

ORDINANCE NO. **12465**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Washington State Council of County and City Employees, representing employees in the Department of Adult Detention; 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 the Washington State Council of County and City Employees, representing employees in the Department of Adult Detention and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 16th day of September, 19 96.

PASSED by a vote of 12 to 0 this 23rd day of September, 19 96.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:

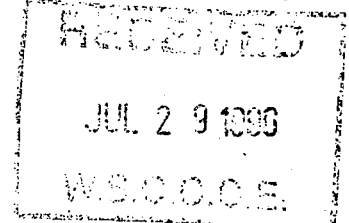
Gerald A. Peterson
Clerk of the Council

APPROVED this 4th day of October, 19 96.

for Kevin Raymond
King County Executive

Attachment:
Collective Bargaining Agreement

1 AGREEMENT BETWEEN
2 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
3 LOCAL 21-AD
4 AND KING COUNTY



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1 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

2 LOCAL 21-AD

3 AND KING COUNTY

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5 **ARTICLE 1: POLICY AND PURPOSE**

6 **Section 1.** Policy. These Articles constitute an Agreement, terms of which have been
7 negotiated in good faith between the King County Labor Negotiating Team and the Union
8 subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council
9 of King County, Washington.

10 **Section 2.** Purpose. The intent and purpose of this Agreement is to promote the continued
11 improvement of the relationship between King County and its employees by providing a uniform
12 basis for implementing the right of public employees to join organizations of their own choosing, and
13 to be represented by such organizations in matters concerning their employment relations with King
14 County, and to set forth in writing the negotiated wages, hours, and other working conditions of such
15 employees in appropriate bargaining units, provided the County has authority to act on such matters,
16 and further provided, the matter has not been delegated to any civil service commission or personnel
17 board similar in scope, structure, and authority as defined in RCW 41.56.

18 **Section 3.** Nondiscrimination. Whenever words denoting gender are used in this Agreement
19 they are intended to apply equally to either gender. The employer and the Union further agree that
20 they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital
21 status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence
22 of any sensory, mental or physical handicap or disability. Issues arising under this section should be
23 taken to the appropriate agency and are not subject to the grievance procedure of this contract.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1.** Membership. The Employer recognizes the Union as the exclusive bargaining
3 representative for all full- and part-time bargaining unit members of the Court Services, and Inmate
4 Management Services with the Department of Adult Detention.

5 a. Extra-help (temporary) employees shall be defined as all employees, other than
6 regular full-time and regular part-time employees, doing bargaining unit work. Extra-help
7 (temporary) employees are persons who have been employed for a portion of or throughout the
8 calendar year whose purpose is to cover seasonal peaks work loads, emergency work loads of limited
9 duration, necessary sick leave, vacation relief, parental leave, special projects, replacing an injured
10 worker, or while a regular position is being filled. Extra-help (temporary) employees are
11 supplementary to the regular work force and shall not be used to supplant regular employees or
12 undermine the integrity of the master schedule.

13 **Section 2.** Dues Deductions. Upon receipt of written authorization individually signed by a
14 bargaining unit member, the County will have deducted from the pay of such member the amount of
15 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the
16 Union. The Union will indemnify, defend, and hold the County harmless against any claims made
17 and against any instituted against the County on account of any check-off of dues for the Union. The
18 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
19 provision upon presentation of proper evidence thereof.

20 **Section 3.** Agency Shop. It shall be a condition of employment that all employees covered
21 by this Agreement who are members of the Union in good standing as of the effective date of the
22 Agreement shall remain members in good standing. It shall also be a condition of employment that
23 all other employees covered by this Agreement shall within thirty (30) days of the effective date of
24 this Agreement become and remain members in good standing in the Union. It shall also be
25 condition of employment that all regular employees covered by this Agreement and hired or assigned
26 into the bargaining unit on or after its effective date shall, on the thirtieth (30) day following the
27 beginning of such employment, become and remain members in good standing in the Union;
28 provided, however, that nothing contained in this section shall require an employee to join the Union

1 who can substantiate membership in a church or religious body that, through bona fide religious
2 tenets or teachings, prohibits the payment of dues to union organizations, in which case the employee
3 shall pay an amount of money equivalent to the regular union dues to a non-religious charity or to
4 another charitable organization mutually agreed upon by the employee affected and the bargaining
5 representative to which the employee would otherwise pay the dues. The employee shall furnish
6 written proof that such payments have been made.

7 **Section 4.** Employment Lists. The County will transmit to the Union a current listing of all
8 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice
9 per calendar year. Such list shall include the name of the employee, classification, department,
10 salary, and date of hire.

11 **Section 5.** Exclusive Negotiations. The Employer will not negotiate or handle grievances
12 with any employee organization other than Local 21-AD with reference to terms and conditions of
13 employment of the recognized bargaining unit members. When individuals or organizations other
14 than Local 21-AD request negotiations or handling of grievances, they will be advised by the
15 Employer to transmit their request to Local 21-AD. Similarly, Local 21-AD will advise any
16 individuals or organizations seeking to negotiate or handle grievances that Local 21-AD is the
17 exclusive representative of bargaining unit members in the Local and will be the only agency to
18 approach the Employer on these matters.

19 **Section 6.** No Work Stoppages. The employer and the Union agree that the public interest
20 requires efficient and uninterrupted performance of all County services and, to this end, pledge their
21 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall
22 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
23 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
24 County functions by employees under this Agreement and, should same occur, the Union agrees to
25 take appropriate steps to end such interference. Any concerted action by any employees in the
26 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

27 **Section 7.** Responsibility of Local 21-AD. Upon notification in writing by the County to the
28 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in

1 writing, order such members to immediately cease engaging in such work stoppage, and provide the
2 County with a copy of such order. In addition, if requested by the County, a responsible official of
3 the Union shall publicly order such bargaining unit member to cease engaging in such a work
4 stoppage.

5 **Section 8.** Penalties for Work Stoppage. Any employee who commits any act prohibited in
6 this Article shall be considered absent without authorized leave and shall be considered to have
7 resigned.

1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1.** Disciplinary Action. Employees who have completed their probationary period
3 shall not be disciplined or discharged except for just cause. When the County initiates disciplinary
4 action in response to a charge or complaint, the employee shall be apprised of the allegations. If the
5 County determines to bring disciplinary action against an employee for any reason, the employee
6 shall be notified in writing and be apprised of his/her rights of appeal as provided in Article 11 of this
7 Agreement.

