

SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC SAFETY EMPLOYEES - LOCAL 519
NON-COMMISSIONED EMPLOYEES
AT THE KING COUNTY DEPARTMENT OF PUBLIC HEALTH
(AND NORTH REHABILITATION FACILITY),
DEPARTMENT OF ADULT DETENTION,
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
AND THE SHERIFF'S OFFICE

13589

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	UNION RECOGNITION AND MEMBERSHIP.....	2
ARTICLE 3:	RIGHTS OF MANAGEMENT.....	4
ARTICLE 4:	HOLIDAYS.....	6
ARTICLE 5:	VACATIONS.....	8
ARTICLE 6:	SICK LEAVE.....	11
ARTICLE 7:	WAGE RATES.....	14
ARTICLE 8:	OVERTIME.....	22
ARTICLE 9:	HOURS OF WORK.....	25
ARTICLE 10:	MEDICAL, DENTAL & LIFE INSURANCE.....	27
ARTICLE 11:	MISCELLANEOUS.....	28
ARTICLE 12:	GRIEVANCE PROCEDURE.....	30
ARTICLE 13:	BULLETIN BOARD.....	35
ARTICLE 14:	NON-DISCRIMINATION.....	36
ARTICLE 15:	SAVINGS CLAUSE.....	37
ARTICLE 16:	WORK STOPPAGE AND EMPLOYER PROTECTION.....	38
ARTICLE 17:	WAIVER CLAUSE.....	39
ARTICLE 18:	REDUCTION-IN-FORCE.....	40
ARTICLE 19:	DURATION.....	41
ADDENDUM A	Wages and Step Progression	
ADDENDUM B	Definitions	
ADDENDUM C	Work Out of Class Work	
ADDENDUM D	FMLA Ordinance, No. 13377	
ADDENDUM E	Coalition Bargaining of Classification/Compensation Project implementation for Administrative Support Group	

13589

**SERVICE EMPLOYEES INTERNATIONAL UNION
PUBLIC SAFETY EMPLOYEES - LOCAL 519
NON-COMMISSIONED EMPLOYEES
AT THE KING COUNTY DEPARTMENT OF PUBLIC HEALTH
(AND NORTH REHABILITATION FACILITY),
DEPARTMENT OF ADULT DETENTION,
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
AND THE SHERIFF'S OFFICE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 King County 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.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County Council recognizes the signatory organization as representing those regular full-time and regular part-time career service, civil service, and probationary employees whose job classifications are listed in attached Addendum A (Wage Rates). The County also recognizes the signatory organization as representing those temporary and term limited employees (as opposed to regular employees) whose job classifications are listed in attached Addendum A (Wage Rates), and who meet Washington State Public Employment Relations Commission's definition of "employee".

Temporary and term limited employees (defined in Addendum B (Definitions)) however, are covered only by Article 7 (Wages) and Addendum A (Wage Rates) of this collective bargaining agreement. No other provision in this collective bargaining agreement applies to temporary or term limited employees.

Vacation, sick leave, holidays and health care benefits for temporary and term limited employees shall be governed by King County Code, Section 3.12.

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

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

Provided, however, employees who hold genuine religious beliefs or tenets which object to membership in the Union, as provided by state and federal law, shall not be required to tender those dues or initiation fees to the Union as a condition of employment. Such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity mutually agreed upon between the public employee and the Union. The employee shall furnish

1 written proof that payment to the agreed upon non-religious charity has been made. If the employee
2 and the Union cannot agree on the non-religious charity, the Public Employment Relations
3 Commission shall designate the charitable organization. It shall be the obligation of the employee
4 requesting or claiming the religious exemption to show proof to the Union that he/she is eligible for
5 such exemption.

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

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

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

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

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

ARTICLE 3: RIGHTS OF MANAGEMENT

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to:

A. determining the mission, budget, organization, number of employees, and internal security practices of the Departments;

B. recruiting, examining, evaluating, promoting, training, transferring employees of its choosing, and determining the time and methods of such action, discipline, suspension, demotion, or dismissal of employees for just cause. When a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of Article 12;

C. assigning and directing the work force;

D. developing and modifying class specifications;

E. determining the method, materials, and tools to accomplish the work;

F. designating duty stations and assigning employees to those duty stations;

G. reducing the work force;

H. establishing reasonable work rules;

I. assigning the hours of work;

J. taking whatever actions may be necessary to carry out the Department's mission in case of emergency.

K. Bi-weekly pay: the right to define and implement changes to the bi-weekly payroll system is vested exclusively in King County. Implementation of such system may include, but is not limited to, the conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make necessary changes to the payroll system.

L. The departments may change or modify or implement requirements with respect to uniforms worn by their employees.

M. Requiring employees to serve a period of probation that does not exceed one year.

N. Assigning bargaining unit work to any member of the bargaining unit, consistent with the memorandum of understanding on this subject, attached as Addendum C, and consistent with Article 7, Section 5.

1 In prescribing policies and procedures relating to personnel and practices, and to the
2 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
3 as appropriate. However, the parties agree that the Employer retains the right to implement any
4 changes to policies or practices that are not mandatory subjects of bargaining. All of the functions,
5 rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this
6 Agreement are recognized by the Union as being retained by the Employer.

- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1 **ARTICLE 4: HOLIDAYS**

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

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

14
15
16 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW
17 1.16.050, as amended. Provided further, that employees who work in a twenty-four hour, seven day
18 per week operation shall observe the following four (4) holidays on the specific dates listed below.
19 Examples of the twenty-four hour operations are: AFIS division of the Sheriff's Office, and both
20 Department of Adult Detention Facilities. For these specific named holidays, overtime will be paid
21 only on the dates listed below:
22

23 Holiday	Date of Observance and Overtime Payment
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

1 **Section 2. If Holiday falls on furlough:** If a holiday (as defined in Section 1) falls on an
2 eligible employee's furlough day, the employee is entitled to either schedule a day off some other
3 time (to be scheduled like vacation) or to receive an extra day's pay at the employer's option.

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

8 **Section 4. Floating Holiday:** Each employee shall receive two (2) additional personal
9 holidays to be administered through the vacation plan. One day shall be granted on the first of
10 October and one day on the first of November of each year. These days can be used in the same
11 manner as any vacation day earned.

12 **Section 5. Holiday Pay Eligibility:** An employee must be in a pay status the day prior to and
13 the day following a holiday to be eligible for holiday pay.

14 **Section 6. Pro-Rata Benefits:** Regular part-time employees will receive holiday benefits
15 based upon the ratio of hours actually worked (less overtime) to a standard work year.

1 **ARTICLE 5: VACATIONS**

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

Full Years of Service	Maximum Annual Leave in Days
Upon hire through end of year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

23 **Section 1.a. Accrual - 35 Hour Employees:** Regular employees working less than 40 hours
 24 per week shall receive pro rated vacation benefits.

25 **Section 2. Monthly Accrual - Vacation Holidays and Sick Leave:** Employees with one or
 26 more continuous years of service shall accrue vacation benefits monthly pursuant to King County
 27 policy and ordinances. Employees shall be charged vacation based on their daily work schedule (8
 28 hour, 7.5 hour, or 7 hour).

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

3 **Section 3. Regular Part Time Employees:**

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

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

12 **Section 5. Leave Increments:** Vacation, sick leave and unpaid leave may be used in one-
13 fourth (1/4) hour increments only at the discretion of the department director or his/her appointed
14 designee.

15 **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, the
16 employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation.
17 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum
18 A and shall also include longevity incentive pay for those who receive it. The hourly rate shall be
19 determined by dividing the annual rate of pay by the number of work hours in that year.

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

23 **Section 8. Excess Vacation:** All employees may continue to accrue additional vacation
24 beyond the maximum specified herein if, as a result of cyclical workloads or work assignments,
25 accrued vacation will be lost. Employees who leave King County employment for any reason will be
26 paid for their unused vacation up to the maximum specified herein. Employees shall forfeit the
27 excess accrual prior to December 31st of each year.

28 **Section 9. Vacation Preference:** In accordance with past practice, vacation shall be granted

1 on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee
2 with the approval of the Division Commander for the King County Sheriff's Office; for Cedar
3 Hills/E.C.U. or North Rehabilitation Facility employees, the appropriate facility administrator; and
4 for the Department of Adult Detention employees the director or his designee. Employees who are
5 transferred involuntarily, and who have already had their vacation request approved as specified
6 above, will be allowed to retain that vacation period regardless of their seniority within the new shift,
7 squad, or unit to which they are transferred.

8 **Section 10. Vacation Transfer:** Employees may transfer accrued vacation hours to other
9 eligible King County Employees consistent with King County policy and ordinances.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ARTICLE 6: SICK LEAVE

2 **Section 1. Accrual:** Regular full-time employees, and regular part-time employees who
3 receive vacation and sick leave shall accrue sick leave benefits at the rate of 0.04616 hours for each
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month; except that
5 sick leave shall not begin to accrue until the first of the month following the month in which the
6 employee commenced employment. The employee is not entitled to sick leave if not previously
7 earned.

8 **Section 2. Sick Leave Extension:** After the first six months of full-time service, a regular
9 employee may, at the division manager's discretion, be permitted to use up to five days of vacation as
10 an essential extension of used sick leave. If an employee does not work a full twelve months, any
11 vacation credit used for sick leave must be reimbursed to the County upon termination.

12 **Section 3. Increments:** Sick leave may be used in one-quarter (1/4) hour increments at the
13 discretion of the division manager or department director.

14 **Section 4. No Sick Leave Limit:** There shall be no limit to the hours of sick leave benefits
15 accrued by an employee.

16 **Section 5. Verification of Illness:** Department management is responsible for the proper
17 administration of the sick leave benefit. Verification of illness from a licensed physician may be
18 required for any requested sick leave absence.

19 **Section 6. Separation from Employment:** Separation from County employment except by
20 reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick
21 leave currently accrued to the employee. Should the employee resign in good standing or be laid off
22 and return to the County within two years, accrued sick leave shall be restored.

23 **Section 7. Pregnancy Disability:** Accrued sick leave may be used for absence due to
24 temporary disability caused by pregnancy.

25 **Section 8. Other Than County Employment:** Sick leave because of an employee's physical
26 incapacity shall not be approved where the injury is directly traceable to employment other than with
27 the County.

28 **Section 9. Sick Leave Cashout:** Employees eligible to accrue sick leave and who have

1 successfully completed at least five (5) years of County service and who retire as a result of length of
2 service or who leave the County's employment in good standing after twenty-five (25) years or more
3 or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW
4 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick
5 leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment
6 less mandatory withholdings.

7 **Section 10. Maximum Compensation:** Employees injured on the job may not
8 simultaneously collect sick leave and workers' compensation payments in a total amount greater than
9 the net regular pay of the employee. Provided that employees who qualify for workers' compensation
10 may receive payments equal to net regular pay.

11 **Section 11. Uses of Sick Leave:** Employees are eligible for payment on account of illness
12 for the following reasons:

- 13 A. Employee illness;
- 14 B. Noncompensable injury of an employee (e.g., those injuries generally not eligible
15 for worker's compensation payments);
- 16 C. Employee disability due to pregnancy or childbirth;
- 17 D. Employee exposure to contagious diseases and resulting quarantine;
- 18 E. Employee keeping medical, dental, or optical appointments.
- 19 F. Employee caring for a child of the employee under the age of eighteen (18) with a
20 health condition that requires treatment or supervision (pursuant to RCW 49.12.270).

