

June 30, 1995
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LARRY PHILLIPS
BRIAN DERDOWSKI
GREG NICKELS

Proposed No. 95 - 522

ORDINANCE NO. 11930

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Public Safety Employees, Local 519, representing employees in the Department of Public Safety Communications Center; 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, representing employees in the department of public safety communications center and attached hereto is hereby approved and adopted and 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 31st day of

July, 1995.

PASSED by a vote of 11 to 0 this 14th day of

August, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 22nd day of August, 1995.

Ray Casper
King County Executive

11930
COLLECTIVE BARGAINING
AGREEMENT

between

KING COUNTY

and

Public Safety Employees, Local 519

Representing Employees in the King County Department of

Public Safety

Communications Center

January 1, 1995 through December 31, 1997

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AGREEMENT BETWEEN

KING COUNTY

AND

PUBLIC SAFETY EMPLOYEES - LOCAL 519

COMMUNICATIONS CENTER EMPLOYEES

ARTICLE 1: PURPOSE 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 2

ARTICLE 3: RIGHTS OF MANAGEMENT 4

ARTICLE 4: HOLIDAYS 5

ARTICLE 5: VACATIONS 7

ARTICLE 6: SICK LEAVE 11

ARTICLE 7: WAGE RATES 15

ARTICLE 8: OVERTIME 18

ARTICLE 9: HOURS OF WORK 21

ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE 23

ARTICLE 11: MISCELLANEOUS 24

ARTICLE 12: GRIEVANCE PROCEDURE 28

ARTICLE 13: BULLETIN BOARD 33

ARTICLE 14: NON-DISCRIMINATION 34

ARTICLE 15: SAVINGS CLAUSE 35

ARTICLE 16: WORK STOPPAGE AND EMPLOYER PROTECTION 36

ARTICLE 17: WAIVER CLAUSE 37

ARTICLE 18: REDUCTION-IN-FORCE 38

ARTICLE 19: DURATION 39

ADDENDUM A

ADDENDUM B

ADDENDUM C

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AGREEMENT BETWEEN

KING COUNTY

AND

PUBLIC SAFETY EMPLOYEES - LOCAL 519

COMMUNICATIONS CENTER EMPLOYEES

These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in RCW 41.56.

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ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

Provided, that employees with a bona fide religious objection to union membership and/or association based on the bona fide tenets or teachings of a church or religious body of which such employee is a member shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Union cannot agree on the non-religious charity, the Public Employment Relations Commission shall designate the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for such exemption.

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All initiation fees and dues paid either to the Union or charity shall be for non-political purposes.

Section 3. Dues Deduction: Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the signatory organization and shall transmit the same to the treasurer of the signatory organization.

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

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

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

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ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

All of the functions, rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

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2 **ARTICLE 4: HOLIDAYS**

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4 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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14 Section 1. *Date of Observance:* All holidays shall be observed in accordance with
15 RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four
16 hour seven day per week operation such as the Communications Center shall observe the
17 following four (4) holidays on the specific dates listed below. For these specific named
18 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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26 Section 2. *Overtime Payment:* All employees shall take holidays on the day of
27 observance unless their work schedule requires otherwise for continuity of services, in which

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event, they shall be paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in addition to the regular holiday pay.

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

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

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

ARTICLE 5: VACATIONS

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

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
Upon completion of one (1) year of service		(80 hrs) 10 days	
More than one (1) but less than three (3) years of continuous service	(6.66 hrs) .833 days	(80 hrs) 10 days	(160 hrs) 20 days
Less than twelve (12) years of continuous service. More than (3) years of continuous service	(10 hrs) 1.25 days	(120 hrs) 15 days	(240 hrs) 30 days
Twelve (12) years or more of continuous service and over	(13.33 hrs) 1.66 days	(160 hrs) 20 days	(320 hrs) 40 days

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

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

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

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

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

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

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

Section 8. Loss of Monthly Accrual: No employee shall earn a month's vacation credit during a month when the employee is absent without pay more than three (3) working days, provided, however, that discipline resulting in suspension not exceeding ten (10)

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2 working days shall not serve to reduce vacation credit. An employee shall not be granted
3 vacation benefits if not previously accrued.

4 **Section 9. Payment Upon Death of Employee:** In cases of separation by death,
5 payment of unused vacation benefits shall be made to the employee's estate, or, in applicable
6 cases, as provided by RCW, Title II.

