

December 17, 1992  
PERSONEL.ORD (NR.clt)

Phillips  
Nickels  
Sullivan  
Introduced by: Sims

Proposed No.: 92-404

ORDINANCE NO. **10695**

AN ORDINANCE relating to domestic partners, benefits, bereavement leave, sick leave, and family leave; amending Ordinance 4324, Sections 2, 3, 23, 26 and 27; Ordinance 7956, Sections 2, 3, 4, and 5; and K.C.C. 3.12.010, 3.12.040, 3.12.210, 3.12.220 and 3.12.245.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 4324, Sections 2 and 3 and K.C.C. 3.12.010 are hereby amended to read as follows:

A. General definitions. 1. "Administrative guidelines" means only those operational procedures promulgated by the manager necessary to implement personnel policies or requirements previously stipulated by ordinance or the Charter.

2. "Administrative interns" are persons participating in employment sponsored, supported in whole or in part, or maintained in conjunction with, an educational institution in the State of Washington.

3. "Appointing authority" means the county council, county executive, department heads, or division managers having lawful authority to appoint or to remove persons from positions in the county service, or persons designated by such appointing authority to perform those duties which legally may be delegated.

4. "Basis of merit" means the value, excellence or superior quality of an individual's work performance, as determined by a structured process comparing the employee's performance against defined standards and, where possible, the performance of other employees of the same or similar class.

5. "Board" means the King County personnel board established by Section 540 of the Charter.

6. "Career service employee" means a county employee appointed to a career service position as a result of the

1 selection procedure provided for in K.C.C. 3.12.090, and who  
2 has completed the probationary period.

3 7. "Career service position" means all positions in the  
4 county service except for those which are designated by Section  
5 550 of the Charter as follows: All elected officers; the  
6 county auditor, the clerk and all other employees of the county  
7 council; the county administrative officer; the chief officer  
8 of each executive department and administrative office; the  
9 members of all boards and commissions; administrative  
10 assistants for the county executive and one administrative  
11 assistant each for the county administrative officer, the  
12 county auditor, the county assessor, the chief officer of each  
13 executive department and administrative office and for each  
14 board and commission; a chief deputy for the county assessor;  
15 one confidential secretary each for the county executive, the  
16 chief officer of each executive department and administrative  
17 office, and for each administrative assistant specified herein;  
18 all employees of those officers who are exempted from the  
19 provisions of this chapter by the state constitution; persons  
20 employed in a professional or scientific capacity to conduct a  
21 special inquiry, investigation or examination; temporary  
22 employees; administrative interns; election precinct officials;  
23 all persons serving the county without compensation;  
24 physicians; surgeons; dentists; medical interns; and student  
25 nurses and inmates employed by county hospitals, tuberculosis  
26 sanitariums and health departments of the county.

27 A departmental division as determined by the county  
28 council shall be considered to be executive departments for the  
29 purpose of determining the applicability of Section 550 of the  
30 Charter.

31 All part-time employees shall be exempted from career  
32 service membership except, effective January 1, 1989, all  
33 part-time employees employed at least half time or more, shall  
34 be members of the career service.

35 8. "Charter" means the King County Charter, as amended.

1           9. "Class" or "classification" means a position or group  
2 of positions, established under authority of this chapter,  
3 sufficiently similar in respect to the duties, responsibilities  
4 and authority thereof, that the same descriptive title may be  
5 used to designate each position allocated to the class; that  
6 essentially similar requirements as to education, experience,  
7 ability and other qualifications should be required of the  
8 incumbents; that similar tests of fitness may be used to choose  
9 qualified employees; and that similar schedules of compensation  
10 can be made to apply with equity.

11           10. "Classification plan" means the arrangement of  
12 positions into classifications together with specifications  
13 describing each classification.

14           11. "Compensatory time" means time off granted with  
15 pay in lieu of pay for work performed either on an authorized  
16 overtime basis or work performed on a holiday which is normally  
17 scheduled as a day off. Such compensatory time shall be  
18 granted on the basis of time and one-half.

