

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 21-AD

AND KING COUNTY

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ARTICLE 1: POLICY AND PURPOSE

Section 1. Policy. These Articles constitute an Agreement, terms of which have been negotiated in good faith between the King County Labor Negotiating Team and the Union subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

Section 2. 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 in writing the negotiated 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.

Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement they are intended to apply equally to either gender. The Employer and the Union further agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap or disability in administering and enforcing the provisions of this Agreement. Alleged violations of this section may be the subject of a grievance filed up to and including Step 3 of the grievance procedure set forth in Article 11 of this Agreement. Under no circumstances shall grievances alleging solely a violation of this provision be subject to the arbitration clause of Article 11.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1. Membership.** The Employer recognizes the Union as the exclusive bargaining  
3 representative for all regular full-time and regular part-time bargaining unit members of the Court  
4 Services, Inmate Management Services, and Psychiatric Services sections within the Department of  
5 Adult Detention.

6 a. Extra-help (temporary) employees shall be defined as all employees, other than  
7 regular full-time and regular part-time employees, doing bargaining unit work. Extra-help  
8 (temporary) employees are persons who have been employed for a portion of or throughout the  
9 calendar year whose purpose is to cover seasonal peaks work loads, emergency work loads of limited  
10 duration, necessary sick leave, vacation relief, parental leave, special projects, replacing an injured  
11 worker, or while a regular position is being filled. Extra-help (temporary) employees are  
12 supplementary to the regular work force and shall not be used to supplant regular employees or  
13 undermine the integrity of the master schedule.

14 **Section 2. Dues Deductions.** Upon receipt of written authorization individually signed by a  
15 bargaining unit member, the County will have deducted from the pay of such member the amount of  
16 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the  
17 Union. The Union will indemnify, defend, and hold the County harmless against any claims made  
18 and against any instituted against the County on account of any check-off of dues for the Union. The  
19 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
20 provision upon presentation of proper evidence thereof.

21 **Section 3. Agency Shop.** It shall be a condition of employment that all employees covered  
22 by this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on  
23 the thirtieth (30th) day following the beginning of such employment, become and remain members in  
24 good standing in the Union or pay an agency fee to the extent allowable by law. However, nothing  
25 contained in this section shall require an employee who holds bona fide religious beliefs that prohibit  
26 the payment of dues to union organizations to join the Union. The employee who holds such bona  
27 fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-  
28 religious charity or to another charitable organization mutually agreed upon by the employee affected

1 and the bargaining representative to which the employee would otherwise pay the dues. The  
2 employee shall furnish written proof that such payments have been made.

3 **Section 4. Employment Lists.** The County will transmit to the Union a current listing of all  
4 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice  
5 per calendar year. Such list shall include the name of the employee; classification, department,  
6 salary, and date of hire.

7 **Section 5. Exclusive Negotiations.** The Employer will not negotiate or handle grievances  
8 with any employee organization other than Local 21-AD with reference to terms and conditions of  
9 employment of the recognized bargaining unit members. When individuals or organizations other  
10 than Local 21-AD request negotiations or handling of grievances, they will be advised by the  
11 Employer to transmit their request to Local 21-AD. Similarly, Local 21-AD will advise any  
12 individuals or organizations seeking to negotiate or handle grievances that Local 21-AD is the  
13 exclusive representative of bargaining unit members in the Local and will be the only agency to  
14 approach the Employer on these matters.

15 **Section 6. No Work Stoppages.** The employer and the Union agree that the public interest  
16 requires efficient and uninterrupted performance of all County services and, to this end, pledge their  
17 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall  
18 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
19 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
20 County functions by employees under this Agreement and, should same occur, the Union agrees to  
21 take appropriate steps to end such interference. Any concerted action by any employees in the  
22 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

23 **Section 7. Responsibility of Local 21-AD.** Upon notification in writing by the County to  
24 the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in  
25 writing, order such members to immediately cease engaging in such work stoppage, and provide the  
26 County with a copy of such order. In addition, if requested by the County, a responsible official of  
27 the Union shall publicly order such bargaining unit member to cease engaging in such a work  
28 stoppage.

1        **Section 8. Penalties for Work Stoppage.** Any employee who commits any act prohibited in  
2 this Article shall be considered absent without authorized leave and shall be considered to have  
3 resigned.

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**ARTICLE 3: EMPLOYEE RIGHTS**

**Section 1. Disciplinary Action.** Employees who have completed their probationary period shall not be disciplined or discharged except for just cause. When the County initiates disciplinary action in response to a charge or complaint, the employee shall be apprised of the allegations. If the County imposes disciplinary action against an employee for any reason, the employee and the Union shall be notified in writing and shall be apprised of the right to grieve the imposed action as provided in Article 11 of this Agreement.

**Section 2. File Review by Member.** Any bargaining unit member shall have the right to examine his/her own departmental personnel files. Reasonable requests for copies of material contained in personnel files will be honored. The parties recognize that it may become necessary to charge for copies provided, beyond one copy of each document during any twelve (12)-month period, at the rate established by County Council ordinance.

**Section 3. File Review by Local 21-AD.** With written permission from the employee, Local 21-AD representatives shall have the right to examine the bargaining unit member's departmental personnel file.

**Section 4. No Secret Files.** There shall be no secret files on any bargaining unit member. Material placed into the employee's departmental personnel file relating to job performance or personal character shall be brought to his/her attention prior to placement in the file. The employee may challenge the inclusion of any document placed in the file as provided in Article 11 of this Agreement.

**Section 5.** At the employee's request, materials relating to corrective counseling will be removed from the employee's file after a twelve (12) month period unless another act of misconduct has been committed during the twelve (12) month period.

**Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or damage to essential personal property, other than damage or loss to their vehicle or property contained in their vehicle, while on duty shall have same repaired or replaced at County expense, provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork necessary to process claims covered under this section will be processed by the County with due

1 speed upon receipt of the claim from the employee.

2 **Section 7. Bulletin Boards.** The Employer agrees to permit the Union to post on County  
3 bulletin boards the announcement of meetings, election of officers, and any other material relating to  
4 Union activities so long as that material does not support or oppose political candidates or political  
5 issues.

