

December 8, 1995  
211:00195

LARRY PHILLIPS  
Introduced by BRIAN DERDOWSKI

Proposed No. 96 - 036

ORDINANCE NO. 12128

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Public Safety Employees, Local 519, North Rehabilitation Facility Employees, representing employees in the Department of Public Health, and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and Public Safety Employees, Local 519, North Rehabilitation Facility Employees, representing employees in the department of public health and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1995, through and including December 31, 1997.

INTRODUCED AND READ for the first time this 18<sup>th</sup> day of December, 19 95.

PASSED by a vote of 10 to 0 this 29<sup>th</sup> day of January, 19 96.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hynes  
Chair

ATTEST:

Gerald G. Fisher  
Clerk of the Council

APPROVED this 7<sup>th</sup> day of February, 19 96.

Greg Laska  
King County Executive

Attachment:  
Collective Bargaining Agreement

AGREEMENT BETWEEN

KING COUNTY

AND

PUBLIC SAFETY EMPLOYEES - LOCAL 519

*NORTH REHABILITATION FACILITY EMPLOYEES*

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1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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3       Section 1. *Jurisdiction*: The County Council recognizes the signatory organization as  
4 representing those employees whose job classifications are listed in the attached Addendum A.

5       Section 2. *Union Security*: It shall be a condition of employment that all regular full-  
6 time and regular part-time employees who are members of the Union on the effective date of this  
7 Agreement, shall remain members in good standing, or pay an agency fee to the Union for their  
8 representation to the extent permitted by law.

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10       It shall be a condition of employment that regular full-time and regular part-time  
11 employees covered by this Agreement and hired on or after its effective date shall, on the  
12 thirtieth (30th) day following such employment, become and remain members in good standing  
13 in the Union, or pay an agency fee to the Union for their representation to the extent permitted by  
14 law.

15       Provided, that employees with a bona fide religious objection to union membership  
16 and/or association based on the bona fide tenets or teachings of a church or religious body of  
17 which such employee is a member shall not be required to tender those dues or initiation fees to  
18 the Union as a condition of employment. Such employee shall pay an amount of money  
19 equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed  
20 upon between the public employee and the Union. The employee shall furnish written proof that  
21 payment to the agreed upon non-religious charity has been made. If the employee and the Union  
22 cannot agree on the non-religious charity, the Public Employment Relations Commission shall  
23 designate the charitable organization. It shall be the obligation of the employee requesting or  
24 claiming the religious exemption to show proof to the Union that he/she is eligible for such  
25 exemption.  
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27       All initiation fees and dues paid either to the Union or charity shall be for non-political  
28 purposes.  
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1        **Section 3. Dues Deduction:** Upon receipt of written authorization individually signed  
2 by a bargaining unit employee, the County shall have deducted from the pay of such employee  
3 the amount of dues as certified by the secretary of the signatory organization and shall transmit  
4 the same to the treasurer of the signatory organization.

5        The signatory organization will indemnify, defend, and hold the County harmless against  
6 any claims made and against any suit instituted against the County on account of any check-off  
7 of dues for the signatory organization. The signatory organization agrees to refund to the County  
8 any amounts paid to it in error on account of check-off provision upon presentation of proper  
9 evidence thereof.

10        **Section 4. Union Membership Form:** The County will require all new employees, hired  
11 in a position included in the bargaining unit to sign a form (in triplicate), which will inform them  
12 of the union's exclusive recognition.

13        **Section 5. Bargaining Unit Roster:** The County will transmit to the Union a current  
14 listing of all employees in the bargaining unit within thirty (30) days of request for same but not  
15 to exceed twice per calendar year. Such list shall include the name of the employee,  
16 classification, department and salary.  
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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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3 It is recognized that the Employer retains the right to manage the affairs of the County  
4 and to direct the work force. Such functions of the Employer include, but are not limited to:

- 5 a) determine the mission, budget, organization, number of employees, and internal  
6 security practices of the Department;
- 7 b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and  
8 determine the time and methods of such action, discipline, suspend, demote, or dismiss  
9 employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to  
10 the grievance procedure and just cause provisions of Article 12;
- 11 c) assign and direct the work force;
- 12 d) develop and modify class specifications;
- 13 e) determine the method, materials, and tools to accomplish the work;
- 14 f) designate duty stations and assign employees to those duty stations;
- 15 g) reduce the work force;
- 16 h) establish reasonable work rules;
- 17 i) assign the hours of work;
- 18 j) take whatever actions may be necessary to carry out the Department's mission in  
19 case of emergency.  
20

21 In prescribing policies and procedures relating to personnel and practices, and to the  
22 conditions of employment, the Employer will comply with state law to negotiate or meet and  
23 confer, as appropriate. However, the parties agree that the Employer retains the right to  
24 implement any changes to policies or practices that are not mandatory subjects of bargaining.  
25

