

Coalition Labor Agreement (CLA) - Appendix for 460

Agreement Between King County

And

King County Security Guild

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

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT 1

ARTICLE 2: GUILD RECOGNITION AND INVESTIGATION RIGHTS 2

ARTICLE 3: MANAGEMENT RIGHTS 3

ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY 4

ARTICLE 5: HOURS OF WORK 5

ARTICLE 6: OVERTIME AND PREMIUMS 7

ARTICLE 7: HOLIDAY ADMINISTRATION 10

ARTICLE 8: VACATION ADMINISTRATION..... 10

ARTICLE 9: SICK LEAVE ADMINISTRATION 11

ARTICLE 10: SENIORITY – PROBATION – LAYOFF AND RECALL 11

ARTICLE 11: MISCELLANEOUS 14

ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION 16

ADDENDUM A 18

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

5
6 **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

7 The CLA will apply to the individual bargaining unit’s employees as follows:

8 **Section 1.1** The Preamble in its entirety

9 **Section 1.2** All superseding and non-superseding provisions, unless otherwise noted in
10 Section 1.3 or the CLA

11 **Section 1.3** the following non-superseding articles do not apply to this bargaining unit:

- 12 • After Hours Support pursuant to CLA Article 43
- 13 • Parking pursuant to CLA Article 45

14 **Section 1.4** For ease of reference, the following provisions, which were previously listed
15 in this Appendix, are covered in their entirety by the CLA unless otherwise noted in
16 this Appendix:

- 17 • Bulletin Boards pursuant to CLA Article 23
- 18 • Bus Pass pursuant to CLA Article 34
- 19 • Contracting of Work pursuant to CLA Article 16
- 20 • Discipline and Sunset Clause pursuant to CLA Article 27
- 21 • Donation of Vacation and Sick Leave pursuant to CLA Article 6
- 22 • Duration pursuant to CLA Article 41
- 23 • Election to Guild Office pursuant to CLA Article 22
- 24 • Grievance Procedure pursuant to CLA Article 26
- 25 • Holidays pursuant to CLA Article 10
- 26 • Insured Benefits, HRA and VEBA pursuant to CLA Article 25
- 27 • Jury Duty pursuant to CLA Article 5
- 28 • Leave for Examinations pursuant to CLA Article 35

- 1 • Mileage Reimbursement pursuant to CLA Article 24
- 2 • Military Leave pursuant to CLA Article 2
- 3 • Non-Discrimination pursuant to CLA Article 39
- 4 • Organ Donor Leave pursuant to CLA Article 36
- 5 • Public Record Request pursuant to CLA Article 19
- 6 • Savings Clause pursuant to CLA Article 30
- 7 • Sick Leave pursuant to CLA Article 31
- 8 • Training pursuant to CLA Article 44
- 9 • Vacation pursuant to CLA Article 32 and Article 9
- 10 • Waiver Clause pursuant to CLA Article 46
- 11 • Safety Gear and Equipment Allowance pursuant to CLA Article 42

12

13 **ARTICLE 2: GUILD RECOGNITION AND INVESTIGATION RIGHTS**

14 **2.1 Recognition** - The County recognizes the Guild as the exclusive bargaining representative
15 of all regular, probationary, term-limited temporary and temporary employees whose job
16 classifications are in the work units listed in the attached Addendum A.

17 **2.2 Investigation – Guild Employees’ Rights**

18 **A.** In an effort to ensure that investigations made by the County are conducted in a
19 manner which is conducive to good order and discipline, the employees shall be entitled to the
20 protection of what shall hereafter be termed as the “Guild Employees’ Rights.”

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

23 **C.** The employee under investigation must, at the time of an interview, be informed of
24 the name of the person in charge of the investigation and the name of the person who will be
25 conducting the interview.

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

28 **E.** There can be no “off-the-record” questions. Upon request, the employee under

1 investigation shall be provided an exact copy of any written statement the employee has signed.

2 **F.** The employee will be required to answer any questions involving
3 matters under investigation and will be afforded all rights and privileges to which the employee is
4 entitled under the law

5 **G.** Interviewing shall be completed under circumstances devoid of intimidation or
6 coercion.

7
8 **H.** All interviews shall be limited in scope to activities, circumstances, events,
9 conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in
10 this section shall prohibit the Division from questioning the employee about information which is
11 developed during the course of the interview.

