**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**KING COUNTY SECURITY GUILD**


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**by and between**

**KING COUNTY**

**and**

**KING COUNTY SECURITY GUILD**

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 County Council (Council) of King County, Washington.

## ARTICLE 1: PURPOSE

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

## ARTICLE 2: NON-DISCRIMINATION

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

## ARTICLE 3: GUILD RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

when an employee leaves the bargaining unit.

## ARTICLE 4: MANAGEMENT RIGHTS

**4.1 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, subject to the terms and conditions of this Agreement.

**4.2 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 5: CLASSIFICATIONS AND RATES OF PAY

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

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

**5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a higher paying classification listed under Addendum A will be placed into the pay Step providing no

less than a four and one-half percent increase in his/her base hourly rate of pay not to exceed the top pay Step of the higher paying classification.

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

**5.5 Cost of Living Adjustment (COLA)** -

**2012** - Effective January 1, 2012 employees will receive a COLA adjustment of 1.63 percent.

**2013** - Effective January 1, 2013 employees will receive a COLA adjustment of 3.09 percent.

**2014** - Effective January 1, 2014 employees shall be eligible to receive 95 percent of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent floor and no ceiling.

**Economic and Fiscal Conditions Reopener for 2014.** The parties agree that if there is a significant shift in economic and fiscal conditions during the term of this agreement, the parties agree to reopen negotiations for COLA in 2014 when triggered by either an increase in the County unemployment rate of more than two percentage points in 2013 compared with 2012 or a decline of more than 7 percent in County retail sales as determined by comparing 2013 to 2012. Data will be derived from Washington State Department of Revenue. By no later than July 30, 2013, the County will assess whether the economic measurements listed above trigger contract reopener on COLA for 2014.

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

## ARTICLE 6: HOURS OF WORK

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

**6.2.1 Filling of Vacant Schedules and Vacant Shifts by Part-time Regular Employees -** Part-time regular employees may bid for available regular established part-time schedules by classification seniority with the most senior part-time employee having first choice for schedules available for regular part-time employees. In addition, part-time regular employees may submit requests for open shifts each month in writing to the Security Chief/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 6.2 is complete, the part-time regular employees shall be allowed to bid to fill the vacancy by classification seniority.

**6.2.2 Bidding - Minimum Qualifications/Job Performance** - Employees bidding for a new established schedule must be qualified, as determined by the County, or his/her bid will be denied. The County has the right to remove an employee from his/her 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 assignments.

**6.3 Change in Schedule** - If a regular employee is removed from his/her schedule with less than seven days 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 notice shall not be required if the schedule change results from a successful bid into a vacant schedule.

**6.4 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.

**6.5 Special Shift** - 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.

**6.6 Temporary Employee Schedule Requests** - Temporary employees will submit their requests for shifts in writing to the Security Chief/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 anytime of its choosing. Callout does not apply to temporary employees.

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

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

**6.9 Meal and Rest Periods** - 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 7: OVERTIME AND PREMIUMS

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

**7.1.1** An employee on a 4-10 (four days, 10 hours per day) work schedule will be compensated at the rate of one and one-half times the employee's regular hourly rate of pay (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, or on a holiday recognized in this Agreement (in addition to the holiday pay).

**7.2 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.

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

**7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. 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 7.1.

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

**7.6 Callout Premium** - A minimum of four 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.

**7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the

work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. An employee who is called out before the commencement of his/her regular shift will be compensated in accordance with the provisions of Section 7.6; provided, however, in the event the employee is called back to work within four hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.

**7.7** **Emergency Work Pay** - Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 6 or 7 for a regular full-time employee will be credited as such and will be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift will be compensated at the employee's regular, hourly rate of pay.

**7.8** **Standby Pay** - An employee assigned to standby status on non-duty days, by written authority of the manager/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 wear a "beeper," cell phone or other communication device outside of his/her regular work hours will be considered to be on standby status.

**7.9** 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 7.6 and 7.6.1 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 8: HOLIDAYS

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

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

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

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

**8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave eligible employee's regularly scheduled day off, such employee either will receive compensation for the holidays identified in Section 8.1 or management will designate as an alternative holiday either the regularly scheduled workday before or after the holiday. Management will establish and notify affected employees of an alternative holiday schedule no later than December 15 of the preceding year.

**8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have

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

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

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

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

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

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

## ARTICLE 9: VACATIONS

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

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

**9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 9.1,

prorated to reflect their normally scheduled work week.

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

**9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may accrue up to 60 days (480 hours) vacation leave. Leave eligible employees who work a part-time work schedule may accrue vacation leave up to 60 days prorated to reflect their normally scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount, unless the employee has received approval in accordance with County policies and procedures to carry over vacation time in excess of the maximum amount.