26 All of the functions, rights, powers, and authority of the Employer not specifically  
27 abridged, deleted, or modified by this Agreement are recognized by the Union as being retained  
28 by the Employer.  
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1 **ARTICLE 4: HOLIDAYS**

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3 The County shall continue to observe the following paid holidays:

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	COMMONLY CALLED:
New Year's Day	1st day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	25th day of December

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17 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW  
18 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour seven  
19 day per week operation shall observe the following four (4) holidays on the specific dates listed  
20 below. For these specific named holidays, overtime will be paid only on the dates listed below:  
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Holiday	Date of Observance and Overtime Payment
New Year's Day	First of January
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-Fifth of December

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1           **Section 2. Overtime Payment:** All employees shall take holidays on the day of  
2 observance unless their work schedule requires otherwise for continuity of services, in which  
3 event, they shall be paid at one and one half (1-1/2) times the regular rate for any shift that begins  
4 on a holiday, in addition to the regular holiday pay.

5           **Section 3. Floating Holiday:** Each employee shall receive two (2) additional personal  
6 holidays to be administered through the vacation plan. One day shall be granted on the first of  
7 October and one day on the first of November of each year. These days can be used in the same  
8 manner as any vacation day earned.

9           **Section 4. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to  
10 and the day following a holiday to be eligible for holiday pay.

11           **Section 5. Pro-Rata Benefits:** Regular part-time employees will receive holiday  
12 benefits based upon the ratio of hours actually worked (less overtime) to a standard work year.  
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1 **ARTICLE 5: VACATIONS**

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3 **Section 1. Accrual - 40 Hour Employees:** Regular full-time employees working 40  
4 hours per week, shall receive vacation benefits as indicated in the following table:

5 <b>Years of Continuous Service</b>	6 <b>Monthly Vacation Credit</b>	7 <b>Equivalent Annual Vacation Credit</b>	8 <b>Maximum Vacation Accumulation Allowed</b>
9 Upon completion of 10 one (1) year of 11 service		(80 hrs) 10 days	
12 More than one (1) 13 but less than three 14 (3) years of 15 continuous service	(6.66 hrs) .833 days	(80 hrs) 10 days	(160 hrs) 20 days
16 Less than twelve 17 (12) years of 18 continuous service. 19 More than (3) years 20 of continuous 21 service	(10 hrs) 1.25 days	(120 hrs) 15 days	(240 hrs) 30 days
22 Twelve (12) years 23 or more of 24 continuous service 25 and over	(13.33 hrs) 1.66 days	(160 hrs) 20 days	(320 hrs) 40 days

26 **Section 2. Monthly Accrual:** Employees with one or more continuous years of  
27 service shall accrue vacation benefits monthly.

28 **Section 3. Accrual Based on Hours Worked:** Vacation benefits for regular, part-time  
29 employees will be established based upon the ratio of hours actually worked (less overtime) to a  
standard work year. For example:

1 (a) ***Part Time Employees:*** If a regular, part-time employee normally works four hours  
2 per day in a unit that normally works eight hours per day, then the part-time employee would be  
3 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent  
4 number of years service.

5 **Section 4. No County Employment While on Vacation:** No person shall be permitted to  
6 work for compensation for the County in any capacity during the time when vacation benefits  
7 are being drawn.

8 **Section 5. Vacation Increments:** Vacation may be used in one-half hour increments at  
9 the discretion of the department director or his/her appointed designee.

10 **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason,  
11 the employee will be paid for unused vacation credits up to a maximum allowable accumulated  
12 vacation, provided that PERS I employees shall not receive payment for more than 240 hours at  
13 retirement. Accrued amounts in excess of 240 hours must be used prior to the date of retirement  
14 or be lost. Vacation payoff shall be calculated by utilizing the employee's base wages as set forth  
15 in Addendum C. The hourly rate shall be determined by dividing the annual rate of pay by the  
16 number of work hours in that year.

17 **Section 7. Extra Help Employees:** Extra-help employees will not be granted vacation  
18 benefits.

19 **Section 8. Loss of Monthly Accrual:** No employee shall earn a month's vacation credit  
20 during a month when the employee is absent without pay more than three (3) working days,  
21 provided, however, that discipline resulting in suspension not exceeding ten (10) working days  
22 shall not serve to reduce vacation credit. An employee shall not be granted vacation benefits if  
23 not previously accrued.

24 **Section 9. Payment Upon Death of Employee:** In cases of separation by death, payment  
25 of unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as  
26 provided by RCW, Title II.  
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1           **Section 10. Excess Vacation:** All employees may continue to accrue additional vacation  
2 beyond the maximum specified herein if, as a result of cyclical workloads or work assignments,  
3 accrued vacation will be lost. Employees who leave King County employment for any reason  
4 will be paid for their unused vacation up to the maximum specified herein. Employees shall  
5 forfeit the excess accrual prior to December 31st of each year.