6 **Section 8. Classifications.** The County will advise the Union in writing and in advance  
7 about the creation of any new or reclassified position. Such notification will include a list of duties  
8 and responsibilities, along with a statement about the desirable qualifications. The County and the  
9 Union will review and attempt to reach a mutual agreement in determination of inclusion or exclusion  
10 in the bargaining unit of any newly created or reclassified positions. Should the parties fail to reach a  
11 mutual agreement, the matter will be referred to the Public Employment Relations Commission for  
12 unit clarification. In the event that the County wishes to fill the position pending the unit/clarification  
13 decision, the promotional procedures contained in Article 13 shall apply.

14 **Section 9.** No employee shall be directed to work in a manner or condition that does not  
15 comply with State or Federal Law.

16 **Section 10.** For purposes of this Agreement, except for computation of sick leave and  
17 vacation, seniority shall be defined as length of continuous service within a classification without a  
18 break in that service. For purposes of sick leave and vacation accrual, seniority begins at the date of  
19 hire into the County. When a bargaining unit member is assigned to a temporary assignment, his/her  
20 seniority shall continue to accrue within the bargaining unit.

21 **Section 11.** Newly hired regular full-time and regular part-time employees shall serve a  
22 twelve (12) calendar months probationary period. Regular full-time and regular part-time employees  
23 who are hired into a bargaining unit position from other Department of Adult Detention (DAD)  
24 positions, or who transfer or who are promoted to a new bargaining unit position, shall serve a six (6)  
25 calendar months probationary period. The probationary period is an extension of the hiring process.  
26 Termination during this period is not grievable.

27 **Section 12.** King County agrees to provide all regular full-time and regular part-time  
28 employees transit passes during the term of this Agreement.

1        **Section 13.** Management will pay for the DAD badge agreed upon by LMRC to be given to  
2 new employees upon successful completion of probation.

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1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **Section 1.** It is recognized that the Employer retains the right, except as otherwise provided  
3 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of  
4 the Employer include, but are not limited to:

5 a. recruit, examine, select, promote, transfer and train Employees of its choosing, and  
6 to determine the times and methods of such actions;

7 b. assign and direct the work; assign overtime, utilizing the procedures agreed to  
8 under the provision of Article 14; develop and modify class specifications as well as assignment for  
9 the salary range for each classification and allocate positions to those classifications; determine the  
10 methods, materials and tools to accomplish the work; designate duty stations and assign Employees  
11 to those duty stations;

12 c. reduce the work force due to lack of work, funding or other cause consistent with  
13 efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or  
14 dismiss Employees for just cause;

15 d. establish reasonable work rules; assign the hours of work and assign Employees to  
16 shifts and days off in accordance with procedures set forth in the master schedule established by this  
17 Agreement. (Article 12, Section 1.); and

18 e. Discharge probationary employees during the term of their probation.

19 **Section 2.** All of the functions, rights, powers and authority of the Employer not specifically  
20 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by  
21 the Employer.

22 **Section 3.** Management may take whatever action necessary to implement biweekly pay  
23 when and if it is passed by the County Council.



1 ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN

2           The Employer will provide a medical, dental, and life insurance plan for all regular  
3 employees, and agrees to maintain such plans in effect and incorporate any changes recommended by  
4 the Labor Management Insurance Committee for the duration of this Agreement.

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**ARTICLE 6: HOLIDAYS**

**Section 1.** All regular full-time and regular part-time employees shall be entitled to, and compensated for, the following holidays (of up to eight hours), on the King County day of observance:

- a. New Year's Day
- b. Martin Luther King Jr's Birthday
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day
- h. Thanksgiving Day
- i. The Day After Thanksgiving
- j. Christmas Day
- k. Each regular full-time employee shall receive two (2) additional personal holidays

to be administered through the vacation plan. One day shall be accrued on the first day of October and one day shall be accrued on the first of November each year. Regular part-time employees shall accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work.

Holidays shall be observed in accordance with RCW 1.16.050, as amended.

**Section 2. Holiday Pay.** All employees shall take holidays on the King County official day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall either be paid for it, or the day shall be administered through the vacation plan, and shall be scheduled like any other vacation day, as provided for in Article 7 of this Agreement.

**Section 3.** Employees who work on the designated holiday shall be paid at one-and-one half (1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be administered like a vacation day, as provided for in Section 2 of this Article. Employees may request to receive cash for the holiday at any time; in no event shall employees be able to accumulate more

1 than 480 hours total of vacation and holiday time. Employees shall use or be cashed out for the  
2 excess holiday accrual prior to December 31<sup>st</sup> of the year in which the excess was accrued.

3 Section 4. Regular part-time employees shall receive pro-rated holiday benefits in the same  
4 manner as outlined in this Article.

5 Section 5. An employee's scheduled work day which spans two (2) calendar days shall be  
6 considered to have occurred on the calendar day it commences.

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1 **ARTICLE 7: VACATION LEAVE**

2 **Section 1.** All eligible regular full-time and regular part-time employees shall accrue vacation  
3 benefits for each hour in regular pay status exclusive of overtime according to the following table:

Length of Service	Annual Leave in Days Accrued per Year of Service
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

22 **Section 2.** Regular full-time employees shall accrue vacation leave benefits per pay period  
23 for each hour in pay status exclusive of overtime. Employees shall be eligible to take or be paid for  
24 vacation leave benefits after the completion of six (6) months of successful service.

25 **Section 3.** No employee shall work for compensation for the County in any capacity during  
26 the time that the employee is on vacation.

27 **Section 4.** Vacation may be used in one-half hour increments, at the discretion of the  
28 department director or division manager.

1 **Section 5.** Upon termination for any reason, an employee shall be paid for unused vacation  
2 up to the maximum allowed accumulation.

3 **Section 6.** In cases of separation by death, payment of unused vacation benefits shall be made  
4 to the employee's estate or, in applicable cases, as provided for by state law.

5 **Section 7.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time  
6 regular employees who are employed at least half-time and receive vacation and sick leave may  
7 accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week.  
8 Employees may accrue additional vacation beyond the maximum specified herein when, as a result of  
9 cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees shall  
10 use or forfeit the excess accrual prior to December 31 of the year in which the excess was accrued.

