

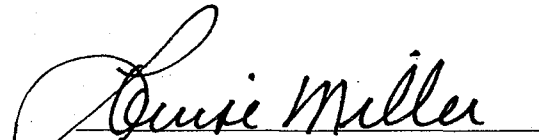
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SECTION 2. Terms and conditions of said agreement shall be effective from July 1, 1999, through and including June 30, 2002.

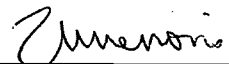
INTRODUCED AND READ for the first time this 12th day of July, 1999.

PASSED by a vote of 10 to 0 this 19th day of July, 1999.

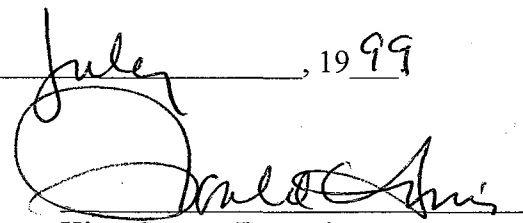
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 22 day of July, 1999


King County Executive

Attachments: Agreement Between King County Division of Mental Health and Service Employees International Union, Local 6

AGREEMENT BETWEEN
KING COUNTY DIVISION OF MENTAL HEALTH
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

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1 AGREEMENT BETWEEN

2 KING COUNTY DIVISION OF MENTAL HEALTH

3 AND

4 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

5
6 These articles constitute an agreement, terms of which have been negotiated in good faith,
7 between the King County Labor Negotiating Team and the signatory organization subscribing hereto.
8 This Agreement shall be subject to approval by Ordinance by the County Council of King County,
9 Washington.

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1 ARTICLE 1: PURPOSE

2 The intent and purpose of this Agreement is to promote the continued improvement of the
3 relationship between King County and its employees by providing a uniform basis for implementing
4 the right of public employees to join organizations of their own choosing, and to be represented by
5 such organizations in matters concerning their employment relations with King County and to
6 expressly set forth in writing the negotiated wages, hours, and working conditions of such employees
7 in appropriate bargaining units provided the County has authority to act on such matters.

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ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION

Section 1. The County recognizes the signatory organization as representing their members whose job classifications are listed in the attached Addendum A.

Section 2.

(a) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the signatory organization. Provided, however, that employees shall be given the option of refusing Union membership but shall be required to pay to the Union an amount equal to Union dues and fees as agency fees.

(b) Provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate that bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations, in which case the employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

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

The signatory organization will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any

1 amounts paid to it in error on account of the check-off provision upon presentation of proper evidence
2 thereof.

3 **Section 4.** Failure by employees to abide by the above provisions shall constitute cause for
4 discharge of such employees; provided that when an employee fails to fulfill the above obligations
5 the Union shall provide the employee and the County with thirty (30) days notification of the Union's
6 intent to initiate discharge action and during this period the employee may make restitution in the
7 amount which is overdue.

8 **Section 5.** The County will upon request transmit to the Union, not more than twice a year, a
9 current listing of all employees in the unit. Such list shall indicate the name of the employee, wage
10 rate, job classification and department or unit.

11 **Section 6.**

12 (a) Authorized representatives of the Union, including shop stewards, may have
13 reasonable access to its members in County facilities for transmittal of information or representation
14 purposes, as long as the work of the county employees and services to the public are unimpaired.

15 (b) The Union shall be allowed to provide a bulletin board for its exclusive use and
16 shall be allowed to place same in a common work location of the bargaining unit. Notices and
17 announcements shall not contain anything political or reflecting adversely upon the County, any of its
18 employees, or any labor organizations among its employees.

19 (c) The Union shall have the right to appoint stewards within departments where its
20 members are employed under the terms of this Agreement. The department shall be furnished with
21 the names of stewards so appointed. The steward shall be allowed a reasonable time to investigate
22 grievances during regular working hours providing the work of the County employees in providing
23 service to the public is not interrupted.

24 (d) A negotiating committee, not to exceed three (3) persons may be selected from
25 amongst the bargaining unit employees by the Union.

26 **Section 7.** The County will require all new employees, hired into a position included in the
27 bargaining unit, to sign a form (in triplicate) which will inform them of the Union's exclusive
28 recognition. (One copy of the form will be retained by the County, one by the employee and the

1 original sent to the Union). The County will notify the Union of any employee leaving the bargaining
2 unit because of termination, layoff, leave of absence or dismissal.

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

2 The management of the County and the direction of the work force is vested exclusively in
3 King County subject to the terms of this Agreement. All matters not specifically and expressly
4 covered or treated by the language of this Agreement may be administered for its duration by the
5 County in accordance with such policy or procedures as the County from time to time may determine.