19           12. "Council" means the King County council as  
20 established by Article 2 of the Charter.

21           13. "County" means the county of King and any other  
22 organization that is legally governed by the county with  
23 respect to personnel matters.

24           14. "Domestic partners" are two people in a domestic  
25 partnership.

26           15. "Domestic partnership" is a relationship whereby  
27 two people:

28           a. Have a close personal relationship, and

29           b. Are each other's sole domestic partner and are  
30 responsible for each other's common welfare, and

31           c. Share the same regular and permanent residence,  
32 and

33           d. Are jointly responsible for basic living expenses  
34 which means the cost of basic food, shelter and any other  
35 expenses of a domestic partner which are paid at least in part

1 by a program or benefit for which the partner qualified because  
2 of the domestic partnership. The individuals need not  
3 contribute equally or jointly to the cost of these expenses as  
4 long as they agree that both are responsible for the cost, and

5 e. Are not married to anyone, and  
6 f. Are each eighteen (18) years of age or older, and  
7 g. Are not related by blood closer than would bar  
8 marriage in the State of Washington, and

9 h. Were mentally competent to consent to contract  
10 when the domestic partnership began.

11 ((14-)) 16. "Employee" means any person who is employed  
12 in a career service position or exempt position.

13 ((15-)) 17. "Employed at least half time" means  
14 employed in a permanent position which has an established work  
15 schedule of not less than seventy hours every four weeks, or of  
16 not less than eighty hours in those work units in which a  
17 forty-hour week is standard.

18 ((16-)) 18. "Established in the county budget" means a  
19 position identified within a budgetary unit's authorized  
20 full-time equivalent (FTE) level and set out by position  
21 description in the budgetary unit's organizational budget  
22 detail report as amended in the adopted budget.

23 ((17-)) 19. "Executive" means the King County  
24 executive, as established by Article 3 of the Charter, or his  
25 designee.

26 ((18-)) 20. "Exempt employee" means an employee  
27 employed in an exempt position. Exempt employees serve at the  
28 pleasure of the appointing authority.

29 ((19-)) 21. "Exempt position" means any position not  
30 included in the career service. Exempt positions are positions  
31 to which appointment may be made directly.

32 ((20-)) 22. "Full-time employee" means an employee who  
33 is not on probation and is employed in a full-time position.

34 ((21-)) 23. "Full-time position" means a permanent  
35 position which has an established work schedule of not less

1 than thirty-five hours per week, or of not less than forty  
2 hours per week in those work units where a forty-hour week is  
3 standard.

4 ((22-)) 24. "Grievance" means an issue raised by an  
5 employee relating to the interpretation of rights, benefits, or  
6 condition of employment as contained in the administrative  
7 rules and/or procedures for the career service.

8 ((23-)) 25. "Incentive increase" means an increase to  
9 an employee's base salary within the assigned pay range, based  
10 on demonstrated performance.

11 ((24-)) 26. "Manager" means the director of the office  
12 of human resource management of King County or his or her  
13 designee.

14 27. "Marital status" is the presence or absence of a  
15 marital relationship and includes the status of married,  
16 separated, divorced, engaged, widowed, single or cohabitating.

17 ((25-)) 28. "Part-time employee" means an individual  
18 employed in a part-time position.

19 ((26-)) 29. "Part-time position" means a permanent  
20 position established for a portion of or throughout a calendar  
21 year and which has an established work schedule of less than  
22 thirty-five hours per week, or of less than forty hours per  
23 week in those work units where a forty-hour week is standard.

24 ((27-)) 30. "Pay plan" means a systematic schedule of  
25 numbered pay ranges with minimum, maximum and intermediate  
26 steps for each pay range, a schedule of assignment of each  
27 classification to a numbered pay range and rules for  
28 administration.

