

January 23, 1998  
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MAGGI FIMIA  
LARRY PHILLIPS  
Introduced by

KENT PULLEN  
GREG NICKELS

Proposed No. 98-104

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ORDINANCE NO. 13016

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and Memorandum of Agreement negotiated by and between King County and Public Safety Employees, Local 519, North Rehabilitation Facility (Special Detention Attendants), representing employees in the Department of Public Health; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement and Memorandum of Agreement negotiated between King County and the Public Safety Employees, Local 519, North Rehabilitation Facility (Special Detention Attendants), representing employees in the department of public health 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, 1998, through and including December 31, 2000.

INTRODUCED AND READ for the first time this 17<sup>th</sup> day of February, 1998.

PASSED by a vote of 12 to 0 this 2<sup>nd</sup> day of March, 1998.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Louise Miller  
Chair

ATTEST:

[Signature]  
Clerk of the Council

APPROVED this 11 day of MARCH, 1998.

[Signature]  
King County Executive

Attachment:

Collective Bargaining Agreement and Memorandum Of Agreement

1 AGREEMENT BETWEEN

2 KING COUNTY

3 AND

4 PUBLIC SAFETY EMPLOYEES - LOCAL 519

5 NORTH REHABILITATION FACILITY EMPLOYEES

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

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

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

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

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

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

28 The signatory organization will indemnify, defend, and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any check-off of dues  
2 for the signatory organization. The signatory organization agrees to refund to the County any  
3 amounts paid to it in error on account of check-off provision upon presentation of proper evidence  
4 thereof.

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

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

**ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

The right to define and implement a new bi-weekly payroll system, is vested exclusively with 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

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1 necessary to implement such payroll system.

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**ARTICLE 4: HOLIDAYS**

The County shall continue to observe the following paid holidays:

<b>HOLIDAY</b>	<b>COMMONLY CALLED:</b>
New Year's Day	1st day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	25th day of December

**Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four (24) hour seven (7) day per week operation shall observe the following four (4) holidays on the specific dates listed below. For these specific named holidays, overtime will be paid only on the dates listed below:

<b>Holiday</b>	<b>Date of Observance and Overtime Payment</b>
New Year's Day	First of January
Independence Day	Fourth of July
Veteran's Day	Eleventh of November
Christmas Day	Twenty-Fifth of December

**Section 2. Overtime Payment:** All employees shall take holidays on the day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall be



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

3 **Section 3. Floating Holiday:** Each employee shall receive two (2) additional personal  
4 holidays to be administered through the vacation plan. One (1) day shall be granted on the first of  
5 October and one (1) day on the first of November of each year. These days can be used in the same  
6 manner as any vacation day earned.

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

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

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1 **ARTICLE 5: VACATIONS**

2 **Section 1**

3 **A. Accrual - 40 Hour Employees:** Regular full-time employees working forty (40) hours per  
 4 week, shall receive vacation benefits as indicated in the following table:

5

6 **Equivalent Annual Vacation for Full-time Employee**

7 <b>Accrual Rate</b>	<b>Vacation</b>	<b>Years of</b>	<b>Working</b>	<b>Hours</b>	<b>Max. Bal.</b>
8 <b>Hours on</b>	<b>earned per</b>	<b>service</b>	<b>days per</b>		<b>(Hours)</b>
9 <b>regular pay</b>	<b>hour</b>		<b>year</b>		
10 <b>status</b>					
11 0 - 10440	.0460	0 - 5	12	96	192
12 10441 - 16704	.0577	6 - 8	15	120	240
13 16705 - 20880	.0615	9 - 10	16	128	256
14 20881 - 33408	.0692	11 - 16	20	160	320
15 33409 - 35496	.0804	17	21	168	336
16 35497 - 37584	.0842	18	22	176	352
17 37585 - 39672	.0881	19	23	184	368
18 39673 - 41760	.0919	20	24	192	384
19 41761 - 43848	.0957	21	25	200	400
20 43849 - 45936	.0996	22	26	208	416
21 45937 - 48024	.1034	23	27	216	432
22 48025 - 50112	.1072	24	28	224	448
23 50113 - 52200	.1111	25	29	232	464
24 52201 - 54288	.1149	26	30	240	480
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1 B. Notwithstanding the above schedule, full-time regular employees who were employed on  
2 or before December 31, 1995 and by that date had completed at least three (3) but less than five (5)  
3 full years of service shall begin to accrue fifteen days (105 hours) of vacation leave per year effective  
4 January 1, 1996.