21 **Section 12. Family Care and Bereavement Leave:**

- 22 A. Regular, full-time employees shall be entitled to three (3) working days (24 hours)
23 of bereavement leave a year due to death of members of their immediate family.
- 24 B. Regular, full-time employees who have exhausted their bereavement leave, shall be
25 entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death
26 occurs to a member of the employee's immediate family.
- 27 C. Bargaining unit members shall be granted benefits consistent with all provisions of
28 King County's Family and Medical Leave Act (FMLA) Ordinance, No. 13377, attached Addendum

1 D. This includes but is not limited to eligibility requirements, terms, conditions and restrictions.

2 D. In cases of family care where no sick leave benefit is authorized or exists, the
3 employee may be granted leave without pay, consistent with the terms of King County's FMLA
4 Ordinance, No. 13377.

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

7 **Section 13. Sick Leave Incentive:** In January of each calendar year, employee sick leave
8 usage will be reviewed. Regular, full-time employees who have used sixteen (16) or less hours of
9 sick leave during the entire preceding calendar year shall be rewarded by having sixteen (16)
10 additional hours credited to their vacation account. Employees who have used more than sixteen (16)
11 but less than thirty-three (33) sick leave hours shall have eight (8) additional hours credited to their
12 vacation account. The additional vacation credits specified herein shall not affect sick leave amounts.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 7: WAGE RATES

Section 1. Rates of Pay: Wage rates for 1999 shall be as listed in Addendum A and shall be effective beginning January 1, 1999, or for Section 5 (Employee Incentive/Career Development Program) on January 1, 2000. Wage rates for regular part-time employees shall be prorated based upon the ratio of hours actually worked to the standard 40-hour workweek.

The parties agree that the wage rates for the Administrative Support Series classifications are those rates which were arrived at as part of the Coalition Bargaining Agreement reached in the Joint Labor Management Coalition bargaining of Classification/Compensation of which Local 519 was a party.

Section 2. Effective January 1, 2000 all wage rates in effect for the classifications listed in Addendum A shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W, September 1998 to September 1999; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

Effective January 1, 2001 all wage rates in effect for the classifications listed in Addendum A shall receive a cost of living 90% of the increase of the Consumer Price Index CPI-W, September 1999 to September 2000; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

Except those employees whose wage rates are negotiated in the Joint Labor/Management Coalition Bargaining (implementation of Classification/Compensation Project) whose wages are "Y" rated (frozen because their wage rates have been identified as being over the market average) by agreement of the parties, shall not receive a cost of living adjustment(s) until such time as the application of a cost of living adjustment(s) make the new top step pay rate equal to, or greater than, the employee's y-rated or frozen salary. The employee's pay rate will then be adjusted to the new top step pay rate.

Section 3. Reopener

The parties agree that either party may request to reopen Section 1 of this Article for the classifications listed below only if internal King County Classification/Compensation adjustments are made to the wage rates of these classifications in 1999. "Adjustments" means that settlements are

1 negotiated based on King County Classification/Compensation market data for the purpose of
2 achieving consistency with wages of the same classifications employed by King County.

3	
4	
5	King County Sheriff's Office
6	Business and Finance Officer I
7	Human Resource Analyst
8	Project/Program Manager II
9	Communications Specialist II
10	Information Systems Professional V
11	Photographer
12	Photographer Technician

13	
14	
15	Department of Public Health
16	Administrative Staff Assistant

17	
18	Department of Community & Human Services
19	Social Worker
20	

21 **Section 4.** Metropolitan King County Council Ordinance regarding
22 Classification/Compensation.

23 a. Implementation of classification allocation for all classifications covered under this
24 Agreement, except the Administrative Support series, is the date this Agreement is passed by the
25 Metro King County Council.

26 b. Pursuant to the provisions of the "coalition bargaining" Memorandum of
27 Understanding (Addendum E) the effective date of the classification allocation for the Administrative
28 Support series covered by the Memorandum of Understanding is the date the Memorandum of

1 Understanding was ratified by the Union (April 26, 1999).

2 c. It is agreed by the parties that the wage rates listed in Addendum A are in
3 compliance with the Classification/Compensation Ordinance # 11480.

4 **Section 5. Work Out of Class:** King County may assign an employee to work out of class
5 whenever an employee is assigned, in writing (such assignments must be in writing), by the division
6 manager or his/her designee, to perform the duties of a higher classification for a period of one full
7 working day or more, that employee shall be paid at the first step of the higher class or a minimum of
8 five percent (5%), whichever is greater, over the salary received prior to the assignment, for all time
9 spent while so assigned. King County may assign employees to perform the work of a lower
10 classification, but while so assigned, the employee will be paid at the rate of his/her normal
11 classification, consistent with Article 3(N.) and Addendum C.

12 **Section 6. Lead Worker Pay:** Employees assigned, in writing, by the division manager or
13 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent
14 (5%) greater than their regular rate for all time so assigned.

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

21 **Section 7. Salary on Promotions:** Any employee who is promoted to a higher classification
22 shall receive the beginning step for the higher classification or the next higher salary step as would
23 constitute a minimum of a five percent (5%) increase over the salary received prior to the promotion.

24 **Section 8. Employee Incentive/Career Development**

25 **Statement of Intent:** The intent of the parties is that this program is to be funded through
26 cost savings, including but not limited to the elimination of compensatory time. It is also the intent of
27 the parties that the cost of this program (employee incentive program) not exceed 1% of the total base
28 wages of the bargaining unit. Actual costs (necessary to evaluate this program) will be assessed at

1 the end of the contract term and the program will be re-negotiated as appropriate.

2 The parties agree that in addition to the costs, other factors that will be considered in
3 evaluating the program include the effectiveness of the program in improving productivity and
4 efficiencies (consistent with department adopted missions and goals in each of the departments
5 covered by this contract) the ease of administration, consistency in implementation, difficulties of
6 implementation, effect on employee morale, and administration costs and demands.

7 **A. Translation**

8 **Department of Adult Detention:** Employees will be paid five hundred
9 dollars (\$500) per year who are placed on a list by the Director as qualified to translate a language in
10 the work place identified by (Director or his/her designees) Management as a language for which
11 translation activity is necessary. Such employees must be fluent in the foreign language and be
12 approved by a Joint Management and Union selected three member native speaking community panel
13 who will judge the ability of the employee to fluently speak the specific language in question and by
14 the Department Director or his/her designee. Employees deemed eligible by the Director shall be
15 placed on a list. Employees who are placed on the list are eligible for the premium described above.

16 **King County Sheriff's Office/Public Health/Department of Community**
17 **and Human Services:** Regular full-time employees who are formally certified by the State of
18 Washington to perform interpreting/translation services may request that the Sheriff or Director or
19 his/her designee select the employee for purposes of placing the employee's name on a list to be
20 published and distributed annually within the department. Placement on such list is at the discretion
21 of the Sheriff, Director or designee.

22 Those employees named on such list are eligible and qualified to perform
23 translation/interpreting services for the department and are eligible to receive a five hundred dollar
24 (\$500) (flat rate) per year premium for such services. Payment will be made for the calendar year no
25 later than the first pay period in April of the year.

26 The intent of this provision is to compensate employees who may be called upon by their
27 departments on a regular basis to provide interpreting/translation services. It does not apply to any
28 employee whose class specification or job description requires such skills, and it is not intended that

1 people who are expected to do casual informal interpreting be placed on the list of employees eligible
2 for the premium. State Certification is at the employee's expense.

3 The departments agree to use only these employees on the "list" of eligibles to
4 interpret/translate in the formal manner described above, except in cases of emergency or when, due
5 to unforeseen circumstances, no one on the list can speak the language required. The departments
6 retain the right to hire interpreters/translators other than their own employees.

7 Examples of the situations anticipated by this premium include but are not limited to:

- 8 1) A prescheduled witness interview, or;
- 9 2) The translation of a legal document or a written witness statement into either
10 English or another language.

11 Examples of situations in which the departments would not be restricted to the "list" include
12 but are not limited to:

- 13 1) The reading of a citation by a Spanish speaking receptionist to a Spanish speaking
14 citizen who walks in off the street;
- 15 2) The same receptionist or another employee giving directions over the phone in a
16 language other than English.

17 This Section (A. Translation) is not subject to the grievance procedure contained in Article 12
18 of this collective bargaining agreement, except that the failure to pay the required premium after
19 placement on the list of eligibles, is subject to such procedure.

20 B. Training

21 Management has the right to appoint a Training Coordinator to perform group
22 training and to develop plans and processes to meet training needs. An employee so appointed will
23 receive fifty dollars (\$50) (flat rate) premium for each pay period in which this assignment is made
24 and services are used by the employer.

25 Employees who are selected to train must, in the department's view, have the
26 necessary skills/training to do formal group training, to assess training needs, develop training plans
27 and to track whether training needs have been met.

28 Supervisors and lead workers are not eligible for this premium. This section is not subject to

1 the grievance procedure, Article 12, except failure to pay the premium is subject to such procedure.

2 C. Budgetary Savings

3 Employees are eligible for a maximum of one hundred dollars (\$100), per calendar year as a
4 "bonus"/performance pay, when an employee demonstrates to the department Director or designee
5 that she/he has taken action or recommended action that has resulted in cost savings or additional
6 revenue for the department to which the employee is assigned. Such savings/additional revenue must
7 be a minimum of \$1,000 to qualify for this, "bonus"/performance pay. Request for such a
8 "bonus"/performance pay must be made initially with the employee's immediate supervisor who will
9 make a written recommendation that will proceed up the chain of command.

10 Request for the "bonus"/performance pay must be made by the employee within sixty (60)
11 days of the action taken by the employee or within sixty (60) days the budgetary savings is realized
12 by the particular department, whichever is greater.

13 The employee requesting this "bonus"/performance pay has the burden of providing
14 documentation as proof to the department that the cost savings was realized and that this employee
15 was responsible.

16 If a group of employees takes credit for the savings revenue or if more than one employee
17 requests the "bonus" (performance pay) for the same action, the department Director or designee shall
18 submit to the union a list of those employees the department believes appear to be eligible and the
19 union will select the employee who will receive the "bonus" or will respond with a recommendation
20 for dividing up the "bonus".

21 This section is not subject to the Article 12 grievance procedure in this collective bargaining
22 agreement, except that if the department determines that such action has resulted in savings/additional
23 revenue of a minimum of one thousand dollars(\$1,000) and the one hundred dollars(\$100) "bonus" is
24 not paid, this action may be grieved.

25 D. Education

26 The department will pay to qualified employees a premium of thirty to fifty dollars (\$30 to
27 \$50) per month (see below), provided that the employee has obtained a A.A., B.A. or M.A. degree
28 from any accredited state college.

Associate's Degree	(2 year Degree)	\$30 month premium
Bachelor's Degree	(4 year Degree)	\$40 month premium
Master's Degree		\$50 month premium

This section is subject to the grievance procedure.

