

June 12, 1997  
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Introduced by LARRY PHILLIPS  
GREG NICKELS  
LARRY GOSSETT

Proposed No. 97-379

clerk 6/17/97

ORDINANCE NO. ~~12782~~ 1

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Teamsters, Local 763 (Public, Professional & Office-Clerical Employees and Drivers, Courthouse Security), representing employees in the department of public safety; 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 Teamsters, Local 763 (Public, Professional & Office-Clerical Employees and Drivers, Courthouse Security), representing employees in the department of public safety 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, 1997, through and including December 31, 1999.

INTRODUCED AND READ for the first time this 23rd day of

June, 19 97.

PASSED by a vote of 13 to 0 this 30th day of

June, 19 97.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

[Signature]  
Chair

ATTEST:

[Signature]

Clerk of the Council

APPROVED this 3 day of July, 19 97.

[Signature]

King County Executive

Attachment:

Collective Bargaining Agreement

12782

**AGREEMENT**  
by and between  
COUNTY OF KING, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Courthouse Security Officers)  
January 01, 1997 through December 31, 1999

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12782

**AGREEMENT**

by and between  
COUNTY OF KING, WASHINGTON  
and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Courthouse Security Officers)

January 01, 1997 through December 31, 1999

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THIS AGREEMENT is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the Employer or the County, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I                      PURPOSE

- 1.1                      The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County of King and its employees and to set forth the wages, hours and other working conditions of such employees provided the Employer has authority to act on such matters.

ARTICLE II                      NON-DISCRIMINATION

- 2.1                      The Employer and the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation or any sensory, mental or physical handicap. The provisions of this Article II shall be grievable only through STEP 3 in the grievance procedure set forth in Article XVI.
- 2.1.1                      Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III                      RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

- 3.1                      Recognition - The Employer recognizes the Union as the exclusive bargaining representative for those employees whose job classifications are listed in the attached Appendix "A".
- 3.1.1                      A Temporary Employee shall be defined as an employee hired to work in a temporary position (e.g. an employee who does not occupy a position established in the County budget).
- 3.1.1.1                      A Temporary Employee may, in lieu of the Union membership requirements set forth within Section 3.2, pay a Union service fee in an amount equivalent to one and one-half percent (1.5%) of the total gross earnings received by the Temporary Employee for all hours worked within the bargaining unit each pay period, commencing with the thirty-first (31st) day following the Temporary Employee's first date of assignment to perform bargaining unit work. The service fee shall be deducted from the employee's paycheck by payroll deduction. In no event shall the monthly service fee paid by the Temporary Employee exceed the amount of the monthly Union dues for regular full-time/part-time employees. Temporary Employees shall not be covered under any provisions set forth in this Labor Agreement except for Appendix "A" Classifications And Rates of Pay and Section 15.4 Premium in Lieu of Benefits for Temporary Employees.

- 3.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
- 3.2.1 Nothing contained in this Article shall require an employee to join the Union who can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which the employee is a member, in which case an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been made. Further, nothing in this Agreement shall prevent an employee from paying an agency fee as provided by law.
- 3.2.2 In the event an employee fails to apply for or maintain his membership in the Union as required, the Union may give the Employer notice of this fact. Within fifteen (15) days after receipt of such notice, the services of such employee shall be terminated by the Employer.
- 3.3 Dues Deduction - Upon receipt of a written authorization individually signed by a bargaining unit employee, the Employer shall have deducted from the pay of such employee the amount of dues as certified by the Secretary of the Union and shall transmit the same to the Treasurer of the Union.
- 3.3.1 The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any checkoff of dues for the Union. The Union shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 3.4 Union Notification - Within five (5) days from assignment of an employee for regular employment, the Employer shall forward to the Union a completed membership application form signed by that employee. The Employer shall notify the Union promptly of all employees leaving its employment.
- 3.5 Discrimination - No employee shall be discharged or discriminated against in any way because of his or her membership in or activities on behalf of the Union provided such activities do not interfere with the performance of his or her job duties.
- 3.6 Visitation Rights - Authorized representatives of the Union may, after notifying the Employer, visit the work location of employees covered by this Agreement at any reasonable time.
- 3.7 Bulletin Boards - The Employer and the Union shall cooperate to insure that adequate space on the Employer's premises is provided for posting of announcements of meetings, election of officers and any other Union material.

#### ARTICLE IV RIGHTS OF MANAGEMENT

- 4.1 The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 4.2 The County shall have the right to schedule overtime work as required and consistent with requirements of public employment.