5 C. Said employees who were employed on or before December 31, 1995 and subsequent to  
6 that date complete three (3) full years of service shall begin to accrue fifteen days (105 hours) of  
7 vacation leave per year effective on the first day of their fourth full year of service.

8 D. Beginning on the first day of their sixth full year of service, all such employees shall  
9 accrue vacation leave as set forth in Section 1(A), above.

10 E. Part-time regular employees shall accrue vacation leave as set forth in Section 1(A),  
11 above; provided, however, such accrual rates shall be prorated to reflect his/her normally scheduled  
12 work week.

13 F. Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

14 G. Full-time regular employees may accrue up to sixty days (480 hours) of vacation leave.  
15 Part time regular employees may accrue up to sixty days prorated to reflect their normally scheduled  
16 work week.

17 **Section 2. Monthly Accrual:** Employees shall not be eligible to take or be paid for vacation  
18 leave until they have successfully completed their first six (6) months of County service, and if they  
19 leave County employment prior to successfully completing their first six months of County service,  
20 shall forfeit and not be paid for accrued vacation leave. Full time regular employees and part time  
21 regular employees shall be paid for accrued vacation leave to their date of separation up to the  
22 maximum accrual amount if they have successfully completed their first six (6) months of County  
23 service and are in good standing. Payment shall be the accrued vacation leave multiplied by the  
24 employee's rate of pay in effect upon the date of leaving County employment less mandatory  
25 withholdings.

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

1           **Part Time Employees:** If a regular, part-time employee normally works four (4) hours per  
2 day in a unit that normally works eight (8) hours per day, then the part-time employee would be  
3 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent  
4 number of years service.

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

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

10           **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, the  
11 employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation.  
12 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum  
13 A. The hourly rate shall be the same as that reflected in Addendum A.

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

16           **Section 8. Payment Upon Death of Employee:** In cases of separation by death, payment of  
17 unused vacation benefits shall be made to the employee's estate, or, in applicable cases, as provided  
18 by RCW, Title II.

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

24           **Section 10. Vacation Preference:** In accordance with past practice, vacation shall be granted  
25 on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee  
26 with the approval of the Division Commander. Employees who are transferred involuntarily, and  
27 who have already had their vacation request approved as specified above, will be allowed to retain  
28 that vacation period regardless of their seniority within the new shift, squad, or unit to which they are

1 transferred.

2           **Section 11. Vacation Transfer:** A higher-paid employee (including premium pay) may  
3 transfer a portion of his/her accrued vacation to a non-probationary employee of equal or lesser pay  
4 upon written request, including an absence request, to his/her supervisor. Such transfer shall be in  
5 eight (8) hour increments and shall not exceed the transferring employee's accrued vacation on the  
6 books as of the date of the request, nor shall it exceed the maximum vacation accrual allowed the  
7 employee receiving the transfer. The amount transferred must be used within ninety (90) calendar  
8 days following the date of transfer, provided that vacation transferred is excluded from vacation  
9 payoff provisions of this Agreement.

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**ARTICLE 6: SICK LEAVE**

**Section 1. Accrual:** Every regular full-time and part-time employee shall accrue sick leave benefits at a monthly rate equal to .00384615 hours for each hour in a pay status; 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. Employees will not accrue sick leave on overtime hours.

**Section 2. Sick Leave Extension:** After the first six (6) months of full-time service, a regular employee may, at the division manager's discretion, be permitted to use up to five (5) days of vacation as an essential extension of used sick leave. If an employee does not work a full six (6) months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

**Section 3. Increments:** Sick leave may be used in one-half hour increments by FLSA overtime eligible employees at the discretion of the division manager or department director.

**Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits accrued by an employee.

**Section 5. Verification of Illness:** 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.

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

**Section 7. Pregnancy Disability:** Accrued sick leave may be used for absence due to temporary disability caused by pregnancy.

**Section 8. Sick Leave Cashout:** King County will reimburse those employees who have at least five (5) years service and retire as a result of length of service or who terminate by death, thirty-five percent (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement.

**Section 9. Maximum Compensation:** Employees injured on the job may not simultaneously

1 collect sick leave and workers' compensation payments in a total amount greater than the net regular  
2 pay of the employee. Provided that employees who qualify for workers' compensation may receive  
3 payments equal to net regular pay.

4 **Section 10. Uses of Sick Leave:** Employees are eligible for payment on account of illness  
5 for the following reasons:

- 6 (1) Employee illness or incapacitating injury provided that an employee who is  
7 injured on the job or has an occupational illness may not simultaneously collect  
8 sick leave and worker's compensation payments in a total amount that exceeds the  
9 employee's net regular pay. Furthermore, an employee may not collect sick leave  
10 benefits for physical incapacity due to any injury or occupational illness that is  
11 directly traceable to employment other than with the County and for which the  
12 employee is receiving industrial insurance benefits.
- 13 (2) Noncompensable injury of an employee (e.g., those injuries generally not eligible  
14 for worker's compensation payments);
- 15 (3) Employee disability due to pregnancy or childbirth;
- 16 (4) Employee exposure to contagious diseases and resulting quarantine;
- 17 (5) Employee keeping medical, dental, or optical appointments. Use of sick leave for  
18 non-emergency appointments must be requested at a minimum of forty-eight (48)  
19 hours in advance of appointment.

20 **Section 11. Family Care and Bereavement Leave:**

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

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

26 (c) For purposes of this section, "immediate family is defined as follows: Children,  
27 Parents, siblings, Spouse or Domestic Partner, Son-in-law, Daughter-in-law, Grandmother,  
28 Grandfather, Grandchildren, Mother-in-law, Father-in-law, Domestic partner's children, Domestic

1 partner's parent and Spouse's children. For purposes of FMLA leave the Family Medical Leave  
2 Ordinance definition shall apply.

3 (d) Employees may use Family Medical Leave as provided by King County  
4 Ordinance.

5 Section 12. Sick Leave Incentive: In January of each calendar year, employee sick leave  
6 usage will be reviewed. Regular, full-time employees who have passed probation and who have used  
7 sixteen (16) or less hours of sick leave during the entire preceding calendar year shall be rewarded by  
8 having sixteen (16) additional hours credited to their vacation account. Employees who have used  
9 more than sixteen (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional  
10 hours credited to their vacation account. The additional vacation credits specified herein shall not  
11 affect sick leave amounts.

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1 **ARTICLE 7: WAGE RATES**

2 **Section 1. Rates of Pay:** Wage rates for 1998 shall be as listed in Addendum A and shall  
3 be effective beginning October 1, 1997.

4 **Section 2. Cost of Living Adjustments:** Effective October 1, 1997, wage rates in effect  
5 on September 30, 1997 for all classifications in the bargaining unit shall receive a seven point seven  
6 percent (7.7%) wage increase. The parties acknowledge that the granting of increases equal to those  
7 of Corrections Officers is non precedential and that this section lapses upon the expiration of this  
8 contract.

9 Effective January 1, 1999, wage rates in effect on December 31, 1998 for all  
10 classifications in the bargaining unit, shall receive a percentage increase equal to the increase granted  
11 to Corrections Officers, i.e., 2.7%. The parties acknowledge that the granting of increases equal to  
12 those of Corrections Officers is non precedential and that this section lapses upon the expiration of  
13 this contract.