11 **Section 8. Regular Part-time Employees.** Employees whose employment status is regular  
12 part-time shall receive vacation leave benefits in accordance with the provision of this Article;  
13 however, such benefit shall be prorated based on the number of hours the employee is regularly  
14 scheduled to work.

15 **Section 9.** If an employee resigns from County employment in good standing or is laid off  
16 and subsequently returns to County employment within two years from such resignation or lay off, as  
17 applicable, the employee's prior County service shall be counted in determining the vacation leave  
18 accrual rate under this article.

19 **Section 10. Leave for Organ Donors.** The department shall allow employees eligible for  
20 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily  
21 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone  
22 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without  
23 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;  
24 provided that the employee shall:

25 1. Give the department reasonable advance notice of the need to take time off from  
26 work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury, pain  
27 or the eventual death of the identified recipient is foreseeable.

28 2. Provide written proof from an accredited medical institution, organization or

1 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue  
2 or to participate in any other medical procedure where the participation of the donor is unique or  
3 critical to a successful outcome.

4 **Section 11. Vacation Scheduling.** Vacation Preference requests for the period beginning  
5 March 1st and ending with the final day of February of the following calendar year, must be received  
6 no later than the February 1st preceding the twelve (12) month period during which the vacation is  
7 being requested in order to receive scheduling preference. Vacation preference requests shall be  
8 granted based upon seniority within job classification, within each facility, provided that essential  
9 facility operations are properly staffed at all times. Employees shall be advised by March 1st  
10 regarding approval or disapproval of their requests.

11 Vacation requests received after February 1st shall be considered based on the date of request;  
12 in the event two or more leave requests are submitted on the same date, seniority within job  
13 classification within facility shall be the determining factor.

14 Employees who have pre-approved leave time and who subsequently transfer to another job  
15 classification within the bargaining unit, or whose schedule or facility changes, shall be allowed to  
16 retain that pre-approved vacation period regardless of their seniority within the shift, facility, or job  
17 class to which they transfer, provided that essential facility operations are properly staffed at all  
18 times.

19 The parties shall enter into discussions following ratification of this Agreement regarding  
20 Psychiatric Evaluation Specialist (PES) vacation scheduling, staffing, and overtime assignments at  
21 the Seattle and Regional Justice Center facilities. The parties agree that any changes in practices that  
22 result from these discussions shall be reduced to a Memorandum of Understanding.

**ARTICLE 8: SICK LEAVE**

**Section 1.** Every eligible regular full-time and regular part-time employee shall accrue sick leave benefits at the hourly rate of 0.04616 for each hour in pay status exclusive of overtime or compensatory time up to a maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. Regular part-time employees shall receive sick leave benefits in accordance with the provisions of this Article; however, such benefit shall be prorated based on the number of hours the employee is regularly scheduled to work.

**Section 2.** After the first six months of regular service, a regular employee may, at the division manager's discretion, be permitted to use any accrued vacation as an essential extension of used sick leave.

**Section 3.** Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to work may be required of an employee for any sick leave used. Where an employee requests the use of family leave, management may require the employee to submit the doctor's certificate verifying the need for the employee's attendance. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the commencement of the employee's shift shall be grounds for disciplinary action.

**Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

**Section 5.** Separation from County employment, except by retirement, termination for nondisciplinary medical reasons, or reason by layoff due to lack of work, funds, or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing, terminate for nondisciplinary medical reasons, or be laid off, and return to County employment within two years, accrued sick leave shall be restored.

**Section 6.** Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who terminate

1 by reason of death shall be paid, or the estates be paid or as provided for by RCW Title 11, as  
2 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave  
3 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
4 mandatory withholdings.

5 Section 7. Accrued sick leave may be used for the following reasons:

6 • The employee's bona fide illness; but an employee who suffers an occupational  
7 illness may not simultaneously collect sick leave and worker's compensation benefits in a total  
8 amount greater than the net regular pay of the employee;

9 • The employee's incapacitating injury, but:  
10 ➤ an employee injured on the job may not simultaneously collect sick leave  
11 and worker's compensation benefits in a total amount greater than the net regular pay of the  
12 employee;

13 ➤ an employee who chooses not to augment his/her worker's compensation  
14 time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;

15 ➤ an employee who chooses to augment worker's compensation payments  
16 with the use of accrued sick leave shall notify the worker's compensation office in writing at the  
17 beginning of the leave;

18 • An employee may not collect sick leave and worker's compensation for  
19 physical incapacity due to any injury or occupational illness that is directly traceable to employment  
20 other than with the County.

21 • The employee's exposure to contagious disease and resulting quarantine;  
22 A female employee's temporary disability caused by or contributed to by pregnancy and  
23 childbirth.

24 • The employee's medical or dental appointments, provided that the employee's  
25 appointing authority has approved the use of sick leave for such appointments;

26 • To care for the employee's child if the child has an illness or health condition that  
27 requires treatment or supervision by the employee;

28 • To care for other family members if:



1 • the employee has been employed by the county for twelve months or more and has  
2 worked a minimum of one thousand, forty hours in the preceding twelve months;

3 • the family member is the employee's spouse or domestic partner, the employee's  
4 child, a child of the employee's spouse or domestic partner, the employee's parent, a parent of the  
5 employee's spouse or domestic partner; and

6 • the reason for the leave is one of the following:

7 (1) the birth of a son or daughter and care of the newborn child, or placement  
8 of the son or daughter by adoption or foster care, if the leave is taken within twelve months of the  
9 birth, adoption, or placement;

10 (2) to care for the employee's child, or child of the employee's spouse or  
11 domestic partner whose illness or health condition requires treatment or supervision by the employee;  
12 or

13 (3) Care of a family member who suffers from a serious health condition.