7 **Section 10. Excess Vacation:** All employees may continue to accrue additional
8 vacation beyond the maximum specified herein if, as a result of cyclical workloads or work
9 assignments, accrued vacation will be lost. Employees who leave King County employment
10 for any reason will be paid for their unused vacation up to the maximum specified herein.
11 Employees shall forfeit the excess accrual prior to December 31st of each year.

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

18 **Section 12. Shift Assignments - Communications Center:** Communications
19 Specialists shall be allowed to submit shift and furlough preference forms prior to shift
20 change(s). Shift assignments may be made with consideration given to employee seniority and
21 preference, with the Department's staffing and training requirements given first priority.
22 Decisions concerning shift assignments pursuant to this section shall not be a subject for the
23 grievance procedure.

24 **Section 13. Vacation Transfer:** A higher-paid employee (including premium pay)
25 may transfer a portion of his/her accrued vacation to a non-probationary employee of equal or
26 lesser pay upon written request, including an absence request, to his/her supervisor. Such
27 transfer shall be in eight (8) hour increments and shall not exceed the transferring employee's

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accrued vacation on the books as of the date of the request, nor shall it exceed the maximum vacation accrual allowed the employee receiving the transfer. The amount transferred must be used within ninety (90) calendar days following the date of transfer, provided that vacation transferred is excluded from vacation payoff provisions of this Agreement.

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2 **ARTICLE 6: SICK LEAVE**

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

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

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

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

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

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

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

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

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

Section 9. Other Than County Employment: Sick leave because of an employee's physical incapacity shall not be approved where the injury is directly traceable to employment other than with the County.

Section 10. Sick Leave Cashout: 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, and there shall be no deferred sick leave reimbursement.

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

Section 12. Uses of Sick Leave: Employees are eligible for payment on account of illness for the following reasons:

- (1) Employee illness;
- (2) Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);
- (3) Employee disability due to pregnancy or childbirth;
- (4) Employee exposure to contagious diseases and resulting quarantine;

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2 (5) Employee keeping medical, dental, or optical appointments.

3 **Section 13. Family Care and Bereavement Leave:**

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

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

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

21 d. In cases of family care where no sick leave benefit is authorized or exists, the
22 employee may be granted leave without pay.

23 e. In the application of any of the foregoing provisions, holidays or regular days
24 off falling within the prescribed period of absence shall not be charged against accrued sick
25 leave.

26 **Section 14. Sick Leave Incentive:** In January of each calendar year, employee sick
27 leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less

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hours of sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited to their vacation account. Employees who have used more than sixteen (16) 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 sick leave amounts.

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2 **ARTICLE 7: WAGE RATES**

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

6 Section 2. Cost of Living Adjustments:

7 (a) Effective January 1, 1996, wage rates in effect on December 31, 1995 for all
8 classifications in the bargaining unit, including Communications Specialists, Communications
9 Specialist Supervisors, Data Technicians and Data Technicians Supervisors, shall be increased
10 by a percentage factor equal to 90% of the increase in the Consumer Price Index (CPI-W),
11 U.S. All Cities Index, September 1994 - September 1995 base year; provided, however, that
12 the amount produced by application of the foregoing shall not be less than 2.0% nor greater
13 than 6%.

14 (b) Effective January 1, 1997, wage rates in effect on December 31, 1996 for all
15 classifications in the bargaining unit, including Communications Specialists, Communications
16 Specialist Supervisors, Data Technicians and Data Technician Supervisors, shall be increased
17 by a percentage factor equal to 90% of the increase in the Consumer Price Index (CPI-W),
18 U.S. All Cities Index, September 1995 - September 1996 base year; provided, however, that
19 the amount produced by application of the foregoing shall not be less than 2.0% nor greater
20 than 6%.

21 Section 3. Shift Differentials: The value of the shift differential has been rolled over
22 into the base wage of all employees in this bargaining unit and is included in the wages
23 outlined in Appendix C.

24 Section 4. Communication Center Training Duty: Employees in the Communications
25 Center who are assigned in writing the responsibility of training and written evaluation of new
26 employees shall be compensated in the following manner:
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2 For each day a trainer is assigned an employee to train, the trainer will receive one (1)
3 days training credit. After a total of twenty (20) days, (i.e., four weeks), training credit has
4 been accrued, the trainer will have the option of receiving twenty (20) hours additional pay at
5 the straight time rate or twelve (12) hours additional pay and one (1) additional vacation day.
6 Each additional block of twenty (20) days training credit will entitle the trainer to the
7 aforementioned compensation option.