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

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

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

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

**9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by

death of an employee with accrued vacation leave and who has successfully completed his/her first six months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for by State Law, RCW Title 11.

**9.9 Vacation Scheduling** - The manager/designee will be responsible for 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.

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

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

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

## ARTICLE 10: SICK LEAVE

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

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

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

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

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

**10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to 35 percent of his/her 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. Retire as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

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

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

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

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

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

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

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

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

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

**C.** Exposure to contagious diseases and resulting quarantine.

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

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

**F.** To care for the employee's eligible child if the child has an illness or health

condition which requires treatment or supervision from the employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 11: PAID LEAVES

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

#### A. Vacation leave hours

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

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

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

#### B. Sick leave hours

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

**2. Minimum Leave Balance Required (Donor)** - No donation will be

permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is 100 hours or more. No employee may donate more than 25 hours of his/her accrued sick leave in a calendar year.

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

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

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

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

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

B. **Provider Certification** - The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the

participation of the donor is unique or critical to a successful outcome.

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

**11.3 Bereavement Leave**

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

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

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

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

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

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

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

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

## ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN

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

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

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

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

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

**13.2 Probation** - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of six months

worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation is also served when an employee is recalled from layoff, transfers or is rehired, demoted or promoted. The probation period may be extended by the manager/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 he/she first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

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

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

**13.3** **Seniority Accrual While on Leave Due to Illness or Injury** - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of 30 calendar days. 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.

**13.3.1** **Seniority Accrual While on Leave Without Pay** - 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 13.3.

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

A regular employee who is promoted 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 13.9, as if the employee had been laid off on the date of separation.

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

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

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

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

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

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

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

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

## ARTICLE 14: MISCELLANEOUS

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

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

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

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

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

**14.6** **King County Labor-Management 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 problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the Guild agrees to establish a labor-management committee.

**14.7** 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.

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

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

**14.10** **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 he/she will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

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

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

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

**14.14** If the County establishes a new classification within the Security Officer classification series, the County agrees to recognize the Guild as the exclusive bargaining representative for the new classification, provide the Guild with copies of the new class specification, and re-open negotiations to establish the appropriate pay range.

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

## ARTICLE 15: GRIEVANCE PROCEDURE

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

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

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

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

will be the exclusive representative of the employee.

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

**15.6**

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

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

**C.** **Step 3** - The grievance will be presented in writing to the Labor Negotiator, who will notify the Guild of the need to form a joint committee of equal representation from the Guild and the County with a maximum of two people for each side. The Committee will schedule a meeting for the purpose of resolving the grievance within 30 calendar days after receiving the written grievance.

**15.7** **Arbitration** - Should the Committee be unable to resolve the grievance, either the County or the Guild may make a written request of the other party for arbitration within 30 calendar days following the Committee's written decision. The written request for arbitration must specify the

exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

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

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

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

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

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

**15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause standard for discipline or discharge. The provisions of this Article will not apply to probationary,

temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

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

## ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

**16.1 Work Stoppages** - The County, the Council, and the Guild agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild will 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 occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for their absence within three calendar days of the date his/her automatic resignation became effective.

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

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

## ARTICLE 17: WAIVER CLAUSE

**17.1** The parties acknowledge that each has had the unlimited right within the law and the

opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the County and the Guild for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

## ARTICLE 18: SAVINGS CLAUSE

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

## ARTICLE 19: DURATION

**19.1 Duration** - This Agreement will become effective upon full and final ratification and approval by formal requisite means by the King County Council and covers the period from September 27, 2012 through December 31, 2014.

**19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so on or after June 1, 2014.

**APPROVED** this 30 day of JULY, 2013.

By: Dow Constantine

King County Executive

King County Security Guild:

Tom Fast
President

**cba Code: 460** **Union Code: T2I**

## ADDENDUM A

## WAGES

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

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

**Memorandum of Agreement**
**by and between**
**King County**
**And**
**King County Security Guild**

**Subject: Negotiated Compensation Settlement**

## Introduction

**A.** King County (the County) and the King County Security Guild (the Guild) representing Security Officers, Security Officer-Dispatchers and Security Sergeants working in the Facilities Management Division, Department of Executive Services, have entered into their first collective bargaining agreement (CBA) covering the period of September 27, 2012 through December 31, 2014.

**B.** The CBA includes cost-of-living adjustments (COLA) of 1.63% effective January 1, 2012, and 3.09% effective January 1, 2013. The COLA agreement for 2012 includes the period of January 1, 2012 through September 26, 2012 when the employees were represented by Teamsters, Local 117 pursuant to the terms of Teamsters, Local 117 agreement with the County during this period.

