

January 26, 1999
330O0199

Introduced By:

LARRY PHILLIPS
GREG NICKELS
KENT PULLEN

Proposed No.:

99 - 054

ORDINANCE NO. **13407**

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Service Employees International Union, Public Safety Employees, Local 519 (DAD Management Bargaining Unit), representing employees in the Department of Adult Detention; and establishing the effective date of said Agreement.

8

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The Collective Bargaining Agreement negotiated between King

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County and the Service Employees International Union, Public Safety Employees, Local 519

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(DAD Management Bargaining Unit), representing employees in the department of adult

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detention and attached hereto is hereby approved and adopted by this reference made a part

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hereof.

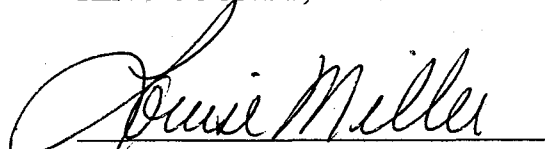
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SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1999, through and including December 31, 2001.

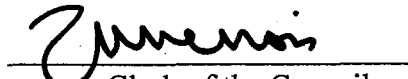
INTRODUCED AND READ for the first time this 8th day of February, 1999.

PASSED by a vote of 11 to 0 this 16th day of February, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 25 day of February, 1999


King County Executive

Attachments: Collective Bargaining Agreement

1 AGREEMENT BETWEEN
2 PUBLIC SAFETY EMPLOYEES, LOCAL 519
3 DAD MANAGEMENT BARGAINING UNIT
4 AND
5 KING COUNTY

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AGREEMENT BETWEEN
PUBLIC SAFETY EMPLOYEES, LOCAL 519
DAD MANAGEMENT BARGAINING UNIT
AND
KING COUNTY

ARTICLE 1: POLICY AND PURPOSE

Section 1. Policy. These articles constitute an Agreement, terms of which have been negotiated in good faith between the Public Safety Employees, Local 519 DAD Management Bargaining Unit, hereinafter referred to as the Union, and King County and its Department of Adult Detention, hereinafter referred to as the Employer. This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

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

Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender. The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical disability. The provisions of this Article 1, Section 3 shall not be subject to the grievance procedure outlined in Article 13.

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2 Section 1. Exclusive Recognition. The King County Council recognizes the signatory
3 organization as representing those employees whose job classifications are listed in the attached
4 Addendum "A" and made a part hereof by this reference. Provisional employees are not covered by
5 the terms of this Agreement.

6 Section 2. Unit Membership. It shall be a condition of employment that all regular
7 employees who are members of the Union on the effective date of this Agreement, shall remain
8 members in good standing. Timely payment of dues and initiation fees shall constitute being a
9 member in good standing.

10 It shall also be a condition of employment that regular employees covered by this Agreement
11 and hired on or after its effective date shall, on the thirtieth day following such employment, become
12 and remain members in good standing in the Union , or pay an agency fee to the Union for their
13 representation to the extent permitted by law.

14 Provided, that employees with a bona fide religious objection to union membership and/or
15 association based on the bona fide tenets or teachings of a church or religious body of which said
16 employees is a member (or in which the employee has a good faith belief consistent with RCW
17 41.56) shall not be required to tender those dues or initiation fees to the Union , for deposit, into its
18 general account, as a condition of employment. Such employee shall have deducted, on a monthly
19 basis, an amount of money equivalent to regular Union dues and initiation fees. Said money shall be
20 deposited into a special interest-bearing account by the Union and, at the end of the fiscal year,
21 donated to a non-religious charity, mutually agreed upon between the public employee and the Union
22 . If the employee and the Union cannot agree on the non-religious charity, the Public Employment
23 Relations Commission shall designate the charitable organization. It shall be the obligation of the
24 employee requesting or claiming the religious exemption to show proof to the Union that he/she is
25 eligible for such exemption.

26 The Union records concerning the special charitable contributions by non-union objectors
27 shall be available for inspection by the County and by the contributors to the special account, upon
28 reasonable notice.

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

5 The signatory organization will indemnify, defend and hold the County harmless against any
6 claims made and against any suit instituted against the County on account of any check-off of dues
7 for the signatory organization. The signatory organization agrees to refund to the County any
8 amounts paid to it in error on account of the check-off provision upon presentation of proper evidence
9 thereof.

