

December 14, 1992  
92-829S.ORD CM:ji

Introduced by: Cynthia Sullivan

Proposed No.: 92-829

**10674**

ORDINANCE NO. \_\_\_\_\_

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AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Public Safety Employees, Local 519, representing employees in the Departments of Adult Detention, Public Safety, and the Division of Alcoholism and Substance Abuse Services; establishing the effective date of said agreement; and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated between King County and Public Safety Employees, Local 519, representing employees in the departments of adult detention, public safety, and the division of alcoholism and substance abuse services and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1992 through and including December 31, 1994.

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SECTION 3. The county council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

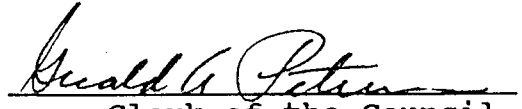
INTRODUCED AND READ for the first time this 9<sup>th</sup> day of November, 1992

PASSED this 14<sup>th</sup> day of December, 1992

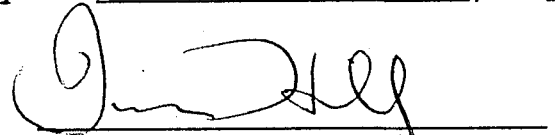
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
VICE Chair

ATTEST:

  
Clerk of the Council

APPROVED this 15<sup>TH</sup> day of December, 1992

  
King County Executive

Ordinance/Motion No. \_\_\_\_\_

Title: Collective Bargaining Agreement - Public Safety Employees, Local 519 Non-Commissioned

Affected Agency and/or Agencies: Department of Adult Detention, Public Safety,  
Public Health Alcoholism Division.

Term of Agreement: 1/1/92 - 12/31/94

Note Prepared by: Nancy M. Buonanno, Labor Relations Specialist *Nancy Buonanno 10/19/92*

Note Reviewed by: Craig Soper, Budget Supervisor *Craig Soper 10/19/92*

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Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund Title	Code	Revenue Source	1st Year	2nd Year	3rd Year	4th Year
Total						

Expenditures from:

			1992	1993	1994
Fund Title	Code	Department	1st Year	2nd Year	3rd Year
CX	0010	Adult Detention	33,015	123,797	221,012
		Public Safety	341,860	794,273	1,338,019
AFIS	1220	Public Safety	40,039	169,309	319,530
Criminal Justice	1020	Public Safety	18,382	52,870	93,406
Alcohol	1260	DASAS	78,373	182,001	301,272
<b>TOTAL</b>			<b>511,669</b>	<b>1,322,252</b>	<b>2,273,240</b>

Expenditure by Categories:

	1992	1993	1994
Salaries & Benefits	511,669	1,322,252	2,273,240
Supplies & Services			
Capital Outlay			
Other			
<b>TOTAL</b>	<b>511,669</b>	<b>1,322,252</b>	<b>2,273,240</b>

Ordinance/Motion Title: Collective Bargaining Agreement, Public Safety Employees, Local 519

Affected Agency/Agencies: Department of Adult Detention, Public Safety,  
Public Health Alcoholism Division

**REVENUE IMPACT:**

Was revenue estimate included in current years budget? N/A

Assumptions used in estimate revenue impact include:

**Expenditure Impact:**

Was expenditure anticipated in current years budget? Yes

Assumptions used in estimating expenditure include:

1. PERS = 7.94%
2. FICA = 7.65%
3. Cost increases are based on levels above 1991 base and on budgeted positions.
4. Wage increases:
  - January 1, 1992 = 2.79% for all employees excluding communications specialist and communication specialist supervisor who receive 6%.
  - January 1, 1993 = 3.00% estimate COLA\* \*90% of the CPI-W All Cities
  - January 1, 1994 = 4.00% estimate COLA\* Minimum 2% Maximum 6%
5. Cost of converting general clerical classes to 10 step salary range:
 

1/1/92 =	\$78,426
1/1/93 =	80,779
1/1/94 =	<u>84,010</u>
Total	\$243,215
6. Cost of converting unit from 7 hour work day to 7.5 hour work day effective 1/1/93 = 7.01% increase.
 

General Clerical	\$205,652
Public Safety Misc. Classes	145,269
DAD Misc. Classes	<u>21,317</u>
Total	\$372,238
7. Cost of converting unit from 7.5 hour work day to 8 hour work day effective 1/1/94 = 7.01% increase, excluding jail receptionists who will remain at 7.5 hour work day.
 

General Clerical	\$211,904
Public Safety Misc. Classes	302,160
DAD Misc. Classes	<u>43,913</u>
Total	\$557,977
8. Cost of increase in shift differential for communication specialist - dispatcher:
 

1/1/92 from 0.20¢ per hour to 0.30¢ per hour	\$10,403
1/1/93 from 0.30¢ per hour to 0.40¢ per hour	20,806
1/1/94 from 0.40¢ per hour to 0.45¢ per hour	<u>26,008</u>
	\$57,217
9. FTE for fund 0010
 

222.5	
fund 1260	85
fund 1220	38
fund 1020	<u>4</u>
	349.5

**PUBLIC SAFETY EMPLOYEES - LOCAL 519  
NON-COMMISSIONED, CEDAR HILLS, NORTH REHABILITATION  
FACILITY, AND  
THE DEPARTMENT OF ADULT DETENTION**

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1 PUBLIC SAFETY EMPLOYEES - LOCAL 519  
2 NON-COMMISSIONED, CEDAR HILLS, NORTH REHABILITATION FACILITY,  
3 AND  
4 THE DEPARTMENT OF ADULT DETENTION

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

9 **ARTICLE 1: PURPOSE**

10 The intent and purpose of this Agreement is to promote the continued improvement of  
11 the relationship between King County and its employees by providing a uniform basis for  
12 implementing the right of public employees to join organizations of their own choosing, and to  
13 be represented by such organizations in matters concerning their employment relations with  
14 King County and to set forth the wages, hours and other working conditions of such employees  
15 in appropriate bargaining units provided the County has authority to act on such matters and  
16 further provided the matter has not been delegated to any civil service commission or personnel  
17 board similar in scope, structure and authority as defined in RCW 41.56.  
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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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

4 Section 2. **Union Security**: It shall be a condition of employment that all regular full-  
5 time and regular part-time employees who are members of the Union on the effective date of this  
6 Agreement, shall remain members in good standing.

7 It shall be a condition of employment that regular full-time and regular part-time  
8 employees covered by this Agreement and hired on or after its effective date shall, on the  
9 thirtieth day following such employment, become and remain members in good standing in the  
10 Union.

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

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

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

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

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

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



1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 It is recognized that the Employer retains the right to manage the affairs of the County  
3 and to direct the work force. Such functions of the Employer include, but are not limited to:  
4 determine the mission, budget, organization, number of employees, and internal security  
5 practices of the Department; recruit, examine, evaluate, promote, train, transfer employees of its  
6 choosing, and determine the time and methods of such action, discipline, suspend, demote, or  
7 dismiss employees for just cause; assign and direct the work force; develop and modify class  
8 specifications; determine the method, materials, and tools to accomplish the work: designate  
9 duty stations and assign employees to those duty stations; establish reasonable work rules;  
10 assign the hours of work and take whatever actions may be necessary to carry out the  
11 Department's mission in case of emergency. **When a transfer is used as a disciplinary  
12 sanction, it shall be subject to the grievance procedure and just cause provisions of Article  
13 12.**

14 In prescribing policies and procedures relating to personnel and practices, and to the  
15 conditions of employment, the Employer will comply with state law to negotiate or meet and  
16 confer, as appropriate. However, the parties agree that the Employer retains the right to  
17 implement any changes to policies or practices, after discussion with the Union, that do not  
18 require statutory resolution or modification to the collective bargaining agreement.