**C.** In lieu of retroactively applying the COLA increases to the hourly wage rates for the period of January 1, 2012 through May 10, 2013, using the methodology the County traditionally has used to calculate retro payments, the parties have agreed to the following:

## Agreements

**1.** The County will pay a lump sum of money to each employee listed in Attachment A. The lump sum payment is in lieu of retroactive adjusting the employee's wage rate by the COLA for the period of January 1, 2012 through May 10, 2013 and paying the difference between the wage rate the employees were paid and what the wage rate would be when adjusted by COLA. The lump sum payment is subject to lawful withholdings.

**2.** The 2013 hourly wage rates for the classifications covered under the CBA will be pursuant to the County's 10-Step Hourly Squared Schedule for 2013.

**3.** This Agreement constitutes the entire agreement between the parties with respect to any pay, retroactive pay and/or earnings owed to the employees covered under the CBA and this agreement for the period of January 1, 2012 through May 10, 2013.

**APPROVED** this 30 day of JULY, 2013.

By: Dow Constantine
King County Executive

King County Security Guild:

Tom Fast, President

# Attachment A
# King County Security Guild (Security Officers, Dispatchers)

Summary Statement
Compensation Settlement
Reflecting 1.63% Increase Effective January 1, 2012
&
3.09% Increase Effective January 1, 2013
Earnings: January 1, 2012 Through Pay Period Ending May 10, 2013

| ID | Name | Settlement Amount | | | 2012 / 2013 Straddle Pay Period |
|---|---|---|---|---|---|
| | | 2012 1.63% | 2013 3.09% w/ 1.63% Rollup | Total | Net Benefit |
| 000089132 | Adams, Matthew Ryan | $ 614.76 | $ 715.93 | $ 1,330.69 | $ 30.39 |
| 000090144 | Aguilar, Lawrence Jasper | $ 413.85 | $ 764.98 | $ 1,178.83 | $ 31.55 |
| 000070608 | Anderson, Stephen E | $ 491.74 | $ 524.90 | $ 1,016.64 | $ 27.84 |
| 000044515 | Andrews, Gary M | $ 787.08 | $ 908.54 | $ 1,695.62 | $ 39.62 |
| 000070169 | Baily, Michael M | $ 121.39 | $ 8.27 | $ 129.67 | $ 3.27 |
| 000088813 | Barquet, Lynn Michelle | $ 629.26 | $ 822.63 | $ 1,451.90 | $ 32.17 |
| 000088035 | Bland, Jocelyn Louise | $ 852.47 | $ 976.61 | $ 1,829.08 | $ 33.31 |
| 000068661 | Brooks, Herbert | $ 86.53 | $ 159.42 | $ 245.95 | $ 3.43 |
| 000090286 | Brown, Kim A | $ 536.91 | $ 653.95 | $ 1,190.85 | $ 28.67 |
| 000080046 | Brown, Robert L | $ 814.53 | $ 1,000.69 | $ 1,815.22 | $ 46.77 |
| 000070933 | Burger, Jerry Duane | $ 107.43 | $ 131.35 | $ 238.79 | |
| 000061013 | Chatman, Tara | $ 243.42 | | $ 243.42 | |
| 000077741 | Chisholm, William C | $ 910.94 | $ 1,044.50 | $ 1,955.44 | $ 44.98 |
| 000071343 | Clark, Roger C | $ 2.83 | | $ 2.83 | |
| 000091890 | Cordes, Dorothy Rae | $ 12.86 | $ 714.76 | $ 727.61 | $ 31.83 |
| 000077745 | Dowd, Drew R | $ 109.55 | $ 117.91 | $ 227.46 | |
| 000068887 | Ensz, Victor | $ 642.45 | $ 739.20 | $ 1,381.65 | $ 33.13 |
| 000088421 | Fast, Todd Michael | $ 672.85 | $ 897.88 | $ 1,570.73 | $ 51.20 |
| 000065110 | Fox, Wayne Robert | $ 762.07 | $ 877.36 | $ 1,639.43 | $ 34.27 |
| 000072616 | Fuller, Orville Skip | $ 813.96 | $ 1,055.78 | $ 1,869.74 | $ 41.27 |
| 000072836 | Grier, Thomas L | $ 897.78 | $ 1,053.47 | $ 1,951.24 | $ 47.16 |
| 000077734 | Griffin, Theodore Damon | $ 907.41 | $ 934.00 | $ 1,841.41 | $ 46.70 |
| 000088330 | Gumke, Lisa Ann Lee | $ 671.02 | $ 846.43 | $ 1,517.45 | $ 40.54 |
| 000077763 | Hampton, Alonzo | $ 944.11 | $ 1,015.49 | $ 1,959.61 | $ 35.93 |
| 000079691 | Hampton, Alphonso | $ 1,031.58 | $ 959.73 | $ 1,991.31 | $ 65.71 |
| 000072681 | Hassinger, James E | $ 789.86 | $ 915.86 | $ 1,705.72 | $ 44.98 |
| 000073376 | Haynes, James A | $ 785.60 | $ 919.65 | $ 1,705.25 | $ 39.62 |
| 000077769 | Horn, Johnnie M | $ 696.18 | $ 847.81 | $ 1,543.99 | $ 33.13 |
| 000064358 | Hunter, Michael | $ 831.14 | $ 899.27 | $ 1,730.41 | $ 34.27 |
| 000091882 | Johnson, Brian Wade | $ 25.67 | $ 795.33 | $ 821.00 | $ 38.38 |
| 000082906 | Johnson, Raymond T | $ 832.10 | $ 958.96 | $ 1,791.07 | $ 44.98 |
| 000073137 | Kane, Tyrone Barry | $ 824.53 | $ 953.52 | $ 1,778.05 | $ 41.55 |
| 000072367 | Kegley, James A | $ 793.75 | $ 923.99 | $ 1,717.74 | $ 50.33 |