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

1 ARTICLE 3: MANAGEMENT RIGHTS

2 It is recognized that the Employer retains the right to manage the affairs of the County and to
3 direct the work force. Such functions of the Employer include, but are not limited to, except by the
4 express terms of this Agreement:

5 a) determine the mission, budget, organization, number of employees, and internal security
6 practices of the Department;

7 b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and
8 determine the time and methods of such action, discipline, suspend, demote, or dismiss employees for
9 just cause except that when a transfer is used as a disciplinary sanction, it shall be subject to the
10 grievance procedure and just cause provisions of Article 13;

11 c) assign and direct the work force;

12 d) develop and modify class specifications and allocate positions to those classifications;

13 e) determine the method, materials, and tools to accomplish the work;

14 f) designate duty stations and work sites, and assign employees to those duty stations and
15 work sites;

16 g) reduce the work force;

17 h) establish reasonable work rules;

18 i) assign the hours of work and assign employees to shifts and days off and;

19 j) take whatever actions may be necessary to carry out the Department's mission in case of
20 emergency.

21 In prescribing policies and procedures relating to personnel and practices, and to the
22 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
23 as appropriate.

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

1 ARTICLE 4: UNION REPRESENTATION

2 **Section 1.** Appointment to Union Position. An employee desiring election or appointment to
3 an office in the signatory organization which requires a part or all of his/her time may request a leave
4 of absence of up to one (1) year without pay. The request shall normally be approved unless the leave
5 would cause a significant hardship to the department or unduly interfere with its ability to carry out
6 its mission.

7 **Section 2.** Negotiations/Business Leave Bank. No more than one (1) employee who is
8 elected/appointed to serve on the Union negotiating committee will be allowed to negotiate future
9 contracts on County time.

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

1 ARTICLE 5: HOLIDAYS

2 **Section 1.** Observed Holidays. The Parties shall continue to observe the following paid
3 holidays:

4		
5	New Year's Day	(January 1)
6	Martin Luther King Day	(day of observance)
7	President's Day	(day of observance)
8	Memorial Day	(day of observance)
9	Independence Day	(July 4)
10	Labor Day	(day of observance)
11	Veteran's Day	(day of observance)
12	Thanksgiving Day	(day of observance)
13	The Friday following 14 Thanksgiving Day	
15	Christmas Day	(December 25)
16		

17 Holidays shall be observed in accordance with RCW 1.16.050, as amended.

18 **Section 2.** Holiday Pay. All employees shall take holidays on the day of observance unless
19 their work schedule requires otherwise for continuity of services, in which event, they shall either
20 schedule and take another day off in lieu thereof within sixty (60) days of the observed day or be paid
21 for it. This holiday shall be taken at the employee's request, subject to approval by management.

22 In the event the holiday is not scheduled and taken within sixty (60) calendar days of the date
23 of the holiday, then the employee shall be paid for the holiday at the straight time rate. No holiday(s)
24 shall be carried over into the succeeding calendar year, except those holidays which occur after the
25 31st day of October.

26 Employees who are not exempt from the Fair Labor Standards Act and who work a shift
27 which begins on a holiday, shall be paid for that shift at one and one-half (1 1/2) times their regular
28 rate of pay in addition to regular holiday pay.

1 Each employee shall receive two (2) additional personal holidays to be administered through
2 the vacation plan. One day shall be added to accrued vacation on the first of October and the first of
3 November of each year. These days can be used in the same manner as any vacation day earned.