19 All of the functions, rights, powers, and authority of the Employer not specifically  
20 abridged, deleted, or modified by this Agreement are recognized by the Union as being retained  
21 by the Employer.  
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1 **ARTICLE 4: HOLIDAYS**

2 The County shall continue to observe the following paid holidays:

3 COMMONLY CALLED:

4 New Year's Day	1st day of January
5 Martin Luther King, Jr.'s Birthday	Third Monday in January
6 Presidents' Day	Third Monday of February
7 Memorial Day	Last Monday in May
8 Independence Day	4th day of July
9 Labor Day	1st Monday of September
10 Veteran's Day	11th day of November
11 Thanksgiving Day	Fourth Thursday in November
12 Friday following Thanksgiving Day	
13 Christmas Day	25th day of December

14 Section 1. **Date of Observance:** All holidays shall be observed in accordance with  
 15 RCW 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour  
 16 seven day per week operation shall observe the following four (4) holidays on the specific dates  
 17 listed below. Examples of the twenty-four operation are: AFIS, Communications Center, NRF  
 18 Special Detention Attendants and Special Detention Supervisors, and Jail Receptionists. For  
 19 these specific named holidays, overtime will be paid only on the dates listed below:

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

25 Section 2. **Overtime Payment.** All employees shall take holidays on the day of  
 26 observance unless their work schedule requires otherwise for continuity of services, in which  
 27 event, they shall be paid at one and one half (1-1/2) times the regular rate for any shift that  
 28 begins on a holiday, in addition to the regular holiday pay.

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

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

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

1 **ARTICLE 5: VACATIONS**

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

4 Years of 5 Continuous 6 Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
7 Upon completion 8 of one (1) year 9 of service		(80 hrs.) 10 days	
10 More than one 11 (1) but less 12 than three (3) 13 years of con- 14 tinuous service	(6.66 hrs.) .833 days	(80 hrs.) 10 days	(160 hrs.) 20 days
15 Less than twelve 16 (12) years of 17 continuous 18 service. More 19 than (3) years 20 of continuous 21 service	(10 hrs.) 1.25 days	(120 hrs.) 15 days	(240 hrs.) 30 days
22 Twelve (12) years 23 or more of con- 24 tinuous service 25 and over	(13.33 hrs.) 1.66 days	(160 hrs.) 20 days	(320 hrs.) 40 days

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**Section 1a. Accrual - 35 Hour Employees:** Regular full-time employees working 35

hours per week, shall receive vacation benefits as indicated in the following table:

Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
Upon completion of one (1) year of service		(70 hrs.) 10 days	
More than one (1) but less than three (3) years of con- tinuous service	(5.83 hrs.) .833 days	(70 hrs.) 10 days	(140 hrs.) 20 days
More than three (3) but less than twelve (12) years of continuous service.	(8.75 hrs.) 1.25 days	(105 hrs.) 15 days	(210 hrs.) 30 days
Twelve (12) years or more of con- tinuous service	(11.66 hrs.) 1.66 days	(140 hrs.) 20 days	(280 hrs.) 40 days

**Section 1b. Accrual - 37.5 Hour Employees:** Regular full-time employees working

37.5 hours per week, shall receive vacation benefits as indicated in the following table:

Upon completion of one (1) year of service		(75 hrs.) 10 days	
More than one (1) but less than three (3) years of con- tinuous service	(6.25 hrs.) .833 days	(75 hrs.) 10 days	(150 hrs.) 20 days

1	More than three			
2	(3) but less than			
3	twelve (12)	(9.375 hrs.)	(112.5 hrs.)	(225 hrs.)
4	years of	1.25 days	15 days	30 days
5	continuous service.			
6	Twelve (12) years			
7	or more of con-	(12.50 hrs.)	(150 hrs.)	(300 hrs.)
8	tinuous service	1.66 days	20 days	40 days

9 Section 2. **Monthly Accrual:** Employees with one or more continuous years of service shall accrue vacation benefits monthly. Effective January 1, 1994, employees shall be charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

10 (a) **Time Off - Vacation, Holidays, and Sick Leave:** During 1992 and 1993, employees in this bargaining unit shall continue to accrue vacation and sick leave as they have previously accrued it; that is on an eight hour basis. They shall also continue to take vacation days and sick days in daily increments of eight hours. On January 1, 1994, employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they actually work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

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

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

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

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

1           Section 6. **Maximum Payment Upon Termination**: Upon termination for any reason,  
2 the employee will be paid for unused vacation credits up to a maximum allowable accumulated  
3 vacation, provided that PERS I employees shall not receive payment for more than 240 hours at  
4 retirement. Accrued amounts in excess of 240 hours must be used prior to the date of retirement  
5 or be lost. Vacation payoff shall be calculated by utilizing the employee's base wages as set  
6 forth in Addendum "A" and shall also include longevity incentive pay. The hourly rate shall be  
7 determined by dividing the annual rate of pay by the number of work hours in that year. For  
8 example, there are 2088 hours of work in 1986 for those on a 40 hour per week schedule.

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

11           Section 8. **Loss of Monthly Accrual**: No employee shall earn a month's vacation credit  
12 during a month when the employee is absent without pay more than three (3) working days,  
13 provided, however, that discipline resulting in suspension not exceeding ten (10) working days  
14 shall not serve to reduce vacation credit. An employee shall not be granted vacation benefits if  
15 not previously accrued.

16           Section 9. **Payment Upon Death of Employee**: In cases of separation by death,  
17 payment of unused vacation benefits shall be made to the employee's estate, or, in applicable  
18 cases, as provided by RCW, Title II.

19           Section 10. **Excess Vacation**: All employees may continue to accrue additional  
20 vacation beyond the maximum specified herein if, as a result of cyclical workloads or work  
21 assignments, accrued vacation will be lost. Employees who leave King County employment for  
22 any reason will be paid for their unused vacation up to the maximum specified herein.  
23 Employees shall forfeit the excess accrual prior to December 31st of each year.

24           Section 11. **Vacation Preference**: In accordance with past practice, vacation shall be  
25 granted on a seniority basis within each shift, squad, or unit and shall be taken at the request of  
26 the employee with the approval of the Division Commander, or for Cedar Hills/E.C.U. or N.R.F.  
27 employees, the appropriate facility administrator, or for D.A.D. employees the director or his  
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1 designee. Employees who are transferred involuntarily, and who have already had their vacation  
2 request approved as specified above, will be allowed to retain that vacation period regardless of  
3 their seniority within the new shift, squad, or unit to which they are transferred.

