Coalition Labor Agreement (CLA) - Appendix for 460 Agreement Between King County And

King County Security Guild

Security Officers, Dispatchers, Sergeants - Department of Executive Services, Facilities Management Division

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These articles constitute an agreement, the terms of which have been negotiated in good faith between King County (County) and the King County Security Guild (Guild). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council) of King County, Washington. ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT The CLA will apply to the individual bargaining unit's employees as follows: **Section 1.1** The Preamble in its entirety Section 1.2 All superseding and non-superseding provisions, unless otherwise noted in Section 1.3 or the CLA Section 1.3 the following non-superseding articles do not apply to this bargaining unit: After Hours Support pursuant to CLA Article 43 Parking pursuant to CLA Article 45 Section 1.4 For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA unless otherwise noted in this Appendix: Bulletin Boards pursuant to CLA Article 23 Bus Pass pursuant to CLA Article 34 Contracting of Work pursuant to CLA Article 16 Discipline and Sunset Clause pursuant to CLA Article 27 Donation of Vacation and Sick Leave pursuant to CLA Article 6 Duration pursuant to CLA Article 41 Election to Guild Office pursuant to CLA Article 22 Grievance Procedure pursuant to CLA Article 26 Holidays pursuant to CLA Article 10 Insured Benefits, HRA and VEBA pursuant to CLA Article 25 Jury Duty pursuant to CLA Article 5 Leave for Examinations pursuant to CLA Article 35 Mileage Reimbursement pursuant to CLA Article 24

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1	Military Leave pursuant to CLA Article 2					
2	Non-Discrimination pursuant to CLA Article 38					
3	Organ Donor Leave pursuant to CLA Article 36					
4	Public Record Request pursuant to CLA Article 19					
5	Savings Clause pursuant to CLA Article 30					
6	Sick Leave pursuant to CLA Article 31					
7	Training pursuant to CLA Article 44					
8	Vacation pursuant to CLA Article 32 and Article 9					
9	Waiver Clause pursuant to CLA Article 46					
10						
11	ARTICLE 2: GUILD RECOGNITION AND INVESTIGATION RIGHTS					
12	Section 2.1 <u>Recognition</u> - The County recognizes the Guild as the exclusive bargaining					
13	representative of all regular, probationary, term-limited temporary and temporary employees whose					
14	job classifications are in the work units listed in the attached Addendum A.					
15	Section 2.2 <u>Investigation – Guild Employees' Rights</u>					
16	A. In an effort to ensure that investigations made by the County are conducted in a					
17	manner which is conducive to good order and discipline, the employees shall be entitled to the					
18	protection of what shall hereafter be termed as the "Guild Employees' Rights."					
19	B. Every employee who becomes the subject of an internal investigation shall be					
20	advised in writing.					
21	C. The employee under investigation must, at the time of an interview, be informed of					
22	the name of the person in charge of the investigation and the name of the person who will be					
23	conducting the interview.					
24	D. The interview of an employee shall be at a reasonable hour, and of a reasonable					
25	duration, and whenever practical shall be scheduled during the normal workday of the County.					
26	E. There can be no "off-the-record" questions. Upon request, the employee under					
27	investigation shall be provided an exact copy of any written statement the employee has signed.					
28	F. The employee will be required to answer any questions involving					
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matters under investigation and will be afforded all rights and privileges to which the employee is entitled under the law

- **G.** Interviewing shall be completed under circumstances devoid of intimidation or coercion.
- **H.** All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Division from questioning the employee about information which is developed during the course of the interview.

I. Personnel Records.

- (1) A "personnel file" shall be defined as any file pertaining to the bargaining unit employees' employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit employee. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, or applicant background investigation documents such as, but not limited to, psychological evaluations.
- (2) Each employee's personnel file shall be open for review by the employee, provided that employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations which are destroyed after the evaluation is prepared. The Division shall maintain no secret personnel files not subject to inspection.
- (3) No documents will be placed in an employee's file without the employee first being provided a copy of the document, with the exception of transactional documents for HR and payroll purposes. Notices of corrective counseling shall not be used toward progressive discipline, except as proof of notice of behavior or performance issues of the employee.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 General - The Guild recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority,

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subject to the terms and conditions of this Agreement.

Section 3.2 Rights Enumerated - Unless modified by this Agreement, the County shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train employees; layoff, discipline and discharge regular employees for just cause; discipline and discharge temporary employees; direct and assign the work; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish 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 4: CLASSIFICATIONS AND RATES OF PAY

Section 4.1 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.