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1 **ARTICLE 6: VACATION**

2 **Section 1.** Accrual Rates. Regular, full-time employees working forty (40) hours per week,
3 shall receive vacation benefits as indicated in the following table:

4	5	6
	Full Years of Service	Annual Leave in Days
7	Upon hire through end of Year 5	12
8	Upon beginning Year 6	15
9	Upon beginning Year 9	16
10	Upon beginning Year 11	20
11	Upon beginning Year 17	21
12	Upon beginning Year 18	22
13	Upon beginning Year 19	23
14	Upon beginning Year 20	24
15	Upon beginning Year 21	25
16	Upon beginning Year 22	26
17	Upon beginning Year 23	27
18	Upon beginning Year 24	28
19	Upon beginning year 25	29
20	Upon beginning year 26 and beyond.	30

21
22 **Section 1.1.** Notwithstanding the above vacation schedule, the following full-time
23 employees, shall accrue vacation leave as follows:

24 **Section 1.1.1.** Employees who were employed on or before December 31, 1995 and by that
25 date had completed at least three but less than five full years of service shall begin to accrue fifteen
26 days of vacation leave per year effective January 1, 1996;

27 **Section 1.1.2.** Employees who were employed on or before December 31, 1995 and
28 subsequent to that date complete three full years of service shall begin to accrue fifteen days of

1 vacation leave per year effective on the first day of their fourth year of service.

2 **Section 1.2.** Part-time employees shall accrue vacation leave in accordance with the vacation
3 leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally
4 scheduled work week;

5 **Section 1.3.** Full-time regular employees may accrue up to sixty days vacation leave. Part-
6 time regular employees may accrue vacation up to sixty days prorated to reflect their normally
7 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount
8 prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual
9 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
10 Director of the Department of Adult Detention has approved a carryover of such vacation leave
11 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
12 the Employer.

13 **Section 2.** An employee shall not be granted vacation benefits if not previously accrued.
14 Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall
15 not be eligible to take or be paid for vacation leave until they have successfully completed their first
16 six months of county service, and if they leave county employment prior to successfully completing
17 their first six months of county service, shall forfeit and not be paid for accrued vacation leave.

18 **Section 3.** County Employment While on Vacation. No person shall be permitted to work for
19 compensation for the County in any capacity during the time when vacation benefits are being drawn.

20 **Section 4.** Incremental Usage. Vacation may be used in one half hour increments at the
21 discretion of the department director or his appointed designee.

22 **Section 5.** Upon Termination. Upon termination for any reason, the employee will be paid
23 for unused vacation credits.

24 **Section 6.** Upon Death. In cases of separation by death, payment of unused vacation benefits
25 shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title II.

26 **Section 7.** Vacation Leave Transfers. Employees shall be allowed to transfer vacation leave
27 in accordance with the provisions set forth in County Ordinance 9257.

1 ARTICLE 7: SICK LEAVE

2 **Section 1. Accrual Rate.** Every employee in a regular full-time or regular part-time position
3 shall accrue sick leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive
4 of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to
5 accrue until the first of the month following the month in which the employee commenced
6 employment. The employee is not entitled to sick leave if not previously earned.

7 **Section 2. Eligible Absences.** Sick leave shall be paid on account of the employee's illness as
8 follows:

- 9 a) Employee illness;
- 10 b) Noncompensable injury of an employee (e.g., those injuries generally not eligible
11 for worker's compensation payments);
- 12 c) Employee exposure to contagious diseases and resulting quarantine;
- 13 d) Employee disability due to pregnancy or childbirth;
- 14 e) Employee keeping medical, dental, or optical appointments.

15 **Section 3. Vacation Sick Leave.** After six months of full-time service, a regular employee
16 may, at management's discretion, be permitted to use up to one-half of his/her accruing vacation (5
17 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12)
18 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

19 **Section 4. Incremental Usage.** Sick leave may be used in one-half (1/2) hour increments at
20 the discretion of management.

21 **Section 5. Maximum Accrual.** There shall be no limit to the hours of sick leave accrued by
22 an employee.

23 **Section 6. Upon Separation.** Separation from King County employment, except by
24 retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave
25 currently accrued to the employee. Should the employee resign in good standing and return to the
26 County within two years, accrued sick leave shall be restored.

27 **Section 7. Cash Out.** King County will reimburse those employees who have at least five (5)
28 years service and retire as a result of length of service or who terminate by death, thirty-five percent

1 (35%) of their unused, accumulated sick leave. All payments shall be made in cash, less any
2 mandatory withholdings, based on the employee's base rate.

3 **Section 8. Worker's Compensation.** Employees injured on the job cannot simultaneously
4 collect sick leave and worker's compensation payments greater than the net regular pay of the
5 employee.

