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Introduced by

LARRY PHILLIPS  
GREG NICKELS  
LARRY GOSSETT

Proposed No.

96 - 119

12152

ORDINANCE NO.

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2  
3 AN ORDINANCE approving and adopting the  
4 Collective Bargaining Agreement negotiated by  
5 and between King County and Public Safety  
6 Employees, Local 519, Non-Commissioned,  
7 representing employees in the Department of  
8 Public Safety, Department of Adult Detention,  
9 and Department of Public Health; and  
10 establishing the effective date of said  
11 Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The Collective Bargaining Agreement negotiated  
13 between King County and Public Safety Employees, Local 519, Non-  
14 Commissioned, representing employees in the department of public  
15 safety, department of adult detention, and department of public  
16 health and attached hereto is hereby approved and adopted and by  
17 this reference made a part hereof.  
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2 SECTION 2. Terms and conditions of said agreement shall be  
3 effective from January 1, 1995 , through and including  
4 December 31, 1997.

5 INTRODUCED AND READ for the first time this 29<sup>th</sup> day of  
6 January , 1996.

7 PASSED by a vote of 9 to 0 this 12<sup>th</sup> day of  
8 February , 1996.

10 KING COUNTY COUNCIL  
11 KING COUNTY, WASHINGTON

12  
13 Gene Hogue  
14 Chair

15 ATTEST:

16  
17 Gerald A. Potvin  
18 Clerk of the Council

19 APPROVED this 21<sup>st</sup> day of February , 1996.

20  
21 Ray Loh  
22 King County Executive

23 Attachment:  
24 Collective Bargaining Agreement  
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**12152**  
**COLLECTIVE BARGAINING**  
**AGREEMENT**

between

**KING COUNTY**

and

**PUBLIC SAFETY EMPLOYEES, LOCAL 519**  
**NON-COMMISSIONED**

Representing Employees in the King County Department of  
Adult Detention, Public Safety and Public Health

**January 1, 1995 through December 31, 1997**

PUBLIC SAFETY EMPLOYEES - LOCAL 519  
NON-COMMISSIONED EMPLOYEES  
AT THE KING COUNTY DEPARTMENT OF PUBLIC HEALTH  
(CEDAR HILLS AND NORTH REHABILITATION FACILITIES),  
DEPARTMENT OF ADULT DETENTION,  
AND THE DEPARTMENT OF PUBLIC SAFETY  
(Excluding Communications Center Employees  
and Special Detention Attendants at NRF)

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PUBLIC SAFETY EMPLOYEES - LOCAL 519  
NON-COMMISSIONED

12152

CEDAR HILLS,  
NORTH REHABILITATION FACILITY,  
DEPARTMENT OF ADULT DETENTION,  
AND THE DEPARTMENT OF PUBLIC SAFETY

These articles constitute an agreement between King County and Public Safety Employees, Local 519, the terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

**ARTICLE 1: PURPOSE**

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

1 ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

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

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

1 ARTICLE 3: RIGHTS OF MANAGEMENT  
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3 It is recognized that the Employer retains the right to manage the affairs of the County and  
4 to direct the work force. Such functions of the Employer include, but are not limited to:

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

20 In prescribing policies and procedures relating to personnel and practices, and to the  
21 conditions of employment, the Employer will comply with state law to negotiate or meet and  
22 confer, as appropriate. However, the parties agree that the Employer retains the right to  
23 implement any changes to policies or practices that are not mandatory subjects of bargaining.  
24 All of the functions, rights, powers, and authority of the Employer not specifically abridged,  
25 deleted, or modified by this Agreement are recognized by the Union as being retained by the  
26 Employer.  
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1 **ARTICLE 4: HOLIDAYS**

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

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5 <b>COMMONLY CALLED:</b>	
6 New Year's Day	First day of January
7 Martin Luther King, Jr.'s Birthday	Third Monday in January
8 President's Day	Third Monday in February
9 Memorial Day	Last Monday in May
10 Independence Day	Fourth day of July
11 Labor Day	First Monday of September
12 Veteran's Day	Eleventh day of November
13 Thanksgiving Day	Fourth Thursday in November
14 Friday following Thanksgiving Day	
15 Christmas Day	Twenty-fifth day of December