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ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

1 ARTICLE 5: 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 provision 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 provisions affected. The remaining parts or provisions shall remain in full
7 force and effect.

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1 ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

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, marital status, age, sex, or any sensory, mental or
5 physical handicap.

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ARTICLE 7: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The employer and the signatory organization agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the signatory organization agrees to take appropriate steps to end such interference. Any concerted action by an employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization shall immediately, in writing, order such members 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 signatory organization shall publicly order such signatory organization employees to cease engaging in such a work stoppage.

Section 3. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties:

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

1 ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

2 **Section 1.** King County presently has in effect group medical, dental, and life insurance plans
3 for its employees, and agrees to maintain participation in the plans as determined by the Labor
4 Management Insurance Committee or its successor.

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ARTICLE 9: GRIEVANCE PROCEDURE

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

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

Section 1. Definition. Grievance - An issue raised by an employee relating to the interpretation of rights, benefits, or conditions of employment as contained in this Agreement.

Section 2. Procedure.

Step 1. A grievance shall be presented in writing by the aggrieved employee and representative, if the employee wishes, within fourteen (14) calendar days of the occurrence of such grievance to the Supervisor on duty. The grievance shall specify the Article and Section of the collective bargaining agreement that has been violated. The Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing, a copy of which shall be sent to the Union, within seven (7) calendar days. If a grievance is not pursued to the next higher level within fourteen (14) calendar days of receipt of the Supervisor's response, it shall be presumed resolved. The parties agree that a grievance may be amended prior to Step 2.

Step 2. If, after thorough discussion with the Supervisor, the grievance has not been satisfactorily resolved, the grievance shall then be presented to the Crisis and Commitment Service Coordinator. All letters, memoranda, and other written materials shall be made available for the review and consideration of the Crisis and Commitment Service Coordinator. The Coordinator may interview the employee and/or representative and receive any additional related evidence which may be deemed pertinent to the grievance. The Coordinator shall make a written decision available to the grievant and the Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level within seven (7) calendar days of receipt of the Coordinator's response, it shall be presumed resolved.

1 **Step 3.** If, after thorough discussion with the Coordinator, the grievance has not been
2 satisfactorily resolved, the written grievance shall then be presented to the Division Manager. All
3 letters, memoranda, and other written materials shall be made available for the review and
4 consideration of the Division Manager. The Division Manager may interview the employee and/or
5 representative and receive any additional related evidence which may be deemed pertinent to the
6 grievance. The Division Manager shall make a written decision available to the grievant and the
7 Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level
8 within seven (7) calendar days of receipt of the Division Manager's response, it shall be presumed
9 resolved.

10 **Step 4.** If, after thorough evaluation, the decision of the Division Manager has not
11 resolved the grievance to the satisfaction of the employee, the grievance may be presented to a
12 committee comprised of one representative from the Union, one representative from the Department
13 and the Director of OHRM or his/her designee, who shall also act as Chair.

14 This committee shall convene a hearing for the purpose of resolving the grievance. Both
15 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings
16 shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to.
17 The committee shall render a decision within fourteen (14) calendar days.

18 **Step 5.** Either the County or the Union may request arbitration within 30 days of
19 conclusion of Step 4, and must specify the exact question which it wishes arbitrated and the remedy
20 sought. The committee shall then select a third disinterested party to serve as an arbitrator.

21 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be
22 selected from a panel of seven arbitrators furnished by the American Arbitration Association. The
23 arbitrator will be selected from the list by both the County representative and the Union, each
24 alternately striking a name from the list until only one name remains. The arbitrator, under voluntary
25 labor arbitration rules of the Association, shall be asked to render a decision promptly and the
26 decision of the arbitrator shall be final and binding on both parties.

27 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
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1 this Agreement, but shall have the power only to apply and interpret the specific, written provisions
2 of this Agreement in reaching a decision.

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

6 No matter may be arbitrated which the County by law has no authority over, has no authority
7 to change, or has been delegated to any civil service commission or personnel board as defined in
8 RCW 41.56.

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

10 **Section 3.** All newly hired and promoted employees must serve a probationary period as
11 defined in the Administrative Guidelines for the Career Service. As the Guidelines specify that the
12 probationary period is an extension of the hiring process, the provisions of this Article will not apply
13 to employees if they are discharged during their initial probationary period or are demoted during the
14 promotional probationary period for not meeting the requirements of the classification. Grievances
15 brought by probationary employees involving issues other than discharge or demotion may be
16 processed in accordance with this Article.