6 **Section 9. Family Leave and Bereavement Leave** shall be administered in accordance with
7 the King County Code provisions applicable to such leave, at the time the employee requests to use
8 such leave, or as set by Federal law.

9 **Section 10. Sick Leave Incentive.** In January of each calendar year, employees sick leave
10 usage will be reviewed. Regular full-time employees who have used fourteen (14) hours or less of
11 sick leave during the preceding calendar year shall be rewarded by having fourteen (14) additional
12 hours credited to their vacation account. Regular, full-time employees who have used more than
13 fourteen (14) but less than twenty-eight (28) hours of sick leave during the proceeding year shall be
14 rewarded by having seven (7) additional hours credited to their vacation account.

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ARTICLE 8: WAGE RATES

Section 1. The position of Psychiatric Services Administrator shall be a forty (40) hour a week position with an unpaid lunch. The position of Psychiatric Services Administrator shall not report to a Corrections Program Administrator.

Section 2. The parties agree that the position of Records Management Coordinator shall be represented by the Union. The parties will negotiate which of the provisions of this contract will apply to that position. The parties also agree to continue negotiations regarding the pay range for said position.

Section 3. 1999 Wage Rates. Effective January 1, 1999, the base wages for Union members shall be increased by 90% of the CPI-W for All U.S. Cities (September 1997 to September 1998) with a maximum increase of six percent (6%), but not less than 2 percent (2%).

Section 4. 2000 Wage Rates. Effective January 1, 2000, the base wages for Union members in 2000 shall be increased by 90% of the CPI-W for All U.S. Cities (September 1998 to September 1999) with a maximum increase of six percent (6%), but not less than two percent (2%).

Section 5. 2001 Wage Rates. Effective January 1, 2001, the base wages for Union members in 2001 shall be increased by 90% of the CPI-W for All U.S. Cities (September 1999 to September 2000) with a maximum increase of six percent (6%), but not less than two percent (2%).

Section 6. Work in Higher Classification. Whenever an employee is assigned, in writing, by the Department Director or designee, to perform the duties of a higher classification, that employee shall be paid at the first step of the higher class or the next higher amount as would constitute a minimum of five (5) percent over the salary received prior to the assignment, for all time spent while so assigned. Such payment shall commence with the first day in the assignment.

Section 7. If as a result of current negotiation for a successor bargaining agreement, the Captains of the Department of Adult Detention negotiate a higher pay range than Pay Range 65, the parties agree to reopen negotiations concerning wages.

1 ARTICLE 9: OVERTIME AND CALLBACK

2 **Section 1. Overtime.**

3 a. The regular schedule of work shall be forty (40) hours in a week or eight (8) hours
4 in a work day, unless the employee is on an alternative work schedule, which has a longer daily shift.
5 No overtime shall be worked unless the employee has received prior approval from his/her supervisor
6 to work the necessary overtime hours.

7 b. The employee will be allowed to elect to receive either compensatory time or to be
8 paid at the appropriate rate of pay. Employees may accrue up to 80 hours of compensatory time.
9 Employees may continue to accrue additional compensatory time beyond the 80 hours specified
10 herein if, as a result of cyclical workloads or work assignments that the taking of compensatory time
11 would result in an undue hardship for the Employer, the employee is unable to take accrued
12 compensatory time. Employees must obtain a waiver from the Director of the Department of Adult
13 Detention to be able to accrue compensatory time beyond the 80 hour limit. If a waiver is denied, the
14 use of accrued compensatory time shall be granted.

15 c. If an emergency necessitates a bargaining unit member to receive telephone calls at
16 home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls
17 shall be paid either straight time or overtime, as required by the provisions of this agreement.

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

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

1 **ARTICLE 10: HOURS OF WORK**

2 **Section 1.** Hours of Work. The working hours of bargaining unit members shall be forty (40)
3 hours per week.

4 **Section 2.** Assignment of Work Schedules. The establishment of reasonable work schedules
5 and starting times is vested solely within the purview of department management and may be
6 changed from time to time provided a two (2) week notice of change is given, except in those
7 circumstances over which the Department cannot exercise control. PROVIDED: the required two
8 (2) week notification period shall not commence until the employee has received the verbal or written
9 notification of the proposed change. In the exercise of this prerogative, department management will
10 act reasonably and will establish schedules to meet the dictates of the work load, however, nothing
11 contained herein will permit split shifts. Employees schedules will allow for a minimum of two (2)
12 consecutive days off.

