

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

22
 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.