6           **Section 11. Vacation Preference:** In accordance with past practice, vacation shall be  
7 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of  
8 the employee with the approval of the Division Commander. Employees who are transferred  
9 involuntarily, and who have already had their vacation request approved as specified above, will  
10 be allowed to retain that vacation period regardless of their seniority within the new shift, squad,  
11 or unit to which they are transferred.

12           **Section 12. Vacation Transfer:** A higher-paid employee (including premium pay) may  
13 transfer a portion of his/her accrued vacation to a non-probationary employee of equal or lesser  
14 pay upon written request, including an absence request, to his/her supervisor. Such transfer shall  
15 be in eight (8) hour increments and shall not exceed the transferring employee's accrued vacation  
16 on the books as of the date of the request, nor shall it exceed the maximum vacation accrual  
17 allowed the employee receiving the transfer. The amount transferred must be used within ninety  
18 (90) calendar days following the date of transfer, provided that vacation transferred is excluded  
19 from vacation payoff provisions of this Agreement.  
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1 **ARTICLE 6: SICK LEAVE**

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3       **Section 1. Accrual:** Every regular full-time and part-time employee shall accrue sick  
4 leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of  
5 the employee's position; except that sick leave shall not begin to accrue until the first of the  
6 month following the month in which the employee commenced employment. The employee is  
7 not entitled to sick leave if not previously earned.

8       As an example of the above formula, an employee whose annual work schedule is 2080  
9 hours shall accrue sick leave monthly at a rate of .00384615 times 2080, or 8 hours per month.

10       **Section 2. Loss of Accrual:** No employee shall earn sick leave credit during a month  
11 when the employee is absent without pay more than three (3) working days, provided, however,  
12 that discipline resulting in suspension not exceeding ten (10) working days shall not serve to  
13 reduce sick leave credit.

14       **Section 3. Sick Leave Extension:** After the first six months of full-time service, a  
15 regular employee may, at the division manager's discretion, be permitted to use up to five days of  
16 vacation as an essential extension of used sick leave. If an employee does not work a full twelve  
17 months, any vacation credit used for sick leave must be reimbursed to the County upon  
18 termination.

19       **Section 4. Increments:** Sick leave may be used in one-half hour increments at the  
20 discretion of the division manager or department director.

21       **Section 5. No Sick Leave Limit:** There shall be no limit to the hours of sick leave  
22 benefits accrued by an employee.

23       **Section 6. Verification of Illness:** Department management is responsible for the proper  
24 administration of the sick leave benefit. Verification of illness from a licensed physician may be  
25 required for any requested sick leave absence.

26       **Section 7. Separation from Employment:** Separation from County employment except  
27 by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel  
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1 all sick leave currently accrued to the employee. Should the employee resign in good standing or  
2 be laid off and return to the County within two years, accrued sick leave shall be restored.

3 **Section 8. Pregnancy Disability:** Accrued sick leave may be used for absence due to  
4 temporary disability caused by pregnancy.

5 **Section 9. Sick Leave Cashout:** King County will reimburse those employees who have  
6 at least five (5) years service and retire as a result of length of service or who terminate by death,  
7 twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30)  
8 days. All payments shall be made in cash, based on the employee's base rate, and there shall be  
9 no deferred sick leave reimbursement.

10 **Section 10. Maximum Compensation:** Employees injured on the job may not  
11 simultaneously collect sick leave and workers' compensation payments in a total amount greater  
12 than the net regular pay of the employee. Provided that employees who qualify for workers'  
13 compensation may receive payments equal to net regular pay.

14 **Section 11. Uses of Sick Leave:** Employees are eligible for payment on account of  
15 illness for the following reasons:

- 16
- 17 (1) Employee illness;
  - 18 (2) Noncompensable injury of an employee (e.g., those injuries generally not eligible  
19 for worker's compensation payments);
  - 20 (3) Employee disability due to pregnancy or childbirth;
  - 21 (4) Employee exposure to contagious diseases and resulting quarantine;
  - 22 (5) Employee keeping medical, dental, or optical appointments.

23 **Section 12. Family Care and Bereavement Leave:**

24 (a.) Regular, full-time employees shall be entitled to three (3) working days (24 hours) of  
25 bereavement leave a year due to death of members of their immediate family.

26 (b.) Regular, full-time employees who have exhausted their bereavement leave, shall be  
27 entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death  
28 occurs to a member of the employee's immediate family.  
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1 (c.) Employees may use Family Medical Leave as provided by King County Ordinance.

2 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave  
3 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours  
4 of sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)  
5 additional hours credited to their vacation account. Employees who have used more than sixteen  
6 (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited  
7 to their vacation account. The additional vacation credits specified herein shall not affect sick  
8 leave amounts.

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1 **ARTICLE 7: WAGE RATES**

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3 **Section 1. Rates of Pay:** Wage rates for 1995 shall be as listed in Addendum A and  
4 shall be effective beginning January 1, 1995.