14 **Section 8.** An employee may take a total of up to eighteen weeks of unpaid leave for his/her  
15 own serious health condition (as defined by the King County Personnel Guidelines), and for family  
16 reasons as provided for in Section 7 above, within a twelve month period. The leave may be  
17 continuous (which is consecutive days or weeks), or intermittent (which is taken in whole or partial  
18 days as needed). Intermittent leave is subject to the following conditions:

19 • when leave is taken after the birth or placement of a child by adoption or foster care,  
20 an employee may take leave intermittently or on a reduced leave schedule only if authorized by the  
21 employee's appointing authority;

22 • an employee may take leave intermittently or on a reduced schedule when medically  
23 necessary due to a serious health condition of the employee or family member of the employee. If  
24 this leave is foreseeable based on planned medical treatment, the Department Director or his/her  
25 designee may require the employee to transfer temporarily to an available alternate position for which  
26 the employee is qualified and that has equivalent pay and benefits and that better accommodates  
27 recurring periods of leave than the employee's regular position.

28 Use of donated leave shall run concurrently with the eighteen work week family medical leave

1 entitlement. The County shall continue its contribution toward health care benefits during any unpaid  
2 leave taken under this section.

3 **Section 9.** An employee, who returns from unpaid family or medical leave within the time  
4 provided for in this Article, is entitled (subject to bona fide layoff provisions) to:

- 5 • the same position she/he held when the leave commenced; or
- 6 • a position with equivalent status, benefits, pay and other terms and conditions of  
7 employment, and
- 8 • the same seniority accrued before the date on which the leave commenced.

9 Failure to return by the expiration date of the leave of absence may be cause for removal, and may  
10 result in termination of the employee from County service.

11 **Section 10.** In January of each calendar year, employee sick leave usage will be reviewed.  
12 Regular full-time and regular part-time employees who have used two (2) or less days of sick leave  
13 during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours  
14 credited to their vacation account. Employees who have used more than two (2) but less than four (4)  
15 sick leave days shall have one (1) additional day credited to their vacation account. The additional  
16 vacation credits specified herein shall not affect sick leave amounts.

17 **Section 11.** Donation of Vacation and Sick Leave Hours.

18 **A.** Vacation leave hours.

19 1. Any full-time regular employee or part-time regular employee, who is  
20 employed at least half-time and receives vacation and sick leave may donate a portion of his or her  
21 accrued vacation leave to a full-time regular employee or part-time regular employee who is  
22 employed at least half-time and receives vacation and sick leave. Such donation will occur upon  
23 written request to and approval of the donating and receiving employees' department director(s),  
24 except that requests for vacation donation made for the purposes of supplementing the sick leave  
25 benefits of the receiving employee shall not be denied unless approval would result in a departmental  
26 hardship for the receiving department.

27 2. The number of hours donated shall not exceed the donor's accrued vacation  
28 credits as of the date of the request. No donation of vacation hours shall be permitted where it would

1 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

2                   3. Donated vacation leave hours must be used within ninety (90) calendar days  
3 following the date of donation. Donated hours not used within ninety (90) days or due to the death of  
4 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded  
5 from vacation leave payoff provisions contained in this Agreement. For purposes of this section, the  
6 first hours used by an employee shall be accrued vacation leave hours.

7                   **B. Sick leave hours.**

8                   1. Any full-time regular employee or part-time regular employee who is  
9 employed at least half-time and received vacation and sick leave may donate a portion of his or her  
10 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at  
11 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving  
12 employees' department director(s).

13                   2. No donation shall be permitted unless the donating employee's sick leave  
14 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No  
15 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar  
16 year.

17                   3. Donated sick leave hours must be used within ninety (90) calendar days.  
18 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall  
19 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
20 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For  
21 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

22                   **C. All donations of vacation and sick leave made under this Agreement are strictly**  
23 **voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other**  
24 **compensation or benefits in exchange for donating vacation or sick leave hours.**

25                   **D. All vacation and sick leave hours donated shall be converted to a dollar value**  
26 **based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be**  
27 **divided by the receiving employee's hourly rate to determine the actual number of hours received.**  
28 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time

1 hourly rate at the time of reconversion.

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**ARTICLE 9: MISCELLANEOUS LEAVE TIME**

**Section 1. Bereavement Leave.** Regular full-time and regular part-time employees shall be entitled to three (3) working days (to equal the hours in each employee's regularly scheduled shift) of bereavement leave per year due the death of a member of the employee's immediate family. Eligible employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a member of the employee's immediate family. For purposes of this section, immediate family is defined as the employee's spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner; and the child, parent, sibling, grandparent or grandchild of a spouse or domestic partner.

**Section 2. Union Business Leave.** Authorized Union representatives shall be allowed up to ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate Union business. Local 21-AD shall inform the employer of the names of authorized representatives. Prior to using any of the above-designated time, or leave bank time, employees will submit written requests to their supervisor for prior approval. The release of Union representatives for Union Business leave shall not be unreasonably denied. The Union shall provide the Department with as much notice as possible of the need for such leave. Any excess usage over ten (10) hours in a one (1) month period shall be subtracted from the bank in Section 3. Time spent attending the monthly Labor-Management Meeting shall not be deducted against either the ten (10) hours allotment or the leave bank, as provided in Section 3 of this Article.

**Section 3.** The Union will establish a union leave bank for union representatives to access to perform authorized Union activities. This bank shall be established through the donation of one (1) vacation hour annually by each regular employee in the bargaining unit. The accrued time in this bank will be limited to a maximum of three hundred (300) hours. When this limit is reached, these donations will discontinue until the accrued hours have dropped below two hundred (200).

The department agrees to administer the leave bank account provided the Union has sole discretion to determine what activities the bank is utilized for and which union representatives may access it.

**Section 4. Military Leave.** Regular full-time and regular part-time employees shall be

1 entitled to Military Leave in accordance with the King County Code and/or Personnel Guidelines.

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1 ARTICLE 10: LIMITED DUTY ASSIGNMENT POLICY DUE TO PREGNANCY

2 Limited duty assignments due to pregnancy shall be administered in accordance with the  
3 County Personnel Guidelines.

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**ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

**Section 1. Intent.** In the interest of continued good employee relations and morale, the County recognizes the importance and desirability of settling grievances promptly and fairly. To accomplish such, every effort will be made to settle grievances at the lowest possible level of supervision. Further, employees who choose to utilize the procedure set forth in this Article will be free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

**Section 2. Definition.** A grievance shall be defined as an alleged violation of any of the express terms of this contract to include wages, hours, and working conditions as specifically provided herein.