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

22

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

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

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

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

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

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

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Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
Upon completion of one (1) year of service		(80 hrs) 10 days	
More than one (1) but less than three (3) years of continuous service	(6.66 hrs) .833 days	(80 hrs) 10 days	(160 hrs) 20 days
Less than twelve (12) years of continuous service. More than (3) years of continuous service	(10 hrs) 1.25 days	(120 hrs) 15 days	(240 hrs) 30 days
Twelve (12) years or more of continuous service and over	(13.33 hrs) 1.66 days	(160 hrs) 20 days	(320 hrs) 40 days

1           Section 1a. *Accrual - 35 Hour Employees*: Regular full-time employees working 35 hours  
 2 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 continuous service	(5.83 hrs) .833 days	(70 hrs) 10 days	(140 hrs) 20 days
Less than twelve (12) years of continuous service. More than (3) years of continuous service	(8.75 hrs.) 1.25 days	(105 hrs.) 15 days	(210 hrs.) 30 days
Twelve (12) years or more of continuous service and over	(11.66 hrs) 1.66 days	(140 hrs) 20 days	(280 hrs) 40 days

1 Section 1b. *Accrual - 37.5 Hour Employees*: Regular full-time employees working 37.5  
 2 hours per week, shall receive vacation benefits as indicated in the following table:

3 4 5 6	Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed
7 8	Upon completion of one (1) year of service		(75 hrs) 10 days	
9 10 11	More than one (1) but less than three (3) years of continuous service	(6.25 hrs) .833 days	(75 hrs) 10 days	(150 hrs) 20 days
12 13 14 15 16	Less than twelve (12) years of continuous service. More than (3) years of continuous service	(9.375 hrs.) 1.25 days	(112.5 hrs.) 15 days	(225 hrs.) 30 days
17 18 19	Twelve (12) years or more of continuous service and over	(12.50 hrs) 1.66 days	(150 hrs) 20 days	(300 hrs) 40 days

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2       **Section 2. Monthly Accrual, Vacation Holidays and Sick Leave:** Employees with one or  
3 more continuous years of service shall accrue vacation benefits monthly. Employees shall be  
4 charged vacation based on their daily work schedule (8 hour, 7.5 hour, or 7 hour).

5       Employees shall accrue vacation, sick leave and holiday pay on the basis of the hours they  
6 actually work; i.e. seven (7) hours, seven and one-half (7.5) hours or eight (8) hours.

7       **Section 3. Part Time Employees:** Vacation benefits for regular, part-time employees will  
8 be established based upon the ratio of hours actually worked (less overtime) to a standard work  
9 year. For example: If a regular, part-time employee normally works four hours per day in a  
10 department that normally works eight hours per day, then the part-time employee would be granted  
11 four-eighths of the vacation benefit allowed a full-time staff member with an equivalent number of  
12 years service.

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

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

18       **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, the  
19 employee will be paid for unused vacation credits up to a maximum allowable accumulated  
20 vacation, provided that PERS I employees shall not receive payment for more than 240 hours at  
21 retirement. Accrued amounts in excess of 240 hours must be used prior to the date of retirement  
22 or be lost. Vacation payoff shall be calculated by utilizing the employee's base wages as set forth  
23 in Addendum "A" and shall also include longevity incentive pay for those who receive it. The  
24 hourly rate shall be determined by dividing the annual rate of pay by the number of work hours in  
25 that year.

26       **Section 7. Temporary Employees:** Temporary employees will not be granted vacation  
27 benefits.  
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1           **Section 8. Loss of Monthly Accrual:** No employee shall earn a month's vacation credit  
2 during a month when the employee is absent without pay more than three (3) working days,  
3 provided, however, that discipline resulting in suspension not exceeding ten (10) working days  
4 shall not serve to reduce vacation credit. An employee shall not be granted vacation benefits if not  
5 previously accrued.

