

ORDINANCE NO. **12352**

AN ORDINANCE approving and adopting a memorandum of understanding and an Agreement negotiated by and between King County and Service Employees International Union, Local 6, representing employees in the Department of Community and Human Services; and establishing the effective date of said Agreements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Memorandum of Understanding negotiated between King County and, Service Employees International Union, Local 6, representing employees in the Department of Community and Human Services and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. The Collective Bargaining Agreement negotiated between King county and Service Employees International Union, Local 6, and attached hereto is hereby approved and adopted and by this reference made a part hereof.

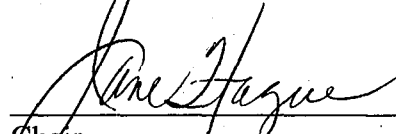
SECTION 3. Terms and conditions of the Memorandum of Understanding are effective from January 1, 1996 through and including April 30, 1996.

SECTION 4. Terms and conditions of the second Collective Bargaining Agreement are effective May 1, 1996 through and including April 30, 1999.


INTRODUCED AND READ for the first time this 10th day of June, 19 96.

PASSED by a vote of 13 to 0 this 24th day of June, 19 96.


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 30th day of July, 19 96.


King County Executive

Attachment:
Collective Bargaining Agreement

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

These articles constitute an agreement, 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.

1 ARTICLE 1: PURPOSE

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

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1 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION**

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

4 **Section 2.**

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

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

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

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

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

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

11 **Section 6.**

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

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

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

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

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

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

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

1 ARTICLE 5: SAVINGS CLAUSE

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

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1 ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 **ARTICLE 7: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

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

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

1 ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

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

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1 **ARTICLE 9: GRIEVANCE PROCEDURE**

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

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

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

10 **Section 2.** Procedure.

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

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

10 Step 4. If, after thorough discussion with the Division Manager, the grievance has not been
11 satisfactorily resolved, the written grievance shall then be presented to the Department Director or
12 his/her designee. All letters, memoranda, and other written materials shall be made available for the
13 review and consideration of the Department Director or designee. The Director or designee may
14 interview the employee and/or representative and receive any additional related evidence which may
15 be deemed pertinent to the grievance. The Director or designee shall make a written decision
16 available to the grievant and the Union within fourteen (14) calendar days. If the grievance is not
17 pursued to the next higher level within seven (7) calendar days of receipt of the Director's or
18 designee's response, it shall be presumed resolved.

19 Step 5. If, after thorough evaluation, the decision of the Department Director has not resolved
20 the grievance to the satisfaction of the employee, the grievance may be presented to a committee
21 comprised of one representative from the Union, one representative from the Department and the
22 Personnel Manager or his/her designee, who shall also act as Chairman. The Union representative
23 and/or the Department representative may be subject to challenge for cause.

24 This committee shall convene a hearing for the purpose of resolving the grievance. Both
25 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings
26 shall be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to.
27 The committee shall render a decision within fourteen (14) calendar days.
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1 Step 6. Either the County or the Union may request arbitration within 30 days of conclusion
2 of Step 5, and must specify the exact question which it wishes arbitrated and the remedy sought. The
3 committee shall then select a third disinterested party to serve as an arbitrator.

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

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

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

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

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

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

27 **Section 4.** If employees have access to multiple procedures for adjudicating grievances, then
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1 selection by the employee of one procedure will preclude access to other procedures; selection is to
2 be made no later than at the conclusion of Step 5 of this grievance procedure.

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

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

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

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

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

10 **Section 4.** Seniority shall be defined as follows:

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

- 13 1) An employee in the bargaining unit who resigns and returns to work shall have all
14 seniority restored, provided the break in service is two years or less.
- 15 2) Seniority shall continue to accrue during any compensated absence from service or
16 during any leave of absence without pay for periods of thirty (30) calendar days or
17 less.
- 18 3) Seniority shall be retained but shall not continue to accrue during that period of an
19 authorized leave of absence without pay that exceeds thirty (30) calendar days.
- 20 4) Crisis and Commitment supervisors who previously occupied a position in the
21 bargaining unit shall have all time worked as a Crisis and Commitment supervisor
22 count toward seniority if they return to the bargaining unit.
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1 **ARTICLE 11: HOURS OF WORK**

2 **Section 1.**

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

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

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

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

26 **Section 3.** Personal leave time will not be lost when an employee terminates, however, it
27 shall be used prior to an employee's retirement.
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1 ARTICLE 12: VACATIONS