29 ((28-)) 31. "Pay range" means one or more pay rates  
30 representing the minimum, maximum and intermediate steps  
31 assigned to a classification.

32 ((29-)) 32. "Pay range adjustment" means the adjustment  
33 of the numbered pay range of a classification to another  
34 numbered pay range in the schedule based on a classification  
35 change, competitive pay data or other significant factors.

1           (~~30-~~) 33. "Permanent position" means a position  
2 established in the county budget and which will require at  
3 least twenty-six weeks of service per year at the work schedule  
4 established for the position. A position shall be permanent if  
5 the position is established to begin after January 1 of any  
6 year, and would have required at least twenty-six weeks of  
7 service per year had the position been established on January  
8 1.

9           (~~31-~~) 34. "Position" means a group of current duties  
10 and responsibilities assigned by competent authority requiring  
11 the employment of one person.

12           (~~32-~~) 35. "Probationary employee" means a potential  
13 career service employee who is serving a probationary period.

14           (~~33-~~) 36. "Probationary period" means a period of  
15 time constituting the final step in the competitive screening  
16 process for career service. An appointment to the career  
17 service is not final unless the employee successfully completes  
18 this period.

19           (~~34-~~) 37. "Provisional appointment" means an  
20 appointment made in the absence of a list of candidates  
21 certified as qualified by the manager. Only the manager may  
22 authorize a provisional appointment. An appointment to this  
23 status is limited to thirty days after the manager certifies  
24 qualified candidates, or a maximum of six months, whichever  
25 occurs sooner.

26           (~~35-~~) 38. "Provisional employee" means an employee  
27 holding a position under provisional appointment.

28           (~~36-~~) 39. "Recruiting step" means the first step of  
29 the salary range allocated to a class unless otherwise  
30 authorized by the executive.

31           (~~37-~~) 40. "Salary or pay rate" means an individual  
32 dollar amount which is one of the steps in a pay range paid to  
33 an employee based on the classification of the position  
34 occupied.

1           (~~38-~~) 41. "Temporary employee" means an individual  
2 employed in a temporary position and for purposes of being a  
3 part of career service, includes a provisional or probationary  
4 employee.

5           (~~39-~~) 42. "Temporary position" means a position which  
6 is not a permanent position as defined in this chapter.

7           (~~40-~~) 43. "Y-Rate" means a pay rate that is in excess  
8 of the maximum of the pay range assigned to the classification  
9 of a position.

10           B. Definitions related to family leave. Unless the context  
11 clearly requires otherwise, the following terms have the  
12 following meanings:

13           1. "Child" means a biological, adopted, or foster child,  
14 a stepchild, a legal ward, or a child of a person standing in  
15 loco parentis, who is:

- 16           a. Under eighteen years of age, or  
17           b. Eighteen years of age or older and incapable of  
18 self-care because of mental or physical disability.

19           2. "Employee" means a person employed in a permanent  
20 position on a full-time or part-time basis and who is not on an  
21 initial period of probation. The term "employee" shall not  
22 include part-time workers employed less than twenty hours per  
23 week, or intermittent, seasonal, or temporary workers.

24           3. "Serious health condition" means an illness, injury,  
25 impairment, or physical or mental condition, whether or not  
26 preexisting, which requires:

27           a. Inpatient care in a hospice or residential medical  
28 care facility, or

29           b. Continuing treatment or continuing supervision by  
30 a health care provider.

31           4. "Health care provider" means a person whose services  
32 are of a type which are compensated under any county health  
33 care plan.

1           5. "Reduced leave schedule" means leave scheduled for  
2 fewer than an employee's usual number of hours per workweek or  
3 hours per workday.