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

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

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

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

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

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

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

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

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

25 Section 7. Separation from Employment: Separation from County employment except by  
26 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all  
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1 sick leave currently accrued to the employee. Should the employee resign in good standing or be  
2 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 have  
9 at least five (5) years service and retire as a result of length of service or who terminate by death,  
10 twenty-five percent (25%) of their unused, accumulated sick leave to a maximum of thirty (30)  
11 days. All payments shall be made in cash, based on the employee's base rate, and there shall be  
12 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 illness  
18 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)  
27 of 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 and/or  
10 capable of providing care for the ill or injured family member. In addition, family care sick leave  
11 shall be approved for accompanying or transporting immediate family members to and from a  
12 hospital or to medical or dental appointments, providing the immediate family member is a minor  
13 child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid.  
14 Up to one day's absence may be authorized for a male employee to be at the hospital on the day of  
15 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 leave  
21 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of  
22 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)  
23 additional hours credited to their vacation account. Employees who have used more than sixteen  
24 (16) but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to  
25 their vacation account. The additional vacation credits specified herein shall not affect sick leave  
26 amounts.  
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1 ARTICLE 7: WAGE RATES

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3 Section 1. Rates of Pay: Wage rates for 1995 shall be as listed in Addendum A. and shall  
4 be effective beginning January 1, 1995. Wage rates for regular part-time employees shall be  
5 prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

6 Section 2. Cost of Living Adjustments:

7 (a) Effective January 1, 1996 wage rates in effect on December 31, 1995 shall be  
8 modified as follows:

9 (1) All bargaining unit members in the Department of Public Safety shall receive a  
10 cost of living adjustment increase equal to 90% of the increase in the Consumer Price Index  
11 (CPIW), U.S. All Cities Index September 1994 - September 1995 base year, provided, however,  
12 that the amount produced by application of the foregoing shall not be less than 2% nor greater than  
13 6%.

14 (2) All bargaining unit members in the Department of Adult Detention shall receive  
15 a cost of living adjustment equal to 90% of the increase in the Consumer Price Index (CPIW),  
16 U.S. All Cities Index September 1994 - September 1995 base year, provided, however, that the  
17 amount produced by application of the foregoing shall not be less than 2% nor greater than 6%,  
18 and except that Jail Receptionists will receive an additional 6.6% increase to base wages at the  
19 same time they are required to begin working a 40 hour work week, and except that Department of  
20 Adult Detention Office Technician IIIs will be placed on the same pay schedule as the Department  
21 of Public Safety Office Technician IIIs (see Addendum A) at the same time they are required to  
22 begin working a 40 hour work week.

23 (3) All bargaining unit members in the Department of Public Health shall receive a  
24 cost of living increase equal to 90% of the increase in the Consumer Price Index (CPIW), U.S. All  
25 Cities Index September 1994 - September 1995 base year, provided, however, that the amount  
26 produced by application of the foregoing shall not be less than 2% nor greater than 6% and except  
27 that:  
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1 (a) Alcohol Counselors hired after January 1, 1984 shall be placed on King  
2 County pay range number 37 as outlined in Addendum B, and

3 (b) Alcohol Counselors hired before January 1, 1984 shall receive no wage  
4 increase in 1996, but shall receive cash bonuses equal to 90% of the CPI as specified in Section  
5 (a)(1) and (2) above. One half of this bonus will be paid to such employees in July 1996 and one  
6 half in December 1996, and

7 (c) Effective January 1, 1996, Alcohol Group Leaders will be placed on  
8 King County Pay Range 28 as outlined in Addendum A, and

9 (d) The wages of Alcohol Maintenance Leaders will remain "Y" rated (i.e.,  
10 frozen) with no cost-of-living increase or other increases until the wages of Alcohol Group Leaders  
11 catch up.

12 (a) Effective January 1, 1997 wage rates in effect on December 31, 1996 shall be modified  
13 as follows:

14 (1) All bargaining unit members in the Department of Public Safety shall receive a cost of  
15 living adjustment increase equal to 90% of the increase in the Consumer Price Index (CPIW), U.S.  
16 All Cities Index September 1995 - September 1996 base year, provided, however, that the amount  
17 produced by application of the foregoing shall not be less than 2% nor greater than 6%.

18 (2) All bargaining unit members in the Department of Adult Detention shall receive a cost  
19 of living adjustment increase equal to 90% of the increase in the Consumer Price Index (CPIW),  
20 U.S. All Cities Index September 1995 - September 1996 base year, provided, however, that the  
21 amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