12 **I. Personnel Records.**

13 **(1)** A “personnel file” shall be defined as any file pertaining to the bargaining
14 unit employees’ employment status, work history, training, disciplinary records, or other personnel
15 related matters pertaining to the bargaining unit employee. It is further understood that a personnel
16 file does not include material relating to medical records, pre-appointment interview forms, or
17 applicant background investigation documents such as, but not limited to, psychological evaluations.

18 **(2)** Each employee’s personnel file shall be open for review by the employee,
19 provided that employees shall not have the right to review psychological evaluations or supervisor’s
20 notes prepared for the purpose of preparing employee’s evaluations which are destroyed after the
21 evaluation is prepared. The Division shall maintain no secret personnel files not subject to
22 inspection.

23 **(3)** No documents will be placed in an employee’s file without the employee
24 first being provided a copy of the document, with the exception of transactional documents for HR
25 and payroll purposes. Notices of corrective counseling shall not be used toward progressive
26 discipline, except as proof of notice of behavior or performance issues of the employee. .

27
28 **ARTICLE 3: MANAGEMENT RIGHTS**

1 **3.1 General** - The Guild recognizes the prerogatives of the County to operate and manage its
2 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
3 terms and conditions of this Agreement.

4 **3.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
5 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train
6 employees; layoff, discipline and discharge regular employees for just cause; discipline and discharge
7 temporary employees; direct and assign the work; develop and modify classification specifications,
8 allocate positions to those classifications, allocate employees to those positions; determine work
9 shifts and work schedules; schedule and assign overtime work; establish the methods, means and
10 processes by which work is performed; establish rules and procedures; and the right to take whatever
11 actions are necessary in emergencies in order to assure the proper functioning of the work units.
12

13 **ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY**

14 **4.1 Wage Rates** - The classifications of employees covered by this Agreement and the
15 corresponding rates of pay are set forth within Addendum A attached and made a part of this
16 Agreement.

17 **4.2 Step Advancement** - A regular employee may be hired at Step 1 of the wage range
18 covering the classification or above Step-1 as provided under King County Code. . Upon successful
19 completion of the probationary period for the initial hire into the classification, the employee will
20 move from the initial Step hired to the next wage Step in the wage range, if hired at Step 1. Step
21 increases thereafter will be January 1st of each calendar year, provided the employee is off probation
22 by September 30th of the first year, and until the top Step is reached. A regular employee working
23 less than full-time will receive Step increases prorated based on a full-time work schedule..

24 **4.2A Temporary Time-Limited Employees** – a TLT will be hired at Step 1 and may
25 advance to Step 2 on the one-year anniversary of their hire date. Subsequent step increases may be
26 given annually on the date of hire.

27 **4.2B Short-term Temporary Employees** - A short-term temporary employee will be
28 hired at Step 6 and may work no more than 1040 hours in a 12-month period. STT’s advance to Step

1 8 after 2080 straight time hours worked in a position covered by this Appendix. Subsequently the
2 employee shall advance to the next higher step each time another 2080 straight time hours are
3 worked.

4 **4.3 Step on Promotion** - A regular employee who is promoted from one classification to a
5 higher paying classification listed under Addendum A will be placed into the pay Step providing no
6 less than a four and one-half percent (4.5%) increase in their base hourly rate of pay not to exceed the
7 top pay Step of the higher paying classification.

8 **4.4 Temporary/Regular Positions** - Temporary employees will not be used to supplant
9 regular positions.

10 **4.5 Training Pay** – Officers and Dispatchers assigned in writing by management to perform
11 training duties to new hire employees (based on an outline of expected instruction) or to provide in-
12 service training to incumbent employees based on FMD certification of a training plan for incumbent
13 employees will be compensated at the rate of \$1.45 per hour in addition to their base hourly rate for
14 all hours spent in training. No training pay shall be allowed prior to official notification to the
15 trainers of their assignment. Management retains the sole right to determine the number of trainers at
16 any given time and training pay shall only be paid for hours spent training. Training pay will not be
17 authorized for minimal orientation on new employees.

18 **4.6 Shift Differential** - Staff whose regular work shifts begin between the hours of 1:00 pm
19 and 4:59 am will receive a differential of \$0.50 cents per hour for all regular compensated hours
20 worked during those shifts. The shift differential shall not apply to staff who are working overtime
21 shifts.