- 4.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 4.4 The County reserves the right to discipline non-probationary employees for just cause.
- 4.5 The County reserves the right to layoff personnel for lack of work, lack of funds, or reasons of efficiency.
- 4.6 The County shall have the right to determine schedules of work and to establish the methods and processes by which such work is performed.
- 4.7 No policies or procedures covered by this Agreement shall be construed as delegating to others or as reducing or abridging the following management responsibilities:
  - The responsibility of the Office of Human Resource Management for determining classification, status and tenure of employees, establishing rules, initiating promotion and disciplinary actions and certifying payrolls.
  - The responsibility of Department Heads governed by Charter provisions, Ordinances, and Administrative Guidelines for Civil Service Employees which include, but are not limited to the following:
    - To suspend, demote, discharge, or take other disciplinary action against non-probationary employees for just cause;
    - To relieve employees from duties because of lack of work, lack of funds, or reasons of efficiency;
    - To determine methods, means, and employees necessary for departmental operations;
    - To control the departmental budget; and
    - To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

ARTICLE V                      WAGES

5.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.

ARTICLE VI                      HOURS OF WORK

6.1 The standard workweek for full-time regular employees shall consist of five (5) consecutive standard workdays not to exceed eight (8) hours each, inclusive of a paid lunch period, and not to exceed forty (40) hours per week, and shall normally be scheduled Monday through Friday. The working hours of each day shall normally be between 6:00 A.M. and 6:00 P.M., for which the hourly rate shall be paid as set forth in Appendix "A" of this Agreement. The hours of work of an employee may be changed consistent with Section 6.2. below.

6.2 Each employee shall be assigned a regular starting time which shall not be changed without seven (7) days notice (except in emergency situations, which shall include reassignment occasioned by substitutions for employees on sick leave, etc.) prior to the beginning of the following week or by mutual consent between the employee and the Employer. In the event an employee's starting time is changed less than seven (7) days prior to the beginning of the

new starting time, he shall be paid in accordance with the provisions of Article VII except in emergency situations, which shall include reassignment occasioned by substitutions for employees on sick calls, etc..

- 6.3 Employees performing a full shift shall be allowed one half (1/2) hour lunch period and one (1) fifteen (15) minute rest period for each one-half (1/2) shift worked.

## ARTICLE VII OVERTIME

- 7.1 Except as otherwise provided in this Article, employees on a five (5) day schedule shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in one (1) day, inclusive of lunch period, or forty (40) hours in one (1) week.
- 7.2 A minimum of four (4) hours at the overtime rate shall be allowed for each callback. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rate.
- 7.2.1 A callback is defined as any situation where the employee has left work and is subsequently contacted and required to return to work prior to the employee's next scheduled work shift.
- 7.2.2 Scheduled overtime is not a callback and shall be paid at the straight time rate until the employee qualifies for time and one-half pay pursuant to Section 7.1. Scheduled overtime shall include occasions where an employee is required to report to work earlier than previously scheduled.
- 7.3 All overtime shall be authorized in advance by the Department Director or designee in writing, except in emergencies.
- 7.4 Compensatory Time - With mutual agreement of the Employer and employee, compensatory time may be accrued by the employee in lieu of overtime pay. Such compensatory time may be accrued to a maximum of forty (40) hours. Requests to use compensatory time will be approved unless the employee's absence during the period requested will unduly disrupt the operations of the Department. Compensatory time accrued shall be used during the calendar year in which it is earned unless such utilization is not feasible due to the work demands of the position, in which case the employee may request and the department director or his designee may approve the carryover of a maximum of forty (40) hours of accrued compensatory time. Carried-over compensatory hours must be used within the first quarter of the new year.

## ARTICLE VIII SENIORITY

- 8.1 Employees shall be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.
- 8.2 An employee shall be recognized as having attained seniority status when such employee shall have completed a probation period twelve (12) consecutive months. Upon completion of the employee's probation period he/she shall be assigned a seniority date which shall be the date when he/she first commenced his/her twelve (12) month probation.
- 8.2.1 In the event an employee is laid off during his/her twelve (12) month probation period and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days from the employee's date of layoff; he shall then be credited with all days previously worked for purposes of satisfying his twelve (12) month probation status and establishing his resultant classification seniority date.