8 **Section 2.** File Review by Member. Any bargaining unit member shall have the right to
9 examine his/her own departmental personnel files. Reasonable requests for copies of material
10 contained in personnel files will be honored. The parties recognize that it may become necessary to
11 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,
12 at the rate established by County Council ordinance.

13 **Section 3.** File Review by Local 21-AD. With written permission from the employee, Local
14 21-AD representatives shall have the right to examine the bargaining unit member's departmental
15 personnel file.

16 **Section 4.** No Secret Files. There shall be no secret files on any bargaining unit member.
17 Material placed into the employee's departmental personnel file relating to job performance or
18 personal character shall be brought to his/her attention prior to placement in the file. The employee
19 may challenge the inclusion of any document placed in the file as provided in Article 11 of this
20 Agreement.

21 **Section 5.** At the employee's request, materials relating to corrective counseling will be
22 removed from the employee's file after a twelve (12) month period unless another act of misconduct
23 has been committed during the twelve (12) month period.

24 **Section 6.** Personal Property Damage. Employees who unavoidably suffer a loss or damage
25 to essential personal property, other than damage or loss to their vehicle or property contained in their
26 vehicle, while on duty shall have same repaired or replaced at County expense, provided that such
27 reimbursement shall not exceed three hundred (\$300) per incident. Paperwork necessary to process
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1 claims covered under this section will be processed by the County with due speed upon receipt of the
2 claim from the employee.

3 **Section 7.** Bulletin Boards. The Employer agrees to permit the Union to post on County
4 bulletin boards the announcement of meetings, election of officers, and any other material relating to
5 Union activities so long as that material does not support or oppose political candidates or political
6 issues.

7 **Section 8.** Classifications. The County will advise the Union in writing and in advance about
8 the creation of any new or reclassified position. Such notification will include a list of duties and
9 responsibilities, along with a statement about the desirable qualifications. The County and the Union
10 will review and attempt to reach a mutual agreement in determination of inclusion or exclusion in the
11 bargaining unit of any newly created or reclassified positions. Should the parties fail to reach a
12 mutual agreement, the matter will be referred to the Public Employment Relations Commission for
13 unit clarification. In the event that the County wishes to fill the position pending the unit/clarification
14 decision, the promotional procedures contained in Article 13 shall apply.

15 **Section 9.** No employee shall be directed to work in a manner or condition that does not
16 comply with State or Federal Law.

17 **Section 10.** For purposes of this Agreement except for computation of sick leave and
18 vacation, seniority shall be defined as length of continuous service within a classification without a
19 break in that service. For purposes of sick leave and vacation accrual, seniority begins at the date of
20 hire into the County. When a bargaining unit member is assigned to a temporary assignment, his/her
21 seniority shall continue to accrue within the bargaining unit.

22 **Section 11.** Newly hired employees shall serve a six (6) month probationary period. The
23 probationary period is an extension of the hiring process. Termination during this period is not
24 grievable.

25 **Section 12.** If King County Council passes an ordinance giving employees bus passes during
26 this Agreement, bargaining unit will receive them at that time.

27 **Section 13.** Management will pay for the DAD badge agreed upon by LMRC to be given to
28 new employees upon successful completion of probation.

1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **Section 1.** It is recognized that the Employer retains the right, except as otherwise provided
3 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of
4 the Employer include, but are not limited to:

5 a. recruit, examine, select, promote, transfer and train Employees of its choosing,
6 and to determine the times and methods of such actions;

7 b. assign and direct the work; assign overtime, utilizing the procedures agreed to
8 under the provision of Article 14; develop and modify class specifications as well as assignment for
9 the salary range for each classification and allocate positions to those classifications; determine the
10 methods, materials and tools to accomplish the work; designate duty stations and assign Employees
11 to those duty stations;

12 c. reduce the work force due to lack of work, funding or other cause consistent
13 with efficient management and procedures set forth in this Agreement; discipline, suspend, demote,
14 or dismiss Employees for just cause; and

15 d. establish reasonable work rules; assign the hours of work and assign
16 Employees to shifts and days off in accordance with procedures set forth in the master schedule
17 established by this Agreement. (Article 12. Section 1.).

18 e. Discharge probationary employees during the term of their probation.

19 **Section 2.** All of the functions, rights, powers and authority of the Employer not specifically
20 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by
21 the Employer.

22 **Section 3.** Management may take whatever action necessary to implement biweekly pay
23 when and if it is passed by the County Council.

1 ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN

2 The Employer will provide a medical, dental, and life insurance plan for all regular
3 employees, and agrees to maintain such plans in effect and incorporate any changes recommended by
4 the Labor Management Insurance Committee for the duration of this Agreement.

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1 **ARTICLE 6: HOLIDAYS**

2 **Section 1.** All full-time and permanent part-time employees shall be entitled to, and
3 compensated for, the following holidays:

- 4 a. the first of January, known as New Year's Day;
- 5 b. the third Monday in January, known as Martin Luther King, Jr's Birthday;
- 6 c. the third Monday in February known as President's Day;
- 7 d. the last Monday in May known as Memorial Day;
- 8 e. the Fourth of July known as Independence Day;
- 9 f. the first Monday in September known as Labor Day;
- 10 g. the eleventh of November known as Veteran's Day;
- 11 h. the fourth Thursday in November known as Thanksgiving Day;
- 12 i. the day after Thanksgiving Day;
- 13 j. the twenty-fifth of December known as Christmas Day;
- 14 k. any day designated by public proclamation of the chief executive of the state as
15 a legal holiday;
- 16 l. each full-time employee shall receive two (2) additional personal holidays to

17 be administered through the vacation plan. One day shall be accrued on the first of October and one
18 day shall be accrued on the first of November each year.

19 **Section 2.** Holiday Pay. All employees shall take holidays on the day of observance unless
20 their work schedule requires otherwise for continuity of services, in which event, they shall either
21 schedule and take another day off in lieu thereof within one hundred-twenty (120) days of the
22 observed day or be paid for it. This holiday shall be taken at the employee's request, subject to
23 approval by management, but in no case can more than two (2) consecutive days off in lieu of
24 holidays be requested. Requests for days off in lieu of holidays shall be submitted at least two (2)
25 weeks in advance, in writing. Employees regularly scheduled to work on a holiday may request the
26 day off. Requests will be granted for the time off in seniority order for all requests submitted prior to
27 six months before the scheduled holiday. Requests made less than six months in advance will be
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1 granted in the order received. In order to maintain minimum staffing levels as determined by
2 management, requests for time off may be denied beginning with the latest request received.

