 calendar days following the date of donation. Donated hours not used within 90 days or  
27 due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will  
28 be excluded from vacation leave payoff provisions contained in this Article. For purposes of Section

1 11.1.A, the first hours used by an employee will be accrued vacation leave hours.

2 **B. Sick leave hours**

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

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

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

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

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

24 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid  
25 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
26 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five days paid  
27 leave provided;

28 **A. Notification** - The employee gives the manager/designee reasonable advance

1 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other  
2 organs or tissue where there is a reasonable expectation that the employee's failure to donate may  
3 result in serious illness, injury, pain or the eventual death of the identified recipient.

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

8 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out above  
9 in excess of five working days will be subject to the terms of this Agreement.

10 **11.3 Bereavement Leave**

11 **A.** An employee eligible for paid leave will be entitled to three working days of  
12 bereavement leave per event, due to death of a member of his/her immediate family.

13 **B.** In the application of the foregoing provision, when a holiday or regular day off  
14 falls within the prescribed period of absence, it will not be charged against the employee's  
15 bereavement leave credit.

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

19 **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up  
20 to three days of sick leave each year to allow the employee to perform volunteer services at the school  
21 attended by the employee's child provided; an employee requesting to use sick leave for this purpose  
22 will submit such request in writing specifying the name of the school and the nature of the volunteer  
23 services to be performed.

24 **11.5 Jury Duty** - When an employee who is eligible for paid leave is notified to serve on jury  
25 duty, he/she will inform the Division Manager as soon as possible, but not later than two (2) weeks in  
26 advance, regarding the date the employee is required to report for jury duty. The Division Manager  
27 will relieve the employee of regular duties prior to the time of reporting for jury duty and will  
28 reassign the employee to a shift and schedule that corresponds with the jury duty shift and schedule

1 for the week(s) assigned. For purposes of this section, the shift is the hours the employee is required  
2 to report or be available for jury duty, and the schedule is assumed to be Monday through Friday eight  
3 hours per day, unless released sooner.

4 When released from jury duty for the day, and/or when the total required assignment to jury  
5 duty has expired, the employee will notify the Division Manager. The employee will be provided a  
6 reasonable time when dismissed from jury duty, as determined by the Division Manager, before the  
7 employee must report to his/her regular shift and schedule. Paid leave eligible employees must  
8 deposit any jury duty fees received, exclusive of mileage, with the Finance and Business Operations  
9 Division of the Department of Executive Services.

10 Employees who are ineligible for paid leave shall follow the notification procedures above,  
11 and shall be released from work duties for the duration of their assigned jury duty period, but shall not  
12 be compensated for their time spent in jury duty. These employees may retain any jury duty pay  
13 received.

14 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
15 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
16 This will include time required to complete any required interviews.

17 **11.7 Military Leave** - A leave of absence for active military duty or active military training  
18 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
19 federal law; provided, that a request for such leave shall be submitted to the manager/designee in  
20 writing by the employee and accompanied by a validated copy of military orders ordering such active  
21 duty or active training duty.

## 22 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

23 **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental  
24 and life insurance programs for eligible regular, probationary, provisional and term-limited temporary  
25 employees and their eligible dependents. The County will maintain the current level of benefits under  
26 its group medical, dental, vision and life insurance programs during the life of this Agreement except  
27 as may be otherwise provided for in Section 12.2.

28 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee

1 (JLMIC) comprised of representatives from the County and the Labor Union Coalition. The function  
2 of the JLMIC will be to review, study and make recommendations relative to existing medical, dental,  
3 vision and life insurance programs. The County and the Guild will implement any changes in  
4 employee insurance benefits which result from any agreement of the JLMIC.

5 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall  
6 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for  
7 active employees and their dependents for those months they are unable to work due to an on-the-job  
8 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of  
9 months of medical insurance coverage provided for under this Section shall not exceed 12 months or  
10 the number of months for which the employee continues to receive paid sick leave and/or paid  
11 vacation leave benefits, whichever is the greater.

## 12 **ARTICLE 13: SENIORITY - PROBATION - LAYOFF AND RECALL**

13 **13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority  
14 as hereinafter defined for the purposes specifically provided for within this Agreement.

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

25 **13.2.1** An employee who is recalled from layoff within two years, or is rehired within one  
26 year will have his/her classification seniority restored upon successful completion of probation.

27 **13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the event a  
28 regular employee is laid off during his/her probation period and is subsequently recalled to his/her



1 classification within 90 calendar days from the date of layoff, he/she will be credited with all days  
2 previously worked for purposes of satisfying his/her probation period and establishing his/her  
3 resultant classification seniority date.

4 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will  
5 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee  
6 who is unable to work because of a non-work related injury or illness will not accumulate seniority  
7 during an unpaid leave of absence. However, if the employee is on approved FMLA and/or KCFML  
8 qualified leave, seniority shall continue to accrue for up to 18 workweeks of the qualified unpaid  
9 leave period.