- 8.2.2 Employees shall continue to accrue seniority during an absence caused by industrial disability. An employee who is unable to work because of a non-work related injury or illness shall not accumulate seniority during such absence of thirty (30) calendar days or longer after that absence exceeds his service credits relative to sick leave and vacation benefits.
- 8.2.3 Employees on an approved leave of absence of thirty (30) calendar days or longer without pay shall not accumulate seniority credits during such absence.
- 8.2.4 When an employee is, or has been, promoted or transferred from the bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee may be returned to the unit by the Employer and he shall resume his seniority which he had as of the date of promotion or transfer; provided however, in the event any such employee remains outside of the bargaining unit for a period exceeding twelve (12) months, he shall not have his bargaining unit seniority restored upon his return to the bargaining unit.
- 8.3 Bargaining unit seniority shall be defined as an employee's total length of service within a classification(s) covered by this Agreement. Bargaining unit seniority shall include time spent prior to January 01, 1996 working as a Court Security Officer in the King County Courthouse.
- 8.4 Seniority rights shall be forfeited for either of the following causes:
- Discharge for just cause.
  - Resignation; provided however, in the event an employee who has completed his twelve (12) month's probation period is rehired to a classification covered by this Agreement within twelve (12) months from the date of his termination or resignation, that employee shall then be credited with all his seniority credits previously existing on his last day worked.
- 8.5 Reduction in Work Force Procedure - In the event of a reduction-in-force, the Employer shall layoff the employee who has the least seniority within the bargaining unit. Employees originally hired or promoted into the bargaining unit on the same date shall be ranked for purposes of establishing their seniority, in order of their position on the eligibility list, i.e. an employee who placed higher on the list would have greater seniority than an employee who placed lower. In the event there continues to be a tie in bargaining unit seniority, the Employer shall determine the order of layoff based on merit. Prior to any layoff, all temporary and probationary employees within the bargaining unit shall be laid off first.
- 8.6 Recall from Layoff - Employees displaced due to a reduction-in-force shall be recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to perform the work for which they were recalled.
- 8.7 Seniority Lists - Once a year, at the request of the Union, seniority lists established in accordance with the provisions of this Article shall be mailed by the Employer to the Union.

ARTICLE IX                      HOLIDAYS

- 9.1 All regular full-time employees shall be granted the following holidays with pay:
- |                                    |                         |
|------------------------------------|-------------------------|
| New Year's Day                     | January 1st             |
| Martin Luther King, Jr.'s Birthday | 3rd Monday in January   |
| President's Day                    | 3rd Monday in February  |
| Memorial Day                       | Last Monday in May      |
| Independence Day                   | July 4th                |
| Labor Day                          | 1st Monday in September |

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

November 11th  
4th Thursday in November  
December 25th

and any day designated by public proclamation of the Chief Executive of the State as a legal holiday. Any holiday improvements granted to other County employees shall be provided to all bargaining unit employees.

- 9.2 For all employees employed on a five (5) day workweek schedule, whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 9.3 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- 9.4 All holidays shall be observed in accordance with RCW 1.16.050, as amended.
- 9.5 All regular full-time employees shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and on the first of November of each year. These days can be used in the same manner as any vacation day earned.

ARTICLE X                      VACATIONS

10.1 Accrual Rates - Regular full-time employees in a paid status for forty (40) hours per week, shall receive vacation benefits as indicated in the following schedule:

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

- 10.1.1 Notwithstanding the above vacation schedule, the following full-time employees, shall accrue vacation leave as follows:
- 10.1.2 Employees who were employed on or before December 31, 1995 and by that date had completed at least three (3) but less than five (5) full years of service shall begin to accrue fifteen (15) days of vacation leave per year effective January 01, 1996;
- 10.1.3 Employees who were employed on or before December 31, 1995 and subsequent to that date complete three (3) full years of service shall begin to accrue fifteen (15) days of vacation leave per year effective on the first day of their fourth (4th) year of service.



- 10.1.4 Part-time employees shall accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally scheduled workweek;
- 10.1.5 Full-time regular employees may accrue up to sixty (60) days vacation leave. Part-time regular employees may accrue vacation up to sixty (60) days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31st of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the Director of the Department of Public Safety has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the Employer.
- 10.1.6 An employee shall not be granted vacation benefits if not previously accrued. Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service, and if they leave County employment prior to successfully completing their first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.
- 10.2 County Employment While On Vacation - No employee shall be permitted to work for compensation for the County in any capacity during the time when vacation benefits are being drawn.
- 10.3 Incremental Usage - Vacation may be used in one half (1/2) hour increments at the discretion of the Department Director or his appointed designee.
- 10.4 Upon Termination - Upon termination for any reason, the employee shall be paid for any unused vacation credits.
- 10.5 Upon Death - In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title II.
- 10.6 Temporary employees shall not be granted vacation benefits.
- 10.7 Vacation Scheduling - Vacations shall be scheduled up through April 1st of each year on a seniority basis. Vacation requests submitted after April 1st shall be approved on a first come first serve basis. Vacation requests shall be in writing. A vacation of one (1) day or less shall be requested at least three (3) working days in advance. A vacation of more than one (1) day shall be requested two (2) weeks in advance. If the need arises, an individual may contact his Division Manager and request emergency vacation. Approval of emergency vacation shall be at the discretion of the Division Manager.
- 10.7.1 All vacation requests shall receive a definite written yes or no response as soon as possible from the submission of same. Once approved vacation shall not be rescinded by the Employer.