3 In the event the holiday is not scheduled and taken within one hundred-twenty (120) calendar
4 days of the date of the holiday, then the employee shall be paid for the holiday at the straight time
5 rate. No holiday(s) shall be carried over into the succeeding calendar year, except those holidays in
6 which the one hundred-twenty-first (121) day will not occur until the following calendar year. PERS
7 I employees must use all their accrued holiday time prior to retirement.

8 Section 3. Work performed on holidays shall be paid at one and one-half times the regular
9 rate in addition to either receiving the regular pay for the day or another day off in lieu of the pay. In
10 order to be eligible to be paid for the holiday, an employee must be in pay status the day before and
11 the day after the holiday.

12 Section 4. A regular part-time employee shall receive pro-rated holiday benefits in the same
13 manner as outlined in this Article.

14 Section 5. An employee's scheduled work day which spans two (2) calendar days shall be
15 considered to have occurred on the calendar day it commences.

1 **ARTICLE 7: VACATION LEAVE**

2 **Section 1.** All regular full-time and part-time employees shall accrue vacation benefits
 3 according to the following table effective prospectively from the first full pay period following date
 4 of council approval:

<u>Length of Service</u>	<u>Annual Leave in Days Accrued per Year of Service</u>
Upon Hire through end of year 5	12
Upon beginning of year 6	15
Upon beginning of year 9	16
Upon beginning of year 11	20
Upon beginning of year 17	21
Upon beginning of year 18	22
Upon beginning of year 19	23
Upon beginning of year 20	24
Upon beginning of year 21	25
Upon beginning of year 22	26
Upon beginning of year 23	27
Upon beginning of year 24	28
Upon beginning of year 25	29
Upon beginning of year 26 and beyond	30

22 Employees who were employed on or before December 31, 1995, and by that date had
 23 completed at least three (3) but less than five (5) full years of service shall accrue fifteen (15) days of
 24 vacation leave per year. At the end of the fifth (5) full year of service, such employees shall accrue
 25 vacation leave as set forth above.

26 **Section 2.** Employees shall be granted vacation credit for one year of service at the end of
 27 their first year of continuous service. Employees with one or more years of continuous service shall
 28 accrue vacation benefits monthly.

1 **Section 3.** No employee shall work for compensation for the County in any capacity during
2 the time that the employee is on vacation.

3 **Section 4.** Vacation may be used in one-half hour increments, at the discretion of the
4 department director or division manager.

5 **Section 5.** Upon termination for any reason, an employee shall be paid for unused vacation
6 up to the maximum allowed accumulation.

7 **Section 6.** No employee shall earn the equivalent of a month's vacation credit during a month
8 when the employee is absent without pay more than three (3) working days; provided, however, that
9 discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce
10 vacation credit. An employee shall not be granted vacation benefits if not previously accrued.

11 **Section 7.** In cases of separation by death, payment of unused vacation benefits shall be made
12 to the employee's estate or, in applicable cases, as provided for by state law.

13 **Section 8.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time
14 regular employees who are employed at least half-time and receive vacation and sick leave may
15 accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week.

16 Employees may accrue additional vacation beyond the maximum specified herein when, as a
17 result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees
18 shall use or forfeit the excess accrual prior to December 31 of the year in which the excess was
19 accrued.

20 **Section 9.** Regular Part-time Employees. Employees whose employment status is regular
21 part-time shall receive vacation leave benefits in accordance with the provision of this Article;
22 however, such benefit shall be prorated based on the number of hours the employee is regularly
23 scheduled to work.

24 **Section 10.** If an employee resigns from County employment in good standing or is laid off
25 and subsequently returns to County employment within two years from such resignation or lay off, as
26 applicable, the employee's prior County service shall be counted in determining the vacation leave
27 accrual rate under this article.

1 **Section 11.** Leave for Organ Donors. The department shall allow employees eligible for
2 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
3 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
4 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
5 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;
6 provided that the employee shall:

7 1. Give the department reasonable advance notice of the need to take time off
8 from work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury,
9 pain or the eventual death of the identified recipient.

10 2. Provide written proof from an accredited medical institution, organization or
11 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
12 or to participate in any other medical procedure where the participation of the donor is unique or
13 critical to a successful outcome.

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1 **ARTICLE 8: SICK LEAVE**

2 **Section 1.** Every regular full-time and part-time employee shall accrue sick leave benefits at a
3 monthly rate equal to 0.04616 for each hour in pay status exclusive of overtime or comp time up to a
4 maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first
5 of the month following the month in which the employee commenced employment. The employee is
6 not entitled to sick leave if not previously earned.

7 **Section 2.** No employee shall earn sick leave credits during a month when the employee is
8 absent without pay more than three (3) working days; provided, however, that discipline resulting in
9 suspension not exceeding ten (10) working days shall not serve to reduce sick leave credit. An
10 employee shall not be granted sick leave benefits if not previously approved.

11 **Section 3.** After the first six months of full-time service, a regular employee may, at the
12 division manager's discretion, be permitted to use up to five (5) days of vacation as an essential
13 extension of used sick leave. If an employee does not work a full twelve months, any vacation credit
14 used for sick leave must be reimbursed to the County upon termination.

15 **Section 4.** Management is responsible for the proper administration of this benefit. A
16 doctor's certificate verifying illness or inability to perform work may be required of an employee for
17 any sick leave used when the County suspects there has been an abuse of sick leave.

18 **Section 5.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

19 **Section 6.** Separation from County employment, except by retirement or reason of layoff due
20 to lack of work, funds, or efficiency reasons, shall cancel all sick leave currently accrued to the
21 employee. Should the employee resign in good standing or be laid off and return to County
22 employment within two years, accrued sick leave shall be restored.

23 **Section 7.** Employees eligible to accrue sick leave and who have successfully completed at
24 least five (5) years of County service and who retire as a result of length of service or who terminate
25 by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as
26 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
27 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
28 mandatory withholdings.