8 Section 5. Reinstated Employees:

9 (a) Reinstatement Within One Year: Employees who are reinstated pursuant to Civil
10 Service Rules within one calendar year of the date they left County service shall, upon
11 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful
12 completion of six (6) months actual service after reinstatement, they shall be compensated at
13 the equivalent of the same salary step that they were on when they left service plus any step
14 advancement due for the addition of the current service.

15 (b) Reinstatement Within Two Years: Employees who are reinstated pursuant to Civil
16 Service Rules within two (2) calendar years but after one (1) calendar year shall, upon
17 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful
18 completion of twelve (12) months actual service after reinstatement, they shall be compensated
19 at the equivalent of the same salary step that they were on when they left service plus any step
20 advancement due for the addition of the current service. (Note to DB: Make change per Anne
21 Hendrickson.)

22 (c) In order to receive credit for prior service under this Section, employees must
23 receive an overall rating of "Meets Standards" or better on all performance evaluations during
24 the six (6) month or one (1) year period respectively.

25 Section 6. Eligibility for Dispatcher Pay: To be eligible for dispatcher pay rates, an
26 employee must be performing dispatching work or be dispatcher qualified and assigned by the
27 Department to non-dispatching duties. Employees who cannot dispatch due to medical

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disabilities may remain on the dispatcher salary scale for up to 6 months from the date of their disability, at which time the employee's medical condition will be reevaluated and the prognosis for full recovery will determine whether the employee is placed on the Call Receiver salary scale based on his/her seniority or is allowed to remain on the Dispatcher salary scale. Provided, however, in no event will an employee who is unable to dispatch remain on the Dispatcher salary scale longer than 12 months

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ARTICLE 8: OVERTIME

Section 1. Overtime:

Computation of overtime rate is as follows:

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

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

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

(a) **Court Overtime Callouts:** 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 provisions of this section apply only to callouts for the purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. Employees will be compensated for the amount of time spent before or after their shift.

(b) **Training:** In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two hour minimum callout will be paid.

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Section 3. Overtime Authorization: All overtime shall be authorized by the Department Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew.

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

Section 5. Minimum Standards Set By Law: 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 6. Work Week: 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. Provided, the above provisions will not apply during normal quarterly shift rotation or in bona fide emergency situations.

Section 7. Compensatory Time: An employee may request compensatory time in lieu of overtime pay. Compensatory time shall be accrued on the basis of one and one-half times the hours worked. No employee may accrue more than forty (40) hours of compensatory time at any given time. The ability to use compensatory time shall be subject to normal vacation scheduling and at the discretion of management. Employees must use all accrued compensatory time prior to termination. There shall be no cash out of compensatory time. The employer agrees to publish documentation requirements as part of its policy and procedures manual.

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

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2 ARTICLE 9: HOURS OF WORK
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4 Section 1. The working hours of the classifications affected by this Agreement shall be
5 the equivalent of forty (40) hours per week on an annualized basis.

6 Section 2. Work Schedules: The establishment of reasonable work schedules and
7 starting times is vested solely within the purview of department management and may be
8 changed from time to time provided a two (2) week prior notice of change is given, except in
9 those circumstances over which the Department cannot exercise control. PROVIDED: the
10 required two (2) calendar week (or ten (10) working days) notification period shall not
11 commence until the employee has received verbal or written notification of the proposed
12 change.

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

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

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

20 Section 5. Job Sharing: If two employees in the same job classification and work
21 site wish to job share one full time position, they shall submit such a request in writing to their
22 immediate supervisor. The immediate supervisor shall submit such request to the Division
23 Chief, via the Division Manager. The request shall be transmitted to the Sheriff/Director.
24 The Sheriff/Director shall have ninety (90) days from the date he/she receives the request to
25 review the request and either approve or deny the request for job sharing. Employees who job
26 share one full time position shall receive pro-rata benefits except medical benefits shall be
27 granted on the same basis as other half-time County employees. In the event that one of the

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job-sharing employees terminates his/her employment (voluntarily or involuntarily), the

County shall have the following options:

- (a) No change to the situation, allowing a half-time position to continue.
- (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.

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ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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.

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ARTICLE 11: MISCELLANEOUS

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

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

Section 3. Civil Service Hearings: Employees who are directly involved with proceedings before the Civil Service Commission may be allowed to attend without loss of pay provided prior permission is granted by the Department Director or his/her designee.