ARTICLE XI                      LEAVES

- 11.1 Sick Leave - Regular Employees shall accrue sick leave benefits at the rate of point zero four six one six (.04616) hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. Temporary Employees shall not accrue sick leave.

- 11.1.1 During the first six (6) months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination.
- 11.1.2 Sick leave may be used in fifteen (15) minute increments at the discretion of the Department Director or his designee.
- 11.1.3 There shall be no limit to the hours of sick leave benefits accrued by an employee.
- 11.1.4 Accrued sick leave shall be paid for the following reasons:
- a. The employee's bona fide illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;
  - b. The employee's incapacitating injury, provided that:
    1. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;
    2. An employee may not collect sick leave for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County;
    3. Exposure to contagious diseases and resulting quarantine;
    4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth;
    5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of leave for such appointments;
    6. To care for the employee's child or the child of an employee's domestic partner if the following conditions are met:
      1. The child is under the age of eighteen(18);
      2. The employee is the natural parent, step-parent, adoptive parent, legal guardian or other person having legal custody and control of the child;
      3. The employee's child or the child of an employee's domestic partner has a health condition requiring the employee's personal supervision during the hours of his/her absence from work;

4. The employee actually attends to the child during the absence from work.

11.1.4.1 Department management is responsible for the proper administration of the sick leave benefit.

11.1.5 Separation from employment, except by retirement or reason of temporary layoff due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the Employer within two (2) years, accrued sick leave shall be restored.

11.1.6 Employees shall be entitled to use sick leave in the maximum amount of three (3) days for each instance where such employee is required to care for immediate family members who are seriously ill. Up to one (1) day of sick leave may be used by a male employee for the purpose of being present at the birth of his child.

11.1.7 Sick leave used due to an employee's physical incapacity shall not be approved when the injury is directly traceable to simultaneous employment other than with the Employer.

11.1.8 The Employer shall reimburse employees who have successfully completed at least five (5) years of service and who retire as a result of length of service or who terminate by death thirty-five percent (35%) of their unused accumulated sick leave. All payments shall be made in cash, based upon the employee's base rate of pay and there shall be no deferred sick leave reimbursement.

11.1.9 Employees injured on the job shall not simultaneously collect sick leave and Worker's Compensation payments greater than the net regular pay of the employee. In the event an employee shall be entitled to benefits or payments under the Worker's Compensation Act, the employee may elect to use accrued paid leave benefits to supplement the disability payments. In such event, the Employer shall pay only up to the maximum of the difference between the benefits and payment received under such insurance or act by such employee and his regular rate of compensation that he would have received from the Employer if able to work. The foregoing payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits as specified herein.

11.1.10 Employees who have been employed the entire previous calendar year and who use eight (8) hours of sick leave or less in such calendar year shall be eligible to convert their sick leave hours accrued to vacation hours in the following calendar year pursuant to the following schedule:

<u>Sick Leave Hours Used In A Calendar Year</u>	<u>Sick Leave Hours Accrued Which May Be Converted to Vacation Hours In The Following Year</u>
8.00	8.00
0.00	16.00

11.1.10.1 Requests for such conversion of hours shall be filed by the eligible employee with his Supervisor in writing no later than January 31st of the year following achievement of eligibility.

11.1.11 Should an employee be laid off or resign in good standing and return to work within two (2) years, accrued sick leave credits shall be restored to the employee.

11.2 Family Care and Bereavement - Regular full-time employees shall be entitled to three (3) working days of bereavement leave a year due to death of members of their immediate family.