Section 9. Longevity Pay: Employees working in job classifications in the King County Sheriff's Office, who were receiving longevity pay prior to the date of ratification by the King County Council, shall continue to receive longevity pay, including future longevity step increases, provided that they have not reached the top longevity step of twelve years (\$82.25), so long as they continue to work in a job classification which was eligible for longevity pay. Those employees who were hired prior to December 14, 1992 and who are working in job classifications in the King County Sheriff's Office which would have been eligible for longevity pay shall receive longevity pay at such time as they would have become eligible for such pay, so long as they remain in a job classification which was eligible for longevity under the previous collective bargaining agreement.

A. Those eligible employees, as outlined above, shall earn longevity as follows:

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

B. Longevity shall be paid beginning from the first of the month following the month the employee first qualified for the program.

Section 10. Shift Differentials: The value of the shift differential has been rolled over into the base wage of bargaining unit employees who previously received such differential, and is included in the wages outlined in the Addendum A (Wage Rates) to this contract. No employees shall receive shift differential as a separate premium.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Section 11. Reinstated Employees:

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

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

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

1 **ARTICLE 8: OVERTIME**

13589

2 **Section 1. Overtime:**

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

4

5 Hours Per Day	6 Hours Per Week	7 Hours Per Month
8 8.0	9 40	10 174
11 7.5	12 37.5	13 163
14 7.0	15 35	16 152

17 Overtime shall be paid at one and one-half (1-1/2) times the employee's regular rate
18 calculated using his/her their actual hours worked. "Actual hours worked" excludes all sick leave.

19 **Section 2. Callouts:** A callout is defined as an unexpected, unscheduled order to return to
20 work after the employee has left the facility. Work scheduled in advance shall not be subject to the
21 provisions of this section. A minimum of four (4) hours at the overtime rate shall be allowed for each
22 call out. Where such overtime exceeds the minimum number of hours, the actual hours worked shall
23 be allowed at overtime rates.

24 **A. Court Overtime Callouts:** A minimum of two (2) hours at the overtime rate shall
25 be allowed for each callout. Where such overtime exceeds two (2) hours, the actual hours worked
26 shall be allowed at the overtime rate. The provisions of this section apply only to callouts for the
27 purposes of testifying in court. If the session starts less than two (2) hours before or after the shift, it
28 will be considered a shift extension for court. Employees will be compensated for the amount of time
spent before or after their shift. In addition, the four (4) hour call out pay shall apply to employees
subpoenaed to court while on furlough or vacation.

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

Section 3. Overtime Authorization: All overtime shall be authorized by the Department

1 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a
2 regularly scheduled work day for the individual crew.

3 **Section 4. Minimum Standards Set By Law:** If any provision of this article conflicts with
4 minimum standards established by RCW 49.46 (Washington Minimum Wage Act) then that
5 provision shall be automatically amended to provide the minimum standards.

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

11 **Section 6. Compensatory Time:** Employees shall not accrue, earn, use or schedule
12 compensatory time in lieu of overtime payments, effective January 1, 2000. The departments will
13 either cash out or schedule time off for employees with compensatory time balances, at the
14 employer's discretion, before December 31, 1999.

15 **Section 7. Voluntary Training:** Employees who request training on a voluntary basis will
16 not be paid for study time associated with said training, nor will overtime compensation be paid for
17 workdays that extend beyond the normal contractual workday if said workday is part of the normal
18 training schedule, provided, however, employees who are required to attend by the Department will
19 be paid overtime pursuant to the overtime provisions of this agreement.

20 **Section 8. Executive Leave:** The Operations Manager of the Communications Center (King
21 County Sheriff's Office) shall receive seven (7) days of Executive Leave, each calendar year,
22 consistent with King County policies, rules and procedures for the assignment and use of such leave.
23 This leave must be taken the year it was awarded, and may not be carried over from year to year. The
24 Operations Manager also has the right to request that four (4) of these seven (7) days be cashed out at
25 the end of the year at her/his current rate of pay rather than being taken as time off. If so requested,
26 the four (4) days will be cashed out no later than December 31 of the year such leave was awarded.

27 **Section 9.** Supervisors who receive work related calls at home on their off hours shall be paid
28 overtime for hours worked as long as the work is a minimum of fifteen (15) consecutive minutes.

1 Such overtime will be paid in fifteen (15) minute increments.

13589

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

ARTICLE 9: HOURS OF WORK

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

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

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

Employees with paid meal periods are subject to being called back to work at any time during a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave the employer's facility to which the employee is assigned, during their paid breaks or meal periods. The employer will schedule break periods to assure adequate coverage.

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

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

Section 5. Workweek in Department of Adult Detention (DAD): The workweek for employees in DAD shall begin at 12 a.m. on Sunday and continue to 11:59 p.m. on Saturday.

Section 6. Job Sharing: If two employees in the same job classification and work site wish to job share one full-time position, they shall submit such a request in writing to their immediate supervisor. The immediate supervisor shall submit such request to the Precinct Commander, Division Chief, or Division Manager. The request shall be transmitted to the Department Director or Sheriff/Director. The Department Director or Sheriff shall have ninety (90) days from the date he/she receives the request to review the request and either approve or deny the request for job sharing. Employees who job share one full-time position shall receive pro-rata benefits except medical.

1 benefits shall be granted on the same basis as other half-time County employees. In the event that
2 one of the job-sharing employees terminates his/her employment (voluntarily or involuntarily), the
3 County shall have the following options:

- 4 A. No change to the situation, allowing a half-time position to continue.
- 5 B. Fill the vacant half-time position with temporary help.
- 6 C. Expand the half-time position to a full-time position, as long as the employee is
7 given 60 calendar days notice of the employer's intent to so expand.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 11: MISCELLANEOUS**

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

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

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

11 **Section 4. Access to Premises:** The Department administration shall afford Union
12 representatives a reasonable amount of time while on on-duty status to consult with appropriate
13 management officials and/or aggrieved employees, provided that the Union representative and/or
14 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
15 to be conducted, request necessary time without undue interference with assignment duties. Time
16 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
17 supervisor. Union representatives shall guard against use of excessive time in handling such
18 responsibilities.

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

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

26 **Section 7. Jury Duty:** An employee required by law to serve on jury duty shall continue to
27 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of
28 time necessary for such assignment. If they have four hours or more left on their shift at the

1 completion of the jury duty assignment for the day, they shall report to their work location and
2 complete the day shift. Once the employee is released for the day, or more than one day, then he/she
3 is required to contact the supervisor who will determine if he/she is required to report for duty,
4 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.
5 he/she shall not be required to report for work on that particular day.

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

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

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

17 **Section 8. Bus passes:** Eligible bargaining unit employees may receive bus passes as
18 provided by County ordinance, policies, and procedures.

19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 12: 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 grievances.

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

12 **Procedure**

13 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the aggrieved employee,
14 or his/her representative if the employee wishes, on a Union grievance form within 14 calendar days
15 of the act or omission giving rise to the grievance, to the employee's immediate supervisor. In the
16 case of employees of the Health Department and the Department of Community and Human
17 Services' Division of Alcohol, and Substance Abuse, the employee shall present the grievance to the
18 supervisor who shall present such grievance to the Facility Administrator.

19 The grievance must:

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

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

26 **Step 2 - Division Manager:** If, after thorough discussion with the immediate supervisor or
27 administrator, the grievance has not been satisfactorily resolved, the Union shall present the grievance
28 to the appropriate manager for investigation, discussion and written reply. The appropriate manager

1 shall be defined as follows: Sheriff's Office - Section Commander; Department of Adult Detention -
2 Facility Commander; Department of Community and Human Services - Division Manager; and the
3 Department of Public Health - Division Manager. The manager shall make his/her written decision
4 available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to
5 the next higher level within five (5) working days, it shall be presumed resolved.

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

14 ***Step 4 - Director of Human Resources:*** If, after thorough evaluation, the decision of the
15 department director has not resolved the grievance, the grievance may be presented to a committee
16 comprised of: one representative from the Union, one representative from the Department, and an
17 OHRM Labor Relations representative who shall also act as Chair. The Union representative and/or
18 the Department representative may be subject to challenge for cause.

19 This committee shall convene a hearing for the purpose of resolving the grievance. Both
20 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall
21 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The
22 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair
23 fails to render a decision within 15 days the Union may proceed to Step 5 of this grievance procedure
24 (except verbal or written reprimands, which may not be appealed to Step 5). The proceedings shall
25 be informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are those
26 who do not work for King County or for the Union. Rules of evidence do not apply. The purpose
27 shall be to determine the validity of the grievance and render a decision appropriate to that
28 determination.

1 By mutual agreement, the parties may call in a mediator in place of the grievance panel and
2 the Office of Human Resources Management (OHRM) Director, to attempt to resolve the dispute.
3 The parties shall jointly select the mediator, who will hear both sides of the dispute and attempt to
4 bring the parties to an agreement. The mediator may not bind the parties to any agreement, as
5 mediation is a voluntary process. Parties are encouraged to participate in good faith mediation and
6 nothing the mediator says shall be admissible in an arbitration.

7 By mutual agreement the parties may either waive this Step (in writing) or by mutual
8 agreement the OHRM Labor Relations representative may do a review of the file and the union's
9 arguments and issue a prompt written decision.

10 All employer grievances shall be initiated at Step 4 of this procedure.

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

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

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

27 No matter may be arbitrated which the County by law has no authority over, has no authority
28 to change, or has been delegated to any civil service commission or personnel board as defined in

1 Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

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

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

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

8 **Section 3. Just Cause/Progressive Discipline:** No employee may be discharged, suspended
9 without pay, or disciplined in any way except for just cause. In addition, the County will employ the
10 concept of progressive discipline in appropriate cases. The County's policy is that discipline is
11 corrective, rather than punitive in nature. It is understood that there may be egregious cases that may
12 result in discharge, disciplinary transfer, or other disciplinary action that do not require corrective
13 action.

14 Written reprimands may not be used for purposes of progressive discipline once three (3)
15 years have passed from the date the reprimand was issued, and the employer has documented no
16 similar problems with the employee during this three (3) year time period. In those instances where
17 disciplinary action is based on reasonable evidence of the commission of a crime, or the proposed
18 discipline involves suspension or termination of the employee, the grievance procedure will begin at
19 Step 3, unless Step 3 is waived by mutual agreement of parties, in which case the procedure will
20 begin at the next appropriate step.

21 **Section 4. Probationary Period:** All newly hired and promoted employees must serve a
22 probationary period as defined in RCW 41.14, the Civil Service Rules, the Administrative Guidelines
23 for the Career Service, and the personnel rules covering the Seattle King County Health Department.
24 As the above specify that the probationary period is an extension of the hiring process, the provisions
25 of this Article will not apply to employees if they are discharged during their initial probationary
26 period, or are demoted during the promotional probationary period for performance related issues.
27 Grievances brought by probationary employees involving issues other than discharge or demotion
28 may be processed in accordance with this Article.