5 **Section 2. Cost of Living Adjustments:**

6 (a) Effective January 1, 1996, wage rates in effect on December 31, 1995 for all  
7 classifications in the bargaining unit shall receive a percentage increase equal to the increase  
8 granted to Corrections Officers. The parties acknowledge that the granting of increases equal to  
9 those of Corrections Officers is non precedential and that this section lapses upon the expiration  
10 of this contract.  
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12 (b) Effective January 1, 1997, wage rates in effect on December 31, 1996 for all  
13 classifications in the bargaining unit, shall receive a percentage increase equal to the increase  
14 granted to Corrections Officers. The parties acknowledge that the granting of increases equal to  
15 those of Corrections Officers is non precedential and that this section lapses upon the expiration  
16 of this contract.

17 **Section 3. Step Increases:** Employees will receive step increases annually in accordance  
18 with Addendum A. Employees currently on Step 6 will progress to Step 7 in 1995 based on their  
19 anniversary date.  
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1 **ARTICLE 8: OVERTIME**

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4 **Section 1. Overtime:**

5 Computation of overtime rate is as follows:

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Hours Per Day	Hours Per Week	Hours Per Month
8.0	40	174

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10 Divide monthly salary by the hours for the appropriate work schedule and multiply result  
11 by time and one-half (1.5X). Example: Employee works a seven hour day (35 Hour Work  
12 Week). The salary is \$2000.00 per month. Divide \$2000 by 152 hours and multiply by 1.5X =  
13 \$19.74 per hour overtime.

14 **Section 2. Callouts:** A minimum of four (4) hours at the overtime rate shall be allowed  
15 for each call out. Where such overtime exceeds the minimum number of hours, the actual hours  
16 worked shall be allowed at overtime rates. In addition, call out pay shall apply to employees  
17 subpoenaed to court while on furlough or vacation.

18 (a) **Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall be  
19 allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked  
20 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the  
21 purposes of testifying in court. If the session starts less than two (2) hours before or after the  
22 shift, it will be considered a shift extension for court. Employees will be compensated for the  
23 amount of time spent before or after their shift.

24 (b) **Training:** In the event that the department requires an employee to attend a  
25 mandatory training session, and such training is not directly before or after a shift or during a  
26 shift, then a two hour minimum callout will be paid.  
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1           **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department  
2 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a  
3 regularly scheduled work day for the individual crew.

4           **Section 4. Emergency Work:** Emergency work at other than the normal scheduled  
5 working hours, or special scheduled working hours not enumerated above, shall be credited as  
6 such. This unscheduled and emergency overtime will be compensated as overtime, and in the  
7 event this overtime work is accomplished prior to the normal working hours and the employee  
8 subsequently works his/her regular shift, his/her regular shift shall be compensated at regular  
9 time.

10           **Section 5. Minimum Standards Set By Law:** If any provision of this article conflicts  
11 with minimum standards established by RCW 49.46 then that provision shall be automatically  
12 amended to provide the minimum standards.

13           **Section 6. Work Week:** For the purpose of calculating overtime compensation, an  
14 employee's work week shall be defined as beginning with the first day of work after a furlough  
15 day and continuing for a total of seven (7) consecutive days. Also, the work day shall be defined  
16 as beginning with the first hour of work and continuing for a total of twenty-four (24)  
17 consecutive hours. Provided, the above provisions will not apply during normal quarterly shift  
18 rotation or in bona fide emergency situations.

19           **Section 7. Compensatory Time:** An employee may request compensatory time in lieu of  
20 overtime pay. Compensatory time shall be accrued on the basis of one and one-half times the  
21 hours worked. Provided however, employees who are on a seven hour work day schedule shall  
22 accrue the compensatory time on a straight time basis for the first hour beyond their normal shift  
23 and thereafter shall accrue compensatory time on a time and one-half basis. As an example, if an  
24 employee whose normal work day is seven hours, works nine hours in a day, that employee shall  
25 accrue one hour of compensatory time for the eighth hour in the work day and one and one-half  
26 additional hours for the ninth hour for a total of two and one-half hours of compensatory time.  
27 No employee may accrue more than forty (40) hours of compensatory time at any given time.  
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1 The ability to use compensatory time shall be subject to normal vacation scheduling and at the  
2 discretion of management. Employees must use all accrued compensatory time prior to  
3 termination. There shall be no cash out of compensatory time. The employer agrees to publish  
4 documentation requirements as part of its policy and procedures manual.

5       **Section 8. Voluntary Training:** Employees who request training on a voluntary basis  
6 will not be paid for study time associated with said training, nor will overtime compensation be  
7 paid for workdays that extend beyond the normal contractual workday if said workday is part of  
8 the normal training schedule, provided, however, employees who are required to attend by the  
9 Department will be paid overtime pursuant to the overtime provisions of this agreement.