1 **Section 8.** Accrued sick leave may be used for the following reasons:

2 1. The employee's bona fide illness; provided, that an employee who suffers an
3 occupational illness may not simultaneously collect sick leave and worker's compensation payments
4 in a total amount greater than the net regular pay of the employee;

5 2. The employee's incapacitating injury, provided that:

6 a. An employee injured on the job may not simultaneously collect sick
7 leave and worker's compensation payments in a total amount greater than the net regular pay of the
8 employee;

9 b. An employee may not collect sick leave for physical incapacity due to
10 any injury or occupational illness which is directly traceable to employment other than with the
11 County.

12 3. Exposure to contagious diseases and resulting quarantine.

13 4. A female employee's temporary disability caused by or contributed to by
14 pregnancy and childbirth.

15 5. The employee's medical or dental appointments, provided that the employee's
16 appointing authority has approved the use of sick leave for such appointments.

17 6. To care for the employee's child or the child of an employee's domestic
18 partner if the following conditions are met:

19 a. The child is under the age of eighteen;

20 b. The employee is the natural parent, stepparent, adoptive parent, legal
21 guardian or other person having legal custody and control of the child;

22 c. The employee's child or the child of an employee's domestic partner
23 has a health condition requiring the employee's personal supervision during the hours of his/her
24 absence from work;

25 d. The employee actually attends to the child during the absence from
26 work.

27 7. Illness within the employee's immediate family which requires the attendance
28 of the employee or where the employee's presence on the job could jeopardize the health of fellow

1 employees. Under these conditions, the employee may use accrued sick leave the same as if the
2 employee was personally under a medical disability. The supervisor may require a doctor's certificate
3 showing the requirement that the employee be in attendance.

4 8. In each case of absence due to illness or injury, it shall be the responsibility of
5 the employee to notify the employee's supervisor of the absence and the anticipated duration of the
6 absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the
7 commencement of the employee's shift shall be grounds for disciplinary action.

8 9. Up to one day of sick leave may be used by an employee for the purpose of
9 being present at the birth of his/her child.

10 Section 9. An employee who has exhausted all of his/her sick leave may use accrued vacation
11 leave as sick leave before going on leave of absence without pay, if approved by the department's
12 division manager.

13 Section 10. In January of each calendar year, employee sick leave usage will be reviewed.
14 Permanent full-time and part-time employees who have used two (2) or less days of sick leave during
15 the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited
16 to their vacation account. Employees who have used more than two (2) but less than four (4) sick
17 leave days shall have one (1) additional day credited to their vacation account. The additional
18 vacation credits specified herein shall not affect sick leave amounts.

19 Section 11. Regular Part-Time Employees. Employees whose employment status is regular
20 part-time shall receive sick leave benefits in accordance with the provisions of this Article; however,
21 such benefit shall be prorated based on the number of hours the employee is regularly scheduled to
22 work.

23 Section 12. Donation of Vacation and Sick Leave Hours.

24 A. Vacation leave hours.

25 1. Any full-time regular employee or part-time regular employee, who is
26 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
27 accrued vacation leave to a full-time regular employee or part-time regular employee who is
28 employed at least half-time and receives vacation and sick leave. Such donation will occur upon

1 written request to and approval of the donating and receiving employees' department director(s),
2 except that requests for vacation donation made for the purposes of supplementing the sick leave
3 benefits of the receiving employee shall not be denied unless approval would result in a departmental
4 hardship for the receiving department.

5 2. The number of hours donated shall not exceed the donor's accrued vacation
6 credits as of the date of the request. No donation of vacation hours shall be permitted where it would
7 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

8 3. Donated vacation leave hours must be used within ninety (90) calendar days
9 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
10 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded
11 from vacation leave payoff provisions contained in this Agreement. For purposes of this section, the
12 first hours used by an employee shall be accrued vacation leave hours.

13 B. Sick leave hours.

14 1. Any full-time regular employee or part-time regular employee who is
15 employed at least half-time and received vacation and sick leave may donate a portion of his or her
16 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at
17 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving
18 employees' department director(s).

19 2. No donation shall be permitted unless the donating employee's sick leave
20 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
21 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
22 year.

23 3. Donated sick leave hours must be used within ninety (90) calendar days.
24 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
25 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
26 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
27 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.
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1 C. All donations of vacation and sick leave made under this Agreement are strictly
2 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
3 compensation or benefits in exchange for donating vacation or sick leave hours.

4 D. All vacation and sick leave hours donated shall be converted to a dollar value based on
5 the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided
6 by the receiving employee's hourly rate to determine the actual number of hours received. Unused
7 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at
8 the time of reconversion.

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1 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

2 **Section 1.** Bereavement Leave. Regular full-time employees shall be entitled to three (3)
3 days of bereavement leave per year due to death of a member of the employee's immediate family.
4 Regular full-time employees who have exhausted their bereavement leave shall be entitled to use sick
5 leave in the amount of three (3) days for each instance when death occurs to a member of the
6 employee's immediate family.

7 **Section 2.** For the purpose of this Agreement, immediate family is construed to mean persons
8 related by blood or marriage or through a domestic partnership to an employee as follows:
9 grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child,
10 brother, sister, grandchild, and any persons for whose financial or physical care the employee is
11 principally responsible.

12 **Section 3.** Union Business Leave. Authorized Union representatives shall be allowed up to
13 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate
14 Union business. Local 21-AD shall inform the employer of the names of authorized representatives.
15 Prior to using any of the above-designated time, or leave bank time, employees will submit written
16 requests to their supervisor for prior approval. Any excess usage over ten (10) hours shall be
17 subtracted from the bank in Section 4.

18 **Section 4.** The Union will establish a union leave bank for union representatives to access to
19 perform authorized Union activities. This bank shall be established through the donation of one (1)
20 vacation hour annually by each regular employee in the bargaining unit.

21 The department agrees to administer the leave bank account provided the Union has sole
22 discretion to determine what activities the bank is utilized for and which union representatives may
23 access it.

24 The release of union representatives for union business leave shall not be unreasonably
25 denied. The Union will provide the department with a minimum of five (5) days notice of the need to
26 access the bank.

1 **ARTICLE 10: LIMITED DUTY ASSIGNMENT POLICY DUE TO PREGNANCY**

2 **Section 1.**

3 A. Limited duty assignment policy due to pregnancy.

4 1. The County is committed to affirmative action in hiring and the full
5 participation of women in all occupations throughout the County's work force.