22
23 **ARTICLE 5: HOURS OF WORK**

24 **5.1 Filling of Vacant Shifts and Vacant Schedules by Full-time Regular Employees** -
25 Full-time regular employees may bid for available vacant regular established shift and/or schedules
26 by classification seniority with the most senior full-time employee having first choice for the shift
27 and/or schedule available for regular full-time employees. In addition, if a part-time position
28 becomes and/or remains vacant after the procedure defined in Section 5.2.1 is complete, the full-time

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

4 **5.2.1 Filling of Vacant Schedules and Vacant Shifts by Part-time Regular Employees -**

5 Part-time regular employees may bid for available regular established part-time shift and/or schedules
6 by classification seniority with the most senior part-time employee having first choice for shift and/or
7 schedules available for regular part-time employees. In addition, part-time regular employees may
8 submit requests for open shifts and/or schedules each month in writing to the Security Manager or
9 designee. The request must be submitted by the tenth day of each month for the next month's open
10 work. If a full-time position becomes and/or remains vacant after the procedure set forth in Section
11 5.2.1 is complete, the part-time regular employees shall be allowed to bid to fill the vacancy by
12 classification seniority. It is understood that employees may be redeployed to different locations or
13 posts at any time prior to or during the shift and that it is the shift and/or schedule that is being bid,
14 not the post or location.

15 **5.2.1.1 Regular Part Time to Full Time/External Hires into the Unit-**

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

20 **5.2.2 Bidding - Minimum Qualifications/Job Performance** - Employees bidding for a new

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

26 **5.3 Change in Schedule** - If a regular employee is removed from their schedule with less
27 than seven days of notice, all hours worked for the first shift of the new work schedule will be at the
28 overtime rate of pay; except, if the removal is due to a performance problem. The seven days of

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

3 **5.4 Shift Trades** - Regular employees may trade shifts with the approval of the Security
4 Chief/designee. Requests for changing shifts must be submitted in writing at least seven days prior to
5 the change. In no case will the trading of a shift result in the payment of overtime wages for anyone
6 involved in the trade.

7 **5.5 Special Shift** - A regular employee who is scheduled to work a “special shift,” as
8 determined by the Security Chief/designee, will receive four hours of straight-time wages if such
9 “special shift” is cancelled with less than 24 hours advance notice. Such payment shall not be used
10 for the purpose of calculating the compensable hours for overtime payment.

11 **5.6 Temporary Employee Schedule Requests** - Temporary employees will submit their
12 requests for shifts in writing to the Security Manager or designee. The request must be submitted by
13 the tenth day of each month for the next month’s available open work. Regardless of the requests
14 submitted by temporary employees, the County reserves the right to assign temporary employees to
15 meet its staffing needs at any time of its choosing. Callout does not apply to temporary employees.

16 **5.7 Schedule** - Is defined as two or more combined shifts that are established by the County
17 and are intended to be on-going.

18 **5.8 Shift** - Is defined as a single block of work during a 24-hour period.

19 **5.9 Meal and Rest Periods** - Pursuant to RCW 49.12.187, the County and the Guild agree to
20 specifically supersede in total the State provisions regarding meal and rest periods. While the County
21 will try to provide meal and rest periods during a shift, meal and rest periods may occur at different
22 times due to work requirements and may be missed due to a work emergency. The employee
23 receives pay for their shift, including meal and rest periods. If a meal or rest period is missed, no
24 additional pay will be provided.

25

26 **ARTICLE 6: OVERTIME AND PREMIUMS**

27 **6.1 Overtime** - An employee on a 5-8 (five days, eight hours per day) work schedule will be
28 compensated at the contract overtime rate for all additional hours worked in excess of the eight

1 regular compensated hours per day or the 40 regular compensated hours per workweek. **6.1.1** An
2 employee on a 4-10 (four days, 10 hours per day) work schedule will be compensated at the contract
3 overtime rate for all additional hours worked in excess of the 10 regular compensated hours per day
4 or the 40 regular compensated hours per workweek.

5 **6.2 The Contractual Overtime Rate** for each overtime hour worked shall be one and one-
6 half times the combined amount of the employee's hourly base rate of pay and any applicable pay
7 premiums in effect at the time the overtime is worked (known as "time and one half"). If the Fair
8 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
9 employee shall be paid the higher rate of pay pursuant to the FLSA.