Section 4.2 Step Advancement - A regular employee may be hired at Step1 of the wage range covering the classification or above Step-1 as provided under King County Code. . Upon successful completion of the probationary period for the initial hire into the classification, the employee will move from the initial Step hired to the next wage Step in the wage range, if hired at Step 1. 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 a full-time work schedule..

A. <u>Temporary Time-Limited Employees</u> – a TLT will be hired at Step 1 and may advance to Step 2 on the one-year anniversary of their hire date. Subsequent step increases may be given annually on the date of hire.

B. Short-term Temporary Employees - A short-term temporary employee will be hired at Step 6 and may work no more than 1040 hours in a 12-month period. STT's advance to Step

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ARTICLE 5: HOURS OF WORK

Section 5.1 Filling of Vacant Shifts and Vacant Schedules by Full-time Regular

Employees - Full-time regular employees may bid for available vacant regular established shift and/or schedules by classification seniority with the most senior full-time employee having first choice for the shift and/or 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 5.2 is complete,

8 after 2080 straight time hours worked in a position covered by this Appendix. Subsequently the employee shall advance to the next higher step each time another 2080 straight time hours are worked.

Section 4.3 <u>Step on Promotion</u> - 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 (4.5%) increase in their base hourly rate of pay not to exceed the top pay Step of the higher paying classification.

Section 4.4 <u>Temporary/Regular Positions</u> - Temporary employees will not be used to supplant regular positions.

Section 4.5 <u>Training Pay</u> – Officers and Dispatchers assigned in writing by management to perform training duties to new hire employees (based on an outline of expected instruction) or to provide in-service training to incumbent employees based on FMD certification of a training plan for incumbent employees will be compensated at the rate of \$1.45 per hour in addition to their base hourly rate for all hours spent in training. No training pay shall be allowed prior to official notification to the trainers of their assignment. Management retains the sole right to determine the number of trainers at any given time and training pay shall only be paid for hours spent training. Training pay will not be authorized for minimal orientation on new employees.

Section 4.6 Shift Differential - Staff whose regular work shifts begin between the hours of 1:00 pm and 4:59 am will receive a differential of \$0.50 cents per hour for all regular compensated hours worked during those shifts. The shift differential shall not apply to staff who are working overtime shifts.

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the full-time regular employees shall be allowed to bid for the vacancy by classification seniority. It is understood that employees may be redeployed to different locations or posts at any time prior to or during the shift and that it is the shift and/or schedule that is being bid, not the post or location.

Employees - Part-time regular employees may bid for available regular established part-time shift and/or schedules by classification seniority with the most senior part-time employee having first choice for shift and/or schedules available for regular part-time employees. In addition, part-time regular employees may submit requests for open shifts and/or schedules each month in writing to the Security Manager or designee. The request must be submitted by the tenth day of each month for the next month's open work. If a full-time position becomes and/or remains vacant after the procedure set forth in Section 5.2 is complete, the part-time regular employees shall be allowed to bid to fill the vacancy by classification seniority. It is understood that employees may be redeployed to different locations or posts at any time prior to or during the shift and that it is the shift and/or schedule that is being bid, not the post or location.

A. Regular Part Time to Full Time/External Hires into the Unit-

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

B. <u>Bidding - Minimum Qualifications/Job Performance</u> - Employees bidding for a new established schedule must be qualified, as determined by the County, or their bid will be denied. The County has the right to remove an employee from their bid schedule if it determines the employee has a performance problem. Notices of available regular established schedules will be posted for ten consecutive days prior to the bid. Copies of the work schedule will be posted each month for employees, and they are responsible for knowing their schedule.

Section 5.3 <u>Change in Schedule</u> - If a regular employee is removed from their schedule with less than seven days of notice, all hours worked for the first shift of the new work schedule will be at the overtime rate of pay; except, if the removal is due to a performance problem. The seven days of

notice shall not be required if the schedule change results from a successful bid into a vacant schedule.

Section 5.4 Shift Trades - Regular employees may trade shifts with the approval of the Security Chief/designee. Requests for changing shifts must be submitted in writing at least seven days prior to the change. In no case will the trading of a shift result in the payment of overtime wages for anyone involved in the trade.