4       Section 12. **Shift Assignments - Communications Center**: Communications  
5 Specialists shall be allowed to submit shift and furlough preference forms prior to shift  
6 change(s). Shift assignments may be made with consideration given to employee seniority and  
7 preference with the Department's staffing and training requirements given first priority.  
8 Decisions concerning shift assignments pursuant to this section shall not be a subject for the  
9 grievance procedure.

10       Section 13. **Vacation Transfer**. A higher-paid employee (including premium pay) may  
11 transfer a portion of his/her accrued vacation to a non-probationary employee of equal or lesser  
12 pay upon written request, including an absence request, to his/her supervisor. Such transfer shall  
13 be in eight (8) , seven and one-half (7.5) or seven (7) hour increments whichever is applicable  
14 and shall not exceed the transferring employee's accrued vacation on the books as of the date of  
15 the request, nor shall it exceed the maximum vacation accrual allowed the employee receiving  
16 the transfer. The amount transferred must be used within ninety (90) calendar days following  
17 the date of transfer, provided that vacation transferred is excluded from vacation payoff  
18 provisions of this Agreement.



1 **ARTICLE 6: SICK LEAVE**

2 Section 1. **Accrual**: Every regular full-time and part-time employee shall accrue sick  
3 leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours  
4 of the employee's position; except that sick leave shall not begin to accrue until the first of the  
5 month following the month in which the employee commenced employment. The employee is  
6 not entitled to sick leave if not previously earned.

7 As an example of the above formula, an employee whose annual work schedule is 2080  
8 hours shall accrue sick leave monthly at a rate of .00384615 times 2080, or 8 hours per month.

9 Section 2. **Loss of Accrual**: No employee shall earn sick leave credit during a month  
10 when the employee is absent without pay more than three (3) working days, provided, however,  
11 that discipline resulting in suspension not exceeding ten (10) working days shall not serve to  
12 reduce sick leave credit.

13 Section 3. **Sick Leave Extension**: After the first six months of full-time service, a  
14 regular employee may, at the division manager's discretion, be permitted to use up to five days  
15 of vacation as an essential extension of used sick leave. If an employee does not work a full  
16 twelve months, any vacation credit used for sick leave must be reimbursed to the County upon  
17 termination.

18 Section 4. **Increments**: Sick leave may be used in one-half hour increments at the  
19 discretion of the division manager or department director.

20 Section 5. **No Sick Leave Limit**: There shall be no limit to the hours of sick leave  
21 benefits accrued by an employee.

22 Section 6. **Verification of Illness**: Department management is responsible for the  
23 proper administration of the sick leave benefit. Verification of illness from a licensed physician  
24 may be required for any requested sick leave absence.

25 Section 7. **Separation from Employment**: Separation from County employment except  
26 by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel  
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1 all sick leave currently accrued to the employee. Should the employee resign in good standing  
2 or be laid off and return to the County within two years, accrued sick leave shall be restored.

3 Section 8. **Pregnancy Disability**: Accrued sick leave may be used for absence due to  
4 temporary disability caused by pregnancy.

5 Section 9. **Other Than County Employment**: Sick leave because of an employee's  
6 physical incapacity shall not be approved where the injury is directly traceable to employment  
7 other than with the County.

8 Section 10. **Sick Leave Cashout**: King County will reimburse those employees who  
9 have at least five (5) years service and retire as a result of length of service or who terminate by  
10 death, twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty  
11 (30) days. All payments shall be made in cash, based on the employee's base rate, and there  
12 shall be no deferred sick leave reimbursement.

13 Section 11. **Maximum Compensation**: Employees injured on the job may not  
14 simultaneously collect sick leave and workers' compensation payments in a total amount greater  
15 than the net regular pay of the employee. Provided that employees who qualify for workers'  
16 compensation may receive payments equal to net regular pay.

17 Section 12. **Uses of Sick Leave**: Employees are eligible for payment on account of  
18 illness for the following reasons:

- 19 (1) Employee illness;
- 20 (2) Noncompensable injury of an employee (e.g., those injuries generally not eligible  
21 for worker's compensation payments);
- 22 (3) Employee disability due to pregnancy or childbirth;
- 23 (4) Employee exposure to contagious diseases and resulting quarantine;
- 24 (5) Employee keeping medical, dental, or optical appointments.

25 Section 13. **Family Care and Bereavement Leave**:

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

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

4 c. Three (3) sick leave days of absence (24 hours) from the job may be granted per  
5 occurrence to an employee due to a requirement to care for immediate family members who are  
6 seriously ill. No more than six (6) days of sick leave may be used for this purpose per calendar  
7 year. written verification for family care sick leave may be requested by management. If  
8 requested, this verification will include: 1) nature and severity of illness or injury; 2) relationship  
9 of immediate family member; and 3) a statement indicating that no other person is available  
10 and/or capable of providing care for the ill or injured family member. In addition, family care  
11 sick leave shall be approved for accompanying or transporting immediate family members to  
12 and from a hospital or to medical or dental appointments, providing the immediate family  
13 member is a minor child, is infirm, or cannot reasonably get to and from the appointment  
14 without the employee's aid. Up to one day's absence may be authorized for a male employee to  
15 be at the hospital on the day of the birth of his child.

16 d. In cases of family care where no sick leave benefit is authorized or exists, the  
17 employee may be granted leave without pay.

18 e. In the application of any of the foregoing provisions, holidays or regular days off  
19 falling within the prescribed period of absence shall not be charged against accrued sick leave.

20 Section 14. **Sick Leave Incentive**: In January of each calendar year, employee sick  
21 leave usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less  
22 hours of sick leave during the entire preceding calendar year shall be rewarded by having sixteen  
23 (16) additional hours credited to their vacation account. Employees who have used more than  
24 sixteen (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours  
25 credited to their vacation account. The additional vacation credits specified herein shall not  
26 affect sick leave amounts.

1 **ARTICLE 7: WAGE RATES**

2 Section 1. **Rates of Pay:** Wage rates for 1992 shall be as listed in Addendum A. Wage  
3 rates for regular part-time employees shall be prorated based upon the ratio of hours actually  
4 worked to the standard 40-hour workweek.

5 Section 2. **Cost of Living Adjustments:**

6 (a) Effective January 1, 1993, wage rates in effect on December 31, 1992 for all  
7 classifications in the bargaining unit including Communications Specialists, Dispatchers and  
8 Communications Specialist Supervisors shall be increased by a percentage factor equal to 90%  
9 of the increase in the Consumer Price Index (CPI-W), U.S. All Cities Index, September 1991 -  
10 September 1992 base year; provided, however, that the amount produced by application of the  
11 foregoing shall not be less than 2.0% nor greater than 6%.

12 (b) Effective January 1, 1994, wage rates in effect on December 31, 1993 for all  
13 classifications in the bargaining unit including Communications Specialists, Dispatchers and  
14 Communications Specialist Supervisors shall be increased by a percentage factor equal to 90%  
15 of the increase in the Consumer Price Index (CPI-W), U.S. All Cities Index, September 1992 -  
16 September 1993 base year; provided, however, that the amount produced by application of the  
17 foregoing shall not be less than 2.0% nor greater than 6%.