**Section 3.**

**Step 1.** A grievance shall be presented verbally or in writing by the aggrieved employee (and his/her selected representative if the employee wishes) within fifteen (15) calendar days from the date the employee should have known of the occurrence, to the first level of supervision outside the bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing within ten (10) calendar days from the date the grievance was received. If a grievance is not pursued by the employee and his/her representative to the next level of supervision within ten (10) calendar days from the date the Step 1 response is due or received, the grievance shall be presumed resolved.

**Step 2.** If after thorough discussion with the supervisor the grievance has not been resolved to the employee's satisfaction, the employee and/or his/her representative shall then present the grievance in writing to the department director for investigation, discussion, and written reply. The department director shall make a written decision available to the aggrieved employee with a copy mailed to the Union and the Office of Human Resources Management within fourteen (14) calendar days from the date the Step 2 grievance is received. Grievances at Step 3 and beyond must be processed through the Union's business representatives.

**Step 3.** Failing to settle the grievance in accordance with Step 2, the grievance shall be submitted in writing to the King County Director of the Office of Human Resources Management (hereinafter "Director OHRM") within twenty-one (21) calendar days from the date the Step 2



1 response was received or due, whichever occurs first. The Director OHRM shall schedule a hearing  
 2 within twenty-one (21) calendar days from the date of receipt of the written Step 3 grievance. Both  
 3 parties to the grievance shall be entitled to call witnesses on their behalf. All such hearings shall be  
 4 closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
 5 Director OHRM or his/her designee shall render a decision within ten (10) calendar days of the  
 6 hearing. Prior to the hearing if mutually acceptable, the parties shall attempt grievance mediation.  
 7 Mediator(s) shall be requested from a mutually agreeable source. If mediation occurs and no  
 8 settlement is reached, the Step 3 hearing will occur as described above.

9 **Step 4. Arbitration.** Should the Director OHRM not resolve the grievance to the  
 10 satisfaction of the Union, the Union may request arbitration within thirty (30) calendar days of the  
 11 date the Step 3 response was due. The request must specify:

- 12 a. Article or Articles the County has allegedly violated;
- 13 b. details or nature of the violation;
- 14 c. position of party who is referring the grievance to arbitration;
- 15 d. questions which the arbitrator is being asked to decide; i.e., issues  
 16 statement; and
- 17 e. remedy sought.

18 **Section 4. Selection of Arbitrator.** Should arbitration be chosen, the arbitrator shall be  
 19 selected from a panel of eleven arbitrators furnished by Public Employment Relations Commission  
 20 (P.E.R.C) or Federal Mediation and Conciliation Service (F.M.C.S.). The arbitrator will be selected  
 21 from the list by both the employer and the Union alternately striking a name from the list until only  
 22 one name remains. It shall be the responsibility of the party requesting arbitration to contact the  
 23 appropriate entity for a list. The arbitrator shall be asked to render a decision promptly and the  
 24 decision of the arbitrator shall be final and binding on both parties.

25 **Section 5. Authority of the Arbitrator.** In connection with any arbitration proceeding held  
 26 pursuant to this Agreement, the following is understood:

- 27 a. The arbitrator shall have no power to render a decision that will add to, subtract  
 28 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to

1 interpretation or application of the expressed terms of this Agreement. All other matters shall be  
2 excluded from arbitration.

3           b. No matter may be arbitrated which the employer, by law, has no authority over, has  
4 no authority to change, or has been delegated to any civil service commission or personnel board, as  
5 defined in the Revised Code of Washington, Chapter 41.56.

6           c. The parties agree that the decision or award of the arbitrator shall be final and  
7 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of  
8 work, or lockout during such conferences or arbitration.

9           d. Each party shall bear one half (1/2) of the arbitrator's fee and expenses.

10           **Section 6. Witness Expenses.** Each party shall bear the cost of any witness appearing on  
11 that party's behalf, except that witnesses called by the Employer who are bargaining unit members  
12 shall suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

13           **Section 7. Timeliness and Extensions.** Failure by an employee or the Union to comply with  
14 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;  
15 provided, however, any time limits stipulated in the grievance procedure may be extended for stated  
16 periods of time by the appropriate parties by mutual agreement, in writing.

17           **Section 8. Arbitration Awards.** Arbitration awards or grievance settlements shall not be  
18 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is  
19 based, that date being fifteen (15) or fewer calendar days prior to the initial filing of the grievance,  
20 unless the circumstances of the grievance were not and could not have been known by the grievant.

21           **Section 9. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days  
22 prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations  
23 Commission (PERC), the complaining party will notify the other party, in writing, meet and make a  
24 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise  
25 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair  
26 Labor Practice.

**ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK**

**Section 1. Master Schedule.** It is agreed that for each classification in the bargaining unit, the employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining unit members. Prior to implementing any large-scale changes to a master schedule, the employer agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by the employees for a period of time to be determined by the parties, but not to exceed fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules for a unit (PES, Classification, PR, Supervised Release, and Clerical) have not been changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened for a rebid.

**Section 2. Bid Process.** When a bargaining unit position becomes vacant or new positions are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off of the position.

**Section 3.** Employees are allowed to request specific duty assignments; however, nothing in this Agreement shall preclude management from making duty assignments based on the operational needs of the department. All requests shall be considered and a determination shall be made based on the operational needs of the department and the seniority of the employee.

**Section 4. Work Week.** The normal work week shall consist of five (5) consecutive days on and two consecutive days off resulting in forty (40) hours of work for the week. The work week shall begin on Sunday at 12:00 a.m. (0001) and end on Saturday at 11:59 p.m. (2359).

**Section 5. Alternative Work Schedules.** This Agreement does not preclude the implementation of alternative work schedules outside the master schedule. However, the County shall notify the Union prior to the implementation of such schedules to allow the Union an opportunity to meet with management to discuss the proposed changes. Effective January 1, 2000, the Department shall make available flextime options for bargaining unit members (predetermined one-half hour before or after regularly scheduled shift).