Section 5.5 <u>Special Shift</u> - A regular employee who is scheduled to work a "special shift," as determined by the Security Chief/designee, will receive four hours of straight-time wages if such "special shift" is cancelled with less than 24 hours advance notice. Such payment shall not be used for the purpose of calculating the compensable hours for overtime payment.

Section 5.6 <u>Temporary Employee Schedule Requests</u> - Temporary employees will submit their requests for shifts in writing to the Security Manager or designee. The request must be submitted by the tenth day of each month for the next month's available open work. Regardless of the requests submitted by temporary employees, the County reserves the right to assign temporary employees to meet its staffing needs at any time of its choosing. Callout does not apply to temporary employees.

Section 5.7 <u>Schedule</u> - Is defined as two or more combined shifts that are established by the County and are intended to be on-going.

Section 5.8 Shift - Is defined as a single block of work during a 24-hour period.

Section 5.9 <u>Meal and Rest Periods</u> - Pursuant to RCW 49.12.187, the County and the Guild agree to specifically supersede in total the State provisions regarding meal and rest periods. While the County will try to provide meal and rest periods during a shift, meal and rest periods may occur at different times due to work requirements and may be missed due to a work emergency. The employee receives pay for their shift, including meal and rest periods. If a meal or rest period is missed, no additional pay will be provided.

ARTICLE 6: OVERTIME AND PREMIUMS

Section 6.1 Overtime - An employee on a 5-8 (five days, eight hours per day) work schedule

will be compensated at the contract overtime rate for all additional hours worked in excess of the eight regular compensated hours per day or the 40 regular compensated hours per workweek.

A. An employee on a 4-10 (four days, 10 hours per day) work schedule will be compensated at the contract overtime rate for all additional hours worked in excess of the 10 regular compensated hours per day or the 40 regular compensated hours per workweek.

Section 6.2 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time the overtime is worked (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 6.3 Scheduled overtime work - Scheduled overtime work normally will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where regular employees are not readily available, or when it is an extension of the workday for an employee. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.

- A. <u>Cancellation of Scheduled Overtime Work</u> Employees who do not receive personal notification of cancellation at least three (3) hours prior to scheduled overtime work, shall receive two (2) hours at the overtime rate of pay.
- **B.** <u>Scheduled Overtime Limit</u> No employee shall be required or permitted to work more than five (5) shifts of up to eight (8) hours per workweek unless approved in writing by the Security Manager or designee.
- C. <u>Scheduled Overtime Bypass</u> If an employee, who signs up for a voluntary overtime shift assignment, fails to report for the overtime shift, the employee may be determined ineligible to volunteer for overtime opportunities the following week. Eligibility will be determined by the Security Manager or their designee on a case-by-case basis depending upon the reason for the failure to report.

Section 6.4 Eight Hour Break An employee who is called in to work prior to their next

regularly scheduled shift and works no less than 12 hours overtime without at least eight hours break before the start of their next regularly scheduled shift will, upon request, be relieved of any requirement to work their next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work their next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which they were relieved.

Section 6.5 Compensatory Time Off - Compensatory time off in lieu of overtime pay will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. The manager/designee will approve or deny such requests in writing and requests for Compensatory time off will not be unreasonably denied. Compensatory time off is subject to accrual and use in accordance with the Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in accordance with Section 6.1. All unused compensatory time off not used by the end of the first pay period in December of each calendar year, shall be cashed out to the employee in the paycheck that includes December 31st.

Section 6.6 Overtime Authorization - All overtime will be authorized in advance by the Security Manager or their designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee.

Section 6.7 <u>Callout Premium</u> - A minimum of four (4) hours at the overtime rate will be paid for each callout of a regular full-time or regular part-time employee. Where such overtime exceeds four hours, the actual hours worked will be paid at the overtime rate. Temporary employees are not eligible for callout pay.

Section 6.8 <u>Callout</u> - A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to their normally scheduled shift. An employee who is called out before the commencement of their regular shift will be compensated in accordance with the provisions of Section 6.7; provided, however, in the event the employee is called back to work within four hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of their regular

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shift. Scheduled overtime shall not be considered a callout.

Section 6.9 Standby Pay - An employee assigned to standby status on non-duty days, by written authority of the Security Manager or their designee, will be entitled to four hours of pay at the overtime rate for each 24-hour period or major portion thereof while on standby status. Any work performed on non-duty days while on standby status will be compensated at the overtime rate for actual time worked. An employee who is required in writing to be readily available to be called into work and/or who is required to be reachable by cell phone or email outside of their regular work hours will be considered to be on standby status.