- 11.2.1 Immediate family for purposes of bereavement leave shall be defined as children, parents, siblings, grandchildren, grandparents and spouse or domestic partner of the employee and parents and siblings of the employee's spouse.
- 11.2.2 Regular full-time employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days when death occurs to a member of the employee's immediate family.
- 11.2.3 In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay.
- 11.2.4 In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.
- 11.3 Leave of Absence (Long Term) - A regular employee may, at the discretion of the Employer and upon written approval, be granted a leave of absence without pay, for a period not exceeding one (1) year. At the conclusion of such leave, the employee will be reinstated to the position, if such position still exists. Benefits shall not accrue to the employee during such leave of absence.
- 11.3.1 Leave for Child Care - A child care leave of absence without pay may be granted for a period of up to twelve (12) months, as provided in Section 11.3, to an employee (male or female) who becomes a parent by childbirth or adoption.
- 11.4 Jury Leave - All regular employees ordered on a jury shall be entitled to their regular pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County Office of Finance. Employees shall report back to their work supervisor when dismissed from jury service.
- 11.5 Military Leave - Employees who voluntarily enlist or are drafted to serve in any branch of the military service shall be given a leave of absence consistent with applicable law.
- 11.5.1 Employees on military leave shall receive normal pay for a period not to exceed fifteen (15) working days per year. Such military leave shall be in addition to any other time off covered by the current Collective Bargaining Agreement.
- 11.5.2 Normal furlough days that fall within an active duty training period do not count as military leave. Employees should schedule military leave in advance to avoid adverse impact on daily staffing levels and to minimize operational overtime costs. Military leave that is scheduled in advance shall receive priority consideration if it conflicts with a vacation request. Employees subject to military leave shall submit an order or request from their military unit to the Personnel Unit via Chain of Command. The order or request shall include the date when the military leave begins and shall be attached to a King County Absence Request form.
- 11.5.3 Supervisors who are approving military leave requests shall review the actual military order or request before approving the military leave request. The supervisor may contact the requesting officer's unit commander to verify the training schedule.
- 11.6 Transfer of Leave Credits - Employees who transfer from other county departments may transfer accumulated annual and sick leave credits. Length of service with the County will be considered when determining vacation accrual rates.
- 11.7 Donation of Vacation and Sick Leave Hours - Donation of vacation leave hours and sick leave hours may be made under the following conditions:

- 11.7.1 Vacation Hours - Any Regular Employee may donate a portion of his or her accrued vacation leave to another Regular Employee. Such donation will occur upon written request to and approval of the donating and receiving employees' Department Director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in departmental hardship for the receiving department. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours shall be permitted if it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual. Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff. For purposes of this Section, the first hours used by an employee shall be accrued vacation leave hours.
- 11.7.2 Sick Leave Hours - Any Regular Employee may donate a portion of his or her accrued sick leave to another Regular Employee upon written notice to the donating and receiving employees' Department Director(s). No donation shall be permitted unless the donating employees' sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year. Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from any sick leave payoff. For purposes of this Section, the first hours used by an employee shall be accrued sick leave hours.
- 11.7.3 All donations of vacation and sick leave are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours. All vacation and sick leave hours donated shall be converted to a dollar value based on the donor's straight-time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight-time hourly rate at the time of the conversion.
- 11.8 Family Medical Leave - The Employer may reopen this Agreement to bargain any provision of this Agreement affected by any subsequent Employer proposed Family and Medical Leave Policy.

## ARTICLE XII MEDICAL, DENTAL, VISION, LIFE INSURANCE

- 12.1 King County presently participates in group medical, dental and life insurance programs. The County agrees to maintain such programs 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.
- 12.2 A newly hired Regular Employee shall be eligible for receipt of all benefits under the County's medical, vision and life insurance programs on the first day of the month following completion of three (3) months of continuous employment. A Regular Employee shall be defined as an employee occupying a position established in the County budget. A newly hired Regular Employee shall be eligible for receipt of all benefits under the County's dental insurance program on the first day of the month following completion of three (3) months of continuous employment.
- 12.3 There shall be established a Joint Labor-Management Insurance Committee comprised of an equal number of representatives from the County and the Labor Union Coalition whose function shall be to review, study and make recommendations relative to existing medical,

dental and life insurance programs. The Employer and the Union shall implement any changes in employee insurance benefits which result from any agreement to the Joint Labor-Management Committee.

ARTICLE XIII TRANSPORTATION

13.1 Mileage - Employees who have been authorized by the Employer to use their own transportation to a Court outside of the Superior Court shall be reimbursed for milcage at the rate established by County ordinance and in addition shall be covered by County insurance.

