	ADEA HAVE A
	GREG NICKELS by Larry Gossett
Introduced b	W Larry Coccett
muoduced t	y Daily Gossell

Proposed No. 97-550.....

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Attachment:

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ordinance no. 12867

AN ORDINANCE approving and adopting a Memorandum of Understanding negotiated by and between King County and Public Safety Employees Local 519, representing employees who are members of the Non-Commissioned Employees Bargaining Unit in the Department of Adult Detention; Department of Public Health (Cedar Hills and North Rehabilitation Facilities); Department of Public Safety (excluding Communication Center employees and Special Detention Attendants at NRF); and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Memorandum of Understanding negotiated between King County and Public Safety Employees, Local 519, representing employees who are members of the Non-Commissioned Employees Bargaining Unit in the Department of Adult Detention; Department of Public Health (Cedar Hills and North Rehabilitation Facilities), Department of Public Safety (excluding Communication Center employees and Special Detention Attendants at NRF) 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 May 1, 1997, through and including December 31, 1997.

INTRODUCED AND READ for the first time this day of	
September 1997	
PASSED by a vote of to this day of	
September, 19 97	
KING COUNTY COUNCIL	
KING COUNTY, WASHINGTON	
Alland Little	

ATTEST

Clerk of the Council

Memorandum of Understanding

Agreement between

King County

97-550

and

Public Safety Employees, Local 519 concerning

12867

NON-COMMISSIONED EMPLOYEES

Bargaining Unit

The parties, King County represented by Deborah Bellam, and PSE, Local 519 represented by Dustin Frederick, having negotiated in good faith over several benefit and contract related issues and having reached agreement and concluded such negotiations, here by agree to make the following changes to benefits, wages, and contract language to the above referenced bargaining unit.

- 1. Employees in this bargaining unit will receive the "New King County" vacation schedule for all bargaining unit members effective May 1, 1997. This vacation schedule is the revised schedule to be passed into ordinance by King County Council in 1996, a copy of which is attached to this agreement and hereby incorporated by reference. Such schedule replaces existing contract language in Article 5, Section 1. "Grandfathering" will occur consistent with the ordinance.
- 2. Employees in this bargaining unit will receive the "New King County" sick leave plan provisions that provide for a thirty-five percent (35%) cashout rate and deletion of the thirty (30) day cashout cap. These provisions are effective for all bargaining unit members May 1, 1997, and are contained in the revised ordinance expected to be passed by King County Council in 1996, a copy of which is attached to this agreement and hereby incorporated by reference. These provisions replace existing contract language in Article 6, Section 1, and Section 10.
- 3. Article 5, Section 6, <u>Maximum Payment Upon Termination</u>: The parties agree that the following language be deleted "..provided.... or be lost," consistent with attached language.

- 4. Article 8, Section 1, <u>Overtime</u>: The parties agree that the "Actual hours worked" language is clarified to exclude both sick leave and unpaid leave, consistent with the FLSA. See attached language.
- 5. Biweekly Pay The parties agree to the attached language.

This Agreement constitutes an addendum to the 1995 through 1997 Collective Bargaining Agreement and thus effective through December 31, 1997.

I agree to the above terms on behalf of:

SEIU, Public Safety Employees Local 519

Dustin Frederick
Business Manager

Dated May of may 1997.

King County

Lin Schnell

Labor Relations Manager

Dated The day of June, 1997.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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

The right to define and implement a new biweekly payroll system, is vested exclusively in King County. Implementation of such system may include a conversion of wages and leave benefits into hourly amounts and the parties recognize King County's exclusive right to make the changes
 necessary to implement such payroll system

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-ARTICLE 5: VACATIONS

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

Years of works	Monthly	Equivalent	Maximum
Continuous :	Vacation : ::::	Annual	Vacation
Service	Credit :	Vacation ** *********************************	Accumulation
		Credit -	Allowed
Upon completion of		(80 hrs)	·
one (1) year of		10 days	·
service			
More than one (1)	(6.66 hrs)	(80 hrs)	(160 hrs)
but less than three	.833 days	10 days	20 days
(3) years of			,
continuous service			
Less than twelve	(10 hrs)	(120 hrs)	(240 hrs)
(12) years of	1.25 days	15 days	30-days
continuous service.			·
More than (3) years			
of continuous			·
service	,	,	, ,
Twelve (12) years	(13.33-hrs)	(160 hrs)	(320 hrs)
or more of	1.66 days	20 days	4 0 days
continuous service			
and over			

Section 6. Maximum Payment Upon Termination: Upon termination for any reason, the employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation, provided that PERS I employees shall not receive payment for more than 240 hours at retirement.