1 **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and
2 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ARTICLE 13: BULLETIN BOARDS

2 The employer agrees to permit the Union to post on County bulletin boards the announcement
3 of meetings, election of officers, and any other Union material.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ARTICLE 14: NON-DISCRIMINATION

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

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

8 Grievances under this article may proceed through Step 4 only and may not go to arbitration.
9 The employee's right to file a complaint with an administrative agency under the appropriate County,
10 State, or Federal law is not limited by this Article but such rights are subject to the appropriate
11 statutes of limitations contained in such laws.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ARTICLE 15: SAVINGS CLAUSE

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

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

1 ARTICLE 17: WAIVER CLAUSE

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

8 The parties agree that in the event they enter into memoranda of understanding during the life
9 of this agreement, such agreements are binding when signed by authorized representatives of the
10 parties. No ratification process is required.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

2 **Section 1. Layoff Procedure:** Employees laid off as a result of a reduction in force shall be
3 laid off according to seniority within the department and classification, with the employee with the
4 least time being the first to be laid off. In the event there are two or more employees eligible for
5 layoff within the Department with the same classification and seniority, the Department head will
6 determine the order of layoff based on employee performance, PROVIDED: no regular or
7 probationary employee shall be laid off while there are temporary employees serving in the class or
8 position for which the regular or probationary employee is eligible and available. For purposes of
9 this Article the Department of Community and Human Services and the Department of Public Health
10 shall be considered one department for all employees covered under this agreement and hired prior to
11 the ratification date of this contract.


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

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

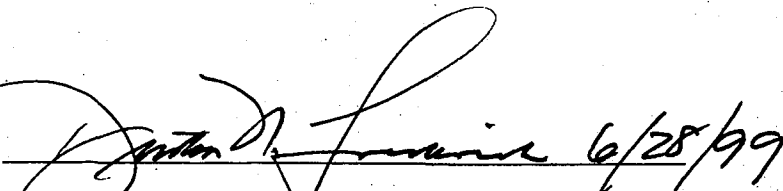
1 ARTICLE 19: DURATION

2 This Agreement shall be effective from January 1, 1999 or the specific effective date outlined
3 in Article 7, Section 8 of this agreement and remain effective through December 31, 2001. Written
4 notice of desire to modify this agreement shall be served by either party upon the other at least sixty
5 (60) days prior to the date of expiration, namely October 31, 2001.

7 APPROVED this 8 day of July, 1999

10
11 By 
12 King County Executive

15 SIGNATORY ORGANIZATION:

17
18
19  6/28/99

20 Service Employees International Union
21 Public Safety Employees, Local 519

Revised Attachment
July 12, 1999

13589

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
4200100	Administrative Office Assistant	\$11.28	\$11.82	\$12.10	\$12.39	\$12.69	\$12.99	\$13.30	\$13.62	\$13.95	\$14.28
4201100	Administrative Specialist I	\$12.40	\$13.00	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72
4201200	Administrative Specialist II	\$13.63	\$14.28	\$14.62	\$14.97	\$15.33	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27
4201300	Administrative Specialist III	\$14.98	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27	\$17.68	\$18.10	\$18.53	\$18.97
4201400	Administrative Specialist IV	\$16.88	\$17.69	\$18.11	\$18.54	\$18.98	\$19.44	\$19.91	\$20.39	\$20.88	\$21.38
	Business and Finance Officer I*	\$13.2815	\$13.9194	\$14.2544	\$14.5977	\$14.9497	\$15.3104	\$15.6802	\$16.0592	\$16.4478	\$16.8456
197	Communications Specialist II*	\$18.6048	\$20.2454	\$21.8861	\$23.5267	\$25.1673					
7464	Community Liaison/Intervention Specialist	\$21.2791	\$22.3130	\$22.8558	\$23.4119	\$23.9822	\$24.5669	\$25.1664	\$25.7808	\$26.4104	\$27.0555
7462	Community Service Officer	\$16.6193	\$17.4503	\$18.3229	\$19.2393	\$20.2011					
7460	Evidence Specialist	\$14.2808	\$14.9583	\$15.6574	\$16.3986	\$17.1818					
4101100	Fiscal Specialist I	\$12.70	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72	\$16.10
4101200	Fiscal Specialist II	\$13.96	\$14.63	\$14.98	\$15.34	\$15.71	\$16.09	\$16.48	\$16.88	\$17.29	\$17.70
4101300	Fiscal Specialist III	\$15.34	\$16.08	\$16.47	\$16.87	\$17.27	\$17.68	\$18.10	\$18.53	\$18.97	\$19.43
7241	Human Resources Analyst *	\$16.4573	\$17.2540	\$17.6720	\$18.1011	\$18.5403	\$18.9910	\$19.4527	\$19.9260	\$20.4110	\$20.9079
7471	Identification Technician	\$16.8452	\$17.6874	\$18.5720	\$19.5004	\$20.4755					
7473	Latent Print Examiner	\$21.5622	\$22.6402	\$23.7724	\$24.9608	\$26.2091					
7482	Photographer	\$18.9814	\$19.8864	\$20.8497	\$21.3709	\$21.9051					
7453	Police Data Technician	\$15.3267	\$16.0931	\$16.8981	\$17.7425	\$18.6297					
7454	Police Data Unit Supervisor	\$20.2635	\$21.2769	\$22.3407							
7484	Polygraph Examiner	\$21.6659	\$22.9070	\$24.0053	\$25.3700	\$31.6885					
7495	Project/Program Manager II*	\$22.1031	\$23.1724	\$24.3093	\$25.5038	\$27.4099					
	Project/Program Manager II*	\$11.2560	\$11.7930	\$12.0744	\$12.3633	\$12.6594	\$12.9632	\$13.2738	\$13.5929	\$13.9194	\$14.2544
7435	Revenue Processor	\$13.63	\$14.28	\$14.62	\$14.97	\$15.33	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27
	Technical Information Processing Specialist I	\$12.11	\$12.69	\$12.99	\$13.30	\$13.62	\$13.95	\$14.28	\$14.62	\$14.97	\$15.33
4400200	Technical Information Processing Specialist II	\$13.31	\$13.95	\$14.28	\$14.62	\$14.97	\$15.33	\$15.70	\$16.08	\$16.47	\$16.87
7447	Records and Information Systems Supervisor *	\$3,119.29	\$3,349.22	\$3,413.10	\$3,686.21	\$3,961.67					
7486	Identification Supervisor	\$3,328.63	\$3,495.04	\$3,669.84	\$3,853.27	\$4,045.97					
7431	Information Systems Professional V *	\$3,831.21	\$4,016.56	\$4,213.63	\$4,420.67	\$4,751.05					
7485	Latent/Photo Lab Supervisor	\$4,260.70	\$4,473.69	\$4,697.44	\$4,932.26	\$5,178.92					

7415 Communications Operations Manager \$4,616.58 \$4,842.84 \$4,961.67 \$5,083.35 \$5,207.24 \$5,325.71 \$5,447.04 \$5,571.36 \$5,698.92 \$5,829.52

*Wages have not been negotiated for this new classification.

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
42011	Administrative Specialist I	\$12.40	\$13.00	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72
42012	Administrative Specialist II	\$13.63	\$14.28	\$14.62	\$14.97	\$15.33	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27
42013	Administrative Specialist III	\$14.98	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27	\$17.68	\$18.10	\$18.53	\$18.97
42014	Administrative Specialist IV	\$16.88	\$17.69	\$18.11	\$18.54	\$18.98	\$19.44	\$19.91	\$20.39	\$20.88	\$21.38
4176	Chemical Dependency Counselor**	\$13.6003	\$14.2544	\$14.5977	\$14.9497	\$15.3104	\$15.6802	\$16.0592	\$16.4478	\$16.8456	\$17.2540
4130	Chemical Dependency Transfer Driver	\$11.2560	\$11.7929	\$12.0744	\$12.3633	\$12.6595	\$12.9632	\$13.2739	\$13.5928	\$13.9195	\$14.2544
4181	Residential Services Assistant*	\$10.9947	\$11.5179	\$11.7930	\$12.0744	\$12.3633	\$12.6594	\$12.9632	\$13.2738	\$13.5929	\$13.9194
4266	Training Instructor	\$16.0686	\$16.8456	\$17.2540	\$17.6720	\$18.1011	\$18.5403	\$18.9910	\$19.4527	\$19.9260	\$20.4110
1032	Social Worker	\$3,373.80	\$3,537.90	\$3,624.04	\$3,712.38	\$3,802.96	\$3,895.82	\$3,990.96	\$4,088.46	\$4,188.36	\$4,290.86

*Pay range will be frozen for incumbents in this classification, formerly classified as Alcohol Maintenance Leaders.

** Incumbents hired prior to 1/1/84 in this classification pay range are frozen.

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1401	Corrections Technician	\$12.1175	\$12.6955	\$12.9985	\$13.3094	\$13.6282	\$13.9553	\$14.2898	\$14.6331	\$14.9848	\$15.3452
1430	Community Corrections Caseworker	\$19.8021	\$21.2665	\$22.3130	\$23.4119	\$25.1663					
42011	Administrative Specialist I	\$12.40	\$13.00	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72
42012	Administrative Specialist II	\$13.63	\$14.28	\$14.62	\$14.97	\$15.33	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27
42013	Administrative Specialist III	\$14.98	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27	\$17.68	\$18.10	\$18.53	\$18.97
41011	Fiscal Specialist I	\$12.70	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72	\$16.10
41012	Fiscal Specialist II	\$13.96	\$14.63	\$14.98	\$15.34	\$15.71	\$16.09	\$16.48	\$16.88	\$17.29	\$17.70

Revised Attachment
July 12, 1999

Class Code	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
41013	Fiscal Specialist III	\$15.34	\$16.08	\$16.47	\$16.87	\$17.27	\$17.68	\$18.10	\$18.53	\$18.97	\$19.43
42011	Administrative Specialist I	\$12.40	\$13.00	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72
42012	Administrative Specialist II	\$13.63	\$14.28	\$14.62	\$14.97	\$15.33	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27
42013	Administrative Specialist III	\$14.98	\$15.70	\$16.08	\$16.47	\$16.87	\$17.27	\$17.68	\$18.10	\$18.53	\$18.97
42014	Administrative Specialist IV	\$16.88	\$17.69	\$18.11	\$18.54	\$18.98	\$19.44	\$19.91	\$20.39	\$20.88	\$21.38
41011	Fiscal Specialist I	\$12.70	\$13.31	\$13.63	\$13.96	\$14.30	\$14.64	\$14.99	\$15.35	\$15.72	\$16.10
41012	Fiscal Specialist II	\$13.96	\$14.63	\$14.98	\$15.34	\$15.71	\$16.09	\$16.48	\$16.88	\$17.29	\$17.70
4013	Administrative Staff Assistant *	\$11.7998	\$12.3633	\$12.6594	\$12.9632	\$13.2738	\$13.5929	\$13.9194	\$14.2544	\$14.5977	\$14.9497
4176	Chemical Dependency Counselor **	\$13.6003	\$14.2544	\$14.5977	\$14.9497	\$15.3104	\$15.6802	\$16.0592	\$16.4478	\$16.8456	\$17.2540
4130	Chemical Dependency Transfer Driver	\$11.2560	\$11.7929	\$12.0744	\$12.3633	\$12.6595	\$12.9632	\$13.2739	\$13.5928	\$13.9195	\$14.2544

*Wages have not been negotiated for this new classification.

** Incumbents hired prior to 1/1/84 in this classification pay range are frozen.

13589

ADDENDUM A (Continued from Wage)
Memorandum of Understanding
Between
King County
And
Service Employees International Union
Public Safety Employees, Local 519
Regarding
Step Progression

13589

Step Progression:

1. All step increases are based upon satisfactory performance during previous service.
2. Step Progression: New employees in the departments covered by this collective bargaining agreement who are on a 10 step salary range shall automatically (consistent with other provisions of this collective bargaining agreement and this Addendum) advance from their start step to the next step upon completion of 6 months of probationary service.