4           SECTION 2. Ordinance 4324, Section 23, as amended, and  
5 K.C.C. 3.12.040 are hereby amended to read as follows:

6           Benefits. A. All employees of the county except temporary  
7 employees and administrative interns shall receive the leave  
8 benefits provided in this chapter, (~~except~~) provided that  
9 temporary employees employed in a position for 910 or more  
10 hours within any consecutive 12-month period (or 1040 or more  
11 hours in those work units in which a 40-hour week is standard)  
12 shall receive either compensation in lieu of the leave benefits  
13 provided in this chapter for each hour worked or, at the  
14 discretion of the manager, pro-rated leave benefits based upon  
15 the ratio of hours worked to the full-time schedule in their  
16 work unit.

17           B. The manager shall establish provisions governing  
18 eligibility for medical, dental, life insurance and vision  
19 benefits as part of the administrative guidelines and  
20 consistent with budget requirements. Employees, spouses or  
21 domestic partners of employees, and any child of an employee or  
22 employee's spouse or domestic partner shall be eligible for  
23 these benefits.

24           NEW SECTION. SECTION 3. Benefits Eligibility.

25           A. Affidavit of Marriage/Domestic Partnership. In order  
26 for a spouse of an employee that is not currently receiving  
27 benefits or a domestic partner of an employee to receive  
28 benefits, the employee shall designate his or her spouse or  
29 domestic partner in an Affidavit of Marriage/Domestic  
30 Partnership on a form prescribed by the manager, whereby the  
31 employee:

32           1. Attests to the following:

33           a. If married, that he or she is currently married to  
34 the individual identified by name on the affidavit, or

35           b. If participating in a domestic partnership, that:



1           (1) He or she is currently in a domestic  
2 partnership with the individual identified by name on the  
3 affidavit, and

4           (2) He or she meets all the qualifications of a  
5 domestic partnership, as defined by this ordinance, and

6           (3) Any prior domestic partnership in which he  
7 or she or his or her domestic partner participated with a third  
8 party was terminated at least ninety days prior to the date of  
9 said affidavit or by the death of that third party, whichever  
10 was earlier, and if such prior domestic partnership had been  
11 acknowledged pursuant to this ordinance, that notice of the  
12 termination of the prior domestic partnership was provided to  
13 the County ninety days prior to the date of said affidavit;

14           2. Agrees to notify the county if there is a change of  
15 the circumstances attested to in the affidavit; and

16           3. Affirms, under penalty of law, that the assertions in  
17 the affidavit are true.

18           B. Termination of Marriage/Domestic Partnership. An  
19 employee shall provide the county with a notice of termination  
20 of marriage/domestic partnership, on a form prescribed by the  
21 manager, upon dissolution of a marriage or termination of a  
22 domestic partnership, within thirty days of termination of the  
23 marriage or domestic partnership. A domestic partnership ends:

24           1. When the domestic partners no longer meet one or more  
25 of the qualifications of a domestic partnership; or

26           2. Upon the death of a domestic partner.

27           C. Confidentiality. All affidavits of marriage/domestic  
28 partnership, notices of termination of marriage/domestic  
29 partnership, and any information contained in said forms shall  
30 be confidential and are subject to disclosure only upon express  
31 written authorization by the persons identified in the forms or  
32 if otherwise required by law.

33           SECTION 4. Ordinance 4324, Section 27, as amended, and  
34 K.C.C. 3.12.210 are hereby amended to read as follows:

1 Leave-Bereavement. A. All employees except temporary  
2 employees and administrative interns shall be entitled to three  
3 working days of bereavement leave a year due to death of  
4 members of their immediate family. For purposes of this  
5 section, "immediate family" shall be limited to the children,  
6 parents, siblings and spouse or domestic partner of the  
7 employee.

8 B. Employees who have exhausted their bereavement leave  
9 shall be entitled to use sick leave in the amount of three days  
10 for each instance when death occurs to a member of the  
11 employee's immediate family.

12 C. In cases of family death where no sick leave benefit is  
13 authorized or exists, an employee may be granted leave without  
14 pay.

15 D. In the application of any of the foregoing provisions,  
16 holidays or regular days off falling within the prescribed  
17 period of absence shall not be charged.