17 **Section 4.** If employees have access to multiple procedures for adjudicating grievances, then
18 selection by the employee of one procedure will preclude access to other procedures; selection is to
19 be made no later than at the conclusion of Step 4 of this grievance procedure.

20 **Section 5.** The time limits set forth herein may be extended upon written consent of both
21 parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to
22 the appropriate step within the time limits set forth herein shall constitute a presumption that the
23 matter is resolved. A grievance may be filed at any step that is mutually agreed upon in writing by
24 the County and the Union. The Union and County may agree in writing to waive any of the above
25 steps.

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ARTICLE 10: REDUCTION-IN-FORCE/LAYOFF/RECALL

Section 1. Regular employees laid off as a result of a lack of work and/or shortage of funds shall be laid off according to seniority within classification as set forth in Section 4 of this Article; provided, however, employees serving in their initial probationary period shall be laid off prior to regular employees being laid off;

Section 2. Employees laid off shall be rehired in the inverse order of layoff; namely, those laid off last will be rehired first.

Section 3. The County agrees to notify the Union at least fourteen (14) calendar days in advance, in writing, of any anticipated reduction in force.

Section 4. Seniority shall be defined as follows:

(a) Length of service within the bargaining unit/classification including hours worked as a temporary employee, except as described below:

1) An employee in the bargaining unit who resigns and returns to work shall have all seniority restored, provided the break in service is two years or less.

2) Seniority shall continue to accrue during any compensated absence from service or during any leave of absence without pay for periods of thirty (30) calendar days or less.

3) Seniority shall be retained but shall not continue to accrue during that period of an authorized leave of absence without pay that exceeds thirty (30) calendar days.

4) Crisis and Commitment supervisors who previously occupied a position in the bargaining unit shall have all time worked as a Crisis and Commitment supervisor count toward seniority if they return to the bargaining unit.

1 **ARTICLE 11: HOURS OF WORK**

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2 **Section 1.**

3 (a) The establishment of reasonable work schedules and starting times is vested solely
4 within the purview of department management, and may be changed from time to time provided a
5 two (2) week prior notice of change is given. The two week prior notice provision shall not apply to
6 changes of assignment (for example, Day shift assigned to Court Manager; Outreach Night
7 reassigned to Harborview Night), the scheduling of vacation back-up or in other circumstances over
8 which the department cannot exercise control. Involuntary Commitment Specialists assigned to the
9 court manager position will suffer no loss of time or pay. Provided, however, that no personal leave
10 time will be granted unless an ICS I works more than 9.33 hours in one day as Court Manager. This
11 provision shall not prevent employees from mutually agreeing to schedule changes with the approval
12 of the department. In the exercise of its scheduling prerogative, department management will give
13 priority to meeting the dictates of the workload; provided that scheduled hours shall not exceed an
14 average of 37.5 hours per week per employee over the course of the schedule. Employees will
15 continue their participation in the development of the master work schedule. Shifts to be covered by
16 vacation back-up shall normally be made available to backup staff by Friday, eight (8) days before
17 the start of the schedule.

18 (b) Scheduled shifts shall be 9.33 hours or as mutually agreed by the parties.

19 (c) When annual work schedules are changed by the County, the employees may
20 select their desired schedule on the basis of seniority.

21 (d) These employees are FLSA exempt employees who are compensated on a salary
22 basis. These employees are paid according to a pay system established by ordinance and a policy or
23 practice established pursuant to the principles of public accountability, under which the employee
24 accrues personal leave and sick leave and which requires such employee's pay to be reduced or such
25 employee to be placed on leave without pay for absences for personal reasons or because of illness or
26 injury of less than one work-day when accrued leave is not used by the employee because:

27 (1) permission for its use has not been sought or has been sought and denied

28 (2) Accrued leave has been exhausted

1 (3) The employee chooses to use leave without pay.

2 **Section 2.** Involuntary Commitment Specialists who are required, outside of their normally
3 scheduled working hours, to testify or be available at work related hearings, attend staff meetings or
4 perform other professional services shall accrue and shall use personal leave time off on an hour for
5 hour basis. The standard for the use of personal leave time shall be consistent with the standard for
6 accrual as established by a joint labor management committee.

7 **Section 3.** Personal leave time will not be lost when an employee terminates, however, it
8 shall be used prior to an employee's retirement.