6 2. Pregnancy is a normal occurrence in a woman's life.

7 3. The County has already established maternity and parental leaves for its
8 employees.

9 4. It is desirable to establish a policy to reasonably accommodate pregnant female
10 County employees in a medically approved limited duty assignment.

11 B. Definition.

12 "Employee," for purposes of this limited duty assignment policy, means a full-time
13 regular employee or a part-time regular employee. Promotional probation may be extended at the
14 discretion of the director and after consultation with an employee's appointing authority so an
15 employee who utilizes the limited duty provisions of this section has the opportunity to perform for
16 the established promotional probationary period.

17 C. Establishment of Policy.

18 1. It is the policy of the County to recognize that pregnancy is a normal event in a
19 woman's life and that provisions shall be made to provide all female employees the opportunity to
20 continue to participate in the work force during and up to three months after a pregnancy.

21 2. A female employee, who upon the advice of her physician, cannot safely
22 perform all of the normal duties of her job due to pregnancy and who indicates a desire to continue
23 working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon
24 concurrence of the director receive consideration for temporary reassignment. The County shall,
25 where reasonably possible, accommodate a female employee's desire for medically approved
26 continued employment during pregnancy and up to three (3) months thereafter via one (1) or more of
27 the three (3) alternatives listed. The first alternative shall have preference and assignments and/or
28 reassignments shall be given within an employee's department where possible. The Office of Human

1 Resources Management shall be responsible for coordination of the following limited duty

2 alternatives:

3 a. Temporary assignment to limited duties within the employee's
4 classification.

5 b. Temporary reassignment of the employee to a similar classification
6 with equal pay for which the employee is qualified;

7 c. Only if the director concurs that an employee cannot reasonably be
8 accommodated by paragraphs C.2.a or b in this Article, temporary reassignment of the employee can
9 be made to another classification for which the employee is qualified but with lesser pay, to be
10 assigned at the pay step closest to that which the employee was receiving in her normal job
11 classification.

12 3. The executive shall determine and facilitate any necessary interfund transfers
13 when an employee is temporarily reassigned to another department.

14 Section 2.

15 A. Limitations.

16 1. Temporary assignments and/or reassignments made pursuant to this Article
17 shall be limited to the period of temporary incapacity caused by pregnancy both before childbirth and
18 upon return to work, all prior to the time when released by the employee's physician to return to full
19 duty.

20 2. For the purposes of this Article, temporary incapacity is defined as the period
21 during which because of pregnancy the employee cannot perform all of her regular duties but is
22 capable of performing a temporary limited duty assignment provided by the County as listed in
23 paragraph C Section 1 of this Article and, for purposes of this policy, in no instance shall such
24 temporary incapacity extend more than three (3) months after termination of the pregnancy.

25 3. Female employees shall continue to be eligible for paid accrued vacation and
26 sick leave and leave of absence without pay pursuant to the personnel rules and provisions of this
27 Agreement during the period of temporary incapacity due to pregnancy, pregnancy related conditions,
28 and parenting.

1 B. Procedures. The director will develop procedures to implement this policy which shall
2 include verification of the medical basis for the limited duty request. The Union and management
3 will meet to review and agree on such procedures prior to implementation.

4 C. Severability. Should any subsection, paragraph, sentence, clause or phrase of this
5 Article be declared unconstitutional or invalid for any reason, such decision shall not affect the
6 validity of the remaining portions of this Agreement.

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1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1.** Intent. In the interest of continued good employee relations and morale, the
3 County recognizes the importance and desirability of settling grievances promptly and fairly. To
4 accomplish such, every effort will be made to settle grievances at the lowest possible level of
5 supervision. Further, employees who choose to utilize the procedure set forth in this Article will be
6 free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

7 **Section 2.** Definition. A grievance shall be defined as an alleged violation of any of the
8 express terms of this contract to include wages, hours, and working conditions as specifically
9 provided herein.

10 **Section 3.**

11 **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved employee (and
12 his/her selected representative if the employee wishes) within fifteen (15) calendar days from the date
13 the employee should have known of the occurrence, to the first level of supervision outside the
14 bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the matter and
15 notify the employee in writing within ten (10) calendar days from the date the grievance was
16 received. If a grievance is not pursued by the employee and his/her representative to the next level of
17 supervision within ten (10) calendar days from the date the Step 1 response is due or received, the
18 grievance shall be presumed resolved.

19 **Step 2.** If after thorough discussion with the supervisor the grievance has not been resolved to
20 the employee's satisfaction, the employee and/or his/her representative shall then present the
21 grievance in writing to the department director for investigation, discussion, and written reply. The
22 department director shall make a written decision available to the aggrieved employee with a copy
23 mailed to the Union and the Office of Human Resources Management within fourteen (14) calendar
24 days from the date the Step 2 grievance is received. Grievances at Step 3 and beyond must be
25 processed through the Union's business representatives.

26 **Step 3.** Failing to settle the grievance in accordance with Step 2, the grievance shall be
27 submitted in writing to the King County Director of the Office of Human Resources Management
28 (hereinafter "Director OHRM") within twenty-one (21) calendar days from the date the Step 2

1 response was received or due, whichever occurs first. The Director OHRM shall schedule a hearing
2 within twenty-one (21) calendar days from the date of receipt of the written Step 3 grievance. Both
3 parties to the grievance shall be entitled to call witnesses on their behalf. All such hearings shall be
4 closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The
5 Director OHRM or his/her designee shall render a decision within ten (10) calendar days of the
6 hearing. Prior to the hearing if mutually acceptable, the parties shall attempt grievance mediation.
7 Mediator(s) shall be requested from a mutually agreeable source. If mediation occurs and no
8 settlement is reached, the step 3 hearing will occur as described above.

9 Step 4. Arbitration. Should the Director OHRM not resolve the grievance to the satisfaction
10 of the Union, the Union may request arbitration within thirty (30) calendar days of the date the Step 3
11 response was due. The request must specify:

- 12 a. Article or Articles the County has allegedly violated;
- 13 b. details or nature of the violation;
- 14 c. position of party who is referring the grievance to arbitration;
- 15 d. questions which the arbitrator is being asked to decide; i.e., issues statement;
- 16 and;
- 17 e. remedy sought.