# Attachment A
# King County Security Guild (Security Officers, Dispatchers)

Summary Statement
Compensation Settlement
Reflecting 1.63% Increase Effective January 1, 2012
&
3.09% Increase Effective January 1, 2013
Earnings: January 1, 2012 Through Pay Period Ending May 10, 2013

| ID | Name | Settlement Amount | | | 2012 / 2013 Straddle Pay Period |
|---|---|---|---|---|---|
| | | 2012 1.63% | 2013 3.09% w/ 1.63% Rollup | Total | Net Benefit |
| 000070115 | Kelley, James Henry | $ 827.74 | $ 976.55 | $ 1,804.29 | $ 47.16 |
| 000071588 | King, Deryl Joseph | | $ 94.63 | $ 94.63 | |
| 000064059 | Knight, Carl L | $ 958.39 | $ 1,003.27 | $ 1,961.66 | $ 47.16 |
| 000072295 | Loso, Raymond D | $ 434.67 | $ 499.95 | $ 934.63 | $ 27.40 |
| 000041791 | Luedeke, James | $ 504.71 | $ 590.84 | $ 1,095.55 | $ 26.92 |
| 000068218 | Lusher, Jerry B | $ 438.38 | $ 499.95 | $ 938.33 | $ 27.40 |
| 000070920 | Lusher, William Farrell | $ 177.59 | | $ 177.59 | |
| 000067500 | Martin, Larry G | $ 197.13 | | $ 197.13 | |
| 000067367 | Meyer, Gregory | $ 890.30 | $ 868.08 | $ 1,758.39 | $ 43.10 |
| 000091911 | Miller, Kelly Ann | $ 2.57 | $ 646.32 | $ 648.90 | $ 28.73 |
| 000077630 | Montgomery, Emanuel | $ 733.93 | $ 869.78 | $ 1,603.71 | $ 41.74 |
| 000068266 | Orwig, Phillip | $ 444.85 | $ 592.45 | $ 1,037.31 | $ 20.88 |
| 000090285 | Parrott, Blaine B | $ 631.94 | $ 748.10 | $ 1,380.04 | $ 38.52 |
| 000089100 | Pechulis, James Anthony | $ 875.05 | $ 951.57 | $ 1,826.63 | $ 41.99 |
| 000070211 | Ronish, Jerald L | $ 637.45 | $ 734.32 | $ 1,371.77 | $ 33.13 |
| 000091887 | Rubinos, Ruben Joseph | $ 19.62 | $ 619.72 | $ 639.34 | $ 27.19 |
| 000065503 | Sandvold, Raymond D | $ 259.58 | $ 316.40 | $ 575.98 | $ 14.28 |
| 000076171 | Slater, Wayne | $ 427.45 | $ 496.70 | $ 924.15 | $ 26.95 |
| 000065199 | Smith, Scott D | $ 770.41 | $ 928.06 | $ 1,698.46 | $ 34.27 |
| 000077631 | Stalgis, Peter | $ 399.84 | $ 432.72 | $ 832.56 | $ 20.70 |
| 000068705 | Steinauer, Matthew R | $ 822.78 | $ 968.87 | $ 1,791.66 | $ 41.55 |
| 000080038 | Swann, Mitchel Karl | $ 640.93 | $ 732.15 | $ 1,373.08 | $ 33.13 |
| 000089099 | Thomas, Charity Contessa | $ 913.22 | $ 831.40 | $ 1,744.62 | $ 41.62 |
| 000088653 | Villarino JR., Joseph Din | $ 1,233.15 | $ 471.63 | $ 1,704.77 | $ 38.58 |
| 000089979 | Woods, Trammell Antrinette | $ 375.02 | $ 433.15 | $ 808.17 | $ 19.21 |
| | **Total** | **$ 33,274.32** | **$ 39,444.82** | **$ 72,719.14** | **$ 1,798.60** |