ARTICLE XIV UNIFORMS

14.1 Uniforms - The Employer shall provide for each Officer and continue to maintain for each Officer, the following minimum uniform, weapon, equipment and leather gear issue:

Uniform Items

- Shirts . . . . . 4 (2 short sleeve, 2 long sleeve)
- Trousers . . . . . 2 pair
- Shoes . . . . . 2 pair
- Heavy Winter Jacket with lining . . . . . 1
- Shoulder Patches . . . . . as needed
- Badge . . . . . 2 (1 metal, 1 cloth)
- Name Tag . . . . . 2
- Belt . . . . . 1
- Protective Vest . . . . . 1 (same as KC Police)

Weapon Items & Equipment

- Hand Gun . . . . . 1
- Nightstick . . . . . 1
- Handcuffs . . . . . 1 pair
- Chemical Spray . . . . . 1

Leather Gear Items

- Gun Belt . . . . . 1
- Gun Holster . . . . . 1
- Bullet Pouches . . . . . 1
- Keepers . . . . . 4
- Handcuff Case . . . . . 1
- Chemical Spray Holder . . . . . 1
- Nightstick Holder . . . . . 1
- Leather Key Holder . . . . . 1

14.1.1 The employee shall be held accountable for all uniforms, weapons and leather gear which are issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the Employer. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the employee.

ARTICLE XV MISCELLANEOUS

- 15.1 Discipline - The Employer shall not discipline, a non-probationary employee without just cause. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline. Further, the Employer shall forward a copy of any and all warning notices relating to an employee's work performance to the Union at the time of issuance to the employee.
- 15.2 Weapons/Defense Tactics - All Officers shall qualify with a handgun no less than once per calendar year scheduled by the Employer. In addition, all Officers, upon request shall be provided ammunition for additional practice session(s) per calendar year scheduled by the Employer.
- 15.3 Labor-Management Conference Committee - The Employer and the Union shall establish a joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. Each party shall have the sole right to select its participants. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee; however, neither party is obligated to meet more than twice a year. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.
- 15.4 Premium in Lieu of Benefits for Temporary Employees - Temporary Employees employed at least half-time or more shall receive an hourly premium in lieu of benefits equal to fifteen percent (15%) of their hourly base rate of pay.

ARTICLE XVI GRIEVANCE PROCEDURE

- 16.1 The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union shall extend every effort to settle grievances at the lowest possible level of supervision.
- 16.2 Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.
- 16.3 A grievance shall be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.
- 16.4 The Union shall not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Union shall be the exclusive representative of the employee.
- 16.5 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke the grievance procedure.
- 16.6 The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the County shall be final and binding upon all parties to the dispute.

- 16.7 STEP 1 - A grievance shall be verbally presented by the aggrieved employee or the Union within (10) calendar days of the occurrence of such grievance to the employee's immediate supervisor. The immediate supervisor shall gain all relevant facts, discuss the same with the Division Manager, and attempt to adjust the matter and notify the employee within seven (7) calendar days after receipt of the grievance.
- 16.8 STEP 2 - If the grievance has not been satisfactorily resolved, the employee and the Union representative shall reduce the grievance to writing, outlining the facts as they are understood, the Section of the Agreement allegedly violated and the remedy sought. The written grievance shall then be presented to the Department Director for investigation, discussion and written reply. The Department Director shall make a written decision available to the aggrieved employee and the Union within fifteen (15) calendar days.
- 16.9 STEP 3 - If the decision of the Department Director has not resolved the grievance to the satisfaction of the Union, the grievance shall be presented to a joint committee or equal representation from the Union and the County with a maximum of two (2) for each side. This committee shall attempt to resolve the grievance within fifteen (15) calendar days.
- 16.10 STEP 4 - Should this committee be unable to resolve the grievance, either the County or the Union may request arbitration specifying the exact question which it wishes to be arbitrated, the Section of the Agreement violated and the remedy sought provided such request has been initiated within ninety (90) calendar days from the date the grievance was brought to the attention of the employee's immediate supervisor provided for in STEP 1. The committee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7) names furnished by the American Arbitration Association. The arbitrator shall be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one (1) name remains. The remaining name shall serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon all parties to the dispute.
- 16.11 The arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 16.12 The arbitrator's fee and expense shall be borne equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by the County and the Union. Each party shall bear the cost of any witnesses appearing on its own behalf.

ARTICLE XVII                      EMPLOYEE RIGHTS

- 17.1 All employees within the bargaining unit shall be entitled to the protection of the provisions contained herein of what shall hereafter be referred to as the "Employees Bill of Rights."
- 17.2 Every employee who becomes the subject of an internal investigation shall be advised at the time of the interview that she/he is suspected of:
1. committing a criminal offense;
  2. misconduct that would be grounds for termination, suspension, or other disciplinary action; or



3. that he/she may not be qualified for continued employment with the Department.

