

8/11/81

Introduced by

BILL REAMS

Proposed No.:

81-605

ORDINANCE NO. 5687

AN ORDINANCE approving and adopting collective bargaining agreements/salary addenda negotiated by and between King County and certain labor organizations; and establishing the effective date of said agreements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

SECTION 1. Approval and adoption is hereby made of the collective bargaining agreements/salary addenda attached hereto and by this reference made a part hereof negotiated by and between King County and the following labor organizations:

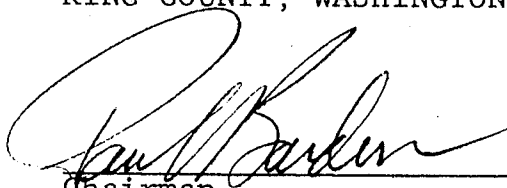
LABOR ORGANIZATION	CONTRACT EXPIRATION DATE
Teamsters, Local 882 - Systems Services	December 31, 1982
Professional & Technical Engineers, Local 17	December 31, 1982
Operating Engineers, Local 286	December 31, 1982
Public Safety Employees, Local 519 - Rehabilitative Services	
(Corrections Officers)	December 31, 1981
(Other Personnel)	December 31, 1982
Public Safety Employees, Local 519 - Non-Commissioned (Public Safety and Alcoholism Services)	December 31, 1982
Offset Workers, Printing Pressmen & Assistants Union, Local 39	December 31, 1982
International Brotherhood of Electrical Workers, Local 77	December 31, 1982
Service Employees International Union, Local 6	December 31, 1982
Teamsters, Local 174 - Animal Control	December 31, 1982
Teamsters, Local 882 - Courthouse	December 31, 1982
Washington State Council of County and City Employees, Local 1652 - Medical Examiners	December 31, 1982

SECTION 2. The effective date of the agreements/salary addenda set forth in Section 1 herein shall be January 1, 1981.

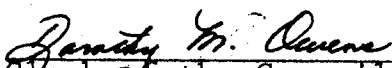
INTRODUCED AND READ for the first time this 8th day of September, 1981.

PASSED this 21st day of September, 1981.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


DEPUTY Clerk of the Council

APPROVED this 1st day of October, 1981.


King County Executive

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SUMMARY OF REHABILITATIVE SERVICES
CONTRACT CHANGES for 1981

ARTICLE I - No change

ARTICLE II - No change

ARTICLE III - No change

ARTICLE IV - No change

ARTICLE V - Add new section as follows:

VACATION SCHEDULING

Vacation preference requests for a period beginning April 1 and ending the following March 31 must be received not later than the March 1 preceding the twelve (12) month period during which the vacation is being requested in order to receive scheduling preference. Vacation preference requests shall be granted based upon seniority within each shift, squad, or unit, provided that essential facility operations are properly staffed at all times. Employees shall be advised by April 1 regarding approval or disapproval of their requests.

Vacation requests received after March 1st shall be considered and approved on the basis of date of request. Employees shall be advised within thirty (30) days of the date of the request as to approval or disapproval of the request.

Employees who are transferred involuntarily, and who have already had their vacation requests approved, will be allowed to retain that vacation period regardless of their seniority within the shift, squad, or unit to which they are transferred.

Resolved Union item #9, Agreed on 12/3/80

ARTICLE VI - Add complete new Article as follows:

SICK LEAVE

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

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

Section 2. Sick leave shall, in accordance with RCW 41.48.12-180, be paid on account of the employee's illness and excluded as taxable wages under Federal Old Age and Survivor's Insurance (OASI) and in accordance with Section 209(b) of the Social Security Act. Employees are eligible for payment on account of illness for the following reasons:

- a) Employee illness;*
- b) Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);*
- c) Employee disability due to pregnancy or childbirth;*
- d) Employee exposure to contagious diseases and resulting quarantine;*
- e) Employee keeping medical, dental, or optical appointments.*

All other leaves of absence with pay shall not, in accordance with Social Security law and regulations, be excludable as taxable wages under OASI.

Section 3. No employee shall earn sick leave credit during a month when the employee is absent without pay more than three (3) working days (24 hours), provided, however, that discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce sick leave credit.

Section 4. Every regular, part-time employee shall receive sick leave benefits proportionate to the employee's regular work day. For example: If a part-time employee normally works four hours per day and the department's normal work day is eight hours, the employee will receive four hours of sick leave benefits for the month.

Section 5. Extra help employees receive no sick leave benefits.

Section 6. After six months of full-time service, a regular employee may, at management's discretion, be permitted to use up to one-half of his/her accruing vacation (5 days) (40 hours) as an essential extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

Section 7. Sick leave may be used in one-half hour increments at the discretion of management.

Section 8. There shall be no limit to the hours of sick leave accrued by an employee.