Section 6.10 Work Related Calls Off Duty - If an employee who is not on standby accepts a work-related telephone call, and as a result performs a minimum of eight minutes of work, the employee will be paid for 15 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee returns to work as a result of the call, the provisions of Sections 6.7 and 6.8 will apply. The County may request documentation of the timing and nature of the telephone call. It is understood that employees who are not on call are not required to be available to respond to work-related calls during their off-duty time.

ARTICLE 7: HOLIDAY ADMINISTRATION

Section 7.1 <u>Premium Pay</u> - Work performed by a comprehensive leave eligible employee on a holiday shall be paid at a premium of one-half times the employee's base hourly rate of pay, in addition to the holiday pay, for all hours worked on the holiday.

ARTICLE 8: VACATION ADMINISTRATION

Section 8.1 <u>Partial Day Increments</u> - Vacation leave may be used in one-quarter hour increments at the discretion of the Security Manager or their designee.

Section 8.2 <u>Vacation Scheduling</u> - The Security Manager or their designee will be responsible for scheduling the vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit.

Requests made by March 15th of each calendar year will be granted based on classification

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

Section 8.3 Notification While on Paid Vacation – If a comprehensive leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, they must notify the Security Manager or their 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.

ARTICLE 9: SICK LEAVE ADMINISTRATION

Section 9.1 <u>Partial Day Increments</u> - Sick leave may be used in one-quarter hour increments at the discretion of the Security Manager or their designee.

Section 9.2 Pay upon Separation Special Provision- Except as modified by a VEBA agreement, a regular employee - who completed five (5) years of continuous service as a Security Officer, Security Dispatcher or Security Sergeant, is at least 65 years of age, and is ineligible to participate in a Washington State retirement plan (e.g. PERS or LEOFF), and who separates employment or who separates by reason of death will be paid, or their estate as provided for by RCW Title 11, as applicable, an amount equal to 35 percent of their unused, accumulated sick leave multiplied by the employee's base hourly rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

Section 9.3 <u>Temporary Transfer</u> - If an employee requests intermittent leave or leave on a reduced leave schedule, pursuant to Coalition Labor Agreement, Article 11, that is foreseeable based on planned medical treatment, the Security Manager or their designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the

regular position of the employee.

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ARTICLE 10: SENIORITY – PROBATION – LAYOFF AND RECALL

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seniority as hereinafter defined for the purposes specifically provided for within this Agreement. Section 10.2 <u>Probation</u> – An employee will be recognized as having attained seniority and

Section 10.1 Seniority Rights – Regular employees will be afforded the right to utilize their

regular employee status when such employee has completed a probation period of at least six months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation may also be served when an employee is recalled from layoff, transfers or is rehired, demoted, or promoted consistent with King County Code. The probation period may be extended by the Security Manager or their designee not to exceed a total of 12 months worked. The County will notify the Guild of a probation extension. Upon completion of the probation period, the employee will be assigned a classification seniority date which will be the date when they first commenced their probation for that classification. An employee working less than a full-time work schedule will have their probation prorated based on the full-time work schedule for the work unit.

A. An employee who is recalled from layoff within two years or is rehired within one year will have their classification seniority restored upon successful completion of probation.

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

Section 10.3 Seniority Accrual While on Leave Due to Illness or Injury – An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work-related injury or illness will not accumulate seniority during an unpaid leave of absence. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to 18 workweeks of the qualified unpaid leave period.

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A. <u>Seniority Accrual While on Leave Without Pay</u> – An employee on an approved unpaid leave of absence of 30 calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 10.3.

Section 10.4 <u>Promotion and Transfer</u> – When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement and returns to the bargaining unit within 12 months of the promotion or transfer, the employee will resume their seniority which they had on the date of the promotion or transfer.

A regular employee who is promoted or transferred to another King County position and does not complete the probationary period may elect to return to the former position within six months if the former position is vacant and available. If the position is not available, and as a result the employee separates from County service, the employee will be entitled to recall rights to the former classification in accordance with Section 10.9, as if the employee had been laid off on the date of separation.

Section 10.5 <u>Seniority will be defined as follows</u>:

- "Classification Seniority" will be defined as regular employee's total length of service within a specific classification covered by this Agreement.
- "Bargaining Unit Seniority" for purposes of this Agreement, will be defined as a regular employee's total length of service within a classification(s) covered by this Agreement.
- "County Seniority" will be defined as a regular employee's total length of service with the County in a career service position.