Thereafter, the employee will receive a step increase on January 1st until they have reached the top step of their range. Each department covered by this collective bargaining agreement has the right to place employees on probation for a period of up to one year.

3. Satisfactory performance shall mean overall rating of "Meets Standards" or "Exceeds Standards" on the employee performance evaluation utilized by the respective department.
4. 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.

13589

5. 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.

ADDENDUM B

DEFINITIONS

13589

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

1. Immediate Family:

“Immediate Family” as defined in King County's Family and Medical Leave Ordinance # 13377, means spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner.

2. Party:

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

3. Director:

“Director” means the chief officer of the administrative Office of Human Resources Management.

4. Regular Full-Time Position:

“Regular Full-Time Position” means a regular position which has an established work schedule of not less than thirty-five (35) hours per week in those work units in which a thirty-five (35) hour week is standard, or of not less than forty (40) hours per week in those work units in which a forty (40) hour week is standard.

5. Regular Part-Time Position:

“Regular Part-Time Position” means a regular position in which the part-time regular employee is employed for at least nine hundred and ten (910) hours but less than a full time basis in a calendar year in a work unit in which a thirty-five (35) week is standard or for at least one thousand forty (1,040) hours but less than a full time basis in a calendar year in a work unit in which a forty hour work week is standard. Where the standard work week falls between thirty-

five (35) and forty (40), the Director, in consultation with the Department, is responsible for determining what hour threshold will apply.

6. Temporary Position:

“Temporary Position” means a position which is not a regular position as defined in this Addendum and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this Addendum and short-term (normally less than six months) temporary positions in which a temporary employee works less than nine hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35) hour work week is standard or less than one thousand forty (1,040) hours in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five (35) and forty (40) hours, the Director, in consultation with the department, is responsible for determining what hour threshold will apply.

7. Temporary Employee:

“Temporary employee” means an employee employed in a temporary position and, in addition, includes an employee serving a probationary period or under provisional appointment. Under Section 550 of the charter, temporary employees are not members of the career service.

8. Term-Limited Temporary Position:

“Term-Limited Temporary Position” means a temporary position with work related to a specific grant, capital improvement project, information systems technology project, or other non-routine, substantial body of work, for a period greater than six months.

9. Term-Limited Temporary Employee:

“Term-Limited Temporary Employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service.

Term-limited temporary employees may not be employed in term-limited temporary positions longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the

maximum period may be extended up to five years upon approval of the director. The director shall maintain a current list of all term-limited temporary employees by department.

13589

ADDENDUM C
Memorandum of Understanding
Between
King County
And
Service Employees International Union
Public Safety Employees, Local 519
concerning
Non-commissioned Employees in the Sheriff's Office
and
Out-of-Class Work

The parties, Service Employees International Union, Public Safety Employees, Local 519 (Local 519) represented by Dustin Frederick, and King County represented by Deborah Bellam agree that Article 7 Section 5 of the collective bargaining agreement covering the Local 519 non-commissioned bargaining unit will be interpreted, as follows, when applied to the Sheriff's Office:

1. King County retains the right (as negotiated between the parties) to transfer or assign employees to higher classifications and equal classifications, as long as the conditions of Article 7 Section 5 are met.

2. Whether an assignment is to a higher, lower or lateral classification will be based solely on the pay for that classification.

3. King County also retains the right (as negotiated between the parties) to transfer or assign employees to lower classifications as long as the following conditions are met:

a. An employee so assigned shall continue to be paid according to the wage scale assigned to his/her regular classification for the duration of the lower classification assignment.

b. The Department is responsible for seeing that all employees are adequately trained and are qualified to perform the work they are required to perform.

c. The Department recognizes that there is a limit as to the number of job duties one employee can perform satisfactorily in a given period of time. It is not the intent of the Department to require one employee to complete each and every duty of two full-time jobs at onetime. When an employee is asked to temporarily perform the duties of another classification both the department and the employee have the duty to keep the other informed of work assignment priorities and completion dates.


d. When out-of-class work is available due to the absence of a regular employee or some other reason, the precinct will notify employees (through a posting at the precinct where the work is located, or posting in the G.I.B., or through any other forum the department selects), and will consider employees who volunteer for this assignment. If the Department determines that there are no qualified volunteers available, the Department will select another qualified employee.

e. Employees who are assigned to do lower class work will be assigned on a temporary basis, and shall not be used to permanently supplant employees in the lower classifications. Thus, such assignments will generally be of short duration, limited to no more than three (3) consecutive months per employee per instance, unless both King County and the Union agree to extend this time period in a particular case.

f. The parties recognize that some employees wish to work out of class and some employees do not. The parties, through this agreement, have attempted to meet the concerns of employees, and the needs of the Department for adequate staffing and flexibility. The parties also recognize King County Civil Service Rules 5.10 and 5.11 and expressly waive these requirements insofar as they conflict with the collective bargaining agreement and this agreement.

4. The terms of this agreement are effective from January 1, 1999 through December 31, 2001.

For King County:

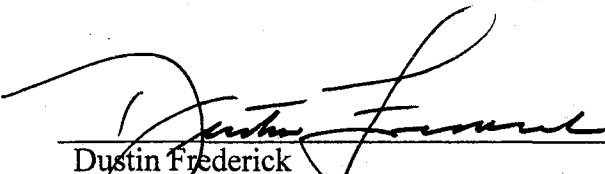


Deborah Bellan, Esq.
King County Labor Negotiator

6/30/99

Date

For Service Employees International Union
Public Safety Employees, Local 519:



Dustin Frederick
Business Manager

6/28/99

Date

13589
December 10, 1998

ADDENDUM D

Cynthia Sullivan

Larry Phillips

db

Introduced by: Kent Pullen

Clerk 12/2/98 12/15/98

Proposed No.: 98-139

ORDINANCE NO. 13377

1
2 AN ORDINANCE relating to family and medical leaves
3 without pay; amending Ordinance 12014, Section 5, as
4 amended, and K.C.C. 3.12.010, Ordinance 12014, Section
5 21, as amended and K.C.C. 3.12.220, Ordinance 12014,
6 Section 25, and K.C.C. 3.12.250 and repealing Ordinance
7 7956, Sections 2, 3, 4 and 5, as amended, and K.C.C.
8 3.12.245.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1: Findings and purpose.

11 In the late 1980s King County adopted a progressive policy which allows employees
12 to take up to eighteen weeks of leave in a twenty-four-month period for "family reasons"
13 including care of a sick family member or parenting leave at the time of the birth or
14 adoption of a child. Under this policy, employees can take leave without pay or they can
15 use their personal sick leave balance. Whether or not the leave time is paid, the county
16 guarantees the employee will be able to return to his or her regular position, or a position at
17 a similar level and pay, and the county will pay for the employee's health benefits during
18 the family leave.

19 In 1993, the federal Family and Medical Leave Act (FMLA) was adopted. FMLA
20 provides many of the same benefits as the county's family leave ordinance. However,
21 there are enough differences to make accurate administration of both sets of rules at the

1 same time very difficult. This ordinance amends certain provisions in the county's policy
2 to make the policy consistent with federal provisions.

3 SECTION 2. Ordinance 12014, Section 5, as amended, and K.C.C. 3.12.010 are
4 hereby amended to read as follows:

5 **Definitions.** All words shall have their ordinary and usual meanings except those
6 defined in this section which shall have, in addition, the following meanings. In the event
7 of conflict, the specific definitions set forth in this section shall presumptively, but not
8 conclusively, prevail.

9 A. General definitions.

10 1. "Administrative interns" are employees who are also enrolled full-time
11 during the regular school year in a program of education, internship or apprenticeship.
12 All administrative internships in executive departments shall be approved by the
13 director. Administrative interns are exempt from the career service under Section 550
14 of the charter.

15 2. "Appointing authority" means the county council, the executive, chief
16 officers of executive departments and administrative offices, or division managers
17 having authority to appoint or to remove persons from positions in the county
18 service.

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

1 4. "Board" means the county personnel board established by Section 540
2 of the charter.

3 5. "Career service employee" means a county employee appointed to a
4 career service position as a result of the selection procedure provided for in this
5 chapter, and who has completed the probationary period.

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

13589

13377

Divisions in executive departments and administrative offices as determined

1
2 by the county council shall be considered to be executive departments for the
3 purpose of determining the applicability of Section 550 of the charter.

4 All part-time employees shall be exempted from career service membership
5 except(~~(, effective January 1, 1989,)~~) all part-time employees employed at least half
6 time or more, as defined by ordinance, shall be members of the career service.

7 7. "Charter" means the King County Charter, as amended.

8 8. "Child" means a biological, adopted or foster child, a stepchild, a
9 legal ward or a child of an employee standing in loco parentis to the child, who is:

10 a. under eighteen years of age; or

11 b. eighteen years of age or older and incapable of self care because of
12 a mental or physical disability.

13 9. "Class" or "classification" means a position or group of positions,
14 established under authority of this chapter, sufficiently similar in respect to the
15 duties, responsibilities and authority thereof, that the same descriptive title may be
16 used to designate each position allocated to the class.

17 ((9)) 10. "Classification plan" means the arrangement of positions into
18 classifications together with specifications describing each classification.

19 ((10)) 11. "Compensatory time" means time off granted with pay in lieu
20 of pay for work performed either on an authorized overtime basis or work
21 performed on a holiday which is normally scheduled as a day off. Such
22 compensatory time shall be granted on the basis of time and one-half.

1 ((11)) 12. "Competitive employment" means a position established in the
2 county budget and which will require at least twenty-six weeks of service per year as the
3 work schedule established for the position.

4 ((12)) 13. "Council" means the county council as established by Article
5 2 of the charter.

6 ((13)) 14. "County" means the county of King and any other
7 organization that is legally governed by the county with respect to personnel
8 matters.

9 ((14)) 15. "Developmental disability" means a developmental disability,
10 as defined in RCW 71A.10.020(2), as amended, attributable to mental retardation,
11 cerebral palsy, epilepsy, autism((r)) or other neurological or other condition of an
12 individual found by the secretary of the Washington state ((d))Department of
13 ((s))Social and ((h))Health ((s))Services, or designee, to be closely related to mental
14 retardation or to require treatment similar to that required for individuals with
15 mental retardation, which disability originates before the individual attains age
16 eighteen, which has continued or can be expected to continue indefinitely((r)) and
17 which constitutes a substantial handicap for the individual.

18 ((15)) 16. "Direct cost" means the cost aggregate of the actual weighted
19 average cost of insured benefits, less any administrative cost therefor. Any
20 payments to part-time and temporary employees under this chapter shall not include
21 any administrative overhead charges applicable to administrative offices and
22 executive departments.

1 ((16)) 17. "Director" means the chief officer of the administrative office
2 of human resources management.

3 ((17)) 18. "Domestic partners" are two people in a domestic partnership,
4 one of whom is a county employee.

