

December 1, 1995

Introduced By:

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BF/lk 505D2

Proposed No.:

96-026

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ORDINANCE NO. **12078**

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AN ORDINANCE establishing and adopting the provisions and amendments to the "1984 Agreement regarding the Seattle-King County Department of Public Health" and authorizing the King County Executive to enter into the same.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. FINDINGS:

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A. The King County council, by Motion 6129 and the Seattle City Council by Ordinance 111994 authorized the "1984 Agreement regarding the Seattle-King County Department of Public Health" (the "interlocal Agreement") providing for the administration, structure and funding of the Seattle-King County department of public health.

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B. Both jurisdictions have expended considerable amounts of time and effort devising mutually agreeable ways of achieving a unified and consistent personnel system for employees covered by the Interlocal Agreement.

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C. Past proposed solutions have not effectively addressed the need to provide for uniform personnel policies and practices.

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D. King County and the City of Seattle, for reasons of efficiency and consistency, wish to have all employees covered by the Interlocal Agreement under the same personnel system as other King County employees.

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E. King County and the City of Seattle, wish that all employees covered by the Interlocal Agreement be under the personnel system established by Title 3 of Chapter 12 of the King County Code.

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F. King County and the City of Seattle, to achieve that end, wish to enter into and have enacted into ordinance the Interlocal Agreement and its amendments (the "Amended Interlocal Agreement").

(Revised) AMENDMENT
TO 1984 AGREEMENT REGARDING THE SEATTLE-KING COUNTY
DEPARTMENT OF PUBLIC HEALTH

The City of Seattle (the "City") and King County (the "County") hereby amend their 1984 "Agreement Regarding the Seattle-King County Department of Public Health (Revised 9/84)"¹ (the "Agreement") as follows:

1. PURPOSE

The purpose of this Amendment is to formally effect and confirm the transfer to the County personnel system of all employees of the Seattle-King County Department of Public Health (the "Department") who may presently be (or may consider themselves to be) City employees. This specifically includes Department "Pooling Fund Employees" (as defined below). It is the goal of the parties that these employees be transitioned to the County personnel system with minimal disruption to the employees.

2. DEFINITIONS

"**Pooling Fund Divisions**" are the following divisions of the Department: Administrative Services, County Health Services, Environmental Health Services, Regional Health Services, and Seattle Health Services.

"**Pooling Fund Employees**" are all employees employed in one of the Pooling Fund Divisions.

"**County Personnel Guidelines**" are those operational procedures promulgated by the director of the Office of Human Resources Management and approved by the County Executive, as authorized by K.C.C. 3.12.350.

"**Transfer Date**" shall mean the date upon which the transfer from City to County employment shall take effect, which, unless the parties otherwise agree, shall be January 1, 1996.

3. DEPARTMENT PERSONNEL

Section 7 of the Agreement is hereby amended to read as follows:

(Rev. 1/1) ¹Adopted by City of Seattle Ordinance 11194 and King County Motion 6129.

As of the Transfer Date, all employees of the Department, including all Pooling Fund Employees, shall for all purposes be employees of the County and subject to the provisions of the County Charter, County Ordinances, and County Personnel Guidelines and to the County's administration of its personnel system, except as expressly provided herein.

As County employees, these employees shall be governed by County laws and guidelines regarding all subjects of employment including, but not limited to: hiring, classification, probation, leave, benefits, exemption from career service, discipline, appeals, compensation, collective bargaining, non-discrimination, work hours, etc. The following specific provisions shall apply to these employees:

(a) Credit for Accrued Leave Balances

All employees shall be given credit in the County personnel and payroll systems for accrued sick leave and vacation benefits, translated, where necessary, so as to put them in a comparable level of accrual within the County to that they had acquired at the City.

Current temporary Pooling Fund Employees who are not receiving pay in lieu of leave benefits shall be eligible for such pay to the extent provided for in the County Personnel Guidelines. Such employees shall not be eligible for retroactive pay prior to the Transfer Date, but shall be credited with hours worked in the twelve (12) calendar months prior to the Transfer Date for the purpose of determining eligibility for pay in lieu of leave benefits.

(b) Credit for Length of Service

All employees shall be given credit by the County for length of service accrued under the City personnel system to the same extent and for the same purposes as if that length of service had been accrued under the County system.

(c) Credit for Probationary Service

City employees serving a probationary period at Transfer Date shall be given credit for any time served in that position as a City employee toward completing that probationary period.

(d) Limited Transfer Rights

City employees subject to this Amendment shall have a period of 90 days following the Transfer Date during which they may exercise any preferential status they may have for transfer to another position within the City personnel system. At the end of that period, they shall have no further preferential status under the City system.