10       **Section 9. Overtime Scheduling:** In those instances wherein the need for overtime on  
11 the next shift is created by unanticipated absences e.g., sick leave, permanent full-time Special  
12 Detention Attendants who are currently on duty will be offered the overtime before part-time or  
13 extra-help persons. Said overtime shall be offered to the shift on a seniority basis, with the  
14 overtime being offered to the most senior employee first. If no full-time permanent employees  
15 want the overtime then it will be offered to the extra-help or part-time employees.  
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1 ARTICLE 9: HOURS OF WORK

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3 Section 1. The working hours of the classifications affected by this Agreement shall be  
4 the equivalent of forty (40) hours per week on an annualized basis.

5 Section 2. Work Schedules: The establishment of reasonable work schedules and  
6 starting times is vested solely within the purview of department management and may be  
7 changed from time to time provided a two (2) week prior notice of change is given, except in  
8 those circumstances over which the Department cannot exercise control. PROVIDED: the  
9 required two (2) calendar week (or ten (10) working days) notification period shall not  
10 commence until the employee has received verbal or written notification of the proposed change.  
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12 In the exercise of this prerogative, department management will establish schedules to  
13 meet the dictates of the workload, however, nothing contained herein will permit split shifts.

14 Section 3. Minimum Standards: If any provision in this article shall conflict with the  
15 minimum standards of RCW 49.46, then that provision shall be automatically amended to  
16 conform.

17 Section 4. Employee Requests: With management approval, work schedules may be  
18 altered upon written request of the employee.

19 Section 5. Job Sharing: If two employees in the same job classification and work site  
20 wish to job share one full time position, they shall submit such a request in writing to their  
21 immediate supervisor. The immediate supervisor shall submit such request to the Division  
22 Manager. The Division Manager shall have ninety (90) days from the date he/she receives the  
23 request to review the request and either approve or deny the request for job sharing. Employees  
24 who job share one full time position shall receive pro-rata benefits except medical benefits shall  
25 be granted on the same basis as other half-time County employees. In the event that one of the  
26 job-sharing employees terminates his/her employment (voluntarily or involuntarily), the County  
27 shall have the following options:  
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29 (a) No change to the situation, allowing a half-time position to continue.

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(b) Fill the vacant half-time position with temporary help.

(c) Expand the half-time position to a full-time position, if both parties mutually agree.

1       **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

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King County presently participates in group medical, dental and life insurance programs.  
The County agrees to maintain a plan during the term of this Agreement, provided that the Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

1 **ARTICLE 11: MISCELLANEOUS**  
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3           **Section 1. Leave of Absence for Union Employment:** An employee elected or  
4 appointed to office in a local of the signatory organization which requires a part or all of his/her  
5 time shall be given leave of absence up to one (1) year without pay upon application.

6           **Section 2. Mileage Reimbursement:** All employees who have been authorized to use  
7 their own transportation on County business shall be reimbursed at the rate established by the  
8 County Council by ordinance.

9           **Section 3. Access to Premises:** The Department administration shall afford Union  
10 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
11 management officials and/or aggrieved employees, provided that the Union representative and/or  
12 aggrieved employees contact their immediate supervisors, indicate the general nature of the  
13 business to be conducted, request necessary time without undue interference with assignment  
14 duties. Time spent on such activities shall be recorded by the Union representative on a time  
15 sheet provided by the supervisor.

16 Union representatives shall guard against use of excessive time in handling such responsibilities.

17           **Section 4. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line  
18 of duty, to personal property and/or clothing, will have same repaired or replaced at department  
19 expense, not to exceed \$150.00.

20           **Section 5. Work Out of Class:** Whenever an employee is assigned, in writing, by the  
21 division manager or his/her designee, to perform the duties of a higher classification for a period  
22 of three working days or more, that employee shall be paid at the first step of the higher class or  
23 a minimum of five percent (5%) , whichever is greater, over the salary received prior to the  
24 assignment, for all time spent while so assigned.

25           **Section 6. Lead Worker Pay:** Employees assigned, in writing, by the division manager  
26 or his/her designee to perform lead-worker duties, shall be compensated at a rate which is five  
27 percent (5%) greater than their regular rate for all time so assigned.  
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1           **Section 7. Salary on Promotions:** Any employee who is promoted to a higher  
2 classification shall receive the beginning step for the higher classification or the next higher  
3 salary step as would constitute a minimum of a five percent (5%) increase over the salary  
4 received prior to the promotion.

5           **Section 8. Mandatory Higher Education:** Employees who are required to obtain  
6 additional formal education beyond that initially required for employment shall be allowed time  
7 off from work with pay to attend classes/seminars with scheduling approval of same at the sole  
8 discretion of management.

9           **Section 9. Jury Duty:** An employee required by law to serve on jury duty shall continue  
10 to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the  
11 period of time necessary for such assignment. If they have four hours or more left on their shift  
12 at the completion of the jury duty assignment for the day, they shall report to their work location  
13 and complete the day shift. Once the employee is released for the day, or more than one day,  
14 then he/she is required to contact the supervisor who will determine if he/she is required to report  
15 for duty, provided however such release time is prior to 1:00 p.m. If an employee is released  
16 after 1:00 p.m. he/she shall not be required to report for work on that particular day.