18 Section 3 . **Conversion to Seven and One-Half or Eight Hour Work Day.**

19 (a) Effective January 1, 1993 - Move all classifications listed in Addendum C to a 7.5  
20 hour work day. The work day shall not include the unpaid lunch period, but the work day does  
21 include paid break periods. These employees shall receive a seven and one-tenth percent (7.1%)  
22 increase upon the commencement of the seven and one-half hour day (exclusive of lunch). The  
23 7.1% increase is granted in exchange for working an additional one-half hour. Jail Receptionists  
24 shall work 7.5 hours within an eight hour day with a one-half hour unpaid lunch; they shall  
25 receive the 7.1% increase effective January 1, 1993.

26 (b) Effective January 1, 1994 - Those classifications listed in Addendum C will be moved  
27 to an eight (8) hour day. These employees shall receive a seven and one-tenth percent a 7.1%  
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1 increase upon the commencement of the eight hour day (exclusive of lunch). The 7.1% increase  
2 is granted in exchange for working the additional one-half hour. Jail Receptionists shall  
3 continue to work 7.5 hours within an eight hour day with a one-half hour unpaid lunch and they  
4 shall not receive the 1994 increase of 7.1%.

5 (c) Those employees currently working a straight eight (8) hour day including lunch  
6 shall continue to work that work day. Included in this group of classifications are:  
7 Communications Specialists, Dispatchers, Communications Specialist Supervisors, Special  
8 Detention Supervisors, Special Detention Attendants, Alcohol Group Leader, Alcohol  
9 Maintenance Leader, Lead Alcohol Counselor, Chemical Dependency Counselor, Licensed  
10 Practical Nurse and other classifications which have been working the straight eight hour day.

11 (d) The conversion as referenced in "b" above shall not include longevity pay.  
12 Employees working in job classifications in the Department of Public Safety, which were  
13 receiving longevity pay prior to the date of ratification by the King County Council, shall  
14 continue to receive longevity pay, including future longevity step increases, provided that they  
15 have not reached the top longevity step of twelve years (\$82.25), so long as they continue to  
16 work in a job classification which was eligible for longevity pay. Those employees who were  
17 hired prior to the ratification of this agreement and who are working in job classifications in the  
18 Department of Public Safety which would have been eligible for longevity pay shall receive  
19 longevity pay at such time as they would have become eligible for such pay, so long as they  
20 remain in a job classification which was eligible for longevity under the previous collective  
21 bargaining agreement.

22 (e) Those eligible employees, as outlined above, shall earn longevity as follows:

23 During the 7th and 8th year of service - \$20.50 per month  
24 During the 9th and 10th year of service - \$41.25 per month  
25 During the 11th and 12th year of service - \$61.50 per month  
26 After 12 years of service - \$82.25 per month  
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1 (1) Longevity shall be paid beginning from the first of the month following the month  
2 the employee first qualifies for the program.

3 Section 4. **Shift Differentials**: Shift differentials for full-time employees in the listed  
4 classifications shall be as follows:

5 (a) **Application of Shift Differential**: Full-time employees in such classifications who  
6 have not less than four (4) hours of their regular work shift falling between the hours of 4:30  
7 p.m. and 7:30 a.m., shall receive compensation in addition to their regular rate of pay at the rate  
8 of \$.20 per hour for all scheduled hours worked during such shift; provided, that said additional  
9 compensation shall not apply to periods of paid absence such as holidays, vacation or sick leave,  
10 and overtime pay shall be computed from the regular rate of pay established for such positions  
11 and the additional compensation provided in this section shall not apply to periods of work for  
12 which overtime pay is being earned.

13 (b) **Communications Center - Shift Differential**: The foregoing (sub-paragraph (a)  
14 above) applies only to Department of Public Safety Communications Specialists and Department  
15 of Adult Detention employees working in classifications covered by Addendum A of this  
16 Agreement. Provided further that shift differential rate shall be increased for Call Receivers and  
17 Dispatchers employed in the Communications Center in the following manner:

18 Effective January 1, 1992 - \$.30 per hour

19 Effective January 1, 1993 - \$.40 per hour

20 Effective January 1, 1994 - \$.45 per hour

21 Section 5. **Communication Center Training Duty**: Employees in the Communications  
22 Center who are assigned in writing the responsibility of training and written evaluation of new  
23 employees shall be compensated in the following manner:

24 For each day a trainer is assigned an employee to train, the trainer will receive one (1)  
25 days training credit. After a total of twenty (20) days, (i.e., four weeks), training credit has been  
26 accrued, the trainer will have the option of receiving twenty (20) hours additional pay at the  
27 straight time rate or twelve (12) hours additional pay and one (1) additional vacation day. Each  
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1 additional block of twenty (20) days training credit will entitle the trainer to the aforementioned  
2 compensation option.

3 Section 6. **Reinstated Employees:**

4 (a) **Reinstatement Within One Year:** Employees who are reinstated pursuant to Civil  
5 Service Rules within one calendar year of the date they left County service shall, upon  
6 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful  
7 completion of six (6) months actual service after reinstatement, they shall be compensated at the  
8 equivalent of the same salary step that they were on when they left service plus any step  
9 advancement due for the addition of the current service.

10 (b) **Reinstatement Within Two Years:** Employees who are reinstated pursuant to Civil  
11 Service Rules within two (2) calendar years but after one (1) calendar year shall, upon  
12 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful  
13 completion of twelve (12) months actual service after reinstatement, they shall be compensated  
14 at the equivalent of the same salary step that they were on when they left service plus any step  
15 advancement due for the addition of the current service.

16 (c) In order to receive credit for prior service under this Section, employees must receive  
17 an overall rating of "Meets Standards" or better on all performance evaluations during the six (6)  
18 month or one (1) year period respectively.

19 Section 7. **Call Receivers - Lump Sum Payments:** Effective January 1, 1989, Call  
20 Receivers receiving more than the top step of the call receiver pay range shall have their current  
21 wage rate frozen and in lieu of a cost of living increase, will receive a lump sum payment equal  
22 to the annual cost of living adjustment. One-half of the adjustment will be paid on July 5 and  
23 one-half will be paid on December 20 of each year. (The amount will be prorated based upon the  
24 actual hours worked if the employee does not work the entire time.)

25 (a) **Eligibility for Dispatcher Pay:** To be eligible for dispatcher pay rates, an employee  
26 must be performing dispatching work or be dispatcher qualified and assigned by the Department  
27 to non-dispatching duties. Employees who cannot dispatch due to medical disabilities may  
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remain on the dispatcher salary scale for up to 6 months from the date of their disability, at which time the employee's medical condition will be reevaluated and the prognosis for full recovery will determine whether the employee is placed on the Call Receiver salary scale based on his/her seniority or is allowed to remain on the Dispatcher salary scale. Provided, however, in no event will an employee who is unable to dispatch remain on the Dispatcher salary scale longer than 12 months.

Section 8. Special Detention Attendants - NRF (North Rehabilitation Facility) - The salary for employees in this classification will be included in Addendum "A". Regular full-time employees will continue to be covered by the 7-K exemption.



1 **ARTICLE 8: OVERTIME**

2 Section 1. **Daily and Weekly Overtime:**

3 (a) Except as otherwise provided in this article, employees on a five day schedule shall  
4 be paid at the rate of time and one-half for all hours worked in excess of eight (8) in one day,  
5 inclusive of lunch period, or forty (40) in one week, until January 1, 1993, when provisions of  
6 section 1(b) will apply.