- 17.2.1 Any employee who becomes the subject of a criminal investigation may have legal counsel present during all interviews. This representation by counsel is confined to counseling and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge. A major investigation as used elsewhere in this Article shall be interpreted as any action which could result in dismissal from the Department of the filing of a criminal charge.
- 17.2.2 The employee under investigation must at the time of an interview be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.
- 17.2.3 The employee shall be informed in writing of the nature of the major investigation and whether he/she is a witness or suspect before any interview commences, including information necessary to reasonably apprise him/her of the allegations of such complaints.
- 17.2.4 The interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the interview dictate otherwise. Whenever possible interviews shall be scheduled during the normal work day of the County.
- 17.2.5 The employee may request that a major investigation interview be recorded, either mechanically and/or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under a major investigation shall be provided an exact copy of any written statements he/she has signed or of a verbatim transcript of any interview.
- 17.2.6 Interviewing shall be completed within a reasonable time, and shall be done under circumstances devoid of intimidation or coercion. In all major investigation interviews the employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney and/or union representative of his/her own choosing before being interviewed. The employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- 17.2.7 All interviewing shall be limited in scope to activities, circumstances, or events which pertain to the employee's conduct or acts which may form the basis for disciplinary action under one (1) or more of the categories contained in Section 18.2 herein.
- 17.2.8 The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 17.3 Rules and Procedures - The Employer shall furnish each employee with a copy of the Department's Administrative and Personnel policies. The Employer shall make available at primary duty assignments all basic rules and procedures related to the performance of the duties of that position.
- 17.4 Disability - When an employee has a physician-certified disability which prevents the employee from performing his/her regular duties, the Employer shall pursue accommodations in accordance with State and Federal disability laws(s).

ARTICLE XVIII                      WORK STOPPAGES AND EMPLOYER PROTECTION

- 18.1            The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such resignation may be rescinded by the Department Director if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.
- 18.2            Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In additions, if requested by the Employer, a responsible official of the Union shall publicly order such Union's members to cease engaging in such a work stoppage.
- 18.3            Any employee who commits any act prohibited in this Article shall be subject, in accordance with the Employer's Work Rules to discharge, suspension or other disciplinary action as may be applicable to such employee.

ARTICLE XIX                      WAIVER CLAUSE

- 19.1            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 within this Agreement. Therefore, the Employer and the Union, 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 in this Agreement.

ARTICLE XX                      SAVINGS CLAUSE

- 20.1            Should any part hereof or any provisions 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 shall meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

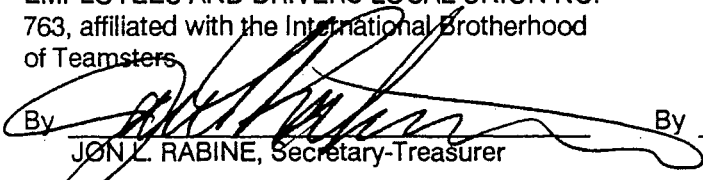
ARTICLE XXI                      DURATION

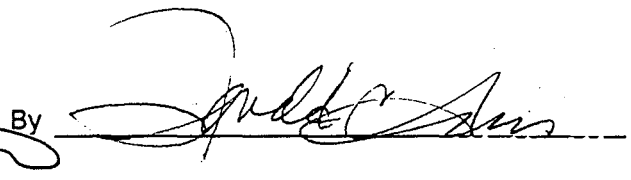
- 21.1            This Agreement and each of its provisions shall become effective upon ratification by the King County Council and shall cover the time period January 01, 1997 through December 31, 1999.

12782

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO.  
763, affiliated with the International Brotherhood  
of Teamsters

COUNTY OF KING, WASHINGTON

By   
JON L. RABINE, Secretary-Treasurer

By 

Date 06-03-97

Date 06-11-97

12782

APPENDIX "A"  
to the  
**AGREEMENT**  
by and between  
COUNTY OF KING, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Courthouse Security Officers)  
January 01, 1997 through December 31, 1999

THIS APPENDIX is supplemental to the AGREEMENT by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the Employer or the County, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 01, 1997 the hourly rates of pay for employees covered by this Labor Agreement shall be as follows:

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u> 00-12m	<u>STEP 2</u> 13-24m	<u>STEP 3</u> 25-36m	<u>STEP 4</u> 37-48m	<u>STEP 5</u> 49m +
42	Courthouse Security Officer	16.9858	17.3982	17.8203	18.2536	18.6973

A.2 Effective January 01, 1997, employees shall be placed on the above Range as follows:

STEP of Range 40 on December 31, 1996	STEP on above Range as of January 01, 1997
STEP 1-6 .....	STEP 1
STEP 7 .....	STEP 2
STEP 8 .....	STEP 3
STEP 9 .....	STEP 4
STEP 10 .....	STEP 5

For instance, if an employee was paid at STEP 7 of Range 40 or 16.1480/hr. in 1996, in 1997 his rate of pay will be STEP 2 of the new Range or 17.3982/hr.