18 Section 4. Selection of Arbitrator. Should arbitration be chosen, the arbitrator shall be
19 selected from a panel of eleven arbitrators furnished by P.E.R.C. or F.M.C.S. The arbitrator will be
20 selected from the list by both the employer and the Union alternately striking a name from the list
21 until only one name remains. It shall be the responsibility of the party requesting arbitration to
22 contact the appropriate entity for a list. The arbitrator shall be asked to render a decision promptly
23 and the decision of the arbitrator shall be final and binding on both parties.

24 Section 5. Authority of the Arbitrator. In connection with any arbitration proceeding held
25 pursuant to this Agreement, the following is understood:

- 26 a. The arbitrator shall have no power to render a decision that will add to, subtract
27 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
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1 interpretation or application of the expressed terms of this Agreement. All other matters shall be
2 excluded from arbitration.

3 b. No matter may be arbitrated which the employer, by law, has no authority
4 over, has no authority to change, or has been delegated to any civil service commission or personnel
5 board, as defined in the Revised Code of Washington, Chapter 41.56.

6 c. The parties agree that the decision or award of the arbitrator shall be final and
7 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of
8 work, or lockout during such conferences or arbitration.

9 d. Each party shall bear one half (1/2) of the arbitrators' fee and expenses.

10 **Section 6.** Witness Expenses. Each party shall bear the cost of any witness appearing on that
11 party's behalf, except that witnesses called by the Employer who are bargaining unit members shall
12 suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

13 **Section 7.** Timeliness and Extensions. Failure by an employee or the Union to comply with
14 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;
15 provided, however, any time limits stipulated in the grievance procedure may be extended for stated
16 periods of time by the appropriate parties by mutual agreement, in writing.

17 **Section 8.** Arbitration Awards. Arbitration awards or grievance settlements shall not be
18 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is
19 based, that date being fifteen (15) or fewer calendar days prior to the initial filing of the grievance,
20 unless the circumstances of the grievance were not and could not have been known by the grievant.

21 **Section 9.** Unfair Labor Practice(s) Resolution. The parties agree that thirty (30) days prior
22 to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations Commission
23 (PERC), the complaining party will notify the other party, in writing, meet and make a good faith
24 attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the
25 complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor
26 Practice.

1 **ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK**

2 **Section 1.** Master Schedule. It is agreed that for each classification in the bargaining unit, the
3 employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining unit
4 members. Prior to implementing any large-scale changes to a master schedule, the employer agrees to
5 meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by
6 the employees for a period of time to be determined by the parties, but not to exceed fourteen (14)
7 calendar days. Upon completion of the bid process, employee assignments shall be posted, except in
8 emergency situations, at least fourteen (14) calendar days prior to implementation.

9 **Section 2.** Bid Process. When a bargaining unit position becomes vacant or new positions
10 are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off
11 of the position.

12 **Section 3.** Employees are allowed to request specific duty assignments; however, nothing in
13 this Agreement shall preclude management from making duty assignments based on the operational
14 needs of the department. All requests shall be considered and a determination shall be made based on
15 the operational needs of the department and the seniority of the employee.

16 **Section 4.** Work Week. The normal work week shall consist of five (5) consecutive days on
17 and two consecutive days off resulting in forty (40) hours of work for the week.

18 **Section 5.** Alternative Work Schedules. This Agreement does not preclude the
19 implementation of alternative work schedules outside the master schedule. However, the County
20 shall notify the Union prior to the implementation of such schedules to allow the Union an
21 opportunity to meet with management to discuss the proposed changes.

22 **Section 6.** Lunch Breaks. An unpaid lunch break of not less than thirty (30) minutes or more
23 than one (1) hour shall be allowed approximately midway through each shift. The length of the
24 bargaining unit's lunch break at the time of the signing of this Agreement shall remain in effect unless
25 conditions of the agency change and a change in working hours is required. If such does occur, the
26 employer agrees to meet with the Union to negotiate the terms of the change.

27 **Section 7.** Relief Period. All bargaining unit members shall be allowed one (1) relief period
28 during the first half of the shift and one (1) relief period during the second half of the shift. A relief

1 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of
2 such relief period.

3 **Section 8.** Temporary Assignment. Nothing in this Article is meant to preclude temporary
4 assignment or reassignment of an employee because of illness, vacation, emergency, training
5 orientation, etc.

6 **Section 9.** Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels. At times of
7 minimum staffing on day shift one PES will work the liaison post and one will work the referral posts
8 clinically prioritizing the work. On evening shift the PES will cover both referral posts clinically
9 prioritizing the work.

10 The two person minimum on day shift weekends and holidays is contingent upon a normal
11 staffing of 3.

12 It is understood that this agreement exists as a result of inadequate staffing for evening shift.
13 Upon the hiring of a third PES for evening shift, minimum staffing will go to 2.

14 It is also understood that maintaining safety of inmates waiting to be seen by psych staff is the
15 responsibility of correctional staff.

1 **ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

2 Employees are encouraged to seek advancement within their specific work units as well as
3 within the County as a whole. In order to promote such, the department shall post announcements
4 informing employees of open recruitment opportunities within all County departments. Should a
5 promotional position become available within the bargaining unit, bargaining unit members are
6 required to compete for such in accordance with the procedures set forth in the Administrative
7 Guidelines for the Career Service.

8 Vacant and or newly created bargaining unit positions will be posted for application by
9 bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting
10 shall be made available for application within the department.

1 **ARTICLE 14: OVERTIME AND CALLBACK**

2 **Section 1. Overtime.**

3 a. For the purpose of this Agreement, overtime shall be defined as all hours
4 actually worked in excess of forty (40) hours in the work week (sick leave, vacation, and holidays are
5 not hours worked). When a bargaining unit member works overtime, compensation for such shall be
6 at one and one-half times the employee's regular hourly rate as defined by the Fair Labor Standards
7 Act. No overtime shall be worked, unless the employee has received prior approval from his/her
8 supervisor to work the necessary overtime hours.

9 b. If an emergency necessitates a bargaining unit member to receive telephone
10 calls at home, and such calls do not result in a need to return to work, the calls shall be logged (with
11 respect to time and issue) and the employee receiving such calls shall be paid either straight time or
12 overtime, as applicable.