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1 ARTICLE 12: VACATIONS

2 Section 1. Regular full-time employees shall receive vacation benefits as indicated in the
 3 following table:

4
 5 EQUIVALENT ANNUAL VACATION
 6 FOR FULL-TIME EMPLOYEE WORKING 37.5 HOUR AVERAGE SCHEDULE

| | <u>Years of</u> | <u>Maximum Annual</u> | |
|----|--------------------------|-----------------------|----------------|
| | <u>Service</u> | <u>Hours</u> | <u>Days</u> |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | Upon hire to end of year | 5 | 90 hrs 12 days |
| 12 | Upon beginning of year | 6 | 112.5 15 days |
| 13 | | 9 | 120 16 days |
| 14 | | 11 | 150 20 days |
| 15 | | 17 | 157.5 21 days |
| 16 | | 18 | 165 22 days |
| 17 | | 19 | 172.5 23 days |
| 18 | | 20 | 180 24 days |
| 19 | | 21 | 187.5 25 days |
| 20 | | 22 | 195 26 days |
| 21 | | 23 | 202.5 27 days |
| 22 | | 24 | 210 28 days |
| 23 | | 25 | 217.5 29 days |
| 24 | | 26 | 225 30 days |
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1 Notwithstanding the vacation leave schedule set forth above, the following full-time regular
2 employees shall accrue vacation leave as follows:

3 Employees who were employed on or before December 31, 1995 and subsequent to that date
4 complete three full years of service shall begin to accrue fifteen (15) days of vacation leave per year
5 effective on the first day of their fourth full year of service.

6 Employees with one or more years of continuous service shall accrue vacation benefits
7 monthly. Employees shall be granted vacation credit for one year of service at the end of their first
8 year of continuous service.

9 **Section 2.** No employee shall earn vacation credit during a month when the employee is
10 absent without pay more than three (3) scheduled shifts and an employee shall not be granted
11 vacation benefits if not previously accrued by the employee.

12 **Section 3.** Employees shall expend vacation credits on an hour-for-hour basis for regularly
13 scheduled shifts and shall be paid for vacations at the salary in effect at the time of vacation or upon
14 termination. In cases of death, payment of unused vacation benefits shall be made to the employee's
15 estate, or, in applicable cases, as provided by R.C.W., Title 11.

16 **Section 4.** Employees may accrue up to 450 hours of vacation. Employees shall use vacation
17 leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use
18 vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave
19 beyond the maximum accrual amount unless the Crisis and Commitment Coordinator has approved a
20 carryover of vacation leave because of cyclical workloads, work assignments, or other reasons as may
21 be in the interest of the County.

22 **Section 5.** Employees who leave King County employment for any reason will be paid for
23 their unused vacation up to the maximum specified herein.

24 **Section 6.** Employees shall submit their initial vacation requests prior to the first of February
25 each year. Division management shall develop a preliminary vacation schedule for the twelve month
26 period of March 1 to February 29, granting to the extent possible, requested vacation dates in the
27 order established by the random draw. Vacation requests for the first round shall be in increments of
28 not less than one week's duration and not more than four weeks' duration during June, July, August,

1 and December. A week is defined as Saturday through Friday and any portion of a week counts as a
2 week for vacation draw requests. Three (3) employees may be scheduled for vacation at any time
3 unless a greater number is approved by the Crisis and Commitment Coordinator. Additional vacation
4 periods may be granted to requesting employees in the reverse of the order established by the random
5 draw, using new requests submitted for this second round. Requests for the second round shall be
6 limited to not more than two weeks. Following completion of rounds one and two described above,
7 the final vacation schedule shall be posted on or before the first of March each year. The order
8 established by the random draw shall be revised in successive year(s) by moving those employees
9 who did not receive their first requested dates to the top of the list in the same order. New employees
10 shall be placed at the bottom of the list at the time of their employment.

11 **Section 7.** All vacation requests made after the first and second rounds shall be granted where
12 possible and on a first-come basis, but only with the mutual agreement of department management
13 and the employee. If more requests are received simultaneously than can be scheduled, the conflict
14 shall be resolved by awarding the time off to the employee with the most accumulated time (vacation
15 and personal leave time). Requests for additional vacation and personal leave time on a first-come
16 basis shall be submitted no earlier than the Friday which is four weeks in advance of the week time
17 off is desired, except as needed for time off to take advantage of training opportunities. (For
18 example, if an employee wishes to have Wednesday of week 26 off, s/he may submit the request no
19 earlier than Friday of week 21.) Vacation requested and scheduled on a first-come basis may be
20 taken in one-half (1/2) hour increments.

21 **Section 8.** After the posting of vacation schedules, employees shall be permitted to exchange
22 vacation periods with the approval of the department.