13 **Section 3.** Alternative Work Schedules. With management approval, work schedules may be
14 altered upon written request of the employee. If such written request is denied by management, the
15 employee may request to meet with management to discuss the reasons for the denial. Management's
16 decision to deny a change in work schedule shall not be grievable under the grievance procedure set
17 forth in this Agreement.

18 **Section 4.** Job-Sharing. If two bargaining unit employees in the same job classification wish
19 to share one full-time position, they shall submit such a request to the Associate Director. The
20 request shall be transmitted to the Department Director. The Department Director shall have sixty
21 (60) days from the date she/he receives the request to review the request and either approve or deny
22 the request for job-sharing. Employees who share one full-time position shall receive pro-rata, on the
23 basis of hours worked, benefits, except medical, dental, and insurance benefits shall be granted on the
24 same basis as other half-time County employees. In the event that one of the job-sharing employees
25 terminates his/her employment (either voluntarily or involuntarily), the job-sharing arrangement shall
26 cease, and the remaining employee reverts to full-time. The provisions of the Article 10, Section 3
27 shall be exempt from the grievance procedure set forth in Article 13.

28 **Section 5.** Corrections Program Administrators. The eight (8) hour work day of the

1 Corrections Program Administrators shall include a one-half (1/2) hour paid lunch. During this paid
2 lunch the Corrections Program Administrators shall be available for work.

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1 ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS

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

7 The County will continue to allow retired employees to purchase medical coverage at their
8 own expense, up to age 65, at the County set-aside rate.

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1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1.** Mileage Reimbursement. All employees who have been authorized by
3 management to use their own transportation on County business shall be reimbursed at the rate
4 approved by ordinance by the King County Council.

5 **Section 2.** Employee Personnel Files. Any/all employee files, except the "background" file,
6 shall be available for review upon request during normal business hours. No information will be
7 placed in these files without the employee's prior knowledge.

8 **Section 3.** Jury Duty. An employee required by law to serve on jury duty shall continue to
9 receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be
10 assigned to the day shift for the period of time necessary for such assignment duty. The fees,
11 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

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

16 When the employee is dismissed from jury duty, the employee is required to contact his/her
17 supervisor immediately. The supervisor will instruct the employee when to report to work,
18 PROVIDED: there must be a minimum of twelve (12) hours between the time the employee is
19 dismissed from his/her total required assignment to jury duty and the time he/she must report for
20 regular duties. In the event of a break during jury service of one day or more, employees shall return
21 to work during those full day breaks.

22 **Section 4.** Bulletin Boards. The employer agrees to permit the Union to post on County
23 bulletin boards, the announcement of meetings, election of officers, and any other Union material
24 which is not prohibited by state law or County ordinance.

25 **Section 5.** Beepers. Bargaining unit employees who are assigned beepers will be required to
26 wear such beepers only during their scheduled work hours. They will not be required to carry beepers
27 during non-working hours. Further, employees shall maintain the beepers in operational condition.

28 **Section 6.** Biweekly Pay. The right to define and implement a new payroll system,

1 including but not limited to a biweekly payroll system, is vested exclusively in the Employer.
2 Implementation of such system may include a conversion of wages and leave benefits into hourly
3 amounts and the parties recognize the Employer's exclusive right to make the changes necessary to
4 implement such payroll system.

5 **Section 7. Travel Between Facilities.** Any employee stationed at one jail facility and having
6 to travel to another jail facility during their work shift will be provided a County car for the trip,
7 access to an employees' transfer bus, or will be paid at the King County mileage rate then in effect.
8 The method of transportation used by the employee will be at the option of the Employer.

9 **Section 8.** If changes are made to King County parking procedures as they affect employees
10 at any King County Jail Facility where bargaining unit members primarily work, the Union may
11 request that the Agreement be reopened to provide the Union with opportunity to negotiate regarding
12 such changes.