13 c. Overtime and extra hour scheduling will be a proper topic for discussion at a
14 Unit or Department Labor-Management meeting and procedures adopted shall be posted in each work
15 area where they are applicable.

16 d. Overtime will be on a voluntary basis except in the case of an emergency when
17 mandatory overtime may be required by the department.

18 **Section 2. Callback.** All bargaining unit members who are called back to work after
19 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.
20 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked
21 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be
22 called out more than once in a twenty-four (24)-hour period.

23 **Section 3. Court Appearances.** Bargaining unit members who are required to "stand by" for
24 court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time
25 hourly rate for all hours they are on standby status on their regularly scheduled time off. Once
26 notified that the employee must report to court, the standby pay shall cease and the provisions as
27 outlined in section 2 above shall apply. If the employee is not required to appear in court, a minimum
28 of four (4) hours shall be paid at the standby rate.

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Section 4. In lieu of overtime pay an employee may request compensatory time off at the rate of time and one-half (1-1/2) for each hour of overtime worked. Compensatory time will be mutually agreed to.

At the end of the calendar year any remaining balance must be paid to the employee.

Section 5. PES Overtime Policy. Available preplanned overtime will be offered to regular PES staff to bid on for a two week period. (Bids must be in by the first of the month for overtime shifts after the 15th of that month and by the 15th of the month for overtime shifts beginning on the 1st of the following month). At the end of the two week bidding period seventy-five percent of the overtime will be assigned by seniority.

Twenty-five percent of available preplanned overtime will be reserved to be divided among interested on-call staff. These shifts will only be available after regular staff has exercised their contractual privilege to bid on them.

Once the above process is completed all assigned overtime shifts are final. Shifts scheduled to fill vacant positions may be canceled by management once the position is filled.

Any staff (regular or on-call) may be called for unplanned staffing needs. These shifts will be filled on a first come first served basis.

1 **ARTICLE 15: WAGES**

2 **Section 1.** Wages. The following list is a complete listing of classifications and pay ranges
3 covered by this Agreement:

4	5	6	7	8	9	10	11	12	13	14	15
CODE	CLASSIFICATION	1996	1997	1998	RANGE	RANGE	RANGE				
1346	Volunteer Coordinator	49	51	53							
1421	Pretrial Case Worker	49	51	53							
1420	Pretrial Screener	47	49	51							
1415	Psychiatric Evaluation Screener	52	54	56							
1220	Recreation Specialist	44	46	48							
1047	Corrections Program Specialist	49	51	53							
0013	Office Technician II	33	35	37							
0012	Office Technician I	31	33	35							
0007	Office Assistant III	28	30	32							

16 Pay ranges shall be equivalent to those listed on the King County Standardized Salary
17 Schedule. Effective prospectively from the first full pay period following date of council approval.

18 **Section 2.** Step Increases. Employees shall receive within-range increases from one step to
19 the next higher step, upon satisfactory completion of the probationary period and annually thereafter
20 as provided below.

21 a. Upon completion of the probationary period, an employee's salary shall be
22 advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at Step 2, it
23 shall be advanced to the next higher step, upon completion of six (6) months satisfactory
24 performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the
25 appointing authority.

26 b. Annual Step Incentive Increases shall be given in the fourth quarter of each
27 year.

1 **Section 3.** Acting Pay. Employees who are assigned in writing by their supervisor to perform
2 the duties of a higher classification for a period of four (4) working days or more, shall receive five
3 (5) percent additional compensation for all such days worked.

4 **Section 4.** 1996 Increase: Effective January 1, 1996, wage rates in effect on December 31,
5 1995, shall be increased by an amount equal to ninety percent (90%) of the percentage difference
6 between the All Cities CPI-W September 1994 - September 1995; provided, however, that the
7 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater
8 than six percent (6%).

9 **Section 5.** 1997 Increases: Effective January 1, 1997, wage rates in effect on December 31,
10 1996, shall be increased by an amount equal to ninety percent (90%) of the percentage difference
11 between the All Cities CPI-W September 1995 - September 1996; provided, however, that the
12 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater
13 than six percent (6%).

14 **Section 6.** 1998 Increase: Effective January 1, 1998, wage rates in effect on December 31,
15 1997, shall be increased by an amount equal to ninety percent (90%) of the percentage difference
16 between the All Cities CPI-W September 1996 - September 1997; provided, however, that the
17 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater
18 than six percent (6%).

19 **Section 7.** Employees assigned to perform training duties will be paid at a rate which is five
20 percent (5%) higher than their regular rate of pay for all hours worked in those capacities.

21 **Section 8.** All extra help or on-call temporary staff will be paid at the first step of the salary
22 schedule of the classification whose duties they are hired to perform.

23 **Section 9.** Employees who are required to be licensed or certified as a condition of
24 employment will have their annual professional fees reimbursed by the Department.

25 **Section 10.** The Union agrees to the implementation of the County's biweekly payroll
26 process when and if an effectuating ordinance is passed by Council.

27 **Section 11.** Employees will be paid five hundred dollars (\$500.00) per year who translate a
28 language in the workplace identified by management as a language for which translation activity is

1 necessary. Such employees must be approved by a jointly (management and Union) selected three
2 member native speaking community panel.

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1 ARTICLE 16: JURY DUTY

2 **Section 1.** General. An employee required by law to serve on jury duty shall continue to
3 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.
4 However, once relieved or dismissed for the day from duty by the court, the employee is required to
5 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.
6 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the
7 employee shall be required to work his/her next regularly scheduled shift which has a starting time of
8 twelve (12) hours or more after dismissal.

9 **Section 2.** Notice. When an employee is notified to serve on jury duty, he/she will inform
10 his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,
11 regarding the dates of absence from regular duties.

12 **Section 3.** Fees and Mileage. The fees, exclusive of mileage, paid by the court for jury duty
13 shall be forwarded to the King County office of Finance.

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1 **ARTICLE 17: REDUCTION IN FORCE**

2 **Section 1.** Order of Layoff. If a layoff should occur due to lack of work or lack of funds,
3 employees shall be laid off in accordance with their seniority with first consideration given to job
4 class within the bargaining unit and second consideration given to total consecutive employment
5 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid
6 off. No regular or probationary employee shall be laid off while there is a temporary or extra-help
7 (temporary) employee serving in a position which a regular or probationary employee is qualified to
8 fill.