Section 9. Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to perform work may be required of an employee for any sick leave use when the County has cause to believe there has been an abuse of sick leave. The County will make a reasonable effort to notify an employee prior to his/her return to work that a doctor's certificate will be required.

Section 10. Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

Section 11. Sick leave because of an employee's physical incapacity will not be approved when the injury is directly traceable to simultaneous employment other than with the County of King.

Section 12. King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death, twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30) days. All payments shall be made in cash, based on the employee's base rate as set forth in Addendum "A", and there shall be no deferred sick leave reimbursement.

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

Section 14. Employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments greater than net regular pay of the employee.

Section 15. Family Care and Death.

a. *Regular, full-time employees shall be entitled to three (3) days (24 hours) of bereavement leave a year due to death of a member of the employee's immediate family.*

b. *Regular, full-time employees who have exhausted their bereavement leave, shall be entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death occurs to a member of the employee's immediate family.*

c. *Three (3) sick leave days of absence (24 hours) from the job may be granted per occurrence to an employee due to a requirement to care for immediate family members who are seriously ill. No more than six (6) days of sick leave may be used for this purpose per calendar year. Written verification for family care sick leave may be requested by management. If requested, this verification will include: 1) nature and severity of illness or injury; 2) relationship of immediate family member; and 3) a statement indicating that no other person is available and/or capable of providing care for the ill or injured family member. In addition, family care sick leave shall be approved for accompanying or transporting immediate family members to and from a hospital or to medical or dental appointments, providing the immediate family member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid. Up to one day's absence may be authorized for a male employee to be at the hospital on the day of the birth of his child.*

d. *In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay.*

e. *In the application in any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.*

Section 16. Immediate Family. Immediate family is construed to mean persons related to an employee as follows: grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child, brother, sister, grandchild, and any persons for whose financial or physical care the employee is principally responsible.

Section 17. Beginning January 1, 1981, all Corrections Sergeants, Officers and Security Aides shall be provided a maximum of fifteen (15)

days of "special" sick leave. In accordance with current King County policy, this sick leave shall be used only to supplement the employee's Industrial Insurance benefit should the employee be injured on the job. This "special" sick leave amount shall not be used until the employee's regular sick leave account has been exhausted.

Resolved Union items #2, 4, 10, 28
Agreed on 12/3/80

ARTICLE VII - Change per final agreement

ARTICLE VIII - Add the following underlined changes:

Section 1(a). Corrections Officers, Security Aides and Clerical personnel assigned to the Jail shall be paid at the rate of time-and-one-half ($1\frac{1}{2}$) for all hours worked in excess of their normal eight-hour shift, inclusive of a one-half ($\frac{1}{2}$) hour lunch period, or forty in one week.

Section 1(b). All other employees shall be paid at the rate of time-and-one-half ($1\frac{1}{2}$) for all hours worked in excess of eight (8) hours a day, exclusive of lunch period, or forty in one week.

Section 2. A minimum of two (2) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at the overtime rate. The actual hours worked shall be computed from the time the officer leaves home until the time the officer returns home, such time to be computed using the most direct route available. The provisions of this section apply only when an officer, without prior notice, is required to return to work during a time he/she is not scheduled to work. This does not include overtime, meetings, and training sessions requiring a return to work, provided that officers who are assigned to a shift in which the majority (i.e., five (5) hours) of the working hours fall between 11:00 p.m. and 7:00 a.m. shall receive "call out" pay for meetings and/or training sessions. If the scheduled or unscheduled overtime is worked immediately prior to the normal schedule shift, overtime shall be paid according to Section 1(a) herein and the regular shift shall be compensated at the regular rate. Similarly, if an officer is required to work

beyond his or her scheduled shift, overtime shall be paid as per Section 1(a).

Section 3. All overtime shall be authorized by the Department Director or his designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day.

Section 4. The following subsections depict the minimum compensation for court appearances, pre-trial hearings, or conferences. Any additional time beyond the minimums will be compensated at the overtime rate.

a. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Officers will be compensated for the amount of time spent before or after their shift.

b. If the session starts two (2) or more hours before or after the shift, compensation will be for a minimum of four (4) hours at time-and-one-half.

c. Officers on scheduled furlough and subpoenaed for court or called in for court-related hearings, shall receive a minimum of four (4) hours overtime at the rate of time-and-one-half their regular rate of pay.

d. Officers who are called in for court while on their vacations shall be placed on a regular, i.e., straight time, pay status and compensated for a full day's pay. In addition, their vacation accrual shall be credited with an additional vacation day.

Section 5. The current King County mileage rate will not be paid for attendance at King County Courts.

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Section 6. If any provision of this article conflicts with minimum standards established by RCW 49.46 then that provision shall be automatically amended to provide the minimum standards.