Section 10.6 <u>Forfeiture of Seniority</u> – Seniority rights will be forfeited for any of the following causes:

- Discharge for just cause.
- Promotion or transfer outside of the bargaining unit for one 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 their probation period is rehired to a classification covered under this Agreement within 12 months from the date of their termination or resignation, the employee will then be credited with all their

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seniority credits previously existing on their last day worked.

Section 10.7 <u>Reduction in Work Force Procedure</u> – 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.

Section 10.8 <u>Bumping Rights</u> – The regular employee will be permitted to use their bargaining unit seniority to displace or "bump out" the least senior regular employee, occupying a classification within which the bumping regular employee had previously attained seniority status.

A. <u>Displaced Employees</u> – A regular employee who becomes displaced due to another regular employee's exercise of Section 10.8, will also be afforded the right to displace or "bump out" the least senior regular employee occupying a bargaining unit classification within which the bumping regular employee had previously attained seniority status.

Section 10.9 Recall from Layoff – A regular employee displaced due to a reduction-in-force will be recalled to their classification in the inverse order of lay off subject to their ability to perform the work of the position for which the employee 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 if the employee requests to be removed from the recall list.

ARTICLE 11: MISCELLANEOUS

Section 11.1 <u>Seniority Lists</u> – The County will transmit to the Guild a current listing of all employees each year, upon written request. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

Section 11.2 <u>Rain Gear</u> – The County will provide appropriately individualized rain gear for all employees working in inclement weather as needed. Rain gear will be replaced for normal wear

and tear per the Division's policy and guidelines.

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Section 11.3 King County/King County Security Guild Labor-Management

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

Section 11.4 Pay Practices – The parties agree the County has the right to standardize pay practices and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

Section 11.5 Guild President – Guild President or designee may conduct representational responsibilities including attending grievance, Weingarten and Loudermill meetings during their regular scheduled shift, without a loss of regular compensation, and if excused from work by the Security Manager or their designee.

Section 11.6 Safety – The County, Guild and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition they will immediately notify the Security Manager or their 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.

Section 11.7 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. Employees shall be taxed on parking benefits beyond the maximum allowable limits, pursuant to federal law.

Section 11.8 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

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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.

Section 11.9 <u>Background Check</u> – 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.

Section 11.10 <u>Reimbursement for Lost/Damaged Personal Property</u> – The County shall reimburse for loss or damage to personal property, pursuant to County Policy.

Section 11.11 <u>Safety Gear and Equipment Allowance</u> - Beginning January 1, 2026, or upon full ratification of this agreement whichever is later the County will require employees in this bargaining unit to wear safety footwear that meets mutually agreed to standards developed through the Parties' Labor Management Committee and will reimburse employees up to a total of three hundred dollars (\$300.00)per calendar year, per employee, in accordance with the Agency's policy and procedures.

ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 12.1 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 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the involved Guild will take appropriate steps to end such interference. Any concerted action by any employee in any

bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have 1 occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be 3 considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for their absence within three calendar days of the date 4 5 their automatic resignation became effective. 6 Section 12.2 <u>County Protection</u> - Upon notification in writing by the County to the Guild 7 that any of its members are engaged in a work stoppage, the Guild will immediately, in writing, order 8 such members to immediately cease engaging such work stoppage and provide the County with a 9 copy of such order. In addition, if requested by the County, a responsible official of the Guild will 10 publicly order such Guild members to cease engaging in such work stoppage. 11 Section 12.3 Discipline - Any employee participating in such work stoppage or in other ways 12 committing an act prohibited in this Article will be subject to disciplinary action in accordance with 13 the County's work rules up to and including discharge, suspension, or other disciplinary action as 14 may be deemed applicable to such employee. 15 For King County Security Guild: 16 17 18 James Dorrough, President 19 20 For King County: 21 DocuSigned by: Josli Marburger 22 Josh Marburger 23 Labor Relations Negotiator Office of Labor Relations, Executive Office 24 25 26 27

cba Code: 460 Union Code: T2I

ADDENDUM A

WAGES

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	
5220100	522502	Security Officer	40	1-2-3-4-5 *
5220500	520502	Security Officer - Dispatch	42	1-2-3-4-5 *
5220400	522901	Security Sergeant	46	1-2-3-4-5 *
		Security Sergeant		

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

King County Security Guild - Security Officers, Dispatchers, Sergeants - Department of Executive Services, Facilities Management Division
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