14 (a.) For calendar year 2000, wage rates in effect on December 31, 1999 for all classifications  
15 in the bargaining unit, shall receive a percentage increase equal to the increase granted to Corrections  
16 Officers. Said increase for calendar year 2000 shall be effective on the same date the Corrections  
17 Officers' increase is effective. The parties acknowledge that the granting of increases equal to those  
18 of Corrections Officers is non precedential and that this section lapses upon the expiration of this  
19 contract.

20 **Section 3. Step Increases:** Employees will receive step increases annually in accordance  
21 with Addendum A.

1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:**

3 Overtime shall be payable after working forty (40) hours in one week. Overtime shall be paid  
4 at one and one-half (1 ½) times the employee's normal hourly rate calculated using their actual hours  
5 worked. "Actual hours worked" is defined as including vacation but excluding both sick leave and all  
6 unpaid leave.

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

11 (a) **Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall be  
12 allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall  
13 be allowed at the overtime rate. The provisions of this section apply only to callouts for the purposes  
14 of testifying in court. If the session starts less than two (2) hours before or after the shift, it will be  
15 considered a shift extension for court. Employees will be compensated for the amount of time spent  
16 before or after their shift.

17 (b) **Training:** In the event that the department requires an employee to attend a mandatory  
18 training session, and such training is not directly before or after a shift or during a shift, then a two (2)  
19 hour minimum callout will be paid.

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

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

28 **Section 5. Minimum Standards Set By Law:** If any provision of this article conflicts with

1 minimum standards established by RCW 49.46 then that provision shall be automatically amended to  
2 provide the minimum standards.

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

9 **Section 7. Compensatory Time:** An employee may request compensatory time in lieu of  
10 overtime pay. Compensatory time shall be accrued on the basis of one and one-half (1-1/2) times the  
11 hours worked. Provided however, employees who are on a seven (7) hour work day schedule shall  
12 accrue the compensatory time on a straight time basis for the first hour beyond their normal shift and  
13 thereafter shall accrue compensatory time on a time and one-half basis. As an example, if an  
14 employee whose normal work day is seven (7) hours, works nine (9) hours in a day, that employee  
15 shall accrue one (1) hour of compensatory time for the eighth hour in the work day and one and one-  
16 half (1-1/2) additional hours for the ninth hour for a total of two and one-half (2-1/2) hours of  
17 compensatory time. No employee may accrue more than forty (40) hours of compensatory time at  
18 any given time. The employer agrees to publish documentation requirements as part of its policy and  
19 procedures manual.

20 **Section 8. Voluntary Training:** Employees who request training on a voluntary basis will  
21 not be paid for study time associated with said training, nor will overtime compensation be paid for  
22 workdays that extend beyond the normal contractual workday if said workday is part of the normal  
23 training schedule, provided, however, employees who are required to attend by the Department will  
24 be paid overtime pursuant to the overtime provisions of this agreement. It is the intention of the  
25 parties that this section shall be interpreted to be consistent with the Fair Labor Standards Act.

26 **Section 9. Overtime Scheduling:** In those instances wherein the need for overtime on the  
27 next shift is created by unanticipated absences (e.g., sick leave), permanent full-time Special  
28 Detention Attendants who are currently on duty will be offered the overtime before part-time or

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1 extra-help persons. Said overtime shall be offered to the shift on a seniority basis, with the overtime  
2 being offered to the most senior employee first. If no full-time permanent employees want the  
3 overtime then it will be offered to the extra-help or part-time employees.

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1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.** The working hours of the classifications affected by this Agreement shall be the  
3 equivalent of forty (40) hours per week on an annualized basis.

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

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

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

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

16 **Section 5. Job Sharing:** If two employees in the same job classification and work site wish  
17 to job share one full time position, they shall submit such a request in writing to their immediate  
18 supervisor. The immediate supervisor shall submit such request to the Division Manager. The  
19 Division Manager shall have ninety (90) days from the date he/she receives the request to review the  
20 request and either approve or deny the request for job sharing. Employees who job share one full  
21 time position shall receive pro-rata benefits except medical benefits shall be granted on the same  
22 basis as other half-time County employees. In the event that one of the job-sharing employees  
23 terminates his/her employment (voluntarily or involuntarily), the County shall have the following  
24 options:

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

26 (b) Fill the vacant half-time position with temporary help.