7 (b) Effective January 1, 1993, overtime shall be payable after working 40 hours in a  
8 week. Until January 1, 1993, overtime shall be paid as it was under the prior labor agreement.

9 (c) Effective on the first pay date following the date the agreement is signed by the  
10 Executive, overtime shall be paid at one and one-half (1 1/2) times the employees' regular rate  
11 calculated using their actual hours worked. Example: Employee's salary is \$2000 per month  
12 and works a 35 hour work week. The employee's overtime rate is calculated by multiplying  
13 \$2000 by 12 (number of months in the year), and then dividing by 52 (number of weeks in a  
14 year). The resulting figure must be divided by the number of hours in a work week. ( $\$2000 * 12 / 52 / 35 = \$13.19$ .  $\$13.19 * 1.5 = \$19.78$  overtime rate.

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

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

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

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

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

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

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

23 Section 7. **Compensatory Time:** An employee may request compensatory time in lieu  
24 of overtime pay. Compensatory time shall be accrued on the basis of one and one-half times the  
25 hours worked. Provided however, employees who are on a seven hour work day schedule shall  
26 accrue the compensatory time on a straight time basis for the first hour beyond their normal shift  
27 and thereafter shall accrue compensatory time on a time and one-half basis. As an example, if  
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1 an employee whose normal work day is seven hours, works nine hours in a day, that employee  
2 shall accrue one hour of compensatory time for the eighth hour in the work day and one and one-  
3 half additional hours for the ninth hour for a total of two and one-half hours of compensatory  
4 time. No employee may accrue more than forty (40) hours of compensatory time at any given  
5 time. The ability to use compensatory time shall be subject to normal vacation scheduling; such  
6 usage shall not be unduly restricted. Employees must use all accrued compensatory time prior to  
7 termination. There shall be no cash out of compensatory time. The employer agrees to publish  
8 documentation requirements as part of its policy and procedures manual.

9 Section 8. **Voluntary Training:** Employees who request training on a voluntary basis  
10 will not be paid for study time associated with said training, nor will overtime compensation be  
11 paid for workdays that extend beyond the normal contractual workday if said workday is part of  
12 the normal training schedule, provided, however, employees who are required to attend by the  
13 Department will be paid overtime pursuant to the overtime provisions of this agreement  
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1 **ARTICLE 9: HOURS OF WORK**

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

4 Section 2. **Work Schedules:** The establishment of reasonable work schedules and  
5 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 prior notice of change is given, except in  
7 those circumstances over which the Department cannot exercise control. PROVIDED: the  
8 required two (2) calendar week (or ten (10) working days) notification period shall not  
9 commence until the employee has received verbal or written notification of the proposed change.

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

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

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

17 Section 5. **Workday - Department of Adult Detention (DAD):** The workday for  
18 employees in the DAD shall begin at 12 a.m. and continue for 24 hours.

19 **Workweek in DAD:** The workweek for employees in DAD shall begin at 12 a.m. on  
20 Sunday and continue to 11:59 p.m. on Saturday.

21 Section 6. **Job Sharing:** If two employees in the same job classification and work site  
22 wish to job share one full time position, they shall submit such a request in writing to their  
23 immediate supervisor. The immediate supervisor shall submit such request to the Precinct  
24 Commander, Division Chief, or Division Manager. The request shall be transmitted to the  
25 Department Director or Sheriff/Director. The Department Director or Sheriff shall have ninety  
26 (90) days from the date he/she receives the request to review the request and either approve or  
27 deny the request for job sharing. Employees who job share one full time position shall receive  
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1 pro-rata benefits except medical benefits shall be granted on the same basis as other half-time  
2 County employees. In the event that one of the job-sharing employees terminates his/her  
3 employment (voluntarily or involuntarily), the County shall have the following options:

- 4 (a) No change to the situation, allowing a half-time position to continue.
- 5 (b) Fill the vacant half-time position with temporary help.
- 6 (c) Expand the half-time position to a full-time position, if both parties mutually agree.

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**ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

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

1 **ARTICLE 11: MISCELLANEOUS**

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

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

8 Section 3. **Civil Service Hearings:** Employees who are directly involved with  
9 proceedings before the Civil Service Commission may be allowed to attend without loss of pay  
10 provided prior permission is granted by the Department Director or his/her designee.

11 Section 4. **Union Negotiating Committee:** No more than three employees may serve  
12 on the Union negotiating committee with pay during face-to-face negotiating meetings with the  
13 County. Time spent by more than three employees in face-to-face negotiations and all time  
14 spent by employees preparing for negotiations shall be unpaid.

15 **Negotiations/Business Leave Bank.** The Union will establish a business leave bank for  
16 Union activity. The bank hours shall be established through the deduction of vacation hours  
17 only (excluding probationary employees). Up to two (2) hours annually may be deducted from  
18 each employee's leave account to fund the leave bank. The Employer agrees to administer the  
19 leave bank account, provided the Union has the sole discretion to determine who may use the  
20 business leave bank and under what circumstances. The release of employees for Union  
21 business leave shall not be unreasonably withheld. The employee shall provide the Employer  
22 with a minimum of five (5) days of notice.

23 Section 5. **Access to Premises:** The Department administration shall afford Union  
24 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
25 management officials and/or aggrieved employees, provided that the Union representative and/or  
26 aggrieved employees contact their immediate supervisors, indicate the general nature of the  
27 business to be conducted, request necessary time without undue interference with assignment  
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1 duties. Time spent on such activities shall be recorded by the Union representative on a time  
2 sheet provided by the supervisor.

3 Union representatives shall guard against use of excessive time in handling such responsibilities.

4       Section 6. **Loss of Personal Effects:** Employees who suffer a loss or damage, in the  
5 line of duty, to personal property and/or clothing, will have same repaired or replaced at  
6 department expense, not to exceed \$150.00.

7       Section 7. **Work Out of Class:** Whenever an employee is assigned, in writing, by the  
8 division manager or his/her designee, to perform the duties of a higher classification for a period  
9 of three working days or more, that employee shall be paid at the first step of the higher class or  
10 a minimum of five percent (5%) , whichever is greater, over the salary received prior to the  
11 assignment, for all time spent while so assigned.

12       Section 8. **Lead Worker Pay:** Employees assigned, in writing, by the division manager  
13 or his/her designee to perform lead-worker duties, shall be compensated at a rate which is five  
14 percent (5%) greater than their regular rate for all time so assigned.

15       Section 9. **Salary on Promotions:** Any employee who is promoted to a higher  
16 classification shall receive the beginning step for the higher classification or the next higher  
17 salary step as would constitute a minimum of a five percent (5%) increase over the salary  
18 received prior to the promotion.

19       Section 10. **Mandatory Higher Education:** Employees who are required to obtain  
20 additional formal education beyond that initially required for employment shall be allowed time  
21 off from work with pay to attend classes/seminars with scheduling approval of same at the sole  
22 discretion of management.

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

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

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

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

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

11 Section 2. **Procedure.**

12 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved  
13 employee, or his/her representative if the employee wishes, on a Union grievance form within  
14 14 calendar days of the occurrence of such grievance, to the employee's immediate supervisor.  
15 In the case of D.A.S.A.S. employees, the employee shall present the grievance to the supervisor.  
16 If the grievance is not resolved with the supervisor, then the DASAS's employee's grievance  
17 shall be presented to the Administrator.