Section 4. Negotiations/Business Leave Bank. The Union will establish a business leave bank for Union activity. The bank hours shall be established through the deduction of vacation hours only (excluding probationary employees). Up to two (2) hours annually may be deducted from each employee's leave account to fund the leave bank. The Employer agrees to administer the leave bank account, provided the Union has the sole discretion to determine who may use the business leave bank and under what circumstances, and will cooperate with the County/Department of Public Safety to simplify the administration of such leave bank. The release of employees for Union business leave shall not be unreasonably withheld. The employee shall submit requests for Union leave to the employer a minimum of five (5) days prior to the requested leave date.

Section 5. Access to Premises: The Department administration shall afford Union representatives a reasonable amount of time while on on-duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with

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2 assignment duties. Time spent on such activities shall be recorded by the Union representative
3 on a time sheet provided by the supervisor.

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

6 **Section 6. Loss of Personal Effects:** Employees who suffer a loss or damage, in the
7 line of duty, to personal property and/or clothing, will have same repaired or replaced at
8 department expense, not to exceed \$150.00.

9 **Section 7. Work Out of Class:** Whenever an employee is assigned, in writing, by the
10 division manager or his/her designee, to perform the duties of a higher classification for a
11 period of three working days or more, that employee shall be paid at the first step of the
12 higher class or a minimum of five percent (5%) , whichever is greater, over the salary
13 received prior to the assignment, for all time spent while so assigned.

14 **Section 8. Lead Worker Pay:** Employees assigned, in writing, by the division
15 manager or his/her designee to perform lead-worker duties, shall be compensated at a rate
16 which is five percent (5%) greater than their regular rate for all time so assigned. Assignment
17 of "lead worker" status or pay will not confer on an employee any privilege or right, including
18 the right of appeal, right of position, right of transfer, demotion, promotion, or reinstatement.
19 Lead worker assignments and pay may be revoked at any time at the sole discretion of the
20 appointing authority or his/her designee. At such time as the "lead worker designation is
21 removed, the employee's compensation reverts to the rate received prior to the designation.
22 Provided, however, that when revocation of lead worker pay is used as a disciplinary sanction,
23 such revocation shall be subject to the grievance procedure and just cause provisions of Article
24 12.

25 **Section 9. Salary on Promotions:** Any employee who is promoted to a higher
26 classification shall receive the beginning step for the higher classification or the next higher
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salary step as would constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

Section 10. Mandatory Higher Education: Employees who are required to obtain additional formal education beyond that initially required for employment shall be allowed time off from work with pay to attend classes/seminars with scheduling approval of same at the sole discretion of management.

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

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

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 twelve (12) hours prior to the time of reporting for jury duty.

When the employee is dismissed from jury duty (completion of jury duty assignment) the employee is required to contact his/her supervisor immediately. The supervisor will instruct the employee when to report to work, PROVIDED: there must be a minimum of

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twelve (12) hours between the time the employee is dismissed from jury duty and the time he/she must report for regular duties.

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ARTICLE 12: GRIEVANCE PROCEDURE

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

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

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

Procedure

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

The grievance must:

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

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

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2 *Step 2 - Division Manger*: If, after thorough discussion with the immediate supervisor,
3 the grievance has not been satisfactorily resolved, the employee and his/her representative
4 shall present the grievance to the appropriate manager for investigation, discussion and
5 written reply. The appropriate manager shall be defined as Section Commander. The
6 manager shall make his/her written decision available to the aggrieved employee within ten
7 working days. If the grievance is not pursued to the next higher level within five working
8 days, it shall be presumed resolved.

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

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

24 This committee shall convene a hearing for the purpose of resolving the grievance.
25 Both parties to the grievance shall be entitled to call witnesses on their behalf, and all such
26 hearings shall be closed for the purpose of maintaining confidentiality, unless otherwise
27 mutually agreed to. The Committee Chair shall render a decision within fifteen (15) working

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2 days of the hearing. If the Chair fails to render a decision within 15 days the Union may
3 proceed to step 5 of this grievance procedure (except for written reprimands, which may not
4 be appealed to step 5.) The proceedings shall be informal. The parties shall not be
5 represented by outside attorneys. "Outside" attorneys are those who do not work for King
6 County or for the Union. Rules of evidence do not apply. The purpose shall be to determine
7 the validity of the grievance and render a decision appropriate to that determination.
8 Employer grievances shall be initiated at step 4 of the grievance procedure.