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

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

	<u>Years of</u>	<u>Maximum Annual</u>
	<u>Service</u>	<u>Vacation Accrual</u>
10 Upon hire to end of year	5	90
11 Upon beginning of year	6	112.5
12	9	120
13	11	150
14	17	157.5
15	18	165
16	19	172.5
17	20	180
18	21	187.5
19	22	195
20	23	202.5
21	24	210
22	25	217.5
23	26	225

24 Notwithstanding the vacation leave schedule set forth above, the following full-time regular
 25 employees shall accrue vacation leave as follows:

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

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

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

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

11 **Section 4.** Employees may accrue up to 450 hours of vacation. Employees may continue to
12 accrue additional vacation beyond the maximum specified herein, if as a result of cyclical workloads
13 or work assignments, accrued vacation would be lost.

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

16 **Section 6.** Employees, , shall submit their initial vacation requests prior to the first of
17 February each year. Division management shall develop a preliminary vacation schedule for the
18 twelve month period of March 1 to February 29, granting to the extent possible, requested vacation
19 dates in the order established by the random draw. Vacation requests for the first round shall be in
20 increments of not less than one week's duration and not more than four weeks' duration during June,
21 July, August, December. A week is defined as Saturday through Friday and any portion of a week
22 counts as a week for vacation draw requests. Three (3) employees, may be scheduled for vacation at
23 any time unless a greater number is approved by the Division Manager. Additional vacation periods
24 may be granted to requesting employees in the reverse of the order established by the random draw,
25 using new requests submitted for this second round. Requests for the second round shall be limited to
26 not more than two weeks. Following completion of rounds one and two described above, the final
27 vacation schedule shall be posted on or before the first of March each year. The order established by
28 the random draw shall be revised in successive year(s) by moving those employees who did not

1 receive their first requested dates to the top of the list in the same order. New employees shall be
2 placed at the bottom of the list at the time of their employment.

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

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

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

19 **Section 10.** The parties agree that only the first 240 hours of unused annual leave shall be
20 included in a retiring employee's income for purposes of calculating final average compensation for
21 employees covered under PERS I. Vacation hours accrued in excess of two hundred forty (240) hours
22 must be used prior to the employee's date of retirement or such excess hours shall be lost.

1 **ARTICLE 13: SICK LEAVE**

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

7 **Section 2.** Employees are eligible to use accrued sick leave for the following reasons:

8 (a) Employee illness;

9 (b) Noncompensable injury of an employee (e.g., those injuries generally not eligible for
10 worker's compensation payments);

11 (c) Employee disability due to pregnancy or childbirth;

12 (d) Employee exposure to contagious diseases and resulting quarantine;

13 (e) Employee keeping medical, dental, or optical appointments, provided that employees
14 shall make a reasonable effort to schedule appointments on their time off in order to minimize the
15 impact on Department operations.

16 (f) An employee may use accrued sick leave for caring for his or her child under the age of 18
17 who suffers from a health condition that requires medical treatment or supervision.

18 **Section 3.** After six (6) months of full-time service a regular employee may, at his/her
19 department management's discretion, be permitted to use up to one-half (1/2) of his/her accruing
20 vacation as an essential extension of used sick leave. If an employee does not work a full 12 months
21 any vacation credit used for sick leave must be reimbursed to the County upon termination.

22 **Section 4.** In any instance involving use of a fraction of days sick leave, the minimum charge
23 to the employee's sick leave account shall be 1/2 hour. The Division Manager shall be responsible for
24 the proper administration of the sick leave benefit privilege. The employee may be required to
25 furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the
26 appointing authority.

27 **Section 5.** New employees shall begin earning sick leave from the first of the month
28 following the month in which continuous service commenced.

1 **Section 6. Family Care and Death/Bereavement Leave:**

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

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

7 **(c)** Regular, full-time employees shall be entitled to three scheduled shifts of family care sick
8 leave per occurrence under these and similar circumstances:

9 1) When the employee certifies that no other person is available and capable of
10 providing care of the ill or injured family member.

11 2) For accompanying or transporting immediate family members to medical or dental
12 appointments, providing the immediate family member is a minor child, is infirm, or
13 cannot reasonably get to and from the appointment without the employee's aid.

14 3) For a male employee on the day his wife gives birth to a child and on the day she is
15 released from the hospital.

16 4) For the hospitalization of a member of the immediate family on the day of an
17 operation or in the event of critical illness.