10 **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved  
11 unpaid leave of absence of 30 calendar days or longer will not accumulate seniority credits during  
12 such absence except as provided under Section 13.3.

13 **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of  
14 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit  
15 within 12 months of the promotion or transfer, the employee will resume his/her seniority which  
16 he/she had on the date of the promotion or transfer.

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

23 **13.5 Seniority will be defined as follows:**

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

1 with the County in a career service position.

2 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following  
3 causes:

4 • Discharge for just cause.  
5 • Promotion or transfer outside of the bargaining unit for one or more years, except in  
6 case of layoff in which case it is two years.

7 • Resignation; provided, however, in the event a regular employee who has completed  
8 his/her probation period is rehired to a classification covered under this Agreement within 12 months  
9 from the date of his/her termination or resignation, the employee will then be credited with all his/her  
10 seniority credits previously existing on his/her last day worked.

11 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
12 will lay off the regular employee in the classification affected who has the least Classification  
13 Seniority. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary  
14 employees in the classification will be separated first, and part-time regular employees will be laid-off  
15 before full-time regular employees. Where two or more regular employees have the same  
16 Classification Seniority, the more senior employee will be the one who has the most County seniority.

17 **13.8 Bumping Rights** - The regular employee will be permitted to use his/her bargaining unit  
18 seniority to displace or "bump out" the least senior regular employee, occupying a classification  
19 within which the bumping regular employee had previously attained seniority status.

20 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to another  
21 regular employee's exercise of Section 13.8, will also be afforded the right to displace or "bump out"  
22 the least senior regular employee in his/her classification in a similar manner.

23 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be  
24 recalled to his/her classification in the inverse order of lay off subject to his/her ability to perform the  
25 work of the position for which he/she is recalled. A regular employee will be removed from the recall  
26 list after two years from the date of layoff, or the employee is recalled, or the employee fails to accept  
27 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 employees  
3 each year, upon request. Such list will indicate the name of the employee, job classification,  
4 classification seniority date and work unit.

5       **14.2 Contracting of Work** - The County will not contract out work which the members of  
6 the Guild have historically performed unless it is required by law or is a business necessity due to an  
7 emergency situation or to augment the workforce on a short-term, temporary basis. Except for  
8 emergency situations, the County will provide notice to the Guild of its intent to contract out and,  
9 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
10 no circumstance will the County agree to any long-term or permanent contracting out of bargaining  
11 unit work. Nothing in this provision will limit what the County has historically contracted out, and  
12 no jobs will be eliminated due to contracting out.

13       **14.3 Election to Guild Office** - A regular employee elected or appointed to an office in the  
14 Guild, which requires all of his/her time will be given an unpaid leave of absence up to one year  
15 without pay upon written application.

16       **14.4 Mileage Reimbursement** - All employees who have been authorized to use their own  
17 transportation on County business will be reimbursed at the rate established by County ordinance.

18       **14.5 Rain Gear** - The County will provide appropriately individualized rain gear for all  
19 employees working in inclement weather as needed.

20       **14.6 King County/King County Security Guild Labor-Management Committee(s)** - The  
21 County and the Guild recognizes the importance of a collective bargaining and employee relations  
22 climate in the County that encourages cooperative efforts and joint problem-solving amongst all  
23 involved parties to better serve the public, increase productivity, reduce waste, improve safety,  
24 improve morale, and recruit, train and retain quality employees. In the interest of meeting these  
25 challenges, the County and the Guild agrees to establish a labor-management committee that shall  
26 meet not less than quarterly, or as requested by the parties.

27       **14.7 Pay Practices** - The parties agree the County has the right to standardize pay practices  
28 and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the

1 collective bargaining agreement may be re-opened at any time during the life of this agreement by the  
2 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

3 **14.8 Bulletin Boards** - The County agrees to permit the Guild President/designee and  
4 business representatives to post on designated County bulletin boards the announcement of meetings,  
5 election of officers, and other Guild material; provided, there is sufficient space beyond what is  
6 required by the County for normal business operations.

7 **14.9 Guild President** - Guild President/designee may conduct representational  
8 responsibilities including attending grievance, Weingarten and Loudermill meetings during his/her  
9 regular scheduled shift, without a loss of regular compensation, if excused from work by the  
10 employee's manager/designee.

11 **14.10 Safety** - The County, Guild and employees agree to comply with all applicable safety  
12 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will  
13 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
14 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

15 **14.11 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible  
16 employees for the term of this Agreement.

17 **14.12 Parking** - The County agrees to provide County garage parking at no cost to bargaining  
18 unit employees who are assigned to work in the Downtown Courthouse Complex.