(e) Retirement

Pooling Fund Employees who are members of the Seattle City Employees Retirement System at the Transfer Date shall remain members of that system and for that limited purpose be considered City employees. Transfer from City to County employment under this Agreement shall not be considered separation from the City for purposes of the Seattle City Retirement System.

For Pooling Fund Employees who remain in the City Retirement system, the County will, after the Transfer Date, assist the City Retirement System in determining eligibility for retirement benefits by certifying any retirement or other separation from service of such an employee according to the standards used by the City Retirement System. After the Transfer Date, the "employer's" retirement contributions for Pooling Fund Employees who remain in the City Retirement system, shall be made by the County in accordance with applicable City ordinance(s), County ordinance(s), and state law.

All Pooling Fund Employees hired after the Transfer Date shall be covered by the state PERS Retirement System, pursuant to applicable County ordinance(s) and state law.

(f) Medical, Dental, Long-Term Disability, Accidental Death and Dismemberment, and Life Insurance

Following the Transfer Date, eligible Pooling Division Employees shall participate in group medical, dental, long-term disability accidental death and dismemberment, and life insurance programs benefits, provided under the County personnel system. Prior to the Transfer Date, the County shall provide Pooling Fund Employees with a meaningful open enrollment opportunity to select coverage under these programs.

All otherwise-eligible Pooling Fund Employees hired on or after the Transfer Date shall participate in the County group medical, dental, long-term disability accidental death and dismemberment, and life insurance programs.

(g) Industrial Insurance

All employees shall be covered by the County's Industrial Insurance program except that any claim filed under the City's Industrial Insurance program prior to the Transfer Date, whether still open or reopened after that date, shall continue to be administered by the City under its program.

(h) Deferred Compensation

All new Pooling Fund Employees hired after the Transfer Date shall be eligible to participate in the County's deferred compensation program.

Employees who are participating or have previously participated in the City's deferred compensation program shall, if permitted by federal law, be allowed to (1) freeze their City program assets, or (2) roll over their asset values into the County program effective January 1, 1996, or, (3) withdraw their assets, subject to applicable penalties and taxes.

(i) Collective Bargaining Agreements

The provisions set forth in this amendment shall be considered the "unique personnel system" contemplated by existing collective bargaining agreements. The County shall assume any rights and obligations of the City in any collective bargaining agreement governing Department employees. As a means of preserving the City's interests in containing the operating costs of the Department, the County will allow a City representative to comment on proposed bargaining positions and observe bargaining sessions with labor unions representing Department employees.

(j) Hold Harmless and Indemnification

The City shall hold the County, its officers, agents and employees, acting within the scope of their official duties as such, harmless from any claims (including demands, causes of action and liabilities of any nature, including costs and expenses, for and on account of injuries or damages sustained by any persons or property) resulting in whole or in part from activities or omissions of the City, its officers, agents or employees in the administration of the City's personnel system prior to the Transfer Date.

Subsequent to the Transfer Date, such claims shall be handled in the manner provided below in Section 4 of this Amendment.

4. CLAIMS AGAINST DEPARTMENT AND EMPLOYEE CLAIMS AGAINST CITY

(a) Handling of Claims

The County and the King County Prosecuting Attorney shall be responsible for defending or providing for the defense of all claims, suits or actions which arise from the County's administration of the Department, or the good faith act of the Departments' officials, employees or authorized agents within the scope of their official duties, and shall be likewise responsible for defending or providing for the defense of the City in the event of any employee claims for injuries arising out of or occurring on or in City-owned office space or vehicles, where such claims allege a tort cause of action and seek monetary damages. The processing, defense, and settlement of such claims shall be handled according to the provi-

sions of King County Code chapter 4.12 governing claims against the County under its risk management program.

Claims against the Department or its employees alleging contract theories, seeking non-monetary relief, or which are otherwise not within the scope of the County's risk management program, shall be handled by the County and the King County Prosecuting Attorney. Any claims arising from the transfer of employees from the city personnel system into the county personnel system shall be defended and any costs, claims, and judgements paid, jointly by the city and the county"

(b) Payment and Funding for Claims

The Department shall contribute to the County's risk management program on the same basis as such contributions are required from all other County departments. The City shall be responsible for sharing the costs of such contributions, including the costs of any employee claims for injuries arising out of or occurring on or in City-owned office space or vehicles, as part of the joint funding of Administrative Division costs pursuant to Section 8(a) of the Agreement. The cost of any claim which arises out of the County's administration of the Department and which is outside the scope of the County's risk management program shall be jointly paid by the City and County according to the same ratio used for the joint funding of the Administrative Division and for the risk management program, but separate from, and in addition to the contributions to the risk management program.

KING COUNTY

By: _____
(Signature) (Date)

(Type or print name of signer)

(Type or print title of signer)

THE CITY OF SEATTLE

By: _____
(Signature) (Date)

(Type or print name of signer)

(Type or print title of signer)