18 SECTION 5. Ordinance 4324, Section 26, as amended, and  
19 K.C.C. 3.12.220 are hereby amended to read as follows:

20 Sick Leave. A. Every employee except temporary employees  
21 and administrative interns and those covered by subsection L.  
22 of this section, shall accrue sick leave benefits at a monthly  
23 rate equal to .00384615 times the normally scheduled annual  
24 hours of the employee's position; except that sick leave shall  
25 not begin to accrue until the first of the month following the  
26 month in which the employee commenced employment. The employee  
27 is not entitled to sick leave if not previously earned.

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

32 B. No employee shall earn sick leave credit during a month  
33 in which the employee is absent without authorization or absent  
34 without pay more than three days.

1 C. After the first six months of full-time service, an  
2 employee may, at the division manager's discretion, be  
3 permitted to use up to five days of vacation as an essential  
4 extension of used sick leave. If an employee does not work a  
5 full twelve months, any vacation credit used for sick leave  
6 must be reimbursed to the county upon termination.

7 D. Sick leave may be used in one-half hour increments, at  
8 the discretion of the division manager or department director.

9 E. There shall be no limit to the hours of sick leave  
10 benefits accrued by an employee.

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

15 G. Separation from county employment except by reason of  
16 retirement or layoff due to lack of work or funds or efficiency  
17 reasons, shall cancel all sick leave currently accrued to the  
18 employee. Should the employee resign in good standing or be  
19 laid off and return to the county within two years, accrued  
20 sick leave shall be restored.

21 H. Accrued sick leave may be used for absence due to  
22 temporary disability caused by pregnancy.

23 I. Sick leave because of an employee's physical incapacity  
24 shall not be approved where the injury is directly traceable to  
25 employment other than with the county.

26 J. County employees who have at least five years county  
27 service and who retire as a result of length of service or who  
28 terminate by reason of death shall be paid an amount equal to  
29 twenty-five percent of their unused, accumulated sick leave, to  
30 a maximum of thirty days. All payments shall be based on the  
31 employee's base rate.

32 K. Employees injured on the job may not simultaneously  
33 collect sick leave and workers' compensation payments in a  
34 total amount greater than the net regular pay of the employee.

1 L. Uniformed employees covered under the LEOFF Retirement  
2 System-Plan I shall apply for disability retirement under the  
3 provisions of RCW 41.26.120.

4 M. Employees are eligible for payment on account of their  
5 own illness for the following reasons:

- 6 1. Personal illness;
- 7 2. Noncompensable injury (e.g., those injuries generally  
8 not eligible for worker's compensation payments);
- 9 3. Disability due to pregnancy or childbirth;
- 10 4. Exposure to contagious diseases and resulting  
11 quarantine;
- 12 5. Keeping medical, dental, or optical appointments.

13 N. Employees may use accrued sick leave to care for their  
14 child under the age of 18 who suffers from a health condition  
15 that requires medical treatment or supervision. For purposes  
16 of this section, "child" means the natural or adoptive child of  
17 the employee or the employee's spouse or domestic partner, or  
18 any child under the employee's legal guardianship, legal  
19 custody or foster care. Employees are eligible to use sick  
20 leave on account of their child's suffering any of the  
21 conditions listed in subsection M of this section.  
22 Verification of the child's health condition from a licensed  
23 physician may be required for any requested sick leave absence  
24 used to care for a child.

25 O. Employees shall be entitled to use sick leave in the  
26 maximum amount of three days for each instance where such  
27 employee is required to care for immediate family members who  
28 are seriously ill, except as provided for in subsection N.

29 P. Up to one day of sick leave may be used by an employee  
30 for the purpose of being present at the birth of his child.

31 SECTION 6. Ordinance 7956, Section 2, 3, 4, and 5, and  
32 K.C.C. 3.12.245 are hereby amended to read as follows:

33 Family leave. A. Up to eighteen weeks of unpaid leave  
34 will be granted in a twenty-four-month period to care for:

- 35 1. An employee's birth child or adoptive child;

1 a. Leave must be taken within twelve months of the  
2 birth or placement for adoption.