Accrued amounts in excess of 240 hours must be used prior to the date of retirement or be lost.

Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum "A" and shall also include longevity incentive pay for those who receive it. The hourly rate shall be determined by dividing the annual rate of pay by the number of work hours in that year.

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ARTICLE 8: OVERTIME

Section 1. Overtime:

Overtime shall be payable after working 40 hours in a week.

Hours Per Day	Hours Per Week	Hours Per Month
8.0	40	174
7.5	37.5	163
7.0	35	152

Overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate calculated using their actual hours worked. "Actual hours worked" is defined as including vacation and excluding both sick leave and all unpaid leave.

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

- (a) <u>Court Overtime Callouts</u>: A minimum of two (2) hours at the overtime rate shall be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be considered a shift extension for court. employees will be compensated for the amount of time spent before or after their shift.
- (b) *Training:* In the event that the department requires an employee to attend a mandatory training session, and such training is not directly before or after a shift or during a shift, then a two hour minimum callout will be paid.

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

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

Section 5. *Minimum Standards Set By Law*: If any provision of this article conflicts with minimum standards established by RCW 49.46 then that provision shall be automatically amended to provide the minimum standards.

Section 6. Work Week: For the purpose of calculating overtime compensation, an employee's work week shall be defined as beginning with the first day of work after a furlough day and continuing for a total of seven (7) consecutive days. Also, the work day shall be defined as beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive hours. Provided, the above provisions will not apply during normal quarterly shift rotation or in bona fide emergency situations. Provided that the work week/work day for employees in the Department of Adult Detention is defined in Article 9, Section 5.

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

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

6/17/96 CAJ:cj vac-cor

Introduced By:

LARRY GOSSETT

Proposed No.:

96-510

ordinance no. 12422

AN ORDINANCE related to personnel policies, correcting the vacation leave accrual schedule, clarifying vacation leave accrual for certain employees, continuing vacation leave restoration provisions for employees who resign or are laid off, correcting the sick leave accrual rate, and clarifying eligibility for military leaves of absence; and amending Ordinance 12014, Sections 19, 21 and 26.

PREAMBLE:

By Ordinance 12014, Section 19, the council adopted, inter alia, a vacation leave schedule for certain employees with the understanding that said schedule was the same as the vacation leave schedule previously adopted for the department of metropolitan services.

Subsequent to adoption of Ordinance 12014, the executive determined that the council had unintentionally been misinformed that the vacation leave schedule adopted by said ordinance was the same as the vacation leave schedule previously adopted for the department of metropolitan services and recommended that the council adopt an ordinance to correct the vacation leave schedule to correspond to the schedule that was represented to the council.

Adoption by the council of Ordinance 12014, Section 19, was based on representations that were not reflected in the provisions of said ordinance and said act of the council must be corrected to correspond to said representations and to accurately reflect the council's intent.

In correcting said vacation leave schedule as of the effective date of said schedule, the council intends that affected employees will have vacation leave benefits as of January 1, 1996 consistent with the representations made to the council during its consideration of Ordinance 12014.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12014, Section 19, is hereby amended to read as follows:

Vacation leave. A. Beginning January 1, 1996, full-time regular employees shall accrue vacation leave benefits as described in and further qualified by this section.