A.3 Effective January 01, 1998, the base rates of pay enumerated in Section A.1 shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for All U.S. Cities. In no event shall this increase be less than two percent (2%) nor more than six percent (6%). The "Index" used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (Revised Series) (CPI-W) (1982-1984=100) covering the period from September 1996 to September 1997.

A.3.1 Effective January 01, 1998, the Court Security Officer classification Pay Range set forth within Section A.1 as further amended by Section A.3 shall be increased to the last five (5) Pay STEPS of Pay Range 43. Employees shall be placed on the Range at the STEP which most closely matches their then current pay rate. Such STEP placement shall not result in a reduction in pay for the employee.

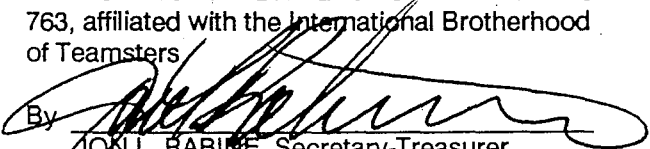
A.4 Effective January 01, 1999, the base rates of pay established pursuant to Section A.3.1 shall be increased by ninety percent (90%) of the percentage increase in the Consumer Price Index for All U.S. Cities. In no event shall this increase be less than two percent (2%) nor more than six percent (6%). The "Index" used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (Revised Series) (CPI-W) (1982-1984=100) covering the period from September 1997 to September 1998.

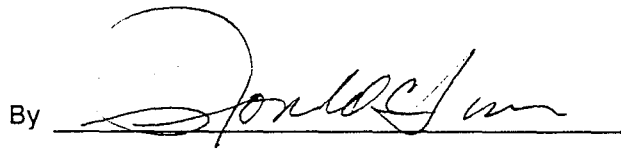
A.4.1 STEPS 1 to 2, 2 to 3, 3 to 4, and 4 to 5 are automatic STEP increases which become effective upon completion of the specified months of employment within Section A.1. If an employee is placed on a Pay Range at a STEP higher than STEP 1, they shall advance to the next higher STEP after twelve (12) months of continuous service.

A.5 Lead Pay - Employees properly assigned, in writing, to the status of Lead, shall receive, during the time period so assigned, an hourly premium equal to five percent (5%) of their hourly base rate of pay.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO.  
763, affiliated with the International Brotherhood  
of Teamsters

COUNTY OF KING, WASHINGTON

By   
JON L. RABINE, Secretary-Treasurer

By 

Date 06-03-97

Date 06-11-97

MEMORANDUM OF UNDERSTANDING  
by and between  
COUNTY OF KING, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing Courthouse Security Officers)

January 01, 1997 through December 31, 1999

THIS MEMORANDUM OF UNDERSTANDING is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the Employer or the County, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

Whereas, in the interest of establishing a collaborative bargaining relationship, the parties hereto desire to settle their collective bargaining agreement in a timely and efficient manner.

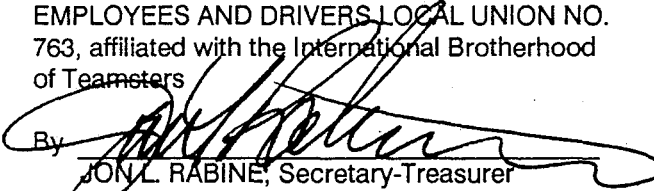
Therefore, in consideration of the above and in exchange for the mutual promise outlined herein, the parties hereto agree as follows:

- 1. Upon ratification by the King County Council of the collective bargaining agreement, under the terms of the tentative agreement reached in December, 1996, each member of the bargaining unit shall receive a one-time only payment in an amount equal to five percent (5%) of his or her wages earned in bargaining unit positions for the year 1996.

The parties signing below have the authority to bind the parties to this Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO.  
763, affiliated with the International Brotherhood  
of Teamsters

COUNTY OF KING, WASHINGTON

By   
JON L. RABINE, Secretary-Treasurer

By   
\_\_\_\_\_

Date 06-03-97

Date 06-11-97