13 **Section 9.** If all non-represented employees for King County are given Metro bus passes
14 and/or any enhanced commuting benefits, the Union may request that the Agreement be reopened to
15 provide the Union with opportunity to negotiate regarding such changes.

16 **Section 10.** Employees, who are state certified, will be paid five hundred dollars (\$500) for
17 each year that management identifies the need for translation of a language, and then the employee
18 does in fact translate.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 **Section 1.** Intent. The Employer and the Union commit to addressing and resolving issues in
3 a fair and responsible manner and at the lowest level possible. Employees are encouraged to address
4 disagreements early and may do so without restraint.

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

8 **Section 3.** Procedure.

9 **Step 1 - Supervisor.** A grievance will be addressed verbally between a Supervisor and the
10 Administrator (his/her own immediate supervisor) within ten (10) workdays of the event or
11 circumstance giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the issue
12 will be referred in a jointly written statement by both parties to the Associate Director. The Associate
13 Department Director will have ten (10) working days to review the statement and to resolve the issue.
14 If not satisfactorily resolved within ten (10) working days, the issue will be referred in a jointly
15 written statement by both parties to the Department Director.

16 Administrator. A grievance will be addressed verbally between the Administrator and the
17 Associate Director within ten (10) working days of the event or circumstance giving rise to the issue.
18 If not satisfactorily resolved within ten (10) workdays, the issue will be referred in a jointly written
19 statement by both parties to the Department Director.

20 **Step 2 - Department Director.** The Department Director will have fifteen (15) workdays to
21 review the statement(s) and to resolve the grievance. If the resolution recommended by the
22 Department Director is not acceptable, either party may refer the grievance to Step 3.

23 **Step 3 - Failing to settle the grievance in accordance with Step 2,** the grievance shall be
24 submitted in writing to the King County Director of the Office of Human Resources Management
25 (OHRM) within twenty-one (21) calendar days from the date the Step 2 response was received or
26 due, whichever comes first. The Director of OHRM shall schedule a hearing within twenty-one (21)
27 calendar days from the date of receipt of the written Step 3 grievance. The Director of OHRM shall
28 render a decision within ten (10) calendar days of the hearing.

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

- 4 a. Article or Articles the County has allegedly violated;
- 5 b. details or nature of the violation;
- 6 c. position of party who is referring the grievance to arbitration;
- 7 d. questions which the arbitrator is being asked to decide; i.e., issues statement; and;
- 8 e. remedy sought.

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

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

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

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

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

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

28 **Section 6. Multiple Procedures.** If employees have access to multiple County procedures

1 for adjudicating grievances, the selection by the employee of one procedure will preclude access to
2 other procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
3 procedure.

4 **Section 7.** Procedure for Waiving. Time restrictions and/or grievance steps may be waived
5 by written mutual consent of both parties, provided that new time limits be established by the written
6 document.

7 **Section 8.** Just Cause Standard: No non-probationary employee may be discharged,
8 suspended without pay or disciplined in any way except for just cause. In addition, the County will
9 employ the concept of progressive discipline.

10 **Section 9.** Probationary Period: All newly hired and promoted employees must serve a
11 probationary period as defined in the King County Code. The probationary period is an extension of
12 the hiring process, therefore, the provisions of this Article will not apply to employees if they are
13 discharged during their initial probationary period or are demoted during the promotional
14 probationary period for not meeting the requirements of the classification. Grievances brought by
15 probationary employees involving issues other than discharge or demotion may be processed in
16 accordance with this Article.

17 **Section 10.** Parties to the Agreement: In as much as this is an agreement between the County
18 and the Union , no individual may, without Union concurrence, make use of the provisions of this
19 Article.

1 **ARTICLE 14: EDUCATION AND TRAINING PROGRAM**

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

4 **Section 2. Training Opportunities.** Notice of special schools and general training
5 opportunities will be posted and all interested personnel will be allowed to apply for these
6 opportunities prior to any final selection. In addition, the department will continue its practice of
7 sending notices of specialized training opportunities to applicable personnel.

8 Employees shall be eligible to be paid their regular wages while attending approved and job-
9 related in-service, meetings, educational workshops and/or seminars plus travel expenses in
10 accordance with the County travel reimbursement policies.