**Section 6. Lunch Breaks.** An unpaid lunch break of not less than thirty (30) minutes or

1 more than one (1) hour shall be allowed approximately midway through each shift. The length of the  
2 bargaining unit's lunch break at the time of the signing of this Agreement shall remain in effect unless  
3 conditions of the agency change and a change in working hours is required. If such does occur, the  
4 employer agrees to meet with the Union to negotiate the terms of the change.

5 **Section 7. Relief Period.** All bargaining unit members shall be allowed one (1) relief period  
6 during the first half of the shift and one (1) relief period during the second half of the shift. A relief  
7 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of  
8 such relief period.

9 **Section 8. Temporary Assignment.** Nothing in this Article is meant to preclude temporary  
10 assignment or reassignment of an employee because of illness, vacation, emergency, training  
11 orientation, etc.

12 **Section 9. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels.** A two (2)  
13 person minimum on day shift weekdays in the Seattle facility is contingent upon a normal staffing of  
14 three (3). A one (1) person minimum on evening shift and day shift weekends in the Seattle facility is  
15 contingent upon a normal staffing level of two (2).

16 It is also understood that maintaining safety of inmates waiting to be seen by psych staff is the  
17 responsibility of correctional staff.

18 The parties shall enter into discussions following ratification of this Agreement regarding PES.  
19 staffing and overtime assignments at the Seattle and Regional Justice Center facilities. The parties  
20 agree that any changes in practices that result from these discussions shall be reduced to a  
21 Memorandum of Understanding.

**ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

**Section 1.** Employees are encouraged to seek advancement within their specific work units as well as within the County as a whole. In order to promote such, the department shall post announcements informing employees of open recruitment opportunities within all County departments. Should a promotional position become available within the bargaining unit, bargaining unit members are required to compete for such in accordance with the procedures set forth in the County Personnel Guidelines for the Career Service.

Vacant and or newly created bargaining unit positions will be posted for application by bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting shall be made available for application within the department.

**Section 2. Special Assignments.** When a special assignment is available for unit members, such assignment will be posted in a public place. All interested bargaining unit members shall be given the opportunity to apply for the special assignment regardless of work location, shift, or job assignment. In selecting unit members for such assignments, management will consider, among other factors, including each member's qualifications, the desirability for all members to have an opportunity to work special assignments.

**ARTICLE 14: OVERTIME AND CALLBACK****Section 1. Overtime.**

a. For the purpose of this Agreement, overtime shall be defined as all hours actually worked in excess of forty (40) hours in the work week (sick leave, vacation, and holidays are not hours worked). When a bargaining unit member works overtime, compensation for such shall be at one and one-half (1-1/2) times the employee's regular hourly rate as defined by the Fair Labor Standards Act. No overtime shall be worked, unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

b. If an emergency necessitates a bargaining unit member to receive telephone calls at home, and such calls do not result in a need to return to work, the calls shall be logged (with respect to time and issue) and the employee receiving such calls shall be paid either straight time or overtime, as applicable.

c. Overtime and extra hour scheduling will be a proper topic for discussion at a Unit or Department Labor-Management meeting and procedures adopted shall be posted in each work area where they are applicable. Such scheduling shall be done in accordance with the provisions of Addendum A to this Agreement. PES overtime scheduling shall be done in accordance with the provisions of Section 5 of this Article.

d. Overtime will be on a voluntary basis except in the case of an emergency when mandatory overtime may be required by the department.

**Section 2. Callback.** All bargaining unit members who are called back to work after completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-four (24)-hour period.

**Section 3. Court Appearances.** Bargaining unit members who are required to "stand by" for court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the provisions as

1 outlined in Section 2 above shall apply. If the employee is not required to appear in court, a  
2 minimum of four (4) hours shall be paid at the standby rate.

3 **Section 4.** In lieu of overtime pay, an employee may request compensatory time off at the  
4 rate of time and one half for each hour of overtime that was worked. Compensatory time will be  
5 mutually agreed to; provided, however, a maximum of eighty (80) non-replenishable total  
6 compensatory time hours may be accrued in a one (1) year period. At the end of the first quarter of  
7 each calendar year, any remaining balance must be paid to the employee. Employees agree that it  
8 would be an undue hardship to request to use compensatory time during a period the unit is below  
9 minimum staffing levels and their absence must be covered through calling-in another employee on  
10 overtime. In those circumstances where regular staffing is equal to one (1) person per shift (*i.e.*,  
11 minimum staffing), this scheduling restriction shall not apply.

12 **Section 5. PES Overtime Policy.** Available preplanned overtime will be offered to regular  
13 PES staff to bid on for a two week period. (Bids must be in by the first of the month for overtime  
14 shifts after the 15th of that month and by the 15th of the month for overtime shifts beginning on the  
15 1st of the following month). At the end of the two week bidding period seventy-five percent (75%)  
16 of the overtime will be assigned by seniority. Twenty-five percent (25%) of available preplanned  
17 overtime will be reserved to be divided among interested on-call staff. These shifts will only be  
18 available after regular staff has exercised their contractual privilege to bid on them.

19 Once the above process is completed all assigned overtime shifts are final. Shifts scheduled  
20 to fill vacant positions may be canceled by management once the position is filled.

21 Any staff (regular or on-call) may be called for unplanned staffing needs. These shifts will be  
22 filled on a first come first served basis.

23 The parties shall enter into discussions following ratification of this Agreement regarding PES  
24 staffing and overtime assignments at the Seattle and Regional Justice Center facilities. The parties  
25 agree that any changes in practices that result from these discussions shall be reduced to a  
26 Memorandum of Understanding.