27 (c) Expand the half-time position to a full-time position, if both parties mutually agree.  
28

1 ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

2 King County presently participates in group medical, dental and life insurance programs. The  
3 County agrees to maintain a plan during the term of this Agreement, provided that the Union and  
4 County agree to incorporate changes to employee insurance benefits which the County may  
5 implement as a result of the agreement of the Joint Labor-Management Insurance Committee.

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1 **ARTICLE 11: MISCELLANEOUS**

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

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

8 **Section 3. Access to Premises:** The Department administration shall afford Union  
9 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
10 management officials and/or aggrieved employees, provided that the Union representative and/or  
11 aggrieved employees contact their immediate supervisors, indicate the general nature of the business  
12 to be conducted, request necessary time without undue interference with assignment duties. Time  
13 spent on such activities shall be recorded by the Union representative on a time sheet provided by the  
14 supervisor. Union representatives shall guard against use of excessive time in handling such  
15 responsibilities.

16 **Section 4. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of  
17 duty, to personal property and/or clothing, will have same repaired or replaced at department expense,  
18 not to exceed \$150.00.

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

24 **Section 6. Lead Worker Pay:** Employees assigned, in writing, by the Division Manager or  
25 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent  
26 (5%) greater than their regular rate for all time so assigned.

27 **Section 7. Salary on Promotions:** Any employee who is promoted to a higher classification  
28 shall receive the beginning step for the higher classification or the next higher salary step as would

1 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

2       **Section 8. Mandatory Higher Education:** Employees who are required to obtain additional  
3 formal education beyond that initially required for employment shall be allowed time off from work  
4 with pay to attend classes/seminars with scheduling approval of same at the sole discretion of  
5 management.

6       **Section 9. Jury Duty:** An employee required by law to serve on jury duty shall continue to  
7 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of  
8 time necessary for such assignment. If they have four (4) hours or more left on their shift at the  
9 completion of the jury duty assignment for the day, they shall report to their work location and  
10 complete the day shift. Once the employee is released for the day, or more than one (1) day, then  
11 he/she is required to contact the supervisor who will determine if he/she is required to report for duty,  
12 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.  
13 he/she shall not be required to report for work on that particular day.

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

16       When an employee is notified to serve on jury duty, he/she will inform his/her immediate  
17 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of  
18 absence from regular duties. The supervisor will ensure that the employee is relieved of regular  
19 duties a minimum of twelve (12) hours prior to the time of reporting for jury duty.

20       When the employee is dismissed from jury duty (completion of jury duty assignment) the  
21 employee is required to contact his/her supervisor immediately. The supervisor will instruct the  
22 employee when to report to work, PROVIDED: there must be a minimum of twelve (12) hours  
23 between the time the employee is dismissed from jury duty and the time he/she must report for  
24 regular duties.

25       **Section 10. Union Negotiating Committee:** No more than three employees may serve on the  
26 Union negotiating committee with pay during face-to-face negotiating meetings with the County.  
27 Time spent by more than three employees in face-to-face negotiations and all time spent by  
28 employees preparing for negotiations shall be unpaid.



1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

12 **Procedure**

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

16 The grievance must:

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

20 The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the  
21 employee within three (3) working days. If a grievance is not pursued to the next level within three  
22 (3) working days, it shall be presumed resolved.

23 **Step 2 - Division Manger:** If, after thorough discussion with the immediate supervisor, the  
24 grievance has not been satisfactorily resolved, the employee and his/her representative shall present  
25 the grievance to the appropriate manager for investigation, discussion and written reply. The  
26 appropriate manager shall be defined as Section Commander. The manager shall make his/her  
27 written decision available to the aggrieved employee within ten (10) working days. If the grievance  
28 is not pursued to the next higher level within five (5) working days, it shall be presumed resolved.