22 (3) All bargaining unit members in the Department of Public Health shall receive a cost of  
23 living adjustment increase equal to 90% of the increase in the Consumer Price Index (CPIW), U.S.  
24 All Cities Index September 1995 - September 1996 base year, provided, however, that the amount  
25 produced by application of the foregoing shall not be less than 2% nor greater than 6%. Except  
26 for Alcohol Counselors hired before January 1, 1984. Pre-1984 Counselors shall be placed at top  
27 step of King County Standard pay range 37 on January 1, 1997.  
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1           Section 3. Longevity Pay: Employees working in job classifications in the Department of  
2 Public Safety, who were receiving longevity pay prior to the date of ratification by the King  
3 County Council, shall continue to receive longevity pay, including future longevity step increases,  
4 provided that they have not reached the top longevity step of twelve years (\$82.25), so long as they  
5 continue to work in a job classification which was eligible for longevity pay. Those employees  
6 who were hired prior to the ratification of this agreement and who are working in job  
7 classifications in the Department of Public Safety which would have been eligible for longevity pay  
8 shall receive longevity pay at such time as they would have become eligible for such pay, so long  
9 as they remain in a job classification which was eligible for longevity under the previous collective  
10 bargaining agreement.

11           (a) Those eligible employees, as outlined above, shall earn longevity as follows:

12           During the 7th and 8th year of service	\$20.50 per month
13           During the 9th and 10th year of service	\$41.25 per month
14           During the 11th and 12th year of service	\$61.50 per month
15           After 12 years of service	\$82.25 per month

16           (b) Longevity shall be paid beginning from the first of the month following the month  
17 the employee first qualified for the program.

18           Section 4. Shift Differentials: The value of the shift differential has been rolled over into  
19 the base wage of bargaining unit employees who previously received such differential, and is  
20 included in the wages outlined in the Appendices to this contract. No employees shall receive shift  
21 differential as a separate premium.

22           Section 5. Reinstated Employees:

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

3 (b) Reinstatement Within Two Years: Employees who are reinstated pursuant to Civil  
4 Service Rules within two (2) calendar years but after one (1) calendar year shall, upon  
5 reinstatement, be compensated at Step 1 of their respective pay range. Upon successful completion  
6 of twelve (12) months actual service after reinstatement, (or six (6) months for job classifications  
7 for which employees receive a step increase after six (6) months of service) they shall be  
8 compensated at the equivalent of the same salary step that they were on when they left service plus  
9 any step advancement due for the addition of the current service.

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

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1 **ARTICLE 8: OVERTIME**

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3 **Section 1. Overtime:**

4 Overtime shall be payable after working 40 hours in a week.

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Hours Per Day	Hours Per Week	Hours Per Month
8.0	40	174
7.5	37.5	163
7.0	35	152

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10 Overtime shall be paid at one and one-half (1 1/2) times the employee's regular rate  
11 calculated using their actual hours worked.

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

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

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

25 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department  
26 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a  
27 regularly scheduled work day for the individual crew.  
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1           **Section 4. Emergency Work:** Emergency work at other than the normal scheduled  
2 working hours, or special scheduled working hours not enumerated above, shall be credited as  
3 such. This unscheduled and emergency overtime will be compensated as overtime, and in the  
4 event this overtime work is accomplished prior to the normal working hours and the employee  
5 subsequently works his/her regular shift, his/her regular shift shall be compensated at regular time.

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

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

16           **Section 7. Compensatory Time:** An employee may request compensatory time in lieu of  
17 overtime pay. Compensatory time shall be accrued on the basis of one and one-half times the  
18 hours worked. No employee may accrue more than forty (40) hours of compensatory time at any  
19 given time. The ability to use compensatory time shall be subject to normal vacation scheduling  
20 and at the discretion of management. Employees must use all accrued compensatory time prior to  
21 termination. There shall be no cash out of compensatory time. The employer agrees to publish  
22 documentation requirements as part of its policy and procedures manual.

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

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3 Section 1. The working hours of the full time classifications affected by this Agreement  
4 shall be the equivalent of thirty five (35) to forty (40) hours per week on an annualized basis.

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

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

13 Employees with paid meal periods are subject to being called back to work at any time  
14 during a paid break or meal period.

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

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

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

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

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

- 6 (a) No change to the situation, allowing a half-time position to continue.  
7 (b) Fill the vacant half-time position with temporary help.  
8 (c) Expand the half-time position to a full-time position, if both parties mutually agree.  
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1 ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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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

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

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

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

12 Section 5. Access to Premises: The Department administration shall afford Union  
13 representatives a reasonable amount of time while on on-duty status to consult with appropriate  
14 management officials and/or aggrieved employees, provided that the Union representative and/or  
15 aggrieved employees contact their immediate supervisors, indicate the general nature of the  
16 business to be conducted, request necessary time without undue interference with assignment  
17 duties. Time spent on such activities shall be recorded by the Union representative on a time sheet  
18 provided by the supervisor. Union representatives shall guard against use of excessive time in  
19 handling such responsibilities.