17           The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the  
18 Comptroller. The employer may request verification of jury duty service.

19           When an employee is notified to serve on jury duty, he/she will inform his/her immediate  
20 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
21 absence from regular duties. The supervisor will ensure that the employee is relieved of regular  
22 duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

23           When the employee is dismissed from jury duty (completion of jury duty assignment) the  
24 employee is required to contact his/her supervisor immediately. The supervisor will instruct the  
25 employee when to report to work, PROVIDED: there must be a minimum of twelve (12) hours  
26 between the time the employee is dismissed from jury duty and the time he/she must report for  
27 regular duties.  
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1           Section 10. Union Negotiating Committee: No more than three employees may serve  
2 on the Union negotiating committee with pay during face-to-face negotiating meetings with the  
3 County. Time spent by more than three employees in face-to-face negotiations and all time spent  
4 by employees preparing for negotiations shall be unpaid.

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1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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3 King County recognizes the importance and desirability of settling grievances promptly  
4 and fairly in the interest of continued good employee relations and morale and to this end the  
5 following procedure is outlined. To accomplish this, every effort will be made to settle  
6 grievances at the lowest possible level of supervision.

7 Employees will be unimpeded and free from restraint, interference, coercion,  
8 discrimination or reprisal in seeking adjudication of their grievances.

9  
10 **Section 1. Definition:** Grievance - An issue raised by a party to this Agreement relating  
11 to the interpretation of his/her rights, benefits, or conditions of employment as contained in this  
12 Agreement, except that verbal or written reprimands are not subject to Step 5 of the grievance  
13 procedure outlined in this Agreement.

14 **Procedure**

15 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved  
16 employee, or his/her representative if the employee wishes, on a Union grievance form within  
17 14 calendar days of the occurrence of such grievance, to the employee's immediate supervisor.

18 The grievance must:

- 19 (a) fully describe the alleged violation and how the employee was adversely affected;  
20 (b) set forth the section (s) of the Agreement which have been allegedly violated; and  
21 (c) specify the remedy or solution being sought by the employee filing the grievance.

22 The supervisor shall gain all relevant facts and shall attempt to adjust the matter and  
23 notify the employee within three working days. If a grievance is not pursued to the next level  
24 within three working days, it shall be presumed resolved.

25  
26 **Step 2 - Division Manger:** If, after thorough discussion with the immediate supervisor,  
27 the grievance has not been satisfactorily resolved, the employee and his/her representative shall  
28 present the grievance to the appropriate manager for investigation, discussion and written reply.  
29 The appropriate manager shall be defined as Section Commander. The manager shall make

1 his/her written decision available to the aggrieved employee within ten working days. If the  
2 grievance is not pursued to the next higher level within five working days, it shall be presumed  
3 resolved.

4 *Step 3 - Department Director:* If, after thorough evaluation, the decision of the manager  
5 has not resolved the grievance to the satisfaction of the employee, the grievance may be  
6 presented to the department director. All letters, memoranda and other written materials  
7 previously submitted to lower levels of supervision shall be made available for the review and  
8 consideration of the department director. He/she may interview the employee and/or his/her  
9 representative and receive any additional related evidence which he/she may deem pertinent to  
10 the grievance. He/she shall make his/her written decision available within ten working days. If  
11 the grievance is not pursued to the next higher level within five working days, it shall be  
12 presumed resolved.

13  
14 *Step 4 - Director of Human Resources:* If, after thorough evaluation, the decision of the  
15 department director has not resolved the grievance to the satisfaction of the employee, the  
16 grievance may be presented to a committee comprised of one representative from the Union, one  
17 representative from the Department, and the OHRM Director or his/her designee, who shall also  
18 act as Chair. The Union representative and/or the Department representative may be subject to  
19 challenge for cause.

20 This committee shall convene a hearing for the purpose of resolving the grievance. Both  
21 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings  
22 shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed  
23 to. The Committee Chair shall render a decision within fifteen (15) working days of the hearing.  
24 If the Chair fails to render a decision within 15 days the Union may proceed to step 5 of this  
25 grievance procedure (except for written reprimands, which may not be appealed to step 5.) The  
26 proceedings shall be informal. The parties shall not be represented by outside attorneys.  
27 "Outside" attorneys are those who do not work for King County or for the Union. Rules of  
28 evidence do not apply. The purpose shall be to determine the validity of the grievance and  
29

1 render a decision appropriate to that determination. Employer grievances shall be initiated at  
2 step 4 of the grievance procedure.