1           **Step 3 - Department Director:** If, after thorough evaluation, the decision of the manager has  
2 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the  
3 Department Director. All letters, memoranda and other written materials previously submitted to  
4 lower levels of supervision shall be made available for the review and consideration of the  
5 Department Director. He/she may interview the employee and/or his/her representative and receive  
6 any additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
7 his/her written decision available within ten (10) working days. If the grievance is not pursued to the  
8 next higher level within five (5) working days, it shall be presumed resolved.

9           **Step 4 - Director of Human Resources:** If, after thorough evaluation, the decision of the  
10 department director has not resolved the grievance to the satisfaction of the employee, the grievance  
11 may be presented to a committee comprised of one (1) representative from the Union, one (1)  
12 representative from the Department, and the OHRM Director or his/her designee, who shall also act  
13 as Chair. The Union representative and/or the Department representative may be subject to challenge  
14 for cause.

15           This committee shall convene a hearing for the purpose of resolving the grievance. Both  
16 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall  
17 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
18 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair  
19 fails to render a decision within fifteen (15) days the Union may proceed to Step 5 of this grievance  
20 procedure (except for written reprimands, which may not be appealed to Step 5.) The proceedings  
21 shall be informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are  
22 those who do not work for King County or for the Union. Rules of evidence do not apply. The  
23 purpose shall be to determine the validity of the grievance and render a decision appropriate to that  
24 determination. Employer grievances shall be initiated at Step 4 of the grievance procedure.

25           By mutual agreement, the parties may call in a mediator in place of the grievance panel and  
26 OHRM Director, to attempt to resolve the dispute. The parties shall jointly select the mediator, who  
27 will hear both sides of the dispute and attempt to bring the parties to an agreement. The mediator  
28 may not bind the parties to any agreement, as mediation is a voluntary process. Parties are

1 encouraged to participate in good faith mediation and nothing the mediator says shall be admissible  
2 in an arbitration.

3       ***Step 5 - Arbitration:*** Either the County or the Union may request arbitration within thirty  
4 (30) days of the issuance of the Step 4 decision and the party requesting arbitration must at that time  
5 specify the exact question which it wishes arbitrated. The parties shall then select a third  
6 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an  
7 arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the  
8 American Arbitration Association or the Federal Mediation and Conciliation Service, or by another  
9 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County  
10 representative and the Union, each alternately striking a name from the list until one (1) name  
11 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to  
12 render a decision promptly and the decision of the arbitrator shall be final and binding on both  
13 parties.

14       The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
15 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement  
16 in reaching a decision.

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

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

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

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

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

1           **Section 3. Just Cause/Progressive Discipline:** No non-probationary employee may be  
2 discharged, suspended without pay, or disciplined in any way except for just cause. In addition, the  
3 County will employ the concept of progressive discipline in appropriate cases. The County's policy  
4 is that discipline is corrective, rather than punitive in nature. It is understood that there may be  
5 egregious cases that may result in discharge, disciplinary transfer, or other disciplinary action, that do  
6 not require corrective action.

7           Written reprimands may not be used for purposes of progressive discipline once three (3)  
8 years have passed from the date the reprimand was issued, and the employer has documented no  
9 similar problems with the employee during this three (3) year time period. In those instances where  
10 disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed  
11 discipline involves suspension or termination of the employee the grievance procedure will begin at  
12 Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will  
13 begin at the next appropriate step.

14           **Section 4. Probationary Period:** All newly hired and promoted employees must serve a  
15 probationary period as defined in KCC 3.12.100. As the above specify that the probationary period is  
16 an extension of the hiring process, the provisions of this Article will not apply to employees if they  
17 are discharged during their initial probationary period, or are demoted during the promotional  
18 probationary period for performance related issues. Grievances brought by probationary employees  
19 involving issues other than discharge or demotion may be processed in accordance with this Article.

20           **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and  
21 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.  
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1 ARTICLE 13: BULLETIN BOARDS

2           The employer agrees to permit the Union to post on County bulletin boards the announcement  
3 of meetings, election of officers, and any other Union material.

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1 ARTICLE 14: NON-DISCRIMINATION

2           The Employer or the Union shall not unlawfully discriminate against any individual with  
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,  
4 religion, national origin, sexual orientation, age, sex, or any sensory, mental or physical handicap.