5 ((18)) 19. "Domestic partnership" is a relationship whereby two people:

- 6 a. ~~((H))~~ have a close personal relationship~~((, and))~~;
- 7 b. ~~((A))~~ are each other's sole domestic partner and are responsible for
8 each other's common welfare~~((, and))~~;
- 9 c. ~~((S))~~ share the same regular and permanent residence~~((, and))~~;
- 10 d. ~~((A))~~ are jointly responsible for basic living expenses which means
11 the cost of basic food, shelter and any other expenses of a domestic partner which
12 are paid at least in part by a program or benefit for which the partner qualified
13 because of the domestic partnership. The individuals need not contribute equally or
14 jointly to the cost of these expenses as long as they agree that both are responsible
15 for the cost~~((, and))~~;
- 16 e. ~~((A))~~ are not married to anyone~~((, and))~~;
- 17 f. ~~((A))~~ are each eighteen years of age or older~~((, and))~~;
- 18 g. ~~((A))~~ are not related by blood closer than would bar marriage in the
19 ~~((S))~~ state of Washington~~((,))~~; and
- 20 h. ~~((W))~~ were mentally competent to consent to contract when the
21 domestic partnership began.

22 ~~((19. "Employee" means any person who is employed in a career service
23 position or exempt position.))~~

1 20: "Employed at least half time or more" means employed in a regular position
2 which has an established work schedule of not less than one-half the number of hours of
3 the full-time positions in the work unit in which the employee is assigned, or when viewed
4 on a calendar year basis, ~~((910))~~ nine hundred ten hours or more in a work unit in which a
5 work week of more than thirty-five but less than forty hours is standard or ~~((1040))~~ one
6 thousand forty hours or more in a work unit in which a forty hour work week is standard. If
7 the standard work week hours within a work unit varies (for instance, employees working
8 both thirty-five and forty hours), the director, in consultation with the department, ~~((will be))~~
9 is responsible for determining what hour threshold will apply.

10 21. "Employee" means any person who is employed in a career service
11 position or exempt position.

12 22. "Executive" means the county executive, as established by Article 3
13 of the charter.

14 ~~((22))~~ 23. "Exempt employee" means an employee employed in a
15 position that is not a career service position under Section 550 of the charter.
16 Exempt employees serve at the pleasure of the appointing authority.

17 ~~((23))~~ 24. "Exempt position" means any position excluded as a career
18 service position by Section 550 of the charter. Exempt positions are positions to
19 which appointment may be made directly without a competitive hiring process.

20 ~~((24))~~ 25. "Full-time regular employee" means an employee employed in
21 a full-time regular position and, for full-time career service positions, is not serving
22 a probationary period.

1 ((25)) 26. "Full-time regular position" means a regular position which
2 has an established work schedule of not less than thirty-five hours per week in
3 those work units in which a thirty-five hour week is standard, or of not less than
4 forty hours per week in those work units in which a forty-hour week is standard.

5 ((26)) 27. "Grievance" means an issue raised by an employee relating to
6 the interpretation of rights, benefits((,)) or condition of employment as contained in
7 the administrative rules and/or procedures for the career service.

8 ((27)) 28. "Immediate family" means spouse, child, parent, son-in-law, daughter-
9 in-law, grandparent, grandchild, sibling, ((~~mother in law, father in law,~~)) domestic
10 partner((,)) and the child, parent, sibling, grandparent or grandchild of the spouse or domestic
11 partner.

12 ((28)) 29. "Incentive increase" means an increase to an employee's base
13 salary within the assigned pay range, based on demonstrated performance.

14 ((29)) 30. "Integrated work setting" means a work setting with no more than
15 eight persons with developmental disabilities or with the presence of a sensory, mental or
16 physical handicap as specified in K.C.C. 3.12.180, as amended. This definition refers to all
17 county offices, field locations and other work sites at which supported employees work
18 along side employees who are not persons with development disabilities employed in
19 permanent county positions.

20 ((30)) 31. "Life-giving and life-saving procedures" ((~~shall~~)) means a
21 medically-supervised procedure involving the testing, sampling((,)) or donation of
22 blood, organs, fluids, tissues and other human body components for the purposes of
23 donation without compensation to a person for a medically necessary treatment.

1 ((31)) 32. "Marital status" ((is)) means the presence or absence of a
2 marital relationship and includes the status of married, separated, divorced,
3 engaged, widowed, single or cohabiting.

4 ((32)) 33. "Part-time employee" means an employee employed in a part-
5 time position. Under Section 550 of the charter, part-time employees are not
6 members of the career service.

7 ((33)) 34. "Part-time position" means an other-than-a-regular position in
8 which the part-time employee is employed less than half time, that is less than ((910))
9 nine hundred ten hours in a calendar year in a work unit in which a thirty-five hour
10 work week is standard or less than ((1040)) one thousand forty hours in a calendar
11 year in a work unit in which a forty-hour work week is standard, except as provided
12 elsewhere in this chapter. Where the standard work week falls between thirty-five
13 and forty hours, the director, in consultation with the department, ((will be)) is
14 responsible for determining what hour threshold will apply. Part-time position
15 excludes administrative intern.

16 ((34)) 35. "Part-time regular employee" means an employee employed in
17 a part-time regular position and, for part-time career service positions, is not serving
18 a probationary period. Under Section 550 of the charter, such part-time regular
19 employees are members of the career service.

20 ((35)) 36. "Part-time regular position" means a regular position in which
21 the part-time regular employee is employed for at least ((910)) nine hundred ten hours
22 but less than a full-time basis in a calendar year in a work unit in which a thirty-five
23 hour work week is standard or for at least ((1040)) one thousand forty hours but less

1 than a full-time basis in a calendar year in a work unit in which a forty-hour work
2 week is standard. Where the standard work week falls between thirty-five and forty
3 hours, the director, in consultation with the department, (~~will be~~) is responsible for
4 determining what hour threshold will apply.

5 ((36)) 37. "Pay plan" means a systematic schedule of numbered pay
6 ranges with a minimum, maximum and intermediate steps for each pay range, a
7 schedule of assignment of each classification to a numbered pay range and rules for
8 administration.

9 ((37)) 38. "Pay range" means one or more pay rates representing the
10 minimum, maximum and intermediate steps assigned to a classification.

11 ((38)) 39. "Pay range adjustment" means the adjustment of the numbered
12 pay range of a classification to another numbered pay range in the schedule based
13 on a classification change, competitive pay data or other significant factors.

14 ((39)) 40. "Personnel guidelines" means only those operational
15 procedures promulgated by the director necessary to implement personnel policies
16 or requirements previously stipulated by ordinance or the charter. Such personnel
17 guidelines shall be applicable only to employees assigned to executive departments
18 and administrative agencies.

19 ((40)) 41. "Position" means a group of current duties and responsibilities
20 assigned by competent authority requiring the employment of one person.

21 ((41)) 42. "Probationary employee" means an employee serving a
22 probationary period in a regular career service position. Probationary employees

1 are temporary employees and excluded from career service under Section 550 of
2 the charter.

3 ((42)) 43. "Probationary period" means a period of time, as determined
4 by the director, constituting the final step in the competitive screening process for
5 career service or for promotion from one career service position to another. An
6 appointment to the career service, whether following successful completion of an
7 initial probationary period of county employment or a promotional probationary
8 period, shall not be final unless the employee successfully completes this
9 probationary period.

10 ((43)) 44. "Provisional appointment" means an appointment made in the
11 absence of a list of candidates certified as qualified by the director. Only the
12 director may authorize a provisional appointment. An appointment to this status is
13 limited to six months.

14 ((44)) 45. "Provisional employee" means an employee serving by
15 provisional appointment in a regular career service. Provisional employees are
16 temporary employees and excluded from career service under Section 550 of the
17 charter.

18 ((45)) 46. "Recruiting step" means the first step of the salary range
19 allocated to a class unless otherwise authorized by the executive.

20 ((46)) 47. "Regular position" means a position established in the county
21 budget and identified within a budgetary unit's authorized full time equivalent (FTE)
22 level as set out in the budget detail report.

13589

1
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

((47)) 48. "Salary or pay rate" means an individual dollar amount which is one of the steps in a pay range paid to an employee based on the classification of the position occupied.

49. "Serious health condition" means an illness or injury, impairment or physical or mental condition that involves one or more of the following:

a. an acute episode that requires more than three consecutive calendar days of incapacity and either multiple treatments by a licensed health care provider or at least one treatment plus follow-up care such as a course of prescription medication; and any subsequent treatment or period of incapacity relating to the same condition;

b. a chronic ailment continuing over an extended period of time that requires periodic visits for treatment by a health care provider and that has the ability to cause either continuous or intermittent episodes of incapacity;

c. in-patient care in a hospital, hospice or residential medical care facility or related out-patient follow-up care;

d. an ailment requiring multiple medical interventions or treatments by a health care provider that, if not provided, would likely result in a period of incapacity for more than three consecutive calendar days;

e. a permanent or long-term ailment for which treatment might not be effective but that requires medical supervision by a health care provider; or

f. any period of incapacity due to pregnancy or prenatal care.

((48)) 50. "Temporary employee" means an employee employed in a temporary position and, in addition, includes an employee serving a probationary period or ((is)) under

1 provisional appointment. Under Section 550 of the charter, temporary employees are not
2 members of the career service.

3 ((49)) 51. "Temporary position" means a position which is not a regular position
4 as defined in this chapter and excludes administrative intern. Temporary positions include
5 both term-limited temporary positions as defined in this chapter and short-term (normally less
6 than six months) temporary positions in which a temporary employee works less than ((910))
7 nine hundred ten hours in a calendar year in a work unit in which a thirty-five hour work
8 week is standard or less than ((1040)) one thousand forty hours in a calendar year in a work
9 unit in which a forty((-))hour work week is standard, except as provided elsewhere in this
10 chapter. Where the standard work week falls between thirty-five and forty hours, the
11 director, in consultation with the department, ((will be)) is responsible for determining what
12 hour threshold will apply.

13 ((50)) 52. "Term-limited temporary employee" means a temporary employee who
14 is employed in a term-limited temporary position. Term-limited temporary employees are
15 not members of the career service.

16 Term-limited temporary employees may not be employed in term-limited
17 temporary positions longer than three years beyond the date of hire, except that for grant-
18 funded projects, capital improvement projects((,)) and information systems technology
19 projects the maximum period may be extended up to five years upon approval of the director.
20 The director shall maintain a current list of all term-limited temporary employees by
21 department.

22 ((51)) 53. "Term-limited temporary position" means a temporary position with
23 work related to a specific grant, capital improvement project, information systems technology

1 project((,)) or other non((-))routine, substantial body of work, for a period greater than six
2 months. In determining whether a body of work is appropriate for a term-limited temporary
3 position, the appointing authority will consider the following:

4 a. ((G))grant-funded projects: These positions will involve projects or
5 activities that are funded by special grants for a specific time or activity. These grants are not
6 regularly available to or their receipt predictable by the county((,));

7 b. ((I))information systems technology projects: These positions will be
8 needed to plan and implement new information systems projects for the county. Term-
9 limited temporary positions may not be used for on-going maintenance of systems that have
10 been implemented((,));

11 c. ((C))capital improvement projects: These positions will involve the
12 management of major capital improvement projects. Term-limited temporary positions may
13 not be used for on-going management of buildings or facilities once they have been built((,));

14 d. ((M))miscellaneous projects: Other significant and substantial bodies of
15 work may be appropriate for term-limited temporary positions. These bodies of work must
16 be either non((-))routine projects for the department((,)) or related to the initiation or
17 cessation of a county function, project((,)) or department((,));

18 e. ((S))seasonal positions((,)): These are positions with work for more than six
19 consecutive months, half-time or more, with total hours of at least ((910)) nine hundred ten in
20 a calendar year in a work unit in which a thirty-five hour work week is standard or at least
21 ((1040)) one thousand forty hours in a calendar year in a work unit in which a forty((-)) hour
22 work week is standard, that due to the nature of the work have predictable periods of
23 inactivity exceeding one month. Where the standard work week falls between thirty-five and

1 forty hours, the director, in consultation with the department, ~~((will be))~~ is responsible for
2 determining what hour threshold will apply~~(());~~ and

3 f. ~~((F))~~temporary placement in regular positions~~(());~~ These are positions used
4 to back fill regular positions for six months or more due to a career service employee's
5 absence such as extended leave or assignment on any of the foregoing time-limited projects.