((Length of Service))	((Annual Leave in Days Accrued per Year of Service))
((-Upon hire through end of 4 years))	((12))
((5 through end of 7 years))	((15))
((8 through end of 9 years))	((16))
((10 through end of 15	((20))

((Length of Service))	((Annual Leave in
	Days Accrued per
	Year of Service))
((16 through end of 16	((21))
years))	
((17 through end of 17	((22))
years))	
((18 through end of 18	((23))
years))	
((19 through end of 19	((24))
years))	
((20 through end of 20	((25))
years))	
((21 through end of 21	((26))
years))	
((22-through end of 22	((27))
years))	
((23 through end of 23	((28))
years))	
((24 through end of 24	((29))
years))	
((25 or more years))	((30))

	Annual
Full Years of Service	Leave
	in Days
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	30
beyond	<u> </u>

B. Notwithstanding the vacation leave schedule set forth in paragraph A of this section, the following full-time regular employees, excluding employees in the former department of metropolitan services, shall accrue vacation leave as follows:

1. Said employees who were employed on or before December 31, 1995 and ((have)) by that date had completed at least three but less than five full years of service shall begin to accrue fifteen days of vacation leave per year effective January 1, 1996;

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2. Said employees who were employed on or before December 31, 1995 and
subsequent to that date complete three full years of service shall begin to accrue fifteen
days of vacation leave per year effective on the first day of their fourth full year of service

((At the end of the fifth)) Beginning on the first day of their sixth full year of service, all such employees shall accrue vacation leave as set forth in paragraph A of this section.

C. Part-time regular employees shall accrue vacation leave in accordance with the vacation leave schedule set forth in paragraph A of this section, provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled work week.

D./Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

E. Full-time regular employees may accrue up to sixty days vacation leave. Parttime regular employees and temporary employees who are employed at least half-time and
receive vacation and sick leave may accrue vacation leave up to sixty days prorated to
reflect their normally scheduled workweek. Such employees shall use vacation leave
beyond the maximum accrual amount prior to December 31 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 appointing authority 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 county. The maximum vacation accrual
amount established in this paragraph shall apply to vacation accruals as of December 31,
1995.

F. Exempt employees in regular positions may take and upon leaving county employment be paid for accrued vacation leave as approved by their appointing authorities. Employees other than exempt employees in regular positions shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six months of county service, and if they leave county employment prior to successfully completing their first six months of county service, shall forfeit and not be paid for accrued vacation leave. Temporary employees who are employed at least half-time and receive vacation and sick leave, full-time regular employees, and part-time regular employees shall be paid for accrued vacation leave to their date of separation up to the maxima accrual amount if

they have successfully completed their first six months of county service and are in good standing; provided that, except with the written approval of the executive, the position, if vacated by a non-represented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout. Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

- G. Employees shall not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this section.
- H. No employee shall work for compensation for the county in any capacity during the time that the employee is on vacation leave.
- I. For employees covered by the overtime requirements of the Fair Labor Standards

 Act, vacation leave may be used in one-half hour increments, at the discretion of the

 appointing authority.
- J. In cases of separation from county employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six months of county service, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11; provided that, except with the written approval of the executive, the position, if vacated by a non-represented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout.
- K. If an employee resigns from county employment in good standing or is laid off and subsequently returns to county employment within two years from such resignation or lay off, as applicable, the employee's prior county service shall be counted in determining the vacation leave accrual rate under paragraph A of this section.

SECTION 2. Ordinance 12014, Section 21, is hereby amended to read as follows:

Sick leave. A. Except for employees covered by paragraph H of this section, full-time regular employees, part-time regular employees, and temporary employees who are employed at least half-time and receive vacation and sick leave shall accrue sick leave benefits at the rate of ((0.046)) 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin

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earned. B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave

commenced employment. The employee is not entitled to sick leave if not previously

to accrue until the first of the month following the month in which the employee

C. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the appointing authority.

as an extension of sick leave. If an employee does not work a full six months, any vacation

leave used for sick leave must be reimbursed to the county upon termination.

D. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

E. Department management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed physician may be required for any requested sick leave absence.

F. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing or be laid off and return to county employment within two years, accrued sick leave shall be restored.

G. Except employees covered by paragraph H of this section, employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings. This provision is predicated on the requirement that, except with the written approval of the executive, the position, if vacated by a non-represented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout.

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H. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for disability retirement under the provisions of RCW 41.26.120. I. Accrued sick leave may be used for the following reasons: 1. 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; 2. The employee's incapacitating injury, provided that: a. 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; b. 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 sick 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: a. The child is under the age of eighteen; b. The employee is the natural parent, stepparent, adoptive parent, legal guardian or other person having legal custody and control of the child; c. 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; d. The employee actually attends to the child during the absence from work.