23 **Section 9.** Cancellation by an employee of any scheduled vacation should be given to the
24 supervisor at least thirty (30) days in advance of the scheduled vacation. Excess vacation accruals
25 which result from cancellation of a previously scheduled vacation by an employee shall be forfeited
26 at the end of each calendar year.

ARTICLE 13: SICK LEAVE

Section 1. Accrual: Every employee holding a regular, full-time position shall accrue seven and one-half (7.5) hours sick leave for each full calendar month of service, except that no employee shall earn sick leave credit during a calendar month in which he or she is absent without authorization or is absent without pay more than three scheduled shifts. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 2. Vacation as Extension of Sick Leave: During the first six months of full-time service a regular employee may, at the Crisis and Commitment Coordinators discretion, be permitted to use any accrued vacation as an essential extension of used sick leave. If an employee does not work a full six months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

Section 3. Minimum Sick Leave Usage: Sick leave may be used in one-half hour increments at the discretion of the Crisis and Commitment Coordinator.

Section 4. Immediate Family Definition: For purposes of this article, "immediate family" shall be limited to the children, parents, siblings and spouse or domestic partner of the employee, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, domestic partner's child, domestic partner's parents and spouse's children.

Section 5. Separation from Employment: Separation from or termination of County employment, except by reason of retirement, or lay-off due to lack of work, funds, efficiency reasons or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for non-disciplinary medical reasons or be laid off, and return to the County within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in a term limited temporary position.

Section 5.1 Retirement and/or Death Benefit: Employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused,

1 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
2 county employment less mandatory withholdings.

3 **Section 6. Use prior to Unpaid Leave:** An employee must use all of his or her sick leave
4 before taking unpaid leave for his or her own health reasons. If the injury is compensable under the
5 county's workers compensation program, then the employee has the option to augment or not
6 augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the
7 employee shall choose at the start of the leave whether the particular leave would be paid or unpaid;
8 but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve
9 of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick
10 leave may use accrued vacation leave before going on leave of absence without pay, if approved by
11 the Crisis and Commitment Coordinator.

12 **Section 7. Uses of Sick Leave:** Sick leave shall be used for the following reasons:

13 7.1 The employee's bona fide illness; but an employee who suffers an occupational
14 illness may not simultaneously collect sick leave and worker's compensation payments in a total
15 amount greater than the net regular pay of the employee;

16 7.2 The employee's incapacitating injury, but:

17 A. an employee injured on the job illness may not simultaneously collect sick
18 leave and worker's compensation payments in a total amount greater than the net regular pay of the
19 employee; though an employee who chooses not to augment his or her worker's compensation time
20 loss pay through the use of sick leave shall be deemed on unpaid leave status;

21 B. An employee who chooses to augment workers compensation payments
22 with the use of accrued sick leave shall notify the workers compensation office in writing at the
23 beginning of the leave;

24 C. An employee may not collect sick leave and workers compensation for
25 physical incapacity due to any injury or occupational illness which is directly traceable to
26 employment other than with the County.

27 7.3 The employees' exposure to contagious diseases and resulting quarantine.
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1 7.4 A female employee's temporary disability caused by or contributed to by
2 pregnancy and childbirth.

3 7.5 Employee keeping medical, dental, or optical appointments, provided that
4 employees shall make a reasonable effort to schedule appointments on their time off in order to
5 minimize the impact on Department operations.

6 7.6 To care for the employee's child if the child has an illness or health condition
7 which requires treatment or supervision from the employee;

8 7.7 To care for other family members, if:

9 a. the employee has been employed by the county for twelve months or more
10 and has worked a minimum of one thousand forty hours in the preceding twelve months

11 b. the family member is the employee's spouse or domestic partner, the
12 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
13 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
14 employee, the employee's spouse or domestic partner; and

15 c. the reason for the leave is one of the following:

16 (1) the birth of a son or daughter and care of the newborn child, or
17 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
18 within twelve months of the birth, adoption or placement;

19 (2) the care of the employee's child or child of the employee's spouse
20 or domestic partner whose illness or health condition requires treatment or supervision by the
21 employee; or

22 (3) Care of a family member who suffers from a serious health
23 condition.

24 **Section 7.7.1 New Employees:** Regular, full-time employees in their first year of
25 employment shall be entitled to three scheduled shifts of family care sick leave per occurrence under
26 these and similar circumstances:

27 A) When the employee certifies that no other person is available and capable of
28 providing care of the ill or injured family member.

1 B) For accompanying or transporting immediate family members to medical or dental
2 appointments, providing the immediate family member is infirm, or cannot reasonably get to and
3 from the appointment without the employee's aid.