18 The grievance must:

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

22 The supervisor or administrator shall gain all relevant facts and shall attempt to adjust the  
23 matter and notify the employee within three working days. If a grievance is not pursued to the  
24 next level within three working days, it shall be presumed resolved.

25 **Step 2 - Division Manger:** If, after thorough discussion with the immediate supervisor  
26 or administrator, the grievance has not been satisfactorily resolved, the employee and his/her  
27 representative shall present the grievance to the appropriate manager for investigation,  
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1 discussion and written reply. The appropriate manager shall be defined as follows: Public  
2 Safety Department - Section Commander; Department of Adult Detention - Associate Director;  
3 D.A.S.A.S. - Division Manager. The manager shall make his/her written decision available to  
4 the aggrieved employee within ten working days. If the grievance is not pursued to the next  
5 higher level within five working days, it shall be presumed resolved.

6 **Step 3 - Department Director:** If, after thorough evaluation, the decision of the  
7 manager has not resolved the grievance to the satisfaction of the employee, the grievance may be  
8 presented to the department director. All letters, memoranda and other written materials  
9 previously submitted to lower levels of supervision shall be made available for the review and  
10 consideration of the department director. He/she may interview the employee and/or his/her  
11 representative and receive any additional related evidence which he/she may deem pertinent to  
12 the grievance. He/she shall make his/her written decision available within ten working days. If  
13 the grievance is not pursued to the next higher level within five working days, it shall be  
14 presumed resolved. In the event an employee receives a reprimand and the matter is not  
15 resolved at Step 3, the Union shall have the option of dropping the grievance, in which case it  
16 shall be deemed resolved, or they may proceed directly to arbitration. Grievances over  
17 reprimands will not be heard at step 4.

18 **Step 4 - Director of Human Resources:** If, after thorough evaluation, the decision of  
19 the department director has not resolved the grievance to the satisfaction of the employee, the  
20 grievance may be presented to a committee comprised of one representative from the Union, one  
21 representative from the Department, and the Personnel Manager or his/her designee, who shall  
22 also act as Chairman. The Union representative and/or the Department representative may be  
23 subject to challenge for cause.

24 This committee shall convene a hearing for the purpose of resolving the grievance. Both  
25 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings  
26 shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed  
27 to. The committee shall render a decision within ten (10) working days. The proceedings shall  
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1 be informal. Attorneys shall not be allowed to participate. Rules of evidence do not apply. The  
2 purpose shall be to determine the validity of the grievance and render a decision appropriate to  
3 that determination.

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

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

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

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

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

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

25       Section 6. **Multiple Procedures:** If employees have access to multiple procedures for  
26 adjudicating grievances, then selection by the employee of one procedure will preclude access to  
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1 other procedures; selection is to be made no later than at the conclusion of Step 2 of this  
2 grievance procedure.

3       Section 7. **Just Cause/Progressive Discipline.** No employee may be discharged,  
4 suspended without pay, or disciplined in any way except for just cause. In addition, the County  
5 will employ the concept of progressive discipline. In those instances where disciplinary action is  
6 based on reasonable evidence of the commission of a crime, or the proposed discipline involves  
7 suspension or termination of the employee, Step 4 of the Grievance Procedure will be initiated  
8 immediately, and the Director of Human Resources or his/her designee shall convene the  
9 appropriate committee within ten (10) working days of the date the employee is accused of the  
10 violation or is relieved of duty.

11       Section 8. **Probationary Period:** All newly hired and promoted employees must serve  
12 a probationary period as defined in RCW 41.14 and Civil Service Rules, the Administrative  
13 Guidelines for the Career Service, and the personnel rules covering the Seattle King County  
14 Health Department. As the above specify that the probationary period is an extension of the  
15 hiring process, the provisions of this Article will not apply to employees if they are discharged  
16 during their initial probationary period or are demoted during the promotional probationary  
17 period for not meeting the requirements of the classification. Grievances brought by  
18 probationary employees involving issues other than discharge or demotion may be processed in  
19 accordance with this Article.

20       Section 9. **Union Concurrence:** Inasmuch as this is an agreement between the County  
21 and the Union, no individual may, without Union concurrence, make use of the provisions of  
22 this Article.

1 ARTICLE 13: BULLETIN BOARDS

2       The employer agrees to permit the Union to post on County bulletin boards the  
3 announcement of meetings, election of officers, and any other Union material.  
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1 ARTICLE 14: NON-DISCRIMINATION

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

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1 **ARTICLE 15: SAVINGS CLAUSE**

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

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

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

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

17 Section 3. **Disciplinary Action:** Any employee who commits any act prohibited in this  
18 article will be subject to the following action or penalties:

- 19 1. Discharge.  
20 2. Suspension or other disciplinary action as may be applicable to such employee.
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1 **ARTICLE 17: WAIVER CLAUSE**

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

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

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

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

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

By and Between  
King County  
and  
Public Safety Employees, Local 519, SEIU, AFL-CIO

**RE: Scheduling of Shifts for Call Receivers and Dispatchers**

The parties acknowledge that call receivers and dispatchers would like to work a five-two - five- three (5-2/5-3) work schedule. It is also understood that current staffing levels will not allow for such a staffing pattern. In the event that sufficient staffing levels are obtained in 1993 or 1994, the Union and the Employer will sit down to work out the details of a trial period which would allow for a five-two - five-three work schedule or other work schedule acceptable to both parties. Prior to the implementation of such trial work schedule the parties shall agree on all rules which are applicable to such a schedule. Such rules shall include but are not limited to:

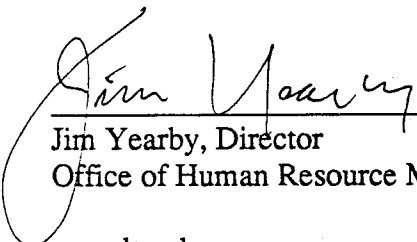
- (1) Overtime provisions.
- (2) Holiday Compensation (holidays worked and not-worked)
- (3) Rotation Period

In the event that such a trial work period is agreed to by the parties and implemented it shall be in force and effect for one hundred and eighty (180) days. It may be renewed for additional one hundred eighty day (180) periods at the discretion of management.

Dated this 14 Day of October, 1992

**For the Employer:**

**For the Union:**

  
\_\_\_\_\_  
Jim Yearby, Director  
Office of Human Resource Management

  
\_\_\_\_\_  
Dustin Frederick, Business Manager  
Public Safety Employees, Local 519

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**Memorandum of Understanding  
By and Between  
King County  
and  
Public Safety Employees, Local 519, SEIU, AFL-CIO**

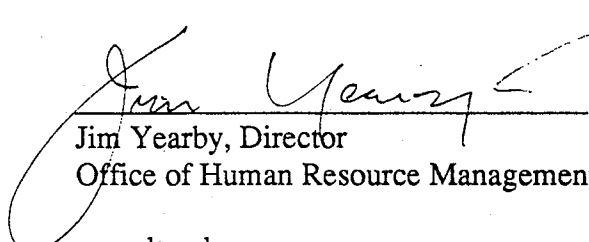
**RE: Police Data Technicians and Police Data Technician Supervisor**

The parties acknowledge that certain positions within the Department of Public Safety have been reviewed and such positions will be reclassified. The incumbent employees who are currently classified as communications specialists will be reclassified as police data technicians. The employer agrees to include the classification of police data technician supervisor in the collective bargaining agreement. The union and the employer will meet and negotiate an appropriate wage rate and work period for the police data technician classification and the police data technician supervisor. Such negotiations shall commence no later than sixty (60) days from the date of this Memorandum of Agreement.