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

23 Section 7. Work Out of Class: Whenever an employee is assigned, in writing, by the  
24 division manager or his/her designee, to perform the duties of a higher classification for a period  
25 of three working days or more, that employee shall be paid at the first step of the higher class or a  
26 minimum of five percent (5%) , whichever is greater, over the salary received prior to the  
27 assignment, for all time spent while so assigned.  
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1           Section 8. Lead Worker Pay: Employees assigned, in writing, by the division manager or  
2 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five  
3 percent (5%) greater than their regular rate for all time so assigned.

4           Assignment of "lead worker" will not confer on an employee any privilege, right of appeal,  
5 or right of position, transfer, demotion, promotion, reinstatement, or any other right. Assignments  
6 may be revoked at any time at the sole discretion of management at such time as the "lead-  
7 worker" designation is removed, the employee's compensation reverts to the rate received prior to  
8 the designation. Except that when revocation of lead worker pay is used as a disciplinary sanction,  
9 it shall be subject to the grievance procedure and requirements of just cause.

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

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

9 Section 11. Jury Duty: An employee required by law to serve on jury duty shall continue  
10 to receive his/her salary and shall be relieved of regular duties and assigned to day shift for the  
11 period of time necessary for such assignment. If they have four hours or more left on their shift at  
12 the completion of the jury duty assignment for the day, they shall report to their work location and  
13 complete the day shift. Once the employee is released for the day, or more than one day, then  
14 he/she is required to contact the supervisor who will determine if he/she is required to report for  
15 duty, provided however such release time is prior to 1:00 p.m. If an employee is released after  
16 1:00 p.m. he/she shall not be required to report for work on that particular day.

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

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

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

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

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

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

13 **Procedure**

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

20 The grievance must:

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

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

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

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

23            This committee shall convene a hearing for the purpose of resolving the grievance. Both  
24 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings  
25 shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to.  
26 The Committee Chair shall render a decision within fifteen (15) working days of the hearing. If  
27 the Chair fails to render a decision within 15 days the Union may proceed to step 5 of this  
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1 grievance procedure (except for written reprimands, which may not be appealed to step 5.) The  
2 proceedings shall be informal. The parties shall not be represented by outside attorneys.  
3 "Outside" attorneys are those who do not work for King County or for the Union. Rules of  
4 evidence do not apply. The purpose shall be to determine the validity of the grievance and render  
5 a decision appropriate to that determination. Employer grievances shall be initiated at step 4 of the  
6 grievance procedure. By mutual agreement, the parties may call in a mediator in place of the  
7 grievance panel and OHRM Director, to attempt to resolve the dispute. The parties shall jointly  
8 select the mediator, who will hear both sides of the dispute and attempt to bring the parties to an  
9 agreement. The mediator may not bind the parties to any agreement, as mediation is a voluntary  
10 process. Parties are encouraged to participate in good faith mediation and nothing the mediator  
11 says shall be admissible in an arbitration.

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

23 The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
24 this Agreement, but shall have the power only to apply and interpret the provisions of this  
25 Agreement in reaching a decision.  
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1 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne  
2 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's  
3 behalf.

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

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

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

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

14 **Section 7. Just Cause/Progressive Discipline:** No employee may be discharged,  
15 suspended without pay, or disciplined in any way except for just cause. In addition, the County  
16 will employ the concept of progressive discipline in appropriate cases. The County's policy is that  
17 discipline is corrective, rather than punitive in nature. It is understood that there may be egregious  
18 cases that may result in discharge, disciplinary transfer, or other disciplinary action that do not  
19 require corrective action.