4 C) For an employee on the day his spouse/domestic partner gives birth to a child and
5 on the day she is released from the hospital.

6 D) For the hospitalization of a member of the immediate family on the day of an
7 operation or in the event of critical illness.

8 E) Each request for family care sick leave must be verified in writing. This
9 verification shall include the relationship of immediate family member and a statement of the need
10 for care or attendance.

11 F) Department management may require a physician's verification of any employee's
12 need for care or attendance.

13 **Section 8. Family and Medical Leave:** An employee may take a total of up to eighteen
14 weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in
15 sections 7.5 and 7.6 combined, within a twelve month period. The leave may be continuous, which is
16 consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.
17 Intermittent leave is subject to the following conditions:

18 **8.1** When leave is taken after the birth or placement of a child for adoption or
19 foster care, an employee may take leave intermittently or on a reduced leave schedule only if
20 authorized by the Crisis and Commitment Coordinator.

21 **8.2** An employee make take leave intermittently or on a reduced schedule when
22 medically necessary due to a serious health condition of the employee or family member of the
23 employee; and

24 **8.3** If an employee requests intermittent leave or leave on a reduced leave schedule,
25 under Section 8.2 above, that is foreseeable based on planned medical treatment, the appointing
26 authority may require the employee to transfer temporarily to an available alternative position for
27 which the employee is qualified and that has equivalent pay and benefits and that better
28 accommodates recurring periods of leave than the regular position of the employee.

1 **Section 8.4 Use of donated leave:** Use of donated leave shall run concurrently with the
2 eighteen work week family medical leave entitlement.

3 **Section 8.5** The county shall continue its contribution toward health care during any
4 unpaid leave taken under section 8.

5 **Section 9.** Department management is responsible for the proper administration of the sick
6 leave benefit. Verification from a licensed health care provider may be required to substantiate the
7 health condition of the employee or family member for leave requests.

8 **Section 10.** An employee who returns from unpaid family or medical leave within the time
9 provided in this Article is entitled, subject to bona fide layoff provisions, to:

10 10.1 the same position he or she held when the leave commenced ;or

11 10.2 a position with equivalent status, benefits, pay and other terms and conditions of
12 employment; and

13 10.3 The same seniority accrued before the date on which the leave commenced.

14 **Section 11.** Failure to return to work by the expiration date of the leave of absence may be
15 cause for removal and result in termination of the employee from county service.

16 **Section 12. Bereavement Leave**

17 (a) Regular, full-time employees shall be entitled to three scheduled shifts of
18 bereavement leave per year due to death of members of their immediate family.

19 (b) Regular, full-time employees who have exhausted their bereavement leave shall
20 be entitled to use sick leave in the amount of three scheduled shifts for each additional death of a
21 member of the employee's immediate family.

ARTICLE 14: HOLIDAYS

Section 1. All regular employees shall be granted the holidays provided in RCW 1.16.050 which currently lists the following holidays with pay:

| | |
|------------------------------------|--|
| New Year's Day | January 1st |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th (or County observed Holiday) |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | |
| Christmas Day | December 25th |

and any designated by public proclamation of the chief executive of the state as a legal holiday.

Holidays shall commence at 12:01 a.m. and end at midnight. In addition, each employee shall receive two (2) additional personal holidays. These days shall be administered through the vacation plan. One day (7.5 hours) shall accrue to all employees in a pay status as of the first of October and the second day (7.5 hours) shall accrue to all employees in a pay status as of the first of November of each year. Employees will be able to use these days in the same manner as they use vacation days earned.

Section 2. For work performed on the following holidays, Presidents Day, Veterans Day and the day after Thanksgiving, employees shall receive personal leave time on an hour-for-hour basis for all time worked in addition to the regular holiday pay. For work performed on the following holidays, Thanksgiving, and Christmas, employees shall receive personal leave time on a 2 hour-for-one hour basis for all time worked in addition to the regular holiday pay. For work performed on the following holidays, New Years Day, Martin Luther King Day, Memorial Day, July 4th, and Labor Day, employees shall receive personal leave time on a 1 1/2 hour-for-one hour basis for all time

1 worked in addition to the regular holiday pay, provided however, holidays which fall on the
2 employee's day off will result in said employee earning 7.5 hours of personal leave time off. An
3 employee must be in a pay status on the employee's scheduled working day prior to and the
4 employees' scheduled working day after the holidays set forth above in order to receive holiday pay.
5 Employees who are sick or on vacation, who do not work as scheduled on the holiday, shall take
6 personal leave time, sick leave, or vacation as appropriate for the difference between the scheduled
7 hours of work and the 7.5 earned holiday hours.