10 **6.3 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-
11 time regular, then part-time regular employees prior to all other employees except in those instances
12 where regular employees are not readily available, or when it is an extension of the workday for an
13 employee. Readily available is defined as the employee not being on a leave status and is present at
14 work or at home when called at the time the overtime work is being scheduled and is in the work unit
15 in which the overtime will be worked.

16 **6.3.1 Cancellation of Scheduled Overtime Work** - Employees who do not receive personal
17 notification of cancellation at least three (3) hours prior to scheduled overtime work, shall receive
18 two (2) hours at the overtime rate of pay.

19 **6.4 Eight Hour Break** An employee who is called in to work prior to their next regularly
20 scheduled shift and works no less than 12 hours overtime without at least eight hours break before the
21 start of their next regularly scheduled shift will, upon request, be relieved of any requirement to work
22 their next regularly scheduled shift. The employee can be directed by the County, for safety reasons,
23 to not work their next regularly scheduled shift. In either of the above instances, the employee will
24 receive overtime pay for all such overtime hours worked but may receive no pay for the regularly
25 scheduled shift from which they were relieved.

26 **6.5 Compensatory Time Off** - Compensatory time off in lieu of overtime pay will be by
27 written mutual agreement between the employee and the manager/designee. The request to earn
28 compensatory time off must be initiated by the employee. Compensatory time off is subject to

1 accrual and use in accordance with the Personnel Guidelines. Compensatory time off will be earned
2 under the same conditions as overtime in accordance with Section 6.1. All unused compensatory
3 time off not used by the end of the first pay period in December of each calendar year, shall be
4 cashed out to the employee in the paycheck that includes December 31st.

5 **6.6 Overtime Authorization** - All overtime will be authorized in advance by the Security
6 Manager or their designee in writing, except in emergencies. Saturday and Sunday work will not be
7 considered overtime when it is a regularly scheduled workday for the employee.

8 **6.7 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for
9 each callout of a regular full-time or regular part-time employee. Where such overtime exceeds four
10 hours, the actual hours worked will be paid at the overtime rate. Temporary employees are not
11 eligible for callout pay.

12 **6.8 Callout** - A “callout” will be defined as a circumstance where an employee has left the
13 work premises and is subsequently required to report back to work prior to their normally scheduled
14 shift. An employee who is called out before the commencement of their regular shift will be
15 compensated in accordance with the provisions of Section 6.7; provided, however, in the event the
16 employee is called back to work within four hours of his/her regular shift, the employee will be
17 compensated at the overtime rate for only the hours immediately preceding the start of their regular
18 shift. Scheduled overtime shall not be considered a callout.

19 **6.9 Standby Pay** - An employee assigned to standby status on non-duty days, by written
20 authority of the Security Manager or their designee, will be entitled to four hours of pay at the
21 overtime rate for each 24-hour period or major portion thereof while on standby status. Any work
22 performed on non-duty days while on standby status will be compensated at the overtime rate for
23 actual time worked. An employee who is required in writing to be readily available to be called into
24 work and/or who is required to be reachable by cell phone or email outside of their regular work
25 hours will be considered to be on standby status.

26 **6.10 Work Related Calls Off Duty** - If an employee who is not on standby accepts a work-
27 related telephone call, and as a result performs a minimum of eight minutes of work, the employee
28 will be paid for 15 minutes at the overtime rate, or for the actual work time, whichever is greater. If

1 the employee returns to work as a result of the call, the provisions of Sections 6.7 and 6.8.1 will
2 apply. The County may request documentation of the timing and nature of the telephone call. It is
3 understood that employees who are not on call are not required to be available to respond to work-
4 related calls during their off-duty time.

5
6 **ARTICLE 7: HOLIDAY ADMINISTRATION**

7 **7.1 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have
8 two hours of their accrued vacation leave applied in order to be compensated 10 hours for each
9 holiday. As an alternative, employees working a 4-10 work schedule may have their schedule
10 changed by the County to a 5-8 work schedule during weeks which have a holiday -

11 **7.2 Premium Pay** - Work performed by a comprehensive leave eligible employee on a
12 holiday shall be paid at a premium of one-half times the employee's base hourly rate of pay, in
13 addition to the holiday pay, for all hours worked on the holiday.

14
15 **ARTICLE 8: VACATION ADMINISTRATION**

16 **8.1 Partial Day Increments** - Vacation leave may be used in one-quarter hour increments at
17 the discretion of the Security Manager or their designee.