6 All appointments to term-limited temporary positions will be made by the
7 appointing authority in consultation with the director prior to the appointment of term-limited
8 temporary employees.

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

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

- 13 a. ~~Under eighteen years of age, or~~
- 14 b. ~~Eighteen years of age or older and incapable of self care because of~~
15 ~~mental or physical disability.~~

16 2. ~~"Employee" means a full time regular or part time regular employee and
17 includes provisional, probationary and term limited employees. The term "employee"
18 shall not include part time and temporary employees other than the temporary employees
19 identified above.~~

20 3. ~~"Serious health condition" means an illness, injury, impairment, or
21 physical or mental condition, whether or not preexisting, which requires:~~

- 22 a. ~~Inpatient care in a hospice or residential medical care facility, or~~

1 ~~b. Continuing treatment or continuing supervision by a health care~~
2 ~~provider.~~

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

5 ~~5. "Reduced leave schedule" means leave scheduled for fewer than an~~
6 ~~employee's usual number of hours per workweek or hours per workday.)~~

7 SECTION 3. Ordinance 12014, Section 21, as amended, and K.C.C. 3.12.220 are
8 each hereby amended to read as follows:

9 Sick leave and time off for medical and family reasons((,)): A. Except for
10 employees covered by ((paragraph H)) subsection G of this section, employees
11 eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616
12 hours for each hour in pay status exclusive of overtime up to a maximum of eight
13 hours per month; except that sick leave shall not begin to accrue until the first of
14 the month following the month in which the employee commenced employment.

15 The employee is not entitled to sick leave if not previously earned.

16 B. During the first six months of service, employees eligible to accrue vacation
17 leave may, at the appointing authority's discretion, use any accrued days of vacation leave
18 as an extension of sick leave. If an employee does not work a full six months, any vacation
19 leave used for sick leave must be reimbursed to the county upon termination.

20 C. For employees covered by the overtime requirements of the Fair Labor Standards
21 Act, sick leave may be used in one-half hour increments, at the discretion of the appointing
22 authority.

1 D. There shall be no limit to the hours of sick leave benefits accrued by an eligible
2 employee.

3 E. (~~Department management is responsible for the proper administration of the sick~~
4 ~~leave benefit. Verification of illness from a licensed physician may be required for any~~
5 ~~requested sick leave absence.~~

6 ~~F.))~~ Separation from or termination of county employment except by reason of
7 retirement or layoff due to lack of work, funds, ~~((or))~~ efficiency reasons or separation for
8 nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of
9 the date of separation or termination. Should the employee resign in good standing, be
10 separated for nondisciplinary medical reason or be laid off, and return to county
11 employment within two years, accrued sick leave shall be restored ~~((, provided that such)),~~
12 but the restoration shall not apply where the former employment was in a term-limited
13 temporary position.

14 ~~((G))~~ F. Except employees covered by ~~((paragraph H))~~ subsection G of this section,
15 employees eligible to accrue sick leave and who have successfully completed at least five
16 years of county service and who retire as a result of length of service or who terminate by
17 reason of death shall be paid, or their estates paid or as provided for by ~~((RCW))~~ Title 11
18 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated
19 sick leave multiplied by the employee's rate of pay in effect upon the date of leaving
20 county employment less mandatory withholdings. This provision is predicated on the
21 requirement that, except with the written approval of the executive, the position, if vacated
22 by a non~~((-))~~represented employee, shall not be filled until salary savings for such position
23 are accumulated in an amount sufficient to pay the cost of the cashout.

13589

13377

((H)) G. Uniformed employees covered under the LEOFF Retirement System-Plan I

2 shall apply for disability retirement under ~~((the provisions of))~~ RCW 41.26.120.

3 ((I)) H. ~~((Accrued sick leave may be used for the following reasons))~~ An employee

4 must use all of his or her accrued sick leave and any donated sick leave before taking

5 unpaid leave for his or her own health reasons. If the injury or illness is compensable under

6 the county's workers compensation program, then the employee has the option to augment

7 or not augment time loss payments with the use of accrued sick leave. For a leave for

8 family reasons, the employee shall choose at the start of the leave whether the particular

9 leave would be paid or unpaid; but when an employee chooses to take paid leave for family

10 reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An

11 employee who has exhausted all of his or her sick leave may use accrued vacation leave

12 before going on leave of absence without pay, if approved by his or her appointing

13 authority. Sick leave shall be used for the following reasons:

14 1. The employee's bona fide illness ~~((; provided, that))~~, but an employee who

15 suffers an occupational illness may not simultaneously collect sick leave and worker's

16 compensation payments in a total amount greater than the net regular pay of the employee;

17 2. The employee's incapacitating injury, ~~((provided that))~~ but:

18 a. ~~((A))~~ an employee injured on the job may not simultaneously collect sick

19 leave and worker's compensation payments in a total amount greater than the net regular

20 pay of the employee; though an employee who chooses not to augment his or her worker's

21 compensation time loss pay through the use of sick leave shall be deemed on unpaid leave

22 status:

13589

13366

b. An employee who chooses to augment workers' compensation payments

2 with the use of accrued sick leave shall notify the safety and workers' compensation
3 program office in writing at the beginning of the leave;

4 c. ~~((A))~~ an employee may not collect sick leave and worker's compensation
5 time loss payments for physical incapacity due to any injury or occupational illness which
6 is directly traceable to employment other than with the county((+));

7 3. the employee's ((E)) exposure to contagious diseases and resulting
8 quarantine((+));

9 4. ~~((A))~~ a female employee's temporary disability caused by or contributed to by
10 pregnancy and childbirth((+));

11 5. ~~((F))~~ the employee's medical or dental appointments, provided that the
12 employee's appointing authority has approved the use of sick leave for such
13 appointments((+));

14 6. ~~((To care for the employee's child or the child of an employee's domestic~~
15 ~~partner if the following conditions are met:~~

16 a. ~~The child is under the age of eighteen;~~

17 b. ~~The employee is the natural parent, stepparent, adoptive parent, legal~~
18 ~~guardian or other person having legal custody and control of the child;~~

19 c. ~~The employee's child or the child of an employee's domestic partner has a~~
20 ~~health condition requiring the employee's personal supervision during the hours of his/her~~
21 ~~absence from work; and,~~

22 d. ~~The employee actually attends to the child during the absence from work.~~

23 7. ~~Employees shall be entitled to use sick leave in the maximum amount of three~~

1 days for each instance where such employee is required to care for immediate family
2 members who are seriously ill. There shall be no limit on the use of sick leave to care for
3 children under paragraph I.6 of this section.

4 Up to one day of sick leave may be used by a male employee for the purpose of being
5 present at the birth of his child.

6 ~~J. An employee who has exhausted all of his or her sick leave may use accrued
7 vacation leave as sick leave before going on leave of absence without pay, if approved by
8 his or her appointing authority.))~~

9 To care for the employee's child as defined in this chapter if the child has an
10 illness or health condition which requires treatment or supervision from the employee; or

11 7. To care for other family members, if:

12 a. the employee has been employed by the county for twelve months or more
13 and has worked a minimum of nine hundred ten hours (thirty-five--hour employee) or one
14 thousand forty hours (forty-hour employee) in the preceding twelve months;

15 b. the family member is the employee's spouse or domestic partner, the
16 employee's child, a child of the employee's spouse or domestic partner, the parent of the
17 employee, employee's spouse or domestic partner or an individual who stands or stood in
18 loco parentis to the employee, the employee's spouse or domestic partner; and

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

20 i. the birth of a son or daughter and care of the newborn child, or
21 placement with the employee of a son or daughter for adoption or foster care, if the leave is
22 taken within twelve months of the birth, adoption or placement;

ii. the care of the employee's child or child of the employee's spouse or

2 domestic partner whose illness or health condition requires treatment or supervision by the

3 employee; or

4 iii. care of a family member who suffers from a serious health condition.

5 I. An employee may take a total of up to eighteen work weeks unpaid leave for his
6 or her own serious health condition, and for family reasons as provided in subsection H. 6
7 and 7 of this section, combined, within a twelve-month period. The leave may be
8 continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or
9 partial days as needed. Intermittent leave is subject to the following conditions:

10 1. When leave is taken after the birth or placement of a child for adoption or
11 foster care, an employee may take leave intermittently or on a reduced leave schedule only
12 if authorized by the employee's appointing authority;

13 2. An employee may take leave intermittently or on a reduced schedule when
14 medically necessary due to a serious health condition of the employee or a family member
15 of the employee; and

16 3. If an employee requests intermittent leave or leave on a reduced leave
17 schedule under subsection I.2 of this section that is foreseeable based on planned medical
18 treatment, the appointing authority may require the employee to transfer temporarily to an
19 available alternative position for which the employee is qualified and that has equivalent
20 pay and benefits and that better accommodates recurring periods of leave than the regular
21 position of the employee.

22 J. Use of donated leave shall run concurrently with the eighteen work week family
23 medical leave entitlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

K. The county shall continue its contribution toward health care benefits during any unpaid leave taken under subsection I of this section.

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

M. An employee who returns from unpaid family or medical leave within the time provided in this ordinance section is entitled, subject to bona fide layoff provisions, to:

1.a. The same position he or she held when the leave commenced; or

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

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

N. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from county service.

SECTION 4. Ordinance 7956, sections 2, 3, 4 and 5, as amended, and K.C.C.

3.12.245 are hereby repealed.

SECTION 5. Ordinance 12014, section 25, and K.C.C. 3.12.250 are each hereby amended to read as follows:

Leave of absence - ~~((A))~~ without pay. A. ~~((Full-time regular employees and part-time regular employees))~~ An employee eligible for leave benefits may take a leave ~~((s))~~ of absence without pay for ~~((periods of))~~ thirty calendar days or less if authorized in writing by the employee's appointing authority.

B. ~~((Full-time regular employees and part-time regular employees))~~ An employee eligible for leave benefits may take a leave ~~((s))~~ of absence without pay for ~~((periods of))~~

1 more than thirty calendar days if authorized in writing by the employee's appointing
2 authority and the director.

3 C. Leaves of absence without pay shall be for periods not to exceed one year except
4 that the director may, in special circumstances, grant an extension beyond one year.

5 D. Other employee benefits as provided in this chapter shall not be provided to or
6 accrue to the employee while on leave of absence without pay, except as provided in
7 K.C.C. 3.12.220.