19 **14.13** The County agrees to pay the actual cost to acquire and maintain any certificates  
20 required by the County, including training costs. Required job-related training will be on paid time  
21 and at County expense.

22 **14.14** If the County establishes a new classification within the Security Officer classification  
23 series (defined as from Security Officer to Security Sergeant or equivalent to any existing positions),  
24 the County agrees to recognize the Guild as the exclusive bargaining representative for the new  
25 classification, provide the Guild with copies of the new class specification, and re-open negotiations  
26 to establish the appropriate pay range.

27 **14.15 Background Check** - As a condition of employment, all employees are required to  
28 pass a background check including a fingerprint based background check as required by the County

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

7 **14.16 Reimbursement for Lost/Damaged Personal Property** - The County shall reimburse  
8 for loss or damage to personal property, pursuant to County Policy.

9 **14.17 Footwear Stipend** - As soon as administratively practical after full ratification by King  
10 County, each member of the Guild shall be paid a one-time footwear stipend in the amount of \$150.  
11 All footwear must conform to Division approved footwear.

## 12 **ARTICLE 15: GRIEVANCE PROCEDURE**

13 **15.1 Purpose** - The County and the Guild recognize the importance and desirability of  
14 settling grievances promptly and fairly in the interest of continued good employee relations and  
15 morale. In furtherance of this objective, the County and the Guild will extend every effort to settle  
16 grievances at the lowest possible level of supervision.

17 **15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,  
18 coercion, discrimination or reprisal in seeking adjudication of their grievances.

19 **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the  
20 interpretation and application of rights, benefits, or conditions of employment as contained in this  
21 Agreement.

22 **15.4 Exclusive Representative** - The Guild will not be required to press employee  
23 grievances if in the Guild's opinion, such lack merit. With respect to the processing, disposition  
24 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Guild  
25 will be the exclusive representative of the employee.

26 **15.5 Access to Grievance Procedure** - Employees, whether Guild members or not, will have  
27 no independent unilateral privilege or right to invoke the grievance procedure; however, an  
28 employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be

1 referred to Step 1.

2 **15.6**

3 **A. Step 1** - A grievance will be presented in writing by the shop steward or the Guild  
4 representative within 14 calendar days of the occurrence or knowledge of such grievance to the  
5 employee's Section Manager. The written grievance will describe the event or circumstances being  
6 grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought.  
7 The Section Manager/designee will attempt to adjust the matter with the Guild representative and  
8 notify the same within 14 calendar days after receipt of the grievance. If the shop steward/Guild  
9 representative does not pursue the grievance to Step 2 within 14 calendar days after receiving the  
10 Section Manager's/designee's written decision, the grievance will be presumed resolved.

11 **B. Step 2** - The grievance will be presented in writing to the Division Director for  
12 investigation, discussion and written reply. The Division Director/designee will meet with the  
13 employee and Guild to discuss the grievance within 14 calendar days of the receipt of the Step 2  
14 grievance. The Division Director/designee will issue a written decision to the employee and the  
15 Guild within 14 calendar days following the discussion. If the Guild does not pursue the grievance to  
16 Step 3 within 14 calendar days after receiving the Division Director's/designee's written decision, the  
17 grievance will be presumed resolved.

18 **C. Step 3** - The grievance will be presented in writing to the Labor Negotiator, who  
19 will schedule a meeting for the purpose of resolving the grievance within 30 calendar days after  
20 receiving the written grievance. The Labor Negotiator shall issue a written decision within 14  
21 calendar days following the meeting.

22 **15.7 Arbitration** - Should the Guild disagree with the decision of the Labor Negotiator, they  
23 may make a written request of the County for arbitration within 30 calendar days following the Labor  
24 Negotiator's written decision. The written request for arbitration must specify the exact question to  
25 be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

26 **15.7.1 Selection Process** - The representatives for the parties will select a third disinterested  
27 party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to  
28 serve as an arbitrator, then the arbitrator will be selected from a panel of seven names furnished by

1 the Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list  
2 by both the County representative and the Guild representative each alternately striking a name from  
3 the list until only one name remains. The remaining name will serve as the arbitrator. The arbitrator,  
4 under voluntary labor arbitration rules of the FMCS will be asked to render a decision promptly and  
5 the decision of the arbitrator will be final and binding upon all parties to the dispute.

6 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,  
7 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new  
8 agreements, but will have the power only to apply and interpret the provisions of this Agreement in  
9 reaching a decision.

10 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally by the  
11 County and the Guild. The court reporter's fee and expenses, if mutually agreed upon in advance,  
12 will be paid equally by the County and the Guild. Each party will pay the full costs and fees of its  
13 representatives including attorney's fees and the expenses of any witnesses appearing on its own  
14 behalf, regardless of the outcome of the arbitration.

15 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the  
16 parties responsible for addressing the grievance at each step. Unless mutually agreed between the  
17 parties responsible for addressing the grievance at each step no grievance step may be by-passed.