18 **8.2 Vacation Scheduling** - The Security Manager or their designee will be responsible for
19 scheduling the vacation of employees in such a manner as to achieve the greatest vacation
20 opportunity for the employees while maintaining the efficient functioning of the work unit.

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

25 **8.3 Notification While on Paid Vacation** -

26 If a comprehensive leave eligible employee is injured or becomes ill while on paid vacation or
27 compensatory time off, in order to receive sick leave for that time, they must notify the Security
28 Manager or their designee on the first day of the injury or illness, either by telephone or fax, or by

1 letter postmarked the first day of the injury or illness. However, if it is physically impossible to give
2 the required notice on the first day, notice must be sent as soon as possible and must be accompanied
3 by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of
4 the injury or illness, while on vacation or compensatory time off must be presented regardless of the
5 number of days involved.

7 **ARTICLE 9: SICK LEAVE ADMINISTRATION**

8 **9.1 Partial Day Increments** - Sick leave may be used in one-quarter hour increments at the
9 discretion of the Security Manager or their designee.

10 **9.2 Pay upon Separation Special Provision**- Except as modified by a VEBA agreement, a
11 regular employee - who completed five (5) years of continuous service as a Security Officer, Security
12 Dispatcher or Security Sergeant, is at least 65 years of age, and is ineligible to participate in a
13 Washington State retirement plan (e.g. PERS or LEOFF), and who separates employment or who
14 separates by reason of death will be paid, or their estate as provided for by RCW Title 11, as
15 applicable, an amount equal to 35 percent of their unused, accumulated sick leave multiplied by the
16 employee's base hourly rate of pay in effect upon the date of leaving County employment, less
17 mandatory withholdings.

18 **9.3.1 Temporary Transfer** - If an employee requests intermittent leave or leave on a
19 reduced leave schedule, pursuant to Coalition Labor Agreement, Article 11, that is foreseeable based
20 on planned medical treatment, the Security Manager or their designee may require the employee to
21 transfer temporarily to an available alternative position for which the employee is qualified and that
22 has equivalent pay and benefits and that better accommodates recurring periods of leave than the
23 regular position of the employee.

25 **ARTICLE 10: SENIORITY – PROBATION – LAYOFF AND RECALL**

26 **10.1 Seniority Rights** – Regular employees will be afforded the right to utilize their seniority
27 as hereinafter defined for the purposes specifically provided for within this Agreement.

28 **10.2 Probation** – An employee will be recognized as having attained seniority and regular

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

10 **10.2.1** An employee who is recalled from layoff within two years or is rehired within one year
11 will have their classification seniority restored upon successful completion of probation.

12 **10.2.3 Resumption of Probationary Period Upon Recall From Layoff** – In the event a
13 regular employee is laid off during their probation period and is subsequently recalled to their
14 classification within 90 calendar days from the date of layoff, they will be credited with all days
15 previously worked for purposes of satisfying their probation period and establishing their resultant
16 classification seniority date.

17 **10.3 Seniority Accrual While on Leave Due to Illness or Injury** – An employee will
18 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
19 who is unable to work because of a non-work-related injury or illness will not accumulate seniority
20 during an unpaid leave of absence. However, if the employee is on approved FMLA and/or KCFML
21 qualified leave, seniority shall continue to accrue for up to 18 workweeks of the qualified unpaid
22 leave period.

23 **10.3.1 Seniority Accrual While on Leave Without Pay** – An employee on an approved
24 unpaid leave of absence of 30 calendar days or longer will not accumulate seniority credits during
25 such absence except as provided under Section 13.3.

26 **10.4 Promotion and Transfer** – When a regular employee is promoted or transferred out of
27 the bargaining unit and is no longer covered under this Agreement and returns to the bargaining unit
28 within 12 months of the promotion or transfer, the employee will resume their seniority which they

1 had on the date of the promotion or transfer.

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

8 **10.5 Seniority will be defined as follows:**

- 9 • “**Classification Seniority**” will be defined as regular employee’s total length of
10 service within a specific classification covered by this Agreement.
11 • “**Bargaining Unit Seniority**” for purposes of this Agreement, will be defined as a
12 regular employee’s total length of service within a classification(s) covered by this Agreement.
13 • “**County Seniority**” will be defined as a regular employee’s total length of service
14 with the County in a career service position.