18 5) Each request for family care sick leave must be verified in writing. This
19 verification shall include the relationship of immediate family member and a statement
20 of the need for care or attendance.

21 6) Department management may require a physician's verification of any employee's
22 need for care or attendance.

23 **(d)** In cases of family care where no sick leave benefits exist, the employee may be granted
24 leave without pay or vacation.

25 **(e)** In the application of any of the foregoing provisions, when a holiday or regular day off
26 falls within the prescribed period of absence, it shall not be charged to bereavement leave or sick
27 leave.

1 **Section 7.** Sick leave shall not be used in lieu of vacation, but with the approval of the
2 supervisor vacation or personal leave time off may be used in lieu of sick leave, after accrued sick
3 leave has been exhausted.

4 **Section 8.** Termination of an employee's continuous service, except by reason of temporary
5 lay-off for lack of work or funds, shall cancel all sick leave accrued to the time of such termination.
6 Should the employee resign in good standing and return to County employment within two (2) years,
7 accrued sick leave shall be restored. No payment shall be made to any employee for unused sick
8 leave accumulated to his/her credit at the time of termination of employment, regardless of the reason
9 therefor, except as provided by Section 13 below. The date of termination of employment shall be
10 considered as the date certified by the Division Manager as the last day worked and shall not include
11 the equivalent time involved in any overtime or vacation payoff made at the time of termination. The
12 provisions of this rule include termination of service by death.

13 **Section 9.** For purposes of this article, "immediate family" shall be limited to the children,
14 parents, siblings and spouse or domestic partner of the employee, son-in-law, daughter-in-law,
15 grandparents, grandchildren, father-in-law, mother-in-law, domestic partners child, domestic
16 partner's parents and spouse's children.

17 **Section 10.** Employees injured on the job cannot simultaneously collect sick leave and
18 worker's compensation payments greater than net regular pay of the employee. Administrative rules
19 have been established to allow for payments equal to net regular pay of employees qualifying under
20 worker's compensation.

21 **Section 11.** Sick leave because of an employee's physical incapacity will not be approved
22 when the injury or illness is directly traceable to employment other than with the County of King.

23 **Section 12.** Employees who request sick leave for the treatment of alcoholism or substance
24 abuse must produce proof of seeking and receiving treatment in a recognized and approved treatment
25 center. King County reserves the right to approve the treatment center.

26 **Section 13.** King County will reimburse those employees who have at least five (5) years
27 service and retire as a result of length of service, or who die, thirty-five percent (35%) of their unused
28 sick leave. All payments shall be made in cash, based on employees base rate, and there shall be no

1 deferred sick leave payments. Retirement, for the purposes of this article, shall mean any employee
2 who at the time of termination is eligible to begin receiving benefits immediately under the Public
3 Employees' Retirement System. The cash out of unused accrued sick leave shall not be included in
4 the calculation of the employee's retirement pension. All excess compensation, as defined by
5 applicable state law, is deemed never to have existed for purposes of employee pension. The County,
6 the Union and the employees recognize that the Department of Retirement Systems shall be notified
7 of these payments but that they shall not be included in the calculation of the employee's final
8 average compensation.

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1 **ARTICLE 14: HOLIDAYS**

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

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

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

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

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

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

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

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

1 **ARTICLE 15: EMPLOYEE RIGHTS**

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

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

9 **Section 3.** The employee and/or representative may examine the employee's personnel file(s)
10 if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job
11 performance or personal character shall be brought to his or her attention. The employee may
12 challenge the propriety of including it in the file(s). The employee shall have the right to insert
13 documentation into the file(s), providing such documentation is relevant to the challenge.
14 Unauthorized persons shall not have access to employee files or other personal data relating to their
15 employment.

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

1 **ARTICLE 16: MISCELLANEOUS**

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action.

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

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

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

19 **Section 5.** Matters of common concern to the parties will be the subject of Meet and Confer
20 discussion upon request of either Division Manager or Union Representative. Such meeting will be
21 scheduled at the mutual convenience of both parties.

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

27 **Section 7.** Job Sharing. The parties agree to continue discussions regarding a job sharing
28 policy.

1 **ARTICLE 17: WAGE RATES**

2 **Section 1.** Wage rates for 1996: Pay Range 53. (See attached Addendum A.) a 2.25%
3 increase.

4 **Section 2.** Effective January 1, 1997, wage rates in effect on December 31, 1996 shall be
5 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,
6 September 1995-September 1996 base year; provided, however, that the amount produced by
7 application of the foregoing shall not be less than 2% and not greater than 6%.