8 E. If a leave of absence without pay was granted for purposes of recovering health,
9 the employee (~~may~~) shall be required by the director to submit a physician's statement
10 concerning the employee's ability to resume duties prior to return to work.

11 F. An employee on leave of absence without pay may return from the leave before
12 its expiration date if the employee provides the appointing authority with a written request
13 to that effect at least fifteen days prior to resuming duties.

14 G. Failure to return to work by the expiration date of a leave of absence without pay
15 shall be cause for removal and shall result in automatic termination of the employee from
16 county service.

1 H. A leave of absence without pay may be revoked by the director upon evidence
 2 submitted to the director by the appointing authority of the employee indicating that ((the))
 3 such leave ((of absence)) was requested and granted under false pretenses, or that the need
 4 for such leave ((of absence)) has ceased to exist.

5 SECTION 6. County employees receiving workers' compensation time loss benefits
 6 on the effective date of this ordinance, who are also receiving the county's insured benefits
 7 under an agreement between the county executive, Service Employees International Union,
 8 Local 6, representing scale operators and the International Brotherhood of Teamsters,
 9 Local 174, representing truck drivers and transfer station operators will continue to receive
 10 those insured benefits until termination of employment, return to work in a benefited
 11 position, or June 30, 1999, whichever occurs first.

12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22

13589

The county executive is directed to review current policies related to family and medical leave entitlements and their applicability to medical leaves resulting from industrial injury to determine if the county's practices should be modified. This review will include, but need not be limited to, policies and practices of other jurisdictions, requirements under the federal law, and an estimate of the costs of modifying current policies and practices. A report of the findings of this review and any resulting recommendations will be presented to the county council for consideration no later than June 1, 1999.

INTRODUCED AND READ for the first time this 9th day of March, 1998.

PASSED by a vote of 13 to 0 this 14th day of December 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Ronnie Miller
Chair

ATTEST:

Zimmerman
Clerk of the Council

APPROVED this 21 day of December, 1998

Robert Adams
King County Executive

Attachments: None

Memorandum of Agreement
Regarding
Wages for Administrative Support Services Occupational Group
By and Between
King County
And
Union Bargaining Coalition

WHEREAS King County and the Union Bargaining Coalition, representing International Brotherhood of Teamsters, Local 117; Office & Professional Employees International Union, Local 8; International Federation of Professional & Technical Engineers, Local 17; Service Employees International Union, Public Safety Employees, Local 519; Service Employees International Union, Local 6; and Washington State Council of County and City Employees, have bargained in good faith an agreement on wages and other related provisions;

WHEREAS such bargaining was conducted using a collaborative process designed to meet the interest of the parties, and represents a potential new bargaining direction for the County and its Unions;

WHEREAS the agreement reached by the parties require ratification by each bargaining unit, as part of the ratification process for a new collective bargaining agreement, and the Metropolitan King County Council, therefore,

IT IS HEREBY AGREED that the following provisions represent the agreement reached between King County and the Union Bargaining Coalition:

Duration of the Memorandum of Understanding Between Parties

The parties agree that the duration of the Memorandum of Agreement shall be the period January 1, 1999 through December 31, 2001.

Pay Ranges

The parties agree that the following classifications titles shall be compensated at the pay range and top step pay rates shown below:

Classification Title	Pay Range	1999 Top Step Pay Rate
<i>Fiscal Specialist I</i>	34	\$16.10
<i>Fiscal Specialist II</i>	38	\$17.70
<i>Fiscal Specialist III</i>	42	\$19.43
<i>Fiscal Specialist IV</i>	47	\$21.91
<i>Administrative Specialist I</i>	33	\$15.72
<i>Administrative Specialist II</i>	37	\$17.27
<i>Administrative Specialist III</i>	41	\$18.97
<i>Administrative Specialist IV</i>	46	\$21.38
<i>Customer Services Specialist I</i>	32	\$15.33
<i>Customer Services Specialist II</i>	36	\$16.87
<i>Customer Services Specialist III</i>	40	\$18.53
<i>Customer Services Specialist IV</i>	45	\$20.87
<i>Technical Information Processing Specialist I</i>	32	\$15.33
<i>Technical Information Processing Specialist II</i>	36	\$16.87
<i>Technical Information Processing Specialist III</i>	40	\$18.53
<i>Technical Information Processing Specialist IV</i>	45	\$20.87
<i>Administrative Office Assistant</i>	29	\$14.28
<i>Revenue Processor</i>	37	\$17.27

Effective Date of Pay Range Adjustments and Implementation Bargaining

The parties agree that the effective date of pay range adjustments shall be January 1, 1998, and that the effective date for bargaining unit employees hired after January 1, 1998 shall be their date of hire.

New King County Pay Plan

The parties agree that the above classification titles and pay rates will be placed on a squared, 10 step pay plan reflecting a 40 hour pay rate. Bargaining unit (hourly) employees scheduled to work less than 40 hours will be compensated at the appropriate step in the pay range. Future step progression will be provided as outlined in the applicable labor agreement. The 40 hour pay rate under the squared 10 step pay plan will be adjusted by annual cost of living increases provided for in the applicable labor agreement.

Step Placement on King County Pay Plan and Salary Y-Rating/Freeze

The parties agree that the following provisions apply in determining an employee's appropriate step placement and pay rate for bargaining unit positions:

- When a bargaining unit employee's classification is placed on a new salary range, the employee will be placed on the nearest step in the new range which provides an hourly rate at least 10 cents per hour greater than the employee's then current pay rate.
- When a bargaining unit employee's classification is placed on a new salary range with a top step which is lower than the employee's then current salary, the employee will have his/her then current salary y-rated or frozen. The employee's salary will remain frozen until such time as the application of a cost of living adjustment(s) make the new top step pay rate equal to, or greater than, the employee's y-rated or frozen salary. The employee's pay rate will then be adjusted to the new top step pay rate.

Step Progression

The parties agree that step progression for bargaining unit employees who are currently at the top of their pay range and who are placed at Step 1 of the higher pay range shall be as follows:

- Employees who have been at Step 10 for over 2.5 years are eligible to progress to Step 2.
- Employees who have been at Step 10 for over 5 years are eligible to progress to Step 3.

1999 Cost of Living Adjustment and Implementation of New Pay Ranges***Cost of Living Adjustment***

The parties agree that bargaining unit members shall receive a 2% cost of living increase effective January 1, 1999, consistent with the squared 1999 salary schedule provided that a cost of living increase has not previously been provided to such bargaining unit members.

Retroactive Pay Adjustment

The parties agree that the retroactive pay adjustment shall be the difference between the employee's old pay rate in effect December 31, 1998 and the employee's new pay rate upon placement on the new pay range for all hours worked in 1998. The 1999 retroactive pay adjustment shall be the difference between the employee's pay rate in effect January 1, 1999 and the employee's new pay rate upon placement on the new pay range for all hours worked through time of implementation in 1999.

This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen as a result of being over the market after the application of the 1999 cost of living increase.

Premium for Participating in Coalition Bargaining

The parties agree, as a premium for participating in coalition bargaining, that career service bargaining unit employees who are currently employed and who meet one of the following criteria after the application of the 1999 cost of living adjustment will receive a one-time only payment (less legally required withholding) equal to 2% of compensable wages earned during 1998:

1. Employees whose salaries are y-rated or frozen.
2. Employees who are placed at Step 10 of the new pay range.
3. Employees who lose one or more steps (progression) in the new pay range.
4. Employees who are not y-rated or frozen and who are currently compensated at the 35 hour pay rate on the current salary schedule and whose salary will be placed in a pay range based on the market (40 hour) pay rate on the new salary schedule.

Application of Pay Ranges as a Result of Collective Bargaining with Other Union(s)

Without any value attributed to the above referenced premium, the parties agree that should the County enter into an agreement with a union or otherwise compensate employees in the classifications of Fiscal Specialist I-IV, Administrative Specialist I-IV, Technical Information Processing Specialist I-IV, Customer Services Specialist I-IV and Revenue Processor in any manner greater than those terms of compensation agreed upon for bargaining unit members covered by the Memorandum of Agreement, the Memorandum of Agreement may be reopened by the parties for the purpose of

negotiating the application of the more favorable terms of compensation to bargaining unit members represented by the union bargaining coalition.

Allocations and Establishment of Pay Rates for Temporary Represented Employees

The parties agree that until such time as temporary positions have been allocated to the above classification titles and appropriate pay rates are established, temporary employees shall continue to receive applicable provisions of their collective bargaining agreement, including step and cost of living increases effective January 1, 1999. Further, the parties agree that temporary represented employees are to be allocated to the new classification titles indicated above.

Review of Allocations for Certain Represented Positions

“Pre-Implementation Review”

The parties agree that the County shall review the allocations of certain represented positions identified by participating Unions as “outliers” as part of the “fine-tuning” process necessary to complete these negotiations. The participating Unions agree to provide a list of “outliers” no later than July 1, 1999. Pay rate adjustments to the new squared 10-step hourly pay grid for classification allocations that are changed as a result of this “pre-implementation” review/fine-tuning will be effective January 1, 1998. The actual implementation of the new classifications will be effective upon ratification of this Memorandum of Agreement by each bargaining unit.

“Post-Implementation Review”

The parties agree that in recognition of the effort of the Union Bargaining Coalition on behalf of their respective members to provide equitable application of the Metropolitan King County Council Motion regarding classification/compensation, the County will request that the Personnel Board, consistent with its current and applicable procedures, establish a priority system for addressing classification allocation appeals. The County recognizes that the unions have an uncontested right to appeal classification determinations to the Personnel Board or as otherwise provided in each respective collective bargaining agreement. The priority system to be recommended to the Personnel Board will be as follows:

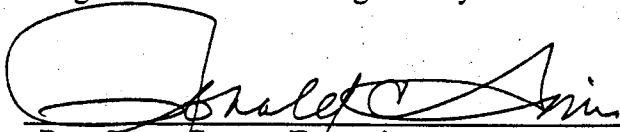
1. Appeals that are already in process under the Classification/Compensation Project Appeals Process.
2. Appeals filed by employees whose salaries have been y-rated or frozen.

- 3. Appeals filed by employees who are at Step 10 in the new pay range.
- 4. Appeals filed by employees whose allocation has resulted in a move to a higher step in the new salary schedule from their former step placement under the old salary schedule.
- 5. Other allocation issues identified by unions on behalf of their bargaining unit members due to demonstrated inequities that have been reviewed by the Union Bargaining Coalition with the Office of Human Resources Management.

THE PARTIES HEREBY AGREE to this Memorandum of Agreement dated as follows:

King County:

I agree on behalf of King County:

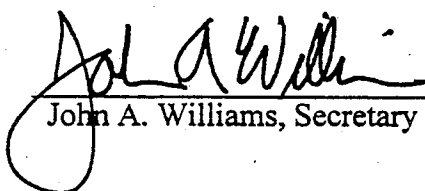


 Ron Sims, County Executive

4-5-99
 Date

Union Bargaining Coalition:


I agree on behalf of
International Brotherhood of Teamsters, Local 117:



 John A. Williams, Secretary Treasurer

4-5-99
 Date

I agree on behalf of
International Federation of Professional & Technical Engineers, Local 17:



 Kim Ramsey, Union Representative

4-5-99
 Date