3 b. Leave should be taken in consecutive weeks, unless  
4 the employee's division manager agrees to more than one leave  
5 period; in any case, the leave periods may not exceed eighteen  
6 weeks in the twelve-month period.

7 2. An employee's child, spouse, spouse's child, domestic  
8 partner, domestic partner's child, dependent parent, ((or))  
9 parent-in-law or domestic partner's parent who has a serious  
10 medical condition.

11 a. Leave to care for an ill member of the employee's  
12 family may be taken only when the serious health condition  
13 requires the employee's presence.

14 b. King County may require that a claim for family  
15 member with a serious health problem be supported by a medical  
16 certification issued by the appropriate health care provider  
17 which states:

18 (1) the date on which the health problem  
19 commenced and its probable duration, and

20 (2) that an employee claiming such family leave  
21 obtain the opinion of a second health care provider as to any  
22 of the information required in a medical certification;

23 c. Leave may be taken on an intermittent basis if the  
24 health care condition is expected to last more than two weeks;

25 d. King County may limit family leave to three such  
26 health conditions during any twenty-four-month period for  
27 conditions expected to last two weeks or less.

28 B. Family leave may be taken on a reduced schedule if:

29 1. The total allowable eighteen-week period does not  
30 exceed thirty-six consecutive work weeks, and

31 2. The leave is scheduled so as not to unduly disrupt  
32 the employing unit's operations.

33 C. An employee may substitute accrued vacation leave or  
34 sick leave for the corresponding portion of unpaid family  
35 leave.

1 D. An employee planning to take family leave to care for a  
2 birth or adoptive child must provide prior written notice to  
3 his/her division manager of the expected birth or adoption in a  
4 time which is reasonable and practical.

5 E. If foreseeable, an employee planning to take family  
6 leave to care for a family member with a serious health problem  
7 must make a reasonable effort to schedule the leave so as not  
8 to unduly disrupt the employing unit's operations, and provide  
9 prior written notice of the expected leave in a time which is  
10 reasonable and practical.

11 F. An employee who exercises any right to family leave is  
12 entitled, upon return from leave or during any period of  
13 reduced leave schedule, subject to bona fide layoff provisions,  
14 to:

15 1. The same position he/she held when the leave  
16 commenced, or

17 2. A position with equivalent status, benefits, pay and  
18 other terms and conditions of employment; and

19 3. The same seniority accrued before the date on which  
20 family leave commenced.

21 G. King County will maintain its contribution for health  
22 benefits for the employee during the period of family leave.

23 H. Failure of the employee to return to work from family  
24 leave on the specified date shall normally constitute a quit.

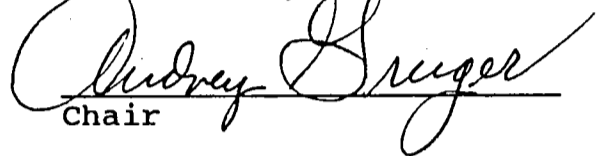
1        SECTION 7. The Executive shall submit a report to the  
2 council by July 1, 1993 which shall review the need for and the  
3 fiscal impact of providing health benefits to relatives that  
4 are living with and dependant upon employees, such as parents,  
5 in-laws, brothers, sisters, aunts and uncles.

6        INTRODUCED AND READ for the first time this 26<sup>th</sup> day  
7 of May, 1992

8        PASSED this 21<sup>st</sup> day of December, 1992

9  
10


KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

11  
12  
13

ATTEST:

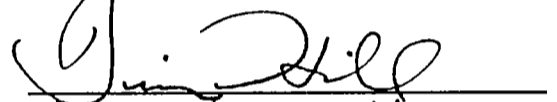
14  
15

  
Clerk of the Council

16

APPROVED this 30<sup>TH</sup> day of December, 1992.

17  
18

  
King County Executive