9 **Section 2.** Bumping Rights. In lieu of layoff, a regular or probationary employee may
10 request a demotion to a position in a lower classification formerly held by the employee being laid off
11 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the
12 employee who is being bumped.

13 **Section 3.** Order of Recall. The names of laid off employees will be placed on a re-
14 employment list in reverse order of the actual layoff. Such list will remain in effect for a period of
15 two years or until all laid off employees are rehired with the County, whichever comes first.

1 ARTICLE 18: AUTOMOBILE EXPENSE

2 Bargaining unit members who have been authorized to use their own transportation on County
3 business shall be reimbursed at the rate per mile as established by ordinance of the King County
4 Council.

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1 **ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

2 **Section 1.** General. The parties acknowledge that the training and development of employees
3 is a matter of primary importance.

4 **Section 2.** Training Opportunities. Notice of special schools and training opportunities will
5 be posted and all interested personnel will be allowed to apply for these opportunities prior to any
6 final selection.

7 **Section 3.** Education Incentive. The parties endorse the value of higher education
8 achievements by employees. In order to encourage such accomplishments, the Employer will
9 reimburse employees for the cost of tuition and books when the courses are taken at an accredited
10 institution and provided the courses are currently job related to the work being done by the employee
11 and not primarily related to personal growth or general advanced training. The employee must
12 maintain a grade of "C" or better (or its equivalent). The employee agrees to repay the full amount
13 upon separation from county employment if the separation occurs within two (2) years of the
14 completion of the course.

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1 ARTICLE 20: SAVINGS CLAUSE

2 **Section 1.** Violations. If an Article or part of an Article of this Agreement should be decided
3 by a court of competent jurisdiction or by mutual agreement of the employer and Local 21-AD to be
4 in violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part
5 of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not
6 be affected.

7 **Section 2.** Replacement. If a determination or decision is made pursuant to section 1 of this
8 Article that part of this Agreement is in violation of federal, state, or local law, the parties to this
9 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

10 **Section 3.** Compliance. Should this Agreement or any section or Article be found not in
11 compliance with federal regulations, and where compliance with such regulations is required as
12 condition for the receipt and expenditure of federal funds, the employer and Local 21-AD agree to
13 immediately convene and re-negotiate the Agreement, section, or Article with such regulations.

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1 ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING

2 This Agreement is the entire Agreement between the employer and Local 21-AD. The parties
3 acknowledge that they have fully bargained with respect to terms and conditions of employment and
4 have settled them for the duration of this Agreement. This Agreement terminates all prior agreements
5 and understandings and concludes all collective bargaining for the duration of this Agreement.
6 Should either party desire to change or modify the terms of this Agreement, the initiating party agrees
7 to contact the other party to obtain approval for such change or modification. All changes or
8 modifications to this written Agreement must be in the form of a Letter of Understanding. Such
9 letters require the signature of an authorized representative of the Union, the Department Director,
10 and the Director of the Office of Human Resource Management or his/her designee.

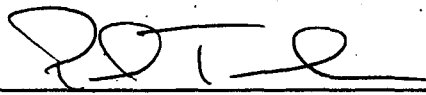
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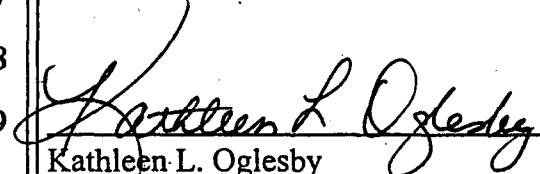
1 ARTICLE 22: DURATION


2 Section 1. Duration. This Agreement shall become effective January 1, 1996 and shall
3 remain in effect through December 31, 1998. Either party may give written notice of its intent to ter-
4 minate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to
5 the expiration date. Negotiations must commence no later than thirty (30) days prior to the expiration
6 date unless mutually agreed.

7 Section 2. Council Approval. The employer shall submit the Agreement to the County
8 Council for approval by ordinance within thirty (30) days of signing by both parties.

11 APPROVED this 10th day of September, 1996.

14 
15 _____
16 Deputy KING COUNTY EXECUTIVE

18  1 August 1996
19 Kathleen L. Oglesby Date
20 Washington State Council of County
21 and City Employees

23  1 August 1996
24 _____ Date
25 Local 21AD, President

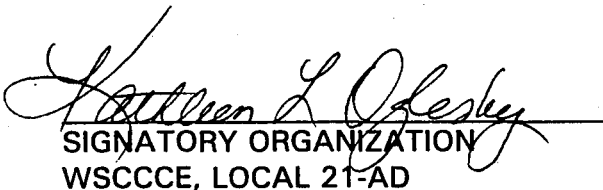
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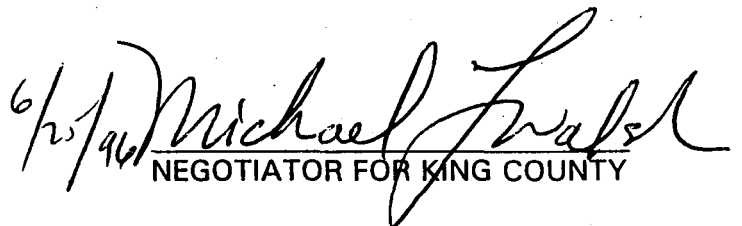
Memorandum of Agreement
between
Washington State Council of County and City Employees, Local 21-AD
and
King County

The parties, King County (employer) and Washington State Council of County and City Employees, Local 21-AD (union) agree to the following in conjunction with the collective bargaining agreement covering the period January 1, 1996 through December 31, 1998:

1. Effective the first full pay period after King County Council approval of the effectuating ordinance, the two part-time Psychiatric Evaluation Specialists currently covered by this agreement, Tina Ordonez and Cory Koch, shall continue to be paid at Range 50 (35 hr/rate).
2. Effective January 1, 1998, these employees shall be paid at Range 56 (40 hr/rate).
3. The affected employees shall continue to receive applicable step and annual COLA increases throughout the term of this agreement.
4. This agreement is limited to the employees listed above, only so long as they work a 20 hour/week tour. This agreement shall not be construed to cover any subsequently hired employees on any part time tour.

This agreement shall be effective following union ratification.


SIGNATORY ORGANIZATION
WSSCCE, LOCAL 21-AD


6/25/96
NEGOTIATOR FOR KING COUNTY