7. Employees shall be entitled to use sick leave in the maximum amount of three

days for each instance where such employee is required to care for immediate family

members who are seriously ill. There shall be no limit on the use of sick leave to care for children under paragraph I.6 of this section.

- 8. Up to one day of sick leave may be used by a male employee for the purpose of being present at the birth of his child.
- J. An employee who has exhausted all of his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by his/her appointing authority.

SECTION 3. Ordinance 12014, Section 26, is hereby amended to read as follows:

Leave of absence — Military. ((A. Except as otherwise required by state or federal law, the appointing authority shall grant, for a period not exceeding fifteen work days during each calendar year, leaves of absence with pay to full time regular employees and part time regular employees for the purpose of taking part in)) A leave of absence for active military duty or active military training duty ((as provided by state law, RCW 38.40.060)) shall be granted to eligible employees in accordance with applicable provisions of state and/or federal law; provided, that a request for such leave shall be submitted to the appointing authority in writing by the employee and accompanied by a validated copy of military orders ordering such active duty or active training duty.

((B. The appointing authority and the director shall abide by applicable state or federal law in granting any military leave of absence for a period in excess of fifteen work days.))

SECTION 4. Applicability. The vacation and sick leave provisions set forth in Sections 1 and 2 of this ordinance shall apply to the covered employees effective January 1, 1996 notwithstanding the date of enactment of this ordinance. Section 1 represents the vacation leave schedule the council intended to adopt based on representations from the executive in Ordinance 12014, Section 19. Ordinance 12014, Section 19, was not consistent with such representations and, therefore, did not reflect the intent of the council. Section 2 corrects the sick leave accrual rate to reflect the council's intent to use of 2,080, rather than 2,088, working hours per year. No covered employees shall be deemed or construed to have gained any vacation or sick leave benefits greater than those set forth in

1	Sections 1 and 2 of this ordinance by adoption by the council of Ordinance 12014, Sections
2	19 and 21.
3	SECTION 5. Severability. The provisions of this ordinance shall be effective in all
4	cases unless otherwise provided by federal law. The provisions of this ordinance are
5	separate and severable. The invalidity of any clause, sentence, paragraph, subdivision,
6	section or other portion of this ordinance or the invalidity of the application thereof to any
7	person or circumstance shall not affect the validity of the remainder of this ordinance or the
8	validity of the application to other persons or circumstances.
9	SECTION 6. Continuation of ordinances. The provisions of this ordinance, so far
10	as they are substantially the same as those of ordinances existing at the time of the
11	enactment of this ordinance, shall be construed as continuations thereof.
12	INTRODUCED AND READ for the first time this 24 day of
13	June 1996.
14	PASSED by a vote of 2 to 0 this 19th day of angust,
15	19 <u>44.</u>
16 17	KING COUNTY COUNCIL KING COUNTY, WASHINGTON
18 19 •	Chair Hazue
20	ATTEST:
21	Gueld a Peter
22	Clerk of the Council
23	APPROVED this 70 day of Hugus 1, 19 65
24	my Folice
25	King County Executive
26	Attachments:

None

September 8, 1997 29500197

GREG NICKELS Introduced by: Larry Gossett

Proposed No.: 97-551 ORDINANCE NO. 12868

Agreement and Memoranda of Understanding negotiated by and between

representing corrections officers and sergeants in the Department of Adult

AN ORDINANCE approving and adopting a Collective Bargaining

King County and the King County Corrections Officers Guild,

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

hereto is hereby approved and adopted by this reference made a part hereof.

Detention, and establishing the effective date of said Agreement.

SECTION 1. The Collective Bargaining Agreement and Memoranda of Understanding

negotiated between King County and the King County Corrections Officers Guild, representing regular

full-time corrections officers and corrections sergeants in the Department of Adult Detention and attached

from September 1, 1997, through and including December 31, 1999, except where the specific provisions

SECTION 2. Terms and conditions of said Collective Bargaining Agreement shall be effective

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Attachment: 29

ATTEST:

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Clerk of the Council

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Collective Bargaining Agreement

Labor Relations, OHRM

INTRODUCED AND READ for the first time this _____ day of

PASSED by a vote of 13 to 0 this 15^{1} day of

eptember 19 97

of the Agreement state a different effective date for that provision.

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

APPROVED this 25 day of September 1991