8 **Section 3.** In the event there is a requirement to increase staffing on the recognized holidays,
9 employees will participate in developing changes to the master work schedule as provided in
10 Section 1 of Article 11.

11 **Section 4.** Procedures for determining holiday coverage will be developed by a joint
12 labor-management committee.

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1 ARTICLE 15: EMPLOYEE RIGHTS

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency or present a conflict of interest.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 career service employee, such disciplinary action shall be for just cause, shall be in compliance with
7 county policy and the employee shall be apprised of his/her rights of appeal and representation as
8 provided for in the Grievance Procedure of this Agreement.

9 **Section 3.** The employee and/or representative may examine the employee's personnel file(s)
10 if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job
11 performance or personal character shall be brought to his or her attention. The employee may
12 challenge the propriety of including it in the file(s). The employee shall have the right to insert
13 documentation into the file(s), providing such documentation is relevant to the challenge.

14 Unauthorized persons shall not have access to employee files or other personal data relating to their
15 employment.

16 **Section 4.** No employee shall be required to use equipment which is not in a safe condition.
17 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
18 immediate supervisor in writing. Employees will not be disciplined for reporting unsafe equipment
19 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
20 the employer determines the equipment to be unsafe. At such time as the employer determines the
21 equipment to be safe, the employee will be advised in writing.

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1 **ARTICLE 16: MISCELLANEOUS**

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action. Employees
4 required to attend mandatory staff meetings on their day off will be reimbursed for mileage and
5 parking.

6 **Section 2.** The Union and the County recognize that the nature of the services offered by the
7 County necessitates the use of temporary employees (commonly referred to as extra-help employees).
8 These employees are part of the bargaining unit and subject to the terms of the Agreement.
9 Temporary employees are not eligible for vacation, sick leave, holiday, medical, dental or other
10 insurance benefits. However term-limited temporary employees are eligible for all benefits contained
11 in this agreement. The County agrees that these employees are supplementary to the regular work
12 force and shall not be used to displace regular employees or undermine the integrity of the bargaining
13 unit.

14 **Section 3.** The County may provide employees release time to attend training programs that
15 will be beneficial to their job performance. Notice of all such training opportunities which
16 management deems appropriate will be made available to all employees in writing. If the County
17 requires attendance at such training programs, the County will pay the expenses incurred.

18 **Section 4.** Changes in written procedural guidelines or other work rules or regulations will be
19 implemented only upon written notification of revisions. No employee shall be held responsible for
20 violation of a written instruction, regulation, rule or guideline provided oral instructions to do so were
21 received from supervisory personnel.

22 **Section 5.** Matters of common concern to the parties will be the subject of Meet and Confer
23 discussion upon request of either the Crisis and Commitment Coordinator or Union Representative.
24 Such meeting will be scheduled at the mutual convenience of both parties.

25 **Section 6.** Promotions shall be made in accordance with the King County Administrative
26 Guidelines for Career Service. Any employee who is promoted within the Division and does not
27 successfully complete the probationary period for the position to which promoted, shall have
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1 bumping rights back to his/her former position; this includes employees promoted out of the
2 bargaining unit.

3 **Section 7. Job Sharing:** The parties agree to continue discussions regarding a job sharing
4 policy.

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1 ARTICLE 17: WAGE RATES

2 **Section 1.** Wage rates effective 7-1-99: Pay Range 54.

3 (See attached Addendum A)

4 **Section 2.** Effective January 1, 2000 salaries in effect on December 31, 1999 shall be
5 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,
6 September 1998-September 1999 base year; provided, however, that the amount produced by
7 application of the foregoing shall not be less than 2% and not greater than 6%.

8 Effective January 1, 2000, Pay Range shall be 55

9 **Section 3.** Effective January 1, 2001 salaries in effect on December 31, 2000 shall be
10 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,
11 September 1999-September 2000 base year; provided, however, that the amount produced by
12 application of the foregoing shall not be less than 2% and not greater than 6%.

13 Effective January 1, 2001, Pay Range shall be 56

14 **Section 4.** Effective January 1, 2002, salaries in effect on December 31, 2001 shall be
15 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,
16 September 2000-September 2001 base year; provided, however, that the amount produced by
17 application of the foregoing shall not be less than 2% and not greater than 6%.