11 **Section 3. Education Incentive.** The parties endorse the value of training for employees. In
12 order to encourage such accomplishments, the Employer may reimburse employees for certain
13 education and training expenses. In addition, the Employer will continue its current practice of
14 providing paid leave for the required attendance at training sessions and seminars.

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 re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

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ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. No Work Stoppage. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to performed assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or refusal to perform any customarily assigned duties, or any other form of work stoppage or interference with the normal operation of the jail.

Section 2. Union Responsibility. Upon notification in writing by the County to the Public Safety Employees, Local 519 DAD Management Bargaining Unit that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such employee to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

Section 3. The Employer agrees that there shall be no lock-out during the term of this Agreement.

1 ARTICLE 17: REDUCTION-IN-FORCE

2 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to
3 seniority within the classification; the least time within the classification being the first to go. In the
4 event there are two or more employees eligible for layoff within the Department with the same length
5 of time in a classification, then the time in the Department will determine the order of layoff with the
6 least senior being the first to go.

7 The names of laid off employees will be placed on a re-employment list in reverse order of the
8 actual layoff. Such list shall remain in effect for a period of two years or until all laid off employees
9 are rehired with the County, whichever comes first.

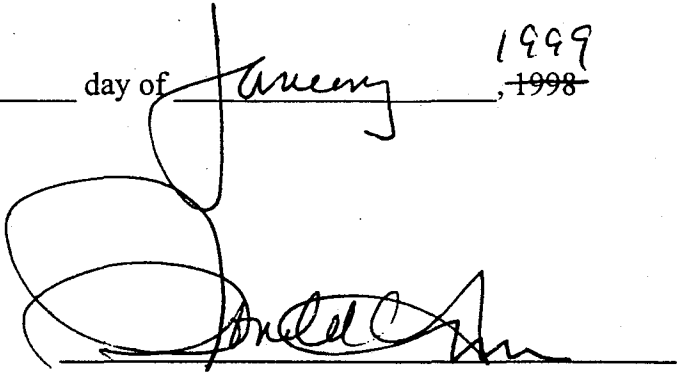
10 In lieu of laying off an employee, the Director of OHRM may reassign such employee to a
11 comparable, vacant position, when the Director of OHRM determines such reassignment to be in the
12 best interest of the County.

13 **Section 2.** Meet and Confer on RIFS. Whenever feasible, at least thirty days prior to any
14 proposed reduction in force of any bargaining unit position, the Employer will meet with the Union .
15 The purpose of the meeting will be to explore options to the reduction in force that may be achieved
16 through job sharing, leaves of absence, other DAD assignments, or such other options that the
17 Employer and the Union may propose.

1 ARTICLE 18: DURATION

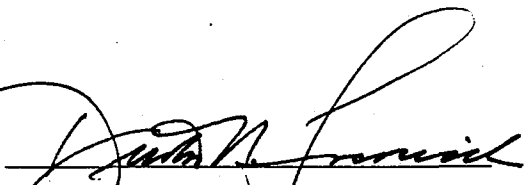
2 This Agreement and each of its provisions, unless otherwise stated, shall cover the period
3 from January 1, 1999 and shall become effective the first full pay period after approval by the King
4 County Council, and shall continue in full force and effect through December 31, 2001.

7
8 APPROVED this 25 day of January, ~~1998~~ ¹⁹⁹⁹

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13 King County Executive

14
15 SIGNATORY ORGANIZATION:

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17 

18
19 Public Safety Employees, Local 519 DAD Management Bargaining Unit

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21
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23 Date

2/02/99

01100199
Clerk 2/04/99

Introduced By: LARRY PHILLIPS
KENT PULLEN

Proposed No.: 1999-0065

ORDINANCE NO. **13408**

1
2 AN ORDINANCE approving and adopting a Memorandum of
3 Understanding negotiated by and between King County and
4 Service Employees International Union, Local 6, representing
5 employees in the department of natural resources, wastewater
6 treatment division; and establishing the effective date of the
7 agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The Memorandum of Understanding negotiated between King County
10 and Service Employees International Union, Local 6, representing employees in the
11 department of natural resources, wastewater treatment division, and attached hereto is hereby
12 approved and adopted by this reference made a part hereof.