1 **ARTICLE 15: WAGES**

2 **Section 1. Wages.** The following list is a complete listing of classifications and pay ranges  
3 covered by this Agreement; the salary ranges listed below shall be effective January 1, 2000:

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5 Class Code	Previous Class Name	New Class Name	Range
6 0706	Volunteer Program Coordinator	Occupational Education and Training Coordinator	54
7 1421	Pretrial Case Worker	Forensic Counselor	54
8 1420	Pretrial Screener	Personal Recognizance Investigator	52
9 1415	Psychiatric Evaluation Screener	Psychiatric Evaluation Specialist	57
10 1220	Recreation Specialist	Recreation Coordinator	48
11 1047	Corrections Program Specialist	Corrections Program Specialist	54
12 0013	Office Technician II	Administrative Specialist II	37
13 0012	Office Technician I	Administrative Specialist I	33
14 0007	Office Assistant III	Administrative Office Assistant	29

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18 Pay ranges shall be equivalent to those listed on the King County Standardized Salary

19 Schedule. If, as a result of negotiations for a successor agreement, the Corrections Officers negotiate

20 a higher rate of increase than the standard County COLA, the parties agree to reopen negotiations

21 concerning wages.

22 **Section 2. Step Increases.** Employees shall receive within-range increases from one step to

23 the next higher step, upon satisfactory completion of the probationary period and annually thereafter

24 as provided below.

25 a. Upon completion of the six months of satisfactory service an employee's salary

26 shall be advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at

27 Step 2, it shall be advanced to the next higher step, upon completion of six (6) months satisfactory

28 performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the



1 appointing authority.

2           **b.** Annual Step Incentive Increases shall be effective with the first pay period received  
3 in January of each calendar year.

4           **Section 3. Acting Pay.** Employees who are assigned in writing (including by electronic  
5 mail) by their supervisor to perform the duties of a higher classification for a period of one (1) full  
6 working day or more, shall receive five (5) percent additional compensation for all such day(s)  
7 worked.

8           **Section 4. 2000 Increase:** Effective January 1, 2000, wage rates in effect on December 31,  
9 1999, shall be increased by an amount equal to ninety percent (90%) of the percentage difference  
10 between the All Cities CPI-W September 1998 - September 1999; provided, however, that the  
11 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater  
12 than six percent (6%).

13           **Section 5. 2001 Increases:** Effective January 1, 2001, wage rates in effect on December 31,  
14 2000, shall be increased by an amount equal to ninety percent (90%) of the percentage difference  
15 between the All Cities CPI-W September 1999 - September 2000; provided, however, that the  
16 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater  
17 than six percent (6%).

18           **Section 6. 2002 Increase:** Effective January 1, 2002, wage rates in effect on December 31,  
19 2001, shall be increased by an amount equal to ninety percent (90%) of the percentage difference  
20 between the All Cities CPI-W September 2000 - September 2001; provided, however, that the  
21 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater  
22 than six percent (6%).

23           **Section 7.** Employees assigned in writing (including by electronic mail) by their supervisor  
24 or administrator to perform training duties will be paid at a rate which is five percent (5%) higher  
25 than their regular rate of pay for all hours worked in those capacities.

26           **Section 8.** All extra help or on-call temporary staff will be paid at the first step of the salary  
27 schedule of the classification whose duties they are hired to perform.

28           **Section 9.** Employees who are required to be licensed or certified as a condition of

1 employment will have their annual professional fees reimbursed by the Department.

2        **Section 10.** The Union agrees to the implementation of the County's biweekly payroll  
3 process when and if an effectuating ordinance is passed by Council.

4        **Section 11.** Employees will be paid five hundred dollars (\$500.00) per year who translate a  
5 language in the workplace identified by management as a language for which translation activity is  
6 necessary. The stipend shall be paid to eligible employees in April of each year. Eligible employees  
7 shall be required to pass a language proficiency test administered by the County.

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1 **ARTICLE 16: JURY DUTY**

2       **Section 1. General.** An employee required by law to serve on jury duty shall continue to  
3 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.  
4 However, once relieved or dismissed for the day from duty by the court, the employee is required to  
5 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.  
6 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the  
7 employee shall be required to work his/her next regularly scheduled shift which has a starting time of  
8 twelve (12) hours or more after dismissal.

9       **Section 2. Notice.** When an employee is notified to serve on jury duty, he/she will inform  
10 his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,  
11 regarding the dates of absence from regular duties.

12       **Section 3. Fees and Mileage.** The fees, exclusive of mileage, paid by the court for jury duty  
13 shall be forwarded to the King County Office of Finance.

1 ARTICLE 17: REDUCTION IN FORCE

2 Section 1. Order of Layoff. If a layoff should occur due to lack of work or lack of funds,  
3 employees shall be laid off in accordance with their seniority with first consideration given to job  
4 class within the bargaining unit and second consideration given to total consecutive employment  
5 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid  
6 off. No regular or probationary employee shall be laid off while there is a temporary or extra-help  
7 (temporary) employee serving in a position which a regular or probationary employee is qualified to  
8 fill.

9 Section 2. Bumping Rights. In lieu of layoff, a regular or probationary employee may  
10 request a demotion to a position in a lower classification formerly held by the employee being laid off  
11 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the  
12 employee who is being bumped.

13 Section 3. Order of Recall. The names of laid off employees will be placed on a re-  
14 employment list in reverse order of the actual layoff. Such list will remain in effect for a period of  
15 two years or until all laid off employees are rehired with the County, whichever comes first.

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1 ARTICLE 18: AUTOMOBILE EXPENSE

2           Bargaining unit members who have been authorized to use their own transportation on County  
3 business shall be reimbursed at the rate per mile as established by ordinance of the King County  
4 Council.

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**ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

**Section 1. General.** The parties acknowledge that the training and development of employees is a matter of primary importance.

**Section 2. Training Opportunities.** Notice of special schools and training opportunities will be posted and all interested personnel will be allowed to apply for these opportunities prior to any final selection.

**Section 3. Education Incentive.** The parties endorse the value of higher education achievements by employees. In order to encourage such accomplishments, the Employer will reimburse employees for the cost of tuition and books when the courses are taken at an accredited institution and provided the courses are currently job related to the work being done by the employee and not primarily related to personal growth or general advanced training. To be eligible to receive reimbursement, the employee must maintain a grade of "C" or better (or its equivalent) in each course for which reimbursement is sought. The employee agrees to repay the full amount upon separation from county employment if the separation occurs within two (2) years of the completion of the course. In addition, where workshops, conferences, and other training seminars are directly job related and are not available in a formal accredited institution, the Department Director (or his/her designee) may, at his/her discretion, approve the reimbursement of enrollment at such workshop, conference, or seminar. Proof of attendance will be required.