Section 7. For the purpose of calculating overtime compensation, an employee's work week shall be defined as beginning with the first day of work after a furlough day and continuing for a total of seven (7) consecutive days. Also, the work day shall be defined as beginning with the first hour of work and continuing for a total of twenty-four (24)

consecutive hours.

Section 8. Employees required by the Jail Commander or designee to remain at their residence or be available for contact by phone will be considered to be on "standby" and shall be compensated on the basis of fifty percent (50%) of their normal straight time pay. If the employee is called back to work the off-duty standby pay shall cease at that time. Thereafter, normal overtime rules shall apply.

Section 9. In lieu of overtime pay, an employee may request compensatory time at the rate of time-and-one-half for each hour of overtime that was worked, PROVIDED: all comp time must be authorized by Division management. Under normal conditions the following conditions will apply to the use of comp time:

- a) A maximum of eighty (80) hours may be accrued.
- b) Employees will not be allowed to take comp time if their unit is below minimum manpower and their absence must be covered by calling another employee in on overtime.
- c) Accrued comp time may be paid off at the time-and-one-half rate at the discretion of management.

Management's decisions in the application or granting of comp time shall not be subject to the provisions of Article XII Grievance Procedure.

Resolved Union Items #7, 8, 16, 17, 23 & 25
Item #8 agreed on 10/7/80
Items #7 & 25 agreed on 10/29/80
Items # 16, 17 & 23 agreed on 12/3/80

ARTICLE IX - Add the following underlined changes:

Section 1(a). The working hours of Corrections Officers, Security Aides and Clerical personnel assigned to the Jail shall be the equivalent of forty (40) hours per week.

Section 1(b). The working hours of all other employees shall be the equivalent of thirty-five (35) hours per week.

Section 2. The establishment of reasonable work schedules and starting times is vested solely within the purview of department management and may be changed from time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the department cannot exercise control, PROVIDED: the required two (2) week

notification period shall not commence until the employee has received the verbal or written notification of the proposed change.

In the exercise of this prerogative, department management will establish schedules to meet the dictates of the workload, however, nothing contained herein will permit split shifts.

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

Section 4. With management approval, work schedules may be altered upon written request of the employee.

Resolved Union Item #31
Agreed on 10/29/80

ARTICLE X - Change per final agreement

ARTICLE XI - Add the following underlined changes and new sections:

Section 2. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate of eighteen cents (18¢) per mile, provided that, should the County Council increase (by ordinance) the mileage rate above eighteen cents per mile, then the rate in this contract shall be increased to the same rate.

NEW SECTION 8. Employees who are injured or temporarily disabled shall be allowed to work in a "light duty" status if possible while recuperating from such injury, provided said "light duty" must be approved by the Jail Commander.

NEW SECTION 9. King County will adhere to the Career Service Administrative Guidelines when conducting promotional examinations for Sergeant and will provide sufficient advance notice of such examinations to the Union so that the Union can submit suggestions and comments regarding the content and format of said examinations.

NEW SECTION 10. Any/all employee files, except the "background" file, shall be available for review upon request during normal business hours. No information will be placed in these files without the employee's prior knowledge.

NEW SECTION 11. An employee required by law to serve on jury duty shall continue to receive salary and shall be relieved of regular duties for the period of time so assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

When the total required assignment to jury duty has expired, the employee will return to regular duties, PROVIDED: there must be a minimum of sixteen (16) hours between the time the employee is dismissed from jury duty and the time he/she must report for regular duties.

Add. Sec 5 - item 14

NEW SECTION 12. All special assignments except that of Training Officer and Purchasing Officer, shall be rotated on a regular basis and in no case will special assignments exceed two years except in a bona fide emergency situation. Advance notice of openings in special assignment shall be posted and all interested officers will be allowed to apply. The factors that will be considered in selecting officers for special assignments will include; seniority, job performance, supervisory recommendations and special expertise. The Division Commander shall have final approval of all special assignments.

Special assignments are defined as any assignment other than the normal rotating shift assignments, e.g., Court Detail, S.I.P. Officer, Commitment Officer, classification committee, work release and health & welfare.

NEW SECTION 13. Notice of special schools and training opportunities will be posted and all interested officers will be allowed to apply. The factors that will be considered in selecting officers for special schools and/or training opportunities will include; seniority, job performance, supervisory recommendations and special expertise. The Division Commander shall have final approval of all selections for special schools and

training opportunities.

Resolved Union Items #11, 14, 21, 27, 30 & 36
Item #11 agreed on 9/11/80
Item #36 agreed on 10/7/80
Items #21 & 27 agreed on 12/3/80
Items #14 & 30 agreed on 12/9/80

ARTICLE XII - Add the following new and/or renumbered sections:

NEW SECTION 4. No employee may be discharged, suspended without pay, or disciplined in any way except for just cause. If a grievance is filed, disciplinary action will not be executed until the conclusion of Step 4 of the Grievance Procedure. In those instances where disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed discipline involves termination of the employee, Step 4 of the Grievance Procedure will be initiated immediately, and the Personnel Manager or his designee shall convene the appropriate committee within five (5) working days of the date the employee is accused of the violation or is relieved of duty.