5           The parties agree that personnel actions may be taken to accommodate disabilities, as may be  
6 required under the Americans with Disabilities Act (ADA), and that such an accommodation under  
7 the ADA shall take precedence over any conflicting provisions of this Agreement.

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1 ARTICLE 15: SAVINGS CLAUSE

2           Should any part hereof or any provision herein contained be rendered or declared invalid by  
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
5 remaining portions hereof; provided, however, upon such invalidation, the parties agree to meet and  
6 negotiate such parts or provision affected. The remaining parts or provisions shall remain in full  
7 force and effect.

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1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

- 20           1. Discharge.
- 21           2. Suspension or other disciplinary action as may be applicable to such employee.



1 ARTICLE 17: WAIVER CLAUSE

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

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1 **ARTICLE 18: REDUCTION-IN-FORCE**

2       **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be  
3 laid off according to seniority within the Department and classification, with the employee with the  
4 least time being the first to go. In the event there are two or more employees eligible for layoff  
5 within the Department with the same classification and seniority, the Department head will determine  
6 the order of layoff based on employee performance, PROVIDED: no regular or probationary  
7 employee shall be laid off while there are temporary extra-help employees serving in the class or  
8 position for which the regular or probationary employee is eligible and available.

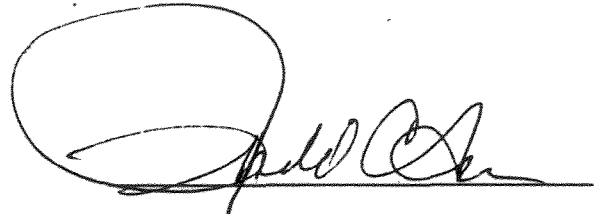
9       **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or  
10 probationary employee may, on the basis of Department seniority, bump the least senior employee in  
11 any lower level position within the bargaining unit formerly held by the employee designated for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

13       **Section 3. Re-employment List:** The names of laid off employees will be placed in inverse  
14 order of layoff on a Re-employment List for the classification previously occupied. The Re-  
15 employment List will remain in effect for a maximum of two years or until all laid off employees are  
16 rehired, whichever occurs first.

1 ARTICLE 19: DURATION

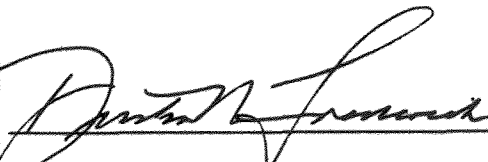
2 This Agreement shall cover the time period from January 1, 1998 through December 31,  
3 2000. Written notice of desire to modify this Agreement shall be served by either party upon the  
4 other at least sixty (60) days prior to the date of expiration, namely October 31, 2000.

5 APPROVED this 9 day of February, 1998.

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10 KING COUNTY EXECUTIVE

11 SIGNATORY ORGANIZATION:

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16 Public Safety Employees, Local 519

1997 ADDENDUM A

Union code 0519NF

PUBLIC SAFETY EMPLOYEES, LOCAL 519

Special Detention Attendants - North Rehabilitation Facility

Monthly and Hourly Rates

Class Code	Title	Step 1 Start	Step 2 12 month	Step 3 24 month	Step 4 36 month	Step 5 48 month	Step 6 60 month	Step 7 72 month
4177	Special Detention Attendant*	2,287.45 13.20	2,562.69 14.78	2,789.80 16.09	2,918.39 16.84	3,041.51 17.55	3,200.21 18.46	3,296.21 19.02
4178	Special Detention Attendant Supervisor	3,296.21 19.02	3,461.01 19.97	3,634.07 20.97	3,815.77 22.01			

\* 85% of the rate paid Corrections Officers.

Rates effective October 1, 1997 through December 31, 1998.

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

**1. Department:**

King County Health Department

**2. Party:**

Either King County or Public Safety Employees, Local 519, North Rehabilitation Facility

**4. Extra Help, Temporary and Part-time position:**

An other than a regular position in which the part-time employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply. Part-time position excludes administrative intern.