8 **Section 3.** Effective January 1, 1998, wage rates in effect on December 31, 1997 shall be
9 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,
10 September 1996-September 1997 base year; provided, however, that the amount produced by
11 application of the foregoing shall not be less than 2% and not greater than 6%.

12 **Section 4.** Effective January 1, 1999, wage rates in effect on December 31, 1998 shall be
13 increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities Index,
14 September 1997-September 1998 base year; provided, however, that the amount produced by
15 application of the foregoing shall not be less than 2% and not greater than 6%.

16 **Section 5.** New employees shall be hired at Step 1 of their respective pay range and advanced
17 to Step 2 after the successful completion of a six (6) month probation period. Advancement to Step 2
18 may be denied upon serving written notice to the employee specifying the reason thereof. Employees
19 on Step 2 through Step 10 will receive a one step increase effective January 1 of each year. The
20 parties agree to review the issue of annual step increases during the next contract negotiation to
21 determine if the department can afford to pay for annual increases.

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

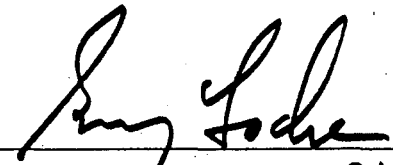
24	0 - 320 hours worked	90% of Step 1*
25	321 - 640 hours worked	100% of Step 1*
26	641 + hours worked or previous	110% of Step 1*
27	employment as a King County Designated Mental Health Professional.	

28 *These rates include payment in lieu of benefits.

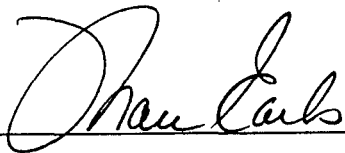
1 ARTICLE 18: DURATION

2 This Agreement shall become effective May 1, 1996 and shall continue in effect through and
3 including April 30, 1999 . Written notice of desire to modify this agreement shall be served by either
4 party upon the other at least sixty (60) days prior to the date of expiration, namely February 28, 1999.

5
6 APPROVED this 12th day of May, 1996.

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11 King County Executive 5-31-96

12 SIGNATORY ORGANIZATION:

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17 Service Employees International
18 Union - Local 6

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**1996 Addendum A
SEIU, Local 6
Involuntary Commitment Specialists**

Union code 0006C
2.25% increase for 1/1/96

PAY RANGE 53

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual	38,811.60	40,700.88	41,693.04	42,710.40	43,753.20	44,821.68	45,916.56	47,038.56	48,189.84	49,369.44
Monthly	3,234.30	3,391.74	3,474.42	3,559.20	3,646.10	3,735.14	3,826.38	3,919.88	4,015.82	4,114.12
S-Monthly	1,617.15	1,695.87	1,737.21	1,779.60	1,823.05	1,867.57	1,913.19	1,959.94	2,007.91	2,057.06
37.5 hour	19.90	20.87	21.38	21.90	22.43	22.98	23.54	24.12	24.71	25.31

Note: The hourly pay rates are listed for payroll purposes only.

TEMPORARY EMPLOYEES	
0 - 320 Hours Worked	\$17.91
321 - 640 Hours Worked	\$19.90
641 + Hours Worked or Previous employment as a King County Designated Mental Health Professional	\$21.89

12352

AGREEMENT
by and between
COUNTY OF KING, WASHINGTON
and
Service Employees International Union, Local 6
(Representing Involuntary Commitment Specialists)
January 1, 1996 through April 30, 1996

THIS AGREEMENT by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County and Service Employees International Union, Local 6 hereinafter referred to as the Union.

It is understood and agreed by and between the County and the Union that the following terms and conditions shall exist effective January 1, 1996.

1. Wage rates in effect on December 31, 1995 shall be increased by 2.25%.
2. Vacation and sick leave accrual shall reflect the new County rates for accrual.
3. Employees shall receive personal leave time at the rate of 1 1/2 hour-for-one hour basis for work performed on New Year's Day and the Martin Luther King holiday.
4. Employees with less than 6 years service will receive a one time adjustment to their vacation.
5. Temporary Employees will be paid per the following schedule:

0 to 320	hours worked	90% of Step 1
321 to 640	hours worked	100% of Step 1
641 +	hours worked	110% of Step 1

Service Employees
International Union, Local 6

King County

Don Lutz

Emily Locke

Date 5/13/96

Date 5-30-96