Dated this 14 Day of October, 1992

**For the Employer:**

**For the Union:**

  
\_\_\_\_\_  
Jim Yearby, Director  
Office of Human Resource Management

  
\_\_\_\_\_  
Dustin Frederick, Business Manager  
Public Safety Employees, Local 519

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**NON-COMMISSIONED PERSONNEL - LOCAL 519  
ADDENDUM "A"  
CEDAR HILLS ALCOHOLIC TREATMENT CENTER  
NORTH REHABILITATION FACILITY  
(Effective January 1, 1992)**

<u>Class Code &amp; Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
4007 Office Assistant III	1544.46	1617.90	1656.38	1695.90	1736.40	1777.84	1820.36	1863.98	1908.70	1954.44
4012 Office Technician I	1657.34	1736.40	1777.84	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80
4013 Office Technician II	1737.40	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80	2149.36	2201.18
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>						
	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>						
4114 Licensed Practical Nurse	1653.84	1733.70	1817.55	1905.76						
4176 Chemical Dependency Counselor:										
Hired prior to 1/1/84	1935.32	2075.61	2226.59	2335.41	2446.99	2565.60	2690.25			
Hired on or after 1/1/84	1935.32	2075.61	2226.59	2335.41	2446.99					
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>				
	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	<u>48 Mos.</u>	<u>60 Mos.</u>				
4177 Special Detention Attendant	1945.96	2180.23	2373.55	2513.39	2587.80	2722.85				
4178 Special Detention Supervisor	2722.85	2858.99	3001.95	3152.05						
4180 Alcohol Maintenance Leader	2176.05	2279.66	2389.83	2505.57						
4181 Alcohol Group Leader	1726.58	1801.76	1881.68	1965.63						

**ADDENDUM "A" (Continued)**  
**NON-COMMISSIONED PERSONNEL - LOCAL 519**  
**Effective January 1, 1992**  
**DEPARTMENT OF PUBLIC SAFETY**

Class Code & Title	Step 1	Step 2	Step 3	Step 4	Step 5
	Start	12 Mos.	24 Mos.	36 Mos.	54 Mos.
7431 Resource Allocation Specialist	2837.26	2974.52	3120.47	3273.79	3518.46
7435 Cashier - D.P.S.	1758.16	1842.02	1928.13	2018.63	2118.76
7441 Accounting Specialist I	1647.78	1725.02	1806.17	1891.36	1980.79
7442 Accounting Specialist II	1802.29	1887.30	1976.56	2070.23	2168.62
7445 Civil Supervisor	2334.78	2428.71	2527.62	2631.48	2859.64
7446 Personnel Supervisor	2012.32	2106.25	2205.14	2309.02	2534.12
7447 Records Supervisor	2310.04	2480.32	2602.00	2729.82	2933.88
7451 Communications Specialist	Call Receiver		Dispatcher		
	Start	1967.16			
	1 Year	2065.52			
	2 Years	2168.78			
	3 Years	2277.23	2277.23		
	4 Years	2391.12	2391.12		
	5 Years		2510.94		
	6 Years		2636.18		
	7 Years		2768.00		
	8 Years		2906.38		

1. Call receivers who are at Step 4 or Step 5 who become dispatch qualified will be placed at a step in the dispatcher range that would ensure a pay increase.

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**ADDENDUM "A" (Continued)**  
**NON-COMMISSIONED PERSONNEL - LOCAL 519**  
**Effective January 1, 1992**  
**DEPARTMENT OF PUBLIC SAFETY**

<u>Class Code &amp; Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
7458 * Technical Services Spec. I	1657.34	1736.40	1777.84	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80
7459 *Technical Services Spec. II	1737.40	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80	2149.36	2201.18
7495 Wide Area Network Admin.	3007.06	3153.52	3230.46	3309.34	3390.16	3472.98	3557.84	3644.90	3734.12	3825.52
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>					
	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	<u>54 Mos.</u>					
7452 Comm. Specialist Supervisor	3161.35	3319.42	3485.41							
7460 Evidence & Supply Clerk	1667.53	1746.64	1828.29	1914.82	2006.28					
7462 Community Service Officer	2133.33	2240.00	2352.02	2469.63	2593.11					
7471 Identification Technician	2162.34	2270.45	2383.99	2503.16	2628.34					
7473 Latent Fingerprint Examiner	2767.83	2906.2	3051.54	3204.09	3364.32					
7482 Photographer II	2436.53	2551.71	2676.37	2743.27	2811.85					
7484 **Polygraph Examiner	2781.14	2940.45	3081.44	3256.63	4072.03					
7485 Latent Fingerprint/Photo Spvs	3155.32	3313.07	3478.75	3652.66	3835.32					
7486 10-Point Unit Supervisor	2465.07	2588.3	2717.75	2853.6	2996.31					
7489 Jail I.D. Unit Supervisor	2465.07	2588.3	2717.75	2853.6	2996.31					
7495 Planner/Analyst	2837.26	2974.52	3120.46	3273.78	3518.46					

\* To be reclassified to Office Technician (O.T.) series effective 1/1/92.

\*\* Polygraph Examiner - Step 5 increase from \$3751.32 to \$3957.27 effective 1/1/91 (5.49% increase). Step shown reflects 2.79% increase effective 1/1/92.

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**ADDENDUM "A" (Continued)**  
**NON-COMMISSIONED PERSONNEL - LOCAL 519**  
**Effective January 1, 1992**

**DEPARTMENT OF ADULT DETENTION**

<u>Class Code &amp; Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
0007 Office Assistant III	1544.46	1617.90	1656.38	1695.90	1736.40	1777.84	1820.36	1863.98	1908.70	1954.44
0012 Office Technician I	1657.34	1736.40	1777.84	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80
0013 Office Technician II	1737.40	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80	2149.36	2201.18
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>					
	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	<u>54 Mos.</u>					
1403 Jail Cashier	1722.62	1803.57	1889.60	1980.03	2124.29					
1406 Jail Receptionist	1607.00	1682.19	1762.11	1846.06	1980.03					
1430 Work Release Caseworker	2541.89	2729.88	2864.20	3005.27	3230.46					
7195 Elec. Home Det. Monitor	2731.48	2933.87	3078.48	3230.46	3472.99					
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
1413 Jail Mail Clerk	1657.34	1736.40	1777.84	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80
1429 Records Mgmt. Coordinator	1737.40	1820.36	1863.98	1908.70	1954.44	2001.40	2049.50	2098.80	2149.36	2201.18

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## ADDENDUM "A" (Continued)

1. All step increases are based upon satisfactory performance during previous service.
2. New employees in the job classes of Office Assistant III, Office Technician I, Office Technician II, Wide Area Network Administrator, Jail Mail Clerk, and Records Management Coordinator shall be hired at step one of their respective pay range and advance to step two after successful completion of six (6) months service.
3. All Technical Services Specialist employees shall be reclassified to the Office Technician series on the County's ten step pay range. Longevity where applicable shall be in addition to the compensation on the County's ten step range. These employees shall be compensated as follows:

Office Assistant III    Range 26

Office Technician I    Range 29

Office Technician II    Range 31

Movement on the ranges shall be as specified in #1 and #2 above.