20 Written reprimands may not be used for purposes of progressive discipline once three<sup>4</sup> (3)  
21 years have passed from the date the reprimand was issued, and the employer has documented no  
22 similar problems with the employee during this three (3) year time period. In those instances  
23 where disciplinary action is based on reasonable evidence of the commission of a crime, or the  
24 proposed discipline involves suspension or termination of the employee, the-grievance procedure  
25 will begin at Step 3, unless step 3 is waived by mutual agreement of parties, in which case the  
26 procedure will begin at the next appropriate step.  
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1           Section 8. Probationary Period: All newly hired and promoted employees must serve a  
 2 probationary period as defined in RCW 41.14 and Civil Service Rules, the Administrative  
 3 Guidelines for the Career Service, and the personnel rules covering the Seattle King County Health  
 4 Department. As the above specify that the probationary period is an extension of the hiring  
 5 process, the provisions of this Article will not apply to employees if they are discharged\_during  
 6 their initial probationary period, or are demoted during the promotional probationary period for  
 7 performance related issues. Grievances brought by probationary employees involving issues other  
 8 than discharge or demotion may be processed in accordance with this Article.

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

1 ARTICLE 13: BULLETIN BOARDS

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

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

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

1 ARTICLE 15: SAVINGS CLAUSE

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

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1 ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

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

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1 ARTICLE 18: REDUCTION-IN-FORCE

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

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

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


1 ARTICLE 19: DURATION

2  
3 This Agreement shall be effective from January 1, 1995 through December 31, 1997.  
4 Written notice of desire to modify this agreement shall be served by either party upon the other at  
5 least sixty (60) days prior to the date of expiration, namely October 31, 1997.

6  
7 APPROVED this 20<sup>th</sup> day of January, 1996

8  
9  
10   
11 KING COUNTY EXECUTIVE

11 SIGNATORY ORGANIZATION:

12  
13   
14 Public Safety Employees, Local 519

15  
16 c:\cba\519-pse\non-com\cfinal.doc

**PUBLIC SAFETY EMPLOYEES, LOCAL 519**  
**NON-COMMISSIONED PERSONNEL**  
**ADDENDUM A**  
(Effective January 1, 1995)

Union code 0519B

**DEPARTMENT OF PUBLIC HEALTH**  
**CEDAR HILLS & NORTH REHABILITATION FACILITY**

Class code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4007	Office Assistant III	1908.90	1999.64	2047.22	2096.05	2146.11	2197.33	2249.89	2303.79	2359.06	2415.62
4012	Office Technician I	2048.39	2146.11	2197.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02
4013	Office Technician II	2147.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02	2656.52	2720.56

Class Code	Classification	Step 1 Start	Step 2 12 Mos	Step 3 24 Mos	Step 4 36 Mos	Step 5 48 Mos	Step 6 60 Mos		
4176	Chemical Dependency Counselor								
	Hired prior to 1/1/84	2085.33	2236.50	2399.18	2516.44	2636.67	2764.47	2898.79	
	Hired on or after 1/1/84	2085.33	2236.50	2399.18	2516.44	2636.67			
4180	Alcohol Maintenance Leader	2283.08	2391.79	2507.37	2628.82				
4181	Alcohol Group Leader	1860.41	1941.43	2027.53	2117.99				
4266	Training Instructor	King County Pay Range 44							
4130	Chemical Dependency Transfer Driver	King County Pay Range 29							

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**PUBLIC SAFETY EMPLOYEES, LOCAL 519**  
**NON-COMMISSIONED PERSONNEL**  
**ADDENDUM A**  
(Effective January 1, 1995)

Union code 0519B

**DEPARTMENT OF PUBLIC SAFETY**

Class Code	Classification	Step 1 Start	Step 2 12 Mos	Step 3 24 Mos	Step 4 36 Mos	Step 5 54 Mos	
7431	Resource Allocation Specialist	3506.73	3676.37	3856.75	4046.26	4348.66	
7435	Cashier - D.P.S.	2173.01	2276.64	2383.07	2494.93	2618.70	
7445	Civil Supervisor	2885.67	3001.78	3124.03	3252.39	3530.62	
7241	Personnel Specialist	King County Pay Range 45					
7447	Records Supervisor	2855.11	3065.56	3215.96	3374.00	3626.13	

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0001	Office Aide	1477.41	1546.55	1582.78	1620.05	1658.27	1697.29	1737.38	1778.43	1820.44	1863.60
0012	Office Technician I	2048.39	2146.11	2197.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02
0013	Office Technician II	2147.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02	2656.52	2720.56
0014	Office Technician III	2416.96	2533.10	2594.02	2656.52	2720.56	2786.19	2853.50	2922.46	2993.19	3065.56
7464	Asian Community Liaison	3376.00	3540.03	3626.14	3714.38	3804.85	3897.60	3992.71	4090.20	4190.08	4292.44
7417	Secretary II	2305.04	2415.62	2473.64	2533.10	2594.02	2656.52	2720.56	2786.19	2853.50	2922.46