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

15 *Step 5 - Arbitration:* Either the County or the Union may request arbitration within
16 thirty (30) days of the issuance of the Step 4 decision and the party requesting arbitration must
17 at that time specify the exact question which it wishes arbitrated. The parties shall then select
18 a third disinterested party to serve as an arbitrator. In the event that the parties are unable to
19 agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators
20 furnished by the American Arbitration Association or the Federal Mediation and Conciliation
21 Service, or by another agency if the parties mutually agree. The arbitrator will be selected
22 from the list by both the County representative and the Union, each alternately striking a name
23 from the list until one name remains. The arbitrator, under voluntary labor arbitration rules of
24 the Association, shall be asked to render a decision promptly and the decision of the arbitrator
25 shall be final and binding on both parties.
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The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

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

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

Written reprimands may not be used for purposes of progressive discipline once three (3) years have passed from the date the reprimand was issued, and the employer has documented no similar problems with the employee during this three (3) year time period. In those instances where disciplinary action is based on reasonable evidence of the commission of

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a crime, or the proposed discipline involves suspension or termination of the employee the grievance procedure will begin at Step 3, unless step 3 is waived by mutual agreement of parties, in which case the procedure will begin at the next appropriate step.

Section 8. Probationary Period: All newly hired and promoted employees must serve a probationary period as defined in RCW 41.14 and Civil Service Rules. As the above 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, or are demoted during the promotional probationary period for performance related issues. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

Section 9. Union Concurrence: 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.

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ARTICLE 13: BULLETIN BOARDS

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

4 with respect to compensation, terms, conditions, or privileges of employment because of race,

5 color, religion, national origin, sexual orientation, age, sex, or any sensory, mental or

6 physical 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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ARTICLE 15: SAVINGS CLAUSE

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.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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4 Section 1. No Work Stoppages: The employer and the signatory organization agree
5 that the public interest requires efficient and uninterrupted performance of all County services,
6 and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this
7 objective. Specifically, the signatory organization shall not cause or condone any work
8 stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
9 duties, sick leave absence which is not bona fide, or other interference with County functions
10 by employees under this agreement and should same occur, the signatory organization agrees
11 to take appropriate steps to end such interference. Any concerted action by any employees in
12 any bargaining unit shall be deemed a work stoppage if any of the above activities have
13 occurred.

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

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

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

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

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ARTICLE 18: REDUCTION-IN-FORCE

Section 1. *Layoff Procedure:* Employees laid off as a result of a reduction in force shall be laid off according to seniority within the department 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 Department with the same classification and seniority, the Department head will determine the order of layoff based on employee performance, PROVIDED: no regular or probationary employee shall be laid off while there are temporary extra-help employees serving in the class or position for which the regular or probationary employee is eligible and available.

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


Section 3. *Re-employment List:* 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.

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2 ARTICLE 19: DURATION

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4 This Agreement shall be effective from January 1, 1995 through December 31, 1997.

5 Written notice of desire to modify this agreement shall be served by either party upon the
6 other at least sixty (60) days prior to the date of expiration, namely October 31, 1997.

7 APPROVED this 19th day of July, 1995.

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KING COUNTY EXECUTIVE

11 SIGNATORY ORGANIZATION:

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14 Public Safety Employees, Local 519

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16 190:519com95
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ADDENDUM A

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.

ADDENDUM B

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

1. Department:

King County Department of Public Safety

2. Department Manual:

King County Department of Public Safety Manual.

3. Immediate Family:

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

4. Party:

Either King County or Public Safety Employees, Local 519, Communication Center.

5. Extra Help Position:

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

6. Extra Help Employee:

An employee in an extra help position, and paid on an hourly basis without Civil Service or Career Service status, vacation, sick leave or other benefits.

7. Regular Part-Time Position:

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

**1995 WAGE RATES
PUBLIC SAFETY EMPLOYEES, LOCAL 519**

Communications Center Employees

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
7451	Communication Specialists Call Receiver	2249.67	2362.16	2480.25	2604.28	2734.52				
	Dispatcher				2604.28	2734.52	2871.19	3014.77	3165.52	3323.78
7452	Communication Specialists Supervisors	3615.37	3796.14	3985.97						
7453	Police Data Technicians *	2480.25	2604.28	2734.56	2871.19	3014.77				
7454	Police Data Technicians Supervisors *	3279.16	3443.16	3615.31						

* These members are included in the bargaining unit without prejudice to the County's position on their inclusion, as expressed in its March 31, 1995 letter to the union.