4. Employees occupying positions listed in #2 above shall automatically advance to the next salary step annually on January 1, except for employees on probation, who shall advance from their entrance step to the step increment granted upon completion of probation, and annually on January 1 thereafter.
5. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department..
6. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.
7. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.
8. Alcohol Group Leaders - Special Detention Facility and Special Detention Facility Supervisors shall report to work ten (10) minutes prior to the beginning of each shift for briefing, such time to be considered part of the work shift and compensated by the negotiated wage rate and special assignment pay.

## ADDENDUM B

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

1. Department:

King County Department of Public Safety or Cedar Hills Alcohol Treatment Center or Department of Adult Detention.

2. Department Manual:

King County Department of Public Safety Manual.

3. Immediate Family:

Immediate family is construed to mean persons related to an employee by blood or marriage or legal adoption as follows: Grandmother, grandfather, mother, father, husband, wife, son, daughter, brother, sister and any persons for whose financial or physical care the employee is principally responsible.

4. Party:

Either King County or Public Safety Employees, Local 519.

5. Extra Help Position:

A position intended to be occupied on less than a year round basis to cover seasonal peak workloads, emergency workloads of limited duration, necessary vacation relief and other situations involving fluctuating staff.

6. Extra Help Employee:

An employee in an extra help position, and paid on an hourly basis without Civil Service or Career Service status, vacation, sick leave or other benefits.

7. Regular Part-Time Position:

A position normally requiring the services of an employee for less than a standard work week.

## ADDENDUM C

Eight Hour Conversion

7.5 Hours - Effective January 1, 1993

8.0 Hours - Effective January 1, 1994

<u>Number</u>	<u>Classification</u>
7	Office Assistant III
12	Office Technician I
13	Office Technician II
1413	Jail Mail Clerk
1429	Records Management Coordinator
1430	Work Release Case Worker
7195	Electronic Home Detection Coordinator
7408	Coordinator Emergency Services
7431	Resource Allocation Specialist
7435	Cashier
7441	Accounting Specialist I
7442	Accounting Specialist II
7445	Civil Supervisor
7446	Personnel Supervisor
7447	Records Supervisor
7460	Evidence & Supply Clerk
7462	Community Service Officer
7471	Identification Technician
7473	Latent Print Examiner
7482	Photographer II
7484	Polygraph Examiner
7485	Latent Print Supervisor
7486	10 Print Supervisor
7489	Jail Id Unit Supervisor
7495	Planner Analyst

Note: TSS Employees will be reclassified to OT Series

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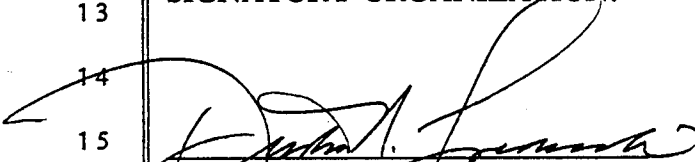
**ARTICLE 19: DURATION**

This Agreement shall become effective on the date it is signed by the King County Executive, and shall continue in effect through and including December 31, 1994. Wage increases, shift differential increases and the pay adjustments for clerical employees converting to the County's ten step range shall be effective January 1, 1992. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration, namely October 31, 1994.

APPROVED this 14 day of October, 1992.

  
KING COUNTY EXECUTIVE

**SIGNATORY ORGANIZATION:**

  
Public Safety Employees, Local 519

cba3:c-519nc

**By and Between  
King County  
and  
Public Safety Employees, Local 519, SEIU, AFL-CIO**

**RE: Scheduling of Shifts for Call Receivers and Dispatchers**

The parties acknowledge that call receivers and dispatchers would like to work a five-two - five- three (5-2/5-3) work schedule. It is also understood that current staffing levels will not allow for such a staffing pattern. In the event that sufficient staffing levels are obtained in 1993 or 1994, the Union and the Employer will sit down to work out the details of a trial period which would allow for a five-two - five-three work schedule or other work schedule acceptable to both parties. Prior to the implementation of such trial work schedule the parties shall agree on all rules which are applicable to such a schedule. Such rules shall include but are not limited to:

- (1) Overtime provisions.
- (2) Holiday Compensation (holidays worked and not-worked)
- (3) Rotation Period

In the event that such a trial work period is agreed to by the parties and implemented it shall be in force and effect for one hundred and eighty (180) days. It may be renewed for additional one hundred eighty day (180) periods at the discretion of management.

Dated this 14 Day of October, 1992

**For the Employer:**

**For the Union:**

  
\_\_\_\_\_  
Jim Yearby, Director  
Office of Human Resource Management

  
\_\_\_\_\_  
Dustin Frederick, Business Manager  
Public Safety Employees, Local 519

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**Memorandum of Understanding  
By and Between  
King County  
and  
Public Safety Employees, Local 519, SEIU, AFL-CIO**

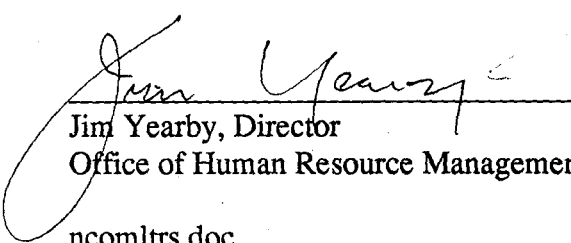
**RE: Police Data Technicians and Police Data Technician Supervisor**

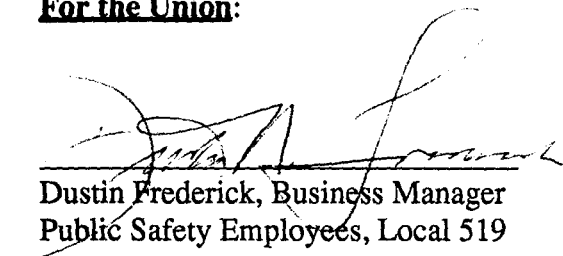
The parties acknowledge that certain positions within the Department of Public Safety have been reviewed and such positions will be reclassified. The incumbent employees who are currently classified as communications specialists will be reclassified as police data technicians. The employer agrees to include the classification of police data technician supervisor in the collective bargaining agreement. The union and the employer will meet and negotiate an appropriate wage rate and work period for the police data technician classification and the police data technician supervisor. Such negotiations shall commence no later than sixty (60) days from the date of this Memorandum of Agreement.

Dated this 14 Day of October, 1992

**For the Employer:**

**For the Union:**

  
\_\_\_\_\_  
Jim Yearby, Director  
Office of Human Resource Management

  
\_\_\_\_\_  
Dustin Frederick, Business Manager  
Public Safety Employees, Local 519

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