18 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If  
19 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used  
20 to mediate the grievance. In the event that the grievance is not resolved in mediation, either party  
21 may proceed to arbitration.

22 **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause  
23 standard for discipline or discharge. The provisions of this Article will not apply to probationary,  
24 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

25 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any  
26 grievance or other matter in dispute as determined by and between the Guild and the County will be  
27 final and binding upon all parties to the dispute.

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

2           **16.1 Work Stoppages** - The County, the Council, and the Guild agree that the public interest  
3 requires efficient and uninterrupted performance of all County services and to this end pledge their  
4 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild will  
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
7 County functions by employees under this Agreement and should same occur, the involved Guild will  
8 take appropriate steps to end such interference. Any concerted action by any employee in any  
9 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred  
10 contrary to the provisions of this Agreement. Being absent without authorized leave will be  
11 considered as an automatic resignation. Such a resignation may be rescinded by the department head  
12 if the employee presents satisfactory reasons for their absence within three calendar days of the date  
13 his/her automatic resignation became effective.

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

19           **16.3 Discipline** - Any employee participating in such work stoppage or in other ways  
20 committing an act prohibited in this Article will be subject to disciplinary action in accordance with  
21 the County's work rules up to and including discharge, suspension, or other disciplinary action as  
22 may be deemed applicable to such employee.

23 **ARTICLE 17: WAIVER CLAUSE**

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



1 specifically referred to or covered in this Agreement.

2 **ARTICLE 18: SAVINGS CLAUSE**

3           **18.1** Should any part hereof or any provisions herein contained be rendered or declared  
4 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of  
5 competent jurisdiction, such invalidation of such part or portions of this Agreement will not  
6 invalidate the remaining portions hereof; provided however, upon such invalidation the parties will  
7 meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain  
8 in full force and effect.

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1  
2 **cba Code: 460**

**Union Code: T2I**

3 **ADDENDUM A**

4 **WAGES**

5

6 <b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Pay Range</b>	<b>Steps</b>
7 5220100	522502	Security Officer	36	1-2-3-4-5 *
8 5220500	520502	Security Officer - Dispatch	38	1-2-3-4-5 *
9 5220400	522901	Security Sergeant	41	1-2-3-4-5 *

10

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

12

13 **Short-term Temporary Employees** - A short-term temporary employee will be hired at

14 Step 3, and shall advance to Step 4 after 2080 straight time hours worked in a position covered by this

15 Agreement. Subsequently, the employee shall advance to the next higher step after 2080 straight time

16 hours worked.

## ADDENDUM B

### MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND KING COUNTY SECURITY GUILD (SECURITY OFFICERS, DISPATCHERS - DEPARTMENT OF EXECUTIVE SERVICES, FACILITIES MANAGEMENT DIVISION)

#### ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING (AS AMENDED TO EXCLUDE \$500 LUMP SUM COALITION PREMIUM PAYMENT); 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

#### Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county's high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero ("0") cost-of-living adjustment (COLA) Agreement intended to address the county's budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and

to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating "sound financial management" as well as by recognizing King County employees, the county's "most valued resource," in working with King County to meet the challenges that will be presented during the term of this Agreement.

**Agreement:**

NOW THEREFORE, the undersigned Union and King County agree as follows.

**January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

**January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

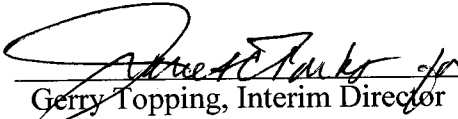
## Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

It is further agreed that:

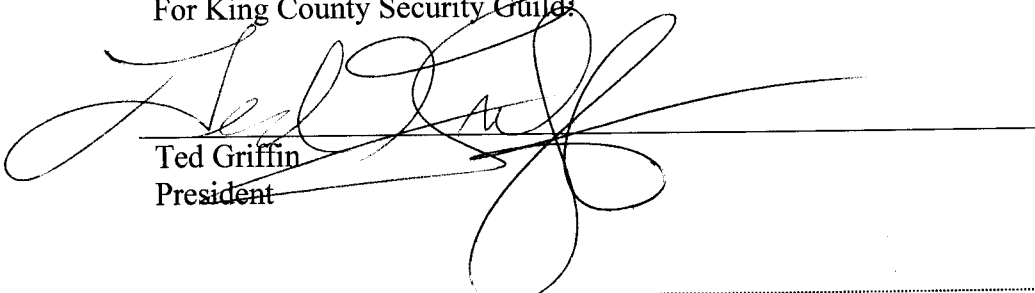
1. The COLA increases outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. 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; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

  
Gerry Topping, Interim Director  
Office of Labor Relations  
King County Executive Office

12/22/15  
Date

For King County Security Guild:

  
Ted Griffin  
President

12/22/15  
Date