Class Code	Classification	Step 1 Start	Step 2 12 Mos	Step 3 24 Mos	Step 4 36 Mos	Step 5 54 Mos
7460	Evidence & Supply Clerk	2265.69	2373.18	2484.10	2601.68	2725.95
7462	Community Service Officer	2636.70	2768.54	2906.99	3052.36	3204.97
7471	Identification Technician	2672.55	2806.16	2946.49	3093.80	3248.50
7473	Latent Fingerprint Examiner	3420.91	3591.93	3771.57	3960.10	4158.15
7482	Photographer II	3011.44	3155.04	3307.87	3390.56	3475.32
7484	Polygraph Examiner	3437.36	3634.27	3808.52	4025.04	5027.46
7485	Latent Fingerprint/ Photo Supervisor	3899.84	4094.79	4299.59	4514.53	4740.28
7486	10-Print Unit Supervisor	3046.71	3199.02	3359.02	3526.92	3703.30
7489	Jail I.D. Unit Supervisor	3046.71	3199.02	3359.02	3526.92	3703.30
7495	Planner/Analyst	3506.73	3676.37	3856.74	4046.25	4348.66

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**PUBLIC SAFETY EMPLOYEES, LOCAL 519**  
**NON-COMMISSIONED PERSONNEL**  
**ADDENDUM A**  
(Effective January 1, 1995)

Union code 0519B

**DEPARTMENT OF ADULT DETENTION**

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
0007	Office Assistant III	1908.90	1999.64	2047.22	2096.05	2146.11	2197.33	2249.89	2303.79	2359.06	2415.62
0012	Office Technician I	2048.39	2146.11	2197.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02
0013	Office Technician II	2147.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02	2656.52	2720.56
*0014	Office Technician III	King County Pay Range 36 (35 Hour Rate)									

Class Code	Classification	Step 1 Start	Step 2 12 Mos	Step 3 24 Mos	Step 4 36 Mos	Step 5 54 Mos
1430	Work Release Caseworker	3141.66	3374.00	3540.02	3714.37	3992.70
1431	Elec. Home Det. Monitor	3375.99	3626.13	3804.87	3992.70	4292.45

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1406	Jail Receptionist	1922.47	2014.17	2062.25	2111.58	2162.16	2214.05	2267.12	2321.58	2377.38	2434.56
1413	Jail Mail Clerk	1908.90	1999.64	2047.22	2096.05	2146.11	2197.33	2249.89	2303.79	2359.06	2415.62
1429	Records Mgmt. Coordinator	2147.33	2249.89	2303.79	2359.06	2415.62	2473.64	2533.10	2594.02	2656.52	2720.56

\* Includes only the following four (4) Office Technician IIIs: Two (2) Office Technician IIIs working in Administration Services, an Office Technician III in Jail Planning, and the Office Technician III in Jail Operations.

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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, 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. 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. For employees hired on or after January 1, 1996, such employees will also advance from their entrance step to the step increment granted upon completion of probation, and annually on their anniversary dates thereafter.
4. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department..
5. 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.
6. 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.

**PUBLIC SAFETY EMPLOYEES, LOCAL 519  
NON-COMMISSIONED PERSONNEL  
ADDENDUM B  
(Effective January 1, 1996)**

Union code 0519B

**Department of Public Health  
Cedar Hills & North Rehabilitation Facility**

Class Code	Classification	
4176	Chemical Dependency Counselor	Will be placed on King County Pay Range 37 (see below for step placement)*
4181	Alcohol Group Leader**	Will be placed on King County Pay Range 28 (see below for step placement)**

\* Step placement as follows: Counselors on at top step (\$30,808 per year) on 12/31/95 shall be placed at step 9 of King County Range 37 on 1/1/96. Step 4 Counselors shall be placed on step 8, etc.

\*\* Step placement as follows: Alcohol Group Leaders (AGLs) at top step of the schedule on 12/31/95 shall be placed on step 9 of King County Pay Range 28 on 1/1/96. AGLs at step 3 shall be placed on step 8, etc.