**5. Extra Help, Temporary and Part-time employee:**

An employee employed in a part-time position. Under Section 550 of the charter, part-time employees are not members of the career service.

**6. Part-time regular position:**

A regular position in which the part-time regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply.

1. All step increases are based upon satisfactory performance during previous service.
2. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department.
3. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.
4. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.

13016

**AGREEMENT**  
by and between  
**COUNTY OF KING, WASHINGTON**  
and  
**PUBLIC SAFETY EMPLOYEES, LOCAL 519**  
(Representing Special Detention Attendants and Special Detention Attendant  
Supervisors at Seattle-King County Department of Public Health,  
North Rehabilitation Facility)

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THIS AGREEMENT is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the PUBLIC SAFETY EMPLOYEES, LOCAL 519, hereinafter referred to as the Union.

WHEREAS, the Union and the County are parties to a collective bargaining agreement that cover the classifications of Special Detention Attendants and Special Detention Attendant Supervisors at Seattle-King County Department of Public Health, North Rehabilitation Facility;

WHEREAS, the Union and the County have a dispute regarding the intent of contract language relating to cost of living adjustment for calendar year 1997;

WHEREAS, the Union and the County desire to resolve this dispute and all claims arising from the cost of living adjustment issue;

NOW THEREFORE, the Union and the County agree as follows:

**1. Provision of Lump Sum Payment.** The County agrees that effective the first full pay period following County implementation of this agreement, all current bargaining unit members employed during the time period of May 1, 1997 through September 30, 1997, will receive a prorated lump sum retroactive seven point seven percent (7.7%) of base wage payment to encompass the time period of May 1, 1997 through September 30, 1997.

Wage increases for the period of 10/1/97 through 12/31/97 are addressed in the 1998 - 2000 King County/Public Safety Employees, Local 519 North Rehabilitation Facility successor Agreement.

**2. No Admission of Liability.** The Union and the County understand and agree that this Agreement is a compromise resolution and constitutes the settlement of disputed claims. The Union and the County further understand and agree that neither this Agreement, nor performance under the terms of this Agreement, is or shall be construed as, an admission of any liability, fault or responsibility, an

admission as to extent of any damages and/or losses allegedly suffered by any party, or an admission for any other purpose.

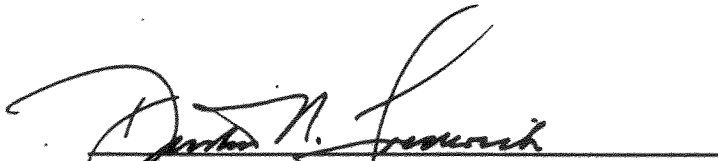
**3. Council Approval.** This Agreement is subject to approval by the King County Council. In the event that the Council does not approve the Agreement, this entire Agreement including without limitation the release, shall be null and void.

**4. Release.** In consideration of the promises provided herein, the Union hereby releases, acquits, and forever discharges the County, its Departments, employees, agents, representatives, officers, Councilmembers, managers and attorneys, past present and future, from any and all actions, causes of action, claims or demands for damages, attorney's fees, cost or damages, or any other claims of any kind whatsoever in any way arising from the cost of living adjustment dispute. The Union further agrees that it will not bring any other claim or cause of action with respect to the facts that gave rise to the cost of living adjustment dispute.

**5. Authority to Bind.** The Union, in executing this Agreement acknowledges that the person or persons signing on its behalf have the authority to bind the Union in its capacity and the full extent of its authority as the exclusive collective bargaining representative of the King County employees that it represents.

**6. Agreement Not Admissible.** This Agreement may not be used in any forum or for any purpose other than to enforce its terms.

**7. Entire Agreement.** This Agreement constitutes the entire agreement between the parties.



Dustin N. Frederick  
Business Manager  
Public Safety Employees, Local 519

12/9/97  
Date



Jim Johnson  
Labor Negotiator  
King County

1/23/98  
Date