NEW SECTION 5. No employee may be suspended without pay unless he/she has first received one (1) written reprimand relating to his/her previous work or conduct. No employee may be discharged unless he/she has first received a suspension relating to his/her previous work or conduct. ALL previous disciplinary action in an employee's record may be evaluated and considered in a disciplinary action.

The following chart illustrates the disciplinary options available: The option selected will depend upon the Department's assessment of the severity of the infraction.

1) First Offense	Verbal reprimand Written reprimand
2) Second Offense	Verbal reprimand Written reprimand Suspension
3) Third Offense	Verbal reprimand Written reprimand Suspension Discharge

NEW SECTION 6. The aforementioned Section 5 shall not apply if a Department investigation results in sustained charges in any of the following categories:

- (a) Making false or fraudulent statements or inducing others to do so.
- (b) Conviction of a felony or an inherently dangerous misdemeanor as defined in R.C.W. 9.41.025(4).
- (c) Taking or giving a bribe or "payoff" in any form.
- (d) Willful, wanton and excessive or unnecessary use of force against any person.
- (e) Intoxication while on duty; pertaining to alcoholic beverages and/or drugs.
- (f) Intoxication while off duty which results in a criminal conviction.
- (g) Continued absence from duty without leave.
- (h) Willful violation of the rules and regulations of the Department or the Career Service rules.
- (i) Willful violation of any lawful and reasonable regulation, order or direction made or given by a superior where such violation has amounted to insubordination or serious breach of proper discipline or has resulted in loss or injury to the County or public.
- (j) An attempt to induce any employee of the County to commit any illegal act or act in violation to any lawful or reasonable Department regulations.
- (k) Failure to cooperate in Department investigation.
- (l) Accepting from any person any gratuity, fee, commission, loan, reward, or gift whatsoever, for services rendered incident to duty as a County employee, except such rewards as may be approved by the appropriate Department Director.

NEW SECTION 7. All newly hired and promoted employees must serve a probationary period as defined in the Administrative Guidelines for the Career Service. As the above guidelines specify that the probationary period is an extension of the hiring process, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period for not meeting the requirements of the classification. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

RENUMBERED SECTION 8. *Inasmuch as this is an Agreement between the County and the Union, no individual may, without Union concurrence, make use of the provisions of this Article.*

Resolved Union Item #13 and County proposal re: probationary discharge. Agreed on 12/3/80.

ARTICLE XIII - No change

ARTICLE XIV - No change

ARTICLE XV - No change

ARTICLE XVI - No change

ARTICLE XVII - No change

ARTICLE XVIII - Add complete new Article as follows:

Reduction-In-Force

SECTION 1. *Employees laid off as a result of a reduction in force shall be laid off according to seniority within the Corrections Division and classification, with the employee with the least time being the first to go. In the event there are two or more employees eligible for layoff within the Corrections Division with the same classification and seniority, the Division Manager will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are extra help employees serving in the class or position on a full-time basis for which the regular or probationary employee is eligible and available.*

SECTION 2. *In lieu of layoff, a regular or probationary employee may request, and shall be granted, demotion to a position in a lower classification formerly held within the Corrections Division, thereby filling the position (i.e., bumping) held by the employee with the least seniority in the lower classification; provided that the employee requesting demotion (i.e., exercising his/her right to bump) has more seniority in the Corrections Division than the employee who is being bumped.*

SECTION 3. *The names of laid off employees will be placed in inverse order of layoff on a Re-employment List for the classification*

previously occupied. The Re-employment List will remain in effect for a maximum of two years or until all laid off employees are rehired, whichever occurs first.

Resolved Union Item #12
Agreed on 10/7/80

ARTICLE XIX - Change per final agreement

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In addition to the above listed contract changes it was agreed that the following language would be incorporated into the Standard Operating Procedures:

EMPLOYEE RIGHTS

If an employee becomes the subject of an administrative investigation he/she shall be notified immediately in writing when the status of the investigation changes from one of a general nature on one in which the employee is specifically accused of wrongdoing.

If accused of wrongdoing, the employee(s) shall be provided the following information in the written notification:

- (a) The date(s) the alleged incident(s) occurred.
- (b) The specific nature of the alleged wrongdoing including the rule or regulation violated.

The employee shall have the opportunity to respond in writing to any allegation within five (5) working days of said notification.

If an employee, while on duty, becomes the victim of a criminal act(s) committed by an inmate(s) he/she shall not be precluded or discouraged by the Department from filing criminal charges against the inmate(s).

Resolved Union Item #30
Agreed on 12/9/80