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ADDENDUM C

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

1. 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.

2. Party:

One of two parties to this collective bargaining agreement, King County or Public Safety Employees, Local 519.

3. Temporary 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.

4. Temporary Employee:

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

5. Regular Part-Time Position:

A position normally requiring the services of an employee for less than a standard 35-40 hour work week.

Agreement Between King County and Public Safety Employees Local 519  
Concerning Non Commissioned Employees Bargaining Unit

RE: Memorandum of Understanding on Cost of Living Increase (COLA), & Leave Benefits with Respect to the Collective Bargaining Agreement Between Public Safety Employees Local 519 Non Commissioned Bargaining Unit (Union) and King County (County)

- 1. **Leave Benefits:** The parties agree that if the King County Council passes an ordinance increasing or decreasing the sick leave or vacation benefits schedule for non-represented employees in 1995, 1996, or 1997, either party may request reopener on article(s) affected by this change.
- 2. **COLA:** The parties agree that in the event the King County Council passes an ordinance in 1995, 1996, or 1997 mandating a uniform 100% of CPI COLA for all King County employees. This bargaining unit will be offered the same.

The terms outlined in this agreement are effective from the date both parties sign the agreement through December 31, 1997. Except COLA (item number 3) which will be effective on the same date that it is made effective to non-represented employees.

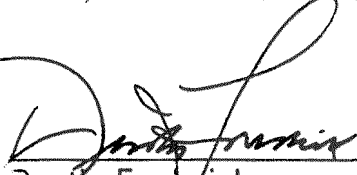
In the event the County Executive fails to sign the collective bargaining agreement concerning 519 Non Commissioned employees tentatively agreed to by the parties, or the King County Council fails to pass such agreement into ordinance, this agreement becomes null and void.

*I agree to the above terms on behalf of King County*

*I agree to the above terms on behalf of PSE Local 519*

  
\_\_\_\_\_  
Deborah Bellam  
Labor Negotiator

Date: 12/14/95

  
\_\_\_\_\_  
Justin Frederick  
Business Manager

Date: 12/11/95

DB:agm  
c:\rm\db\519\mou4

cc: James Montgomery, Sheriff-Director, Department of Public Safety  
Captain John Beard, Communications Section, DPS

Agreement Between King County and Public Safety Employees Local 519  
Relating to Non Commissioned  
Collective Bargaining Agreement

King County, represented by Deborah Bellam, and Public Safety Employees Local 519, represented by Dustin Frederick, having just concluded collective bargaining with the above referenced bargaining unit, agree to the following terms with respect to the collective bargaining agreement:

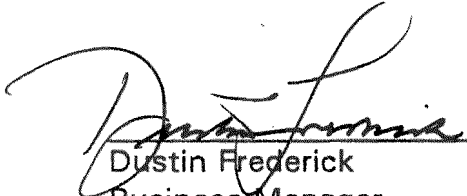
- 1. Article 8, section 6: The agreed upon language is not designed to evade any overtime requirements under state or federal minimum wage laws. The language will be interpreted consistent with these laws.
- 2. Article 8, section 7: The agreed upon language is not designed to evade any Fair Labor Standards Act (FLSA) requirements, and such language will be interpreted consistently with such requirements.
- 3. Article 8, section 1: The agreed upon language concerning computation of overtime will be interpreted consistent with the FLSA.

*I agree to the above referenced terms on behalf of King County:*

  
\_\_\_\_\_  
Deborah Bellam, Esq.  
Labor Negotiator

12/24/95  
Date

*I agree to the above referenced terms on behalf of Local 519:*

  
\_\_\_\_\_  
Dustin Frederick  
Business Manager

12/11/95  
Date

Memorandum of Understanding  
Between  
King County and Public Safety Employees, Local 519  
Regarding Non-Commissioned Bargaining Unit

The parties, King County represented by Deborah Bellam and Public Safety Employees, Local 519 represented by Dustin Frederick, agree to the following:

1. No more than three employees may serve on the Union negotiating committee with pay during face-to-face negotiating meetings with the County. Time spent by more than three employees in face-to-face negotiations and all time spent by employees preparing for negotiations shall be unpaid.
3. The terms of this agreement are effective January 1, 1995 through December 31, 1997.

*Dustin Frederick 12/11/95*  
*D. Bellam 12/14/95*