3 By mutual agreement, the parties may call in a mediator in place of the grievance panel  
4 and OHRM Director, to attempt to resolve the dispute. The parties shall jointly select the  
5 mediator, who will hear both sides of the dispute and attempt to bring the parties to an  
6 agreement. The mediator may not bind the parties to any agreement, as mediation is a voluntary  
7 process. Parties are encouraged to participate in good faith mediation and nothing the mediator  
8 says shall be admissible in an arbitration.

9 *Step 5 - Arbitration:* Either the County or the Union may request arbitration within thirty  
10 (30) days of the issuance of the Step 4 decision and the party requesting arbitration must at that  
11 time specify the exact question which it wishes arbitrated. The parties shall then select a third  
12 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon  
13 an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by  
14 the American Arbitration Association or the Federal Mediation and Conciliation Service, or by  
15 another agency if the parties mutually agree. The arbitrator will be selected from the list by both  
16 the County representative and the Union, each alternately striking a name from the list until one  
17 name remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be  
18 asked to render a decision promptly and the decision of the arbitrator shall be final and binding  
19 on both parties.  
20

21 The arbitrator shall have no power to change, alter, detract from or add to the provisions  
22 of this Agreement, but shall have the power only to apply and interpret the provisions of this  
23 Agreement in reaching a decision.

24 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
25 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
26 behalf.  
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1 No matter may be arbitrated which the County by law has no authority over, has no  
2 authority to change, or has been delegated to any civil service commission or personnel board as  
3 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

4 There shall be no strikes, cessation of work or lockout during such conferences or  
5 arbitration.

6 Time restrictions may be waived in writing by consent of both parties.

7 **Section 6. Multiple Procedures:** If employees have access to multiple procedures for  
8 adjudicating grievances, then selection by the employee of one procedure will preclude access to  
9 other procedures; selection is to be made no later than at the conclusion of Step 2 of this  
10 grievance procedure.

11 **Section 7. Just Cause/Progressive Discipline:** No employee may be discharged,  
12 suspended without pay, or disciplined in any way except for just cause. In addition, the County  
13 will employ the concept of progressive discipline in appropriate cases. The County's policy is  
14 that discipline is corrective, rather than punitive in nature. It is understood that there may be  
15 egregious cases that may result in discharge, disciplinary transfer, or other disciplinary action,  
16 that do not require corrective action.

17  
18 Written reprimands may not be used for purposes of progressive discipline once three (3)  
19 years have passed from the date the reprimand was issued, and the employer has documented no  
20 similar problems with the employee during this three (3) year time period. In those instances  
21 where disciplinary action is based on reasonable evidence of the commission of a crime, or the  
22 proposed discipline involves suspension or termination of the employee the grievance procedure  
23 will begin at Step 3, unless step 3 is waived by mutual agreement of parties, in which case the  
24 procedure will begin at the next appropriate step.

25  
26 **Section 8. Probationary Period:** All newly hired and promoted employees must serve a  
27 probationary period as defined in RCW 41.14 and Civil Service Rules. As the above specify that  
28 the probationary period is an extension of the hiring process, the provisions of this Article will  
29 not apply to employees if they are discharged during their initial probationary period, or are

1 demoted during the promotional probationary period for performance related issues. Grievances  
2 brought by probationary employees involving issues other than discharge or demotion may be  
3 processed in accordance with this Article.

4           **Section 9. Union Concurrence:** Inasmuch as this is an agreement between the County  
5 and the Union, no individual may, without Union concurrence, make use of the provisions of this  
6 Article.

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1 ARTICLE 13: BULLETIN BOARDS

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The employer agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material.

1 ARTICLE 14: NON-DISCRIMINATION

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3 The Employer or the Union shall not unlawfully discriminate against any individual with  
4 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
5 religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical  
6 handicap.

7 The parties agree that personnel actions may be taken to accommodate disabilities, as  
8 may be required under the Americans with Disabilities Act (ADA), and that such an  
9 accommodation under the ADA shall take precedence over any conflicting provisions of this  
10 agreement.  
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1 ARTICLE 15: SAVINGS CLAUSE

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Should any part hereof or any provision 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 portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provision affected. The remaining parts or provisions shall remain in full force and effect.

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

2  
3 **Section 1. No Work Stoppages:** The employer and the signatory organization agree that  
4 the public interest requires efficient and uninterrupted performance of all County services, and to  
5 this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

6 Specifically, the signatory organization shall not cause or condone any work stoppage, including  
7 any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence  
8 which is not bona fide, or other interference with County functions by employees under this  
9 agreement and should same occur, the signatory organization agrees to take appropriate steps to  
10 end such interference. Any concerted action by any employees in any bargaining unit shall be  
11 deemed a work stoppage if any of the above activities have occurred.

12  
13 **Section 2. Union Responsibilities:** Upon notification in writing by the County to the  
14 signatory organization that any of its members are engaged in a work stoppage, the signatory  
15 organization shall immediately, in writing, order such members to immediately cease engaging  
16 in such work stoppage and provide the County with a copy of such order. In addition, if  
17 requested by the County, a responsible official of the signatory organization shall publicly order  
18 such signatory organization employees to cease engaging in such a work stoppage.