18 Effective January 1, 2002, Pay Range shall be 57

19 **Section 5.** New employees shall be hired at Step 1 of their respective pay range and advanced
20 to Step 2 after the successful completion of a six (6) month probation period. Advancement to Step 2
21 may be denied upon serving written notice to the employee specifying the reason thereof. Employees
22 on Step 2 through Step 10 will receive a one step increase effective January 1 of each year.

23 **Section 6.** Temporary employees including term limited temporaries will be paid per the
24 following schedule and increases in succeeding years per sections 2 and 3 of this Article:

| | | |
|----|--|----------------|
| 25 | 0 - 320 hours worked | 90% of Step 1 |
| 26 | 321 - 640 hours worked | 100% of Step 1 |
| 27 | 641 + hours worked or previous employment as a King County Designated Mental Health Professional. | 110% of Step 1 |

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1 **Section 7. Term Limited Temporary employees:** The County may employ term limited
2 temporary employees as defined in County Ordinance.

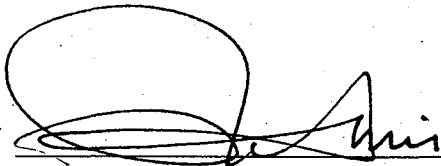
3 **Section 8. Bi-weekly Pay:** The parties agree the county may change from paying a salary on
4 a bi-monthly basis to paying a salary on a bi-weekly basis.


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1 ARTICLE 18: DURATION

2 This Agreement shall become effective July 1, 1999 and shall continue in effect through and
3 including June 30, 2002 . Written notice of desire to modify this agreement shall be served by either
4 party upon the other at least sixty (60) days prior to the date of expiration, namely April 30, 2002.

5
6 APPROVED this 8 day of July, 1999

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10 By  _____
11 King County Executive

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14
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16  _____

17
18 Service Employees International Union, Local 6

ADDENDUM A

KING COUNTY DIVISION OF MENTAL HEALTH

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

WAGE RATES 7/1/99:

| Range 54 | | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Monthly | 3,539.98 | 3,712.38 | 3,802.96 | 3,895.82 | 3,990.96 | 4,088.46 | 4,188.36 | 4,290.86 | 4,395.90 | 4,503.46 |

WAGE RATES 1/1/2000 (Table reflects 1999 Rates):

| Range 55 | | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Monthly | 3,626.20 | 3,802.96 | 3,895.82 | 3,990.96 | 4,088.46 | 4,188.36 | 4,290.86 | 4,395.90 | 4,503.46 | 4,613.80 |

WAGE RATES 1/1/2001 (Table reflects 1999 Rates):

| Range 56 | | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Monthly | 3,714.56 | 3,895.82 | 3,990.96 | 4,088.46 | 4,188.36 | 4,290.86 | 4,395.90 | 4,503.46 | 4,613.80 | 4,726.88 |

WAGE RATES 1/1/2002 (Table reflects 1999 Rates):

| Range 57 | | | | | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Monthly | 3,805.18 | 3,990.96 | 4,088.46 | 4,188.36 | 4,290.86 | 4,395.90 | 4,503.46 | 4,613.80 | 4,726.88 | 4,842.84 |

07/07/99

Maggi Fimia
Greg Nickels
Larry Phillips
Kent Pullen

Introduced By:

19000199

Clerk 07/08/99

Proposed No.:

1999-0373

ORDINANCE NO. 13589

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AN ORDINANCE approving and adopting the collective bargaining agreement and one memorandum of understanding negotiated by and between King County and Service Employees International Union, Public Safety Employees, Local 519 (Non-Commissioned) representing employees in the Departments of adult detention, community and human services, public health and King County sheriff's office; and establishing the effective date of said agreement.

10

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11

SECTION 1. The collective bargaining agreement and one memorandum of

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understanding negotiated between King County and the Service Employees International

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Union, Public Safety Employees, Local 519 (Non-Commissioned), representing employees

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in the departments of adult detention, community and human services, public health and

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King County Sheriff's Office and attached hereto is hereby approved and adopted by this

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reference made a part hereof.

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

3 INTRODUCED AND READ for the first time this 12th day of July, 1999.

4 PASSED by a vote of 10 to 0 this 19th day of July, 1999.

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

7 *Ruise Miller*
8 Chair

9 ATTEST:

10 *J. Jensen*
11 Clerk of the Council

12 APPROVED this 22 day of July, 19 99
13 *Dale Armi*
14 King County Executive

15 Attachments: Service Employees International Union Public Safety Employees – Local
16 519 Non-Commissioned Employees at the King County Department of
17 Public Health (and North Rehabilitation Facility), Department of Adult
18 Detention, Department of Community and Human Services and the Sheriff's
19 Office (including Attachment dated 7/12/99)