15 **10.6 Forfeiture of Seniority** – Seniority rights will be forfeited for any of the following
16 causes:

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

24 **10.7 Reduction in Work Force Procedure** – In the event of a reduction-in-force, the County
25 will lay off the regular employee in the classification affected who has the least Classification
26 Seniority. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary
27 employees in the classification will be separated first, and part-time regular employees will be laid-
28 off before full-time regular employees. Where two or more regular employees have the same

1 Classification Seniority, the more senior employee will be the one who has the most County
2 seniority.

3 **10.8 Bumping Rights** – The regular employee will be permitted to use their bargaining unit
4 seniority to displace or “bump out” the least senior regular employee, occupying a classification
5 within which the bumping regular employee had previously attained seniority status.

6 **10.8.1 Displaced Employees** – A regular employee who becomes displaced due to another
7 regular employee’s exercise of Section 10.8, will also be afforded the right to displace or “bump out”
8 the least senior regular employee occupying a bargaining unit classification within which the
9 bumping regular employee had previously attained seniority status.

10 **10.9 Recall from Layoff** – A regular employee displaced due to a reduction-in-force will be
11 recalled to their classification in the inverse order of lay off subject to their ability to perform the
12 work of the position for which the employee is recalled. A regular employee will be removed from
13 the recall list after two years from the date of layoff, or the employee is recalled, or the employee
14 fails to accept or report to work after being recalled, or if the employee requests to be removed from
15 the recall list.

16
17 **ARTICLE 11: MISCELLANEOUS**

18 **11.1 Seniority Lists** – The County will transmit to the Guild a current listing of all employees
19 each year, upon written request. Such list will indicate the name of the employee, job classification,
20 classification seniority date and work unit.

21 **11.2 Rain Gear** – The County will provide appropriately individualized rain gear for all
22 employees working in inclement weather as needed. Rain gear will be replaced for normal wear and
23 tear per the Division’s policy and guidelines.

24 **11.3 King County/King County Security Guild Labor-Management Committee(s)** – The
25 County and the Guild recognizes the importance of a collective bargaining and employee relations
26 climate in the County that encourages cooperative efforts and joint problem-solving amongst all
27 involved parties to better serve the public, increase productivity, reduce waste, improve safety,
28 improve morale, and recruit, train and retain quality employees. In the interest of meeting these

1 challenges, the County and the Guild agrees to establish a labor-management committee that shall
2 meet not less than quarterly, or as requested by the parties.

3 **11.4 Pay Practices** – The parties agree the County has the right to standardize pay practices
4 and Fair Labor Standards Act workweeks. The parties agree that applicable provisions of the
5 collective bargaining agreement may be re-opened at any time during the life of this agreement by the
6 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

7 **11.5 Guild President** – Guild President or designee may conduct representational
8 responsibilities including attending grievance, Weingarten and Loudermill meetings during their
9 regular scheduled shift, without a loss of regular compensation, and if excused from work by the
10 Security Manager or their designee.

11 **11.6 Safety** – The County, Guild and employees agree to comply with all applicable safety
12 laws and regulations. In the event an employee discovers or identifies an unsafe condition they will
13 immediately notify the Security Manager or their designee. No employee will be disciplined for
14 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
15 unsafe environment.

16 **11.7 Parking** – The County agrees to provide County garage parking at no cost to bargaining
17 unit employees who are assigned to work in the Downtown Courthouse Complex. Employees shall
18 be taxed on parking benefits beyond the maximum allowable limits, pursuant to federal law.

19 **11.8** If the County establishes a new classification within the Security Officer classification
20 series (defined as from Security Officer to Security Sergeant or equivalent to any existing positions),
21 the County agrees to recognize the Guild as the exclusive bargaining representative for the new
22 classification, provide the Guild with copies of the new class specification, and re-open negotiations
23 to establish the appropriate pay range.

24 **11.9 Background Check** – As a condition of employment, all employees are required to pass
25 a background check including a fingerprint-based background check as required by the County
26 pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass
27 the background check, or revocation of CJIS access, will be just cause to separate the employee from
28 the County. All employees are required to self-report any instance when they have been arrested

1 and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good
2 cause presented by the employee as soon as possible after the arrest and/or charge, is cause for
3 discipline.

4 **11.10 Reimbursement for Lost/Damaged Personal Property** – The County shall reimburse
5 for loss or damage to personal property, pursuant to County Policy.