19 **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this  
20 article shall be considered absent without leave. Such employees are also subject to the  
21 following action or penalties:

- 22 1. Discharge.  
23 2. Suspension or other disciplinary action as may be applicable to such employee.  
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1 ARTICLE 17: WAIVER CLAUSE

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3           The parties acknowledge that each has had the unlimited right within the law and the  
4 opportunity to make demands and proposals with respect to any matter deemed a proper subject  
5 for collective bargaining. The results of the exercise of that right and opportunity are set forth in  
6 this agreement. Therefore, the County and the signatory organization, for the duration of this  
7 agreement, each agree to waive the right to oblige the other party to bargain with respect to any  
8 subject or matter not specifically referred to or covered by this Agreement.  
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1 **ARTICLE 18: REDUCTION-IN-FORCE**

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3       **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall  
4 be laid off according to seniority within the department and classification, with the employee  
5 with the least time being the first to go. In the event there are two or more employees eligible for  
6 layoff within the Department with the same classification and seniority, the Department head will  
7 determine the order of layoff based on employee performance, PROVIDED: no regular or  
8 probationary employee shall be laid off while there are temporary extra-help employees serving  
9 in the class or position for which the regular or probationary employee is eligible and available.  
10

11       **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
12 probationary employee may, on the basis of department seniority, bump the least senior  
13 employee in any lower level position within the bargaining unit formerly held by the employee  
14 designated for layoff.

15       **Section 3. Re-employment List:** The names of laid off employees will be placed in  
16 inverse order of layoff on a Re-employment List for the classification previously occupied. The  
17 Re-employment List will remain in effect for a maximum of two years or until all laid off  
18 employees are rehired, whichever occurs first.  
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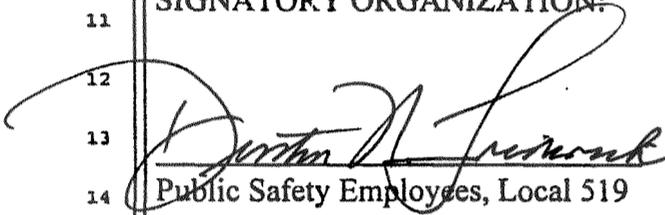
1 ARTICLE 19: DURATION

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3 This Agreement shall be effective from January 1, 1995 through December 31, 1997.  
4 Written notice of desire to modify this agreement shall be served by either party upon the other at  
5 least sixty (60) days prior to the date of expiration, namely October 31, 1997.

6 APPROVED this 6<sup>th</sup> day of December, 1995.

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10 KING COUNTY EXECUTIVE

11 SIGNATORY ORGANIZATION:

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14 Public Safety Employees, Local 519

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17 211:CO195  
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## 1995 ADDENDUM A

Union code 0519NF

### PUBLIC SAFETY EMPLOYEES, LOCAL 519 Special Detention Attendants - North Rehabilitation Facility

#### Monthly and Hourly Rates

Class Code	Title	Step 1 Start	Step 2 12 month	Step 3 24 month	Step 4 36 month	Step 5 48 month	Step 6 60 month	Step 7 72 month
4177	Special Detention Attendant*	2,123.91 12.25	2,379.47 13.73	2,590.34 14.94	2,709.74 15.63	2,824.06 16.29	2,971.41 17.14	3,060.55 17.66
4178	Special Detention Attendant Supervisor	3,060.55 17.66	3,213.57 18.54	3,374.25 19.47	3,542.96 20.44			

211:add95

\* 85% of the rate paid Corrections Officers.

## ADDENDUM B

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2  
3 For the purpose of this Agreement, the following definitions will apply:  
4

5 1. Department:

6 King County Health Department  
7

8 2. Immediate Family:

9 Immediate family is construed to mean persons related to an employee by blood  
10 or marriage or legal adoption as follows: Grandmother, grandfather, mother,  
11 father, husband, wife, son, daughter, brother, sister and any persons for whose  
12 financial or physical care the employee is principally responsible.  
13

14 3. Party:

15 Either King County or Public Safety Employees, Local 519, North Rehabilitation  
16 Facility  
17

18 4. Extra Help or Temporary Position:

19 A position intended to be occupied on less than a year round basis to cover  
20 seasonal peak workloads, emergency workloads of limited duration, necessary  
21 vacation relief and other situations involving fluctuating staff.  
22

23 5. Extra Help or Temporary Employee:

24 An employee in an extra help or temporary position, and paid on an hourly basis  
25 without Career Service status, vacation, sick leave or other benefits.  
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27 6. Regular Part-Time Position:

28 A position normally requiring the services of an employee for less than a standard  
29 work week.

## ADDENDUM C

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1. All step increases are based upon satisfactory performance during previous service.
2. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department..
3. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.
4. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.