6 **11.11 Safety Gear and Equipment Allowance** - Pursuant to Coalition Labor Agreement,
7 Article 42. Beginning January 1, 2022, the County will require employees in this bargaining unit to
8 wear safety footwear that meets mutually agreed to standards developed through the Parties’ Labor
9 Management Committee and will reimburse employees up to a total of two hundred dollars (\$200.00)
10 per calendar year, per employee, in accordance with the Agency’s policy and procedures.

11
12 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

13 **12.1 Work Stoppages** - The County, the Council, and the Guild agree that the public interest
14 requires efficient and uninterrupted performance of all County services and to this end pledge their
15 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Guild will
16 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
17 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
18 County functions by employees under this Agreement and should same occur, the involved Guild will
19 take appropriate steps to end such interference. Any concerted action by any employee in any
20 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have
21 occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be
22 considered as an automatic resignation. Such a resignation may be rescinded by the department head
23 if the employee presents satisfactory reasons for their absence within three calendar days of the date
24 their automatic resignation became effective.

25 **12.2 County Protection** - Upon notification in writing by the County to the Guild that any of
26 its members are engaged in a work stoppage, the Guild will immediately, in writing, order such
27 members to immediately cease engaging such work stoppage and provide the County with a copy of
28 such order. In addition, if requested by the County, a responsible official of the Guild will publicly

1 order such Guild members to cease engaging in such work stoppage.

2 **12.3 Discipline** - Any employee participating in such work stoppage or in other ways
3 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
4 the County’s work rules up to and including discharge, suspension, or other disciplinary action as
5 may be deemed applicable to such employee.

6
7
8
9

10 For King County Security Guild:

11
12 DocuSigned by:
Scott D. Smith
13 53F5049E1D494CB...

14 Scott Smith, President

15
16 DocuSigned by:
Sydney D Vinnedge (V Cas to form)
17 A15C18E86FE041C...

18 Syd Vinnedge, Chief Counsel

19
20 For King County:

21
22 DocuSigned by:
Nancy Corado
23 25604F2BDE904EE...

24 Nancy Corado
25 Labor Relations Negotiator
26 Office of Labor Relations, Executive Office
27
28

1 cba Code: 460

Union Code: T21

2 ADDENDUM A

3 WAGES

5 Job Class Code	6 PeopleSoft Job Code	7 Classification Title	8 Pay Range	
5220100	522502	Security Officer	39	1-2-3-4-5 *
5220500	520502	Security Officer - Dispatch	41	1-2-3-4-5 *
5220400	522901	Security Sergeant	45	1-2-3-4-5 *
9 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Certificate Of Completion

Envelope Id: DDA8AD1CE60042BFA651134A0367D7EF	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 460 - 460CLAC0122.pdf	
Source Envelope:	
Document Pages: 19	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 198.49.222.20

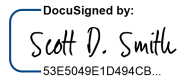
Record Tracking

Status: Original	Holder: Carolyn Coleman	Location: DocuSign
7/8/2022 5:40:33 PM	carolyn.coleman@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

Signer Events

Scott D. Smith
 Scott.Smith@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

 53E5049E1D494CB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 146.129.74.201

Timestamp

Sent: 7/8/2022 5:45:38 PM
 Viewed: 7/11/2022 5:40:54 AM
 Signed: 7/11/2022 5:59:04 AM

Electronic Record and Signature Disclosure:
 Accepted: 7/11/2022 5:40:54 AM
 ID: c7180309-e7a8-4ef0-b9a8-433f4c8a56d2

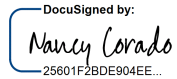
Sydney D Vinnedge IV (as to form)
 sydney@vinnedge.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 A15C18E86FE041C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 94.140.8.164

Sent: 7/8/2022 5:45:38 PM
 Viewed: 7/11/2022 9:12:58 AM
 Signed: 7/11/2022 3:07:55 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/11/2022 9:12:58 AM
 ID: 5f5a980b-a7ab-4944-8d5b-0868cd13e4ba

Nancy Corado
 ncorado@kingcounty.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 25601F2BDE904EE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Sent: 7/11/2022 3:07:57 PM
 Viewed: 7/11/2022 3:08:44 PM
 Signed: 7/11/2022 3:09:02 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	7/8/2022 5:45:38 PM
Certified Delivered	Security Checked	7/11/2022 3:08:44 PM
Signing Complete	Security Checked	7/11/2022 3:09:02 PM
Completed	Security Checked	7/11/2022 3:09:02 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.