1 **ARTICLE 20: SAVINGS CLAUSE**

2       **Section 1. Violations.** If an Article or part of an Article of this Agreement should be decided  
3 by a court of competent jurisdiction or by mutual agreement of the employer and Local 21-AD to be  
4 in violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part  
5 of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not  
6 be affected.

7       **Section 2. Replacement.** If a determination or decision is made pursuant to section 1 of this  
8 Article that part of this Agreement is in violation of federal, state, or local law, the parties to this  
9 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

10       **Section 3. Compliance.** Should this Agreement or any section or Article be found not in  
11 compliance with federal regulations, and where compliance with such regulations is required as  
12 condition for the receipt and expenditure of federal funds, the employer and Local 21-AD agree to  
13 immediately convene and re-negotiate the Agreement, section, or Article with such regulations.

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1 ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING

2 This Agreement is the entire Agreement between the employer and Local 21-AD. The parties  
3 acknowledge that they have fully bargained with respect to terms and conditions of employment and  
4 have settled them for the duration of this Agreement. This Agreement terminates all prior agreements  
5 and understandings and concludes all collective bargaining for the duration of this Agreement.

6 Should either party desire to change or modify the terms of this Agreement, the initiating party agrees  
7 to contact the other party to obtain approval for such change or modification. All changes or  
8 modifications to this written Agreement must be in the form of a Letter of Understanding. Such  
9 letters require the signature of an authorized representative of the Union, the Department Director,  
10 and the Director of the Office of Human Resource Management or his/her designee.

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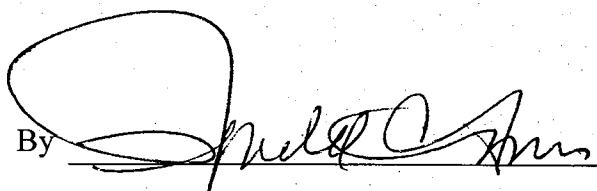


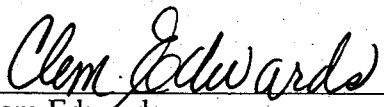
1 ARTICLE 22: DURATION

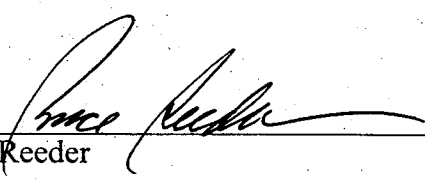
2 Section 1. Duration. This Agreement shall become effective January 1, 2000 and shall  
3 remain in effect through December 31, 2002. Either party may give written notice of its intent to ter-  
4minate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to  
5the expiration date. Negotiations must commence no later than thirty (30) days prior to the expiration  
6date unless mutually agreed.

7 Section 2. Council Approval. The employer shall submit the Agreement to the County  
8 Council for approval by ordinance within thirty (30) days of signing by both parties.

9  
10 APPROVED this 21 day of September 1999

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14 By   
15 King County Executive

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20  9-10-99  
21 Clem Edwards Date  
22 Washington State Council of County  
23 and City Employees, Local 21-AD

24  
25  9.10.99  
26 Bruce Reeder Date  
27 President  
28 Washington State Council of County  
and City Employees, Local 21-AD

# ADDENDUM A

13646

## Addendum A: Overtime Scheduling Procedures for 21-AD

The parties hereby agree to the following overtime scheduling procedures for the employees covered by this Agreement, excluding PES staff:

**Section 1. Definitions.** The parties acknowledge that it is the Department's policy to minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as a guarantee of overtime assignments. Eligibility to work overtime shall be determined by the Department.

a. **Planned overtime assignments.** Planned overtime assignments consist of all known absences due to vacation, sick leave, training, etc., and all vacant positions assigned to the section but not staffed.

b. **Unplanned overtime assignments.** Unplanned overtime assignments consist of needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

c. **Mandatory overtime.** Mandatory overtime is overtime required when an emergency exists.

d. **Mandatory overtime minimum staffing.** Minimum staffing for the purposes of mandatory overtime is defined as the number of staff needed to address essential/critical functions on a short-term and/or emergent basis.

**Section 2. Overtime Scheduling.** An overtime sign-up sheet shall be posted at each facility on or before the 4<sup>th</sup> and will remain through the 20<sup>th</sup> of each month, allowing staff members interested in working overtime a chance to indicate the date and shift they will be available to work. These sign-up sheets will be used to fill all known overtime needs for the coming month on a seniority basis. The supervisor(s) shall attempt to post the confirmed overtime schedule three days prior to the end of the month. This posting shall allow for any adjustments that need to be made, prior to the beginning of the new month.

The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility that they are willing to work. The list shall be faxed to the other facility on the 21<sup>st</sup>.

When assigning overtime, the supervisor(s) will make a good faith effort to distribute the

1 overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion  
2 in back-filling all known absences, subject to the operational needs of the Department.

3 Once the overtime schedule has been posted, the employee is expected to work as if it is a  
4 regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or  
5 are late for that assignment, administrative action shall be taken.

6 **Section 3. Planned Overtime Scheduling.**

- 7 a. Planned overtime shall be assigned on a seniority basis;  
8 b. Staff shall first be scheduled at the facility to which they are assigned;  
9 c. Remaining overtime shifts shall be assigned to available persons from either facility  
10 (availability shall be determined via communication between supervisors after the initial overtime  
11 assignments have been made).

12 **Section 4. Unplanned Overtime Scheduling.**

13 When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling  
14 the position and then check with the volunteers on the sign-up sheet for that day to see if there is  
15 someone available and interested.

16 **Section 5. Mandatory Overtime Needs.**

17 The need for mandatory overtime shall normally be determined by the Director (or his/her  
18 designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels  
19 fall below that which is needed to address essential/critical functions for more than a short period of  
20 time. The supervisor(s) shall assess work load and operational needs to determine minimum staffing  
21 levels and shall make every effort to ensure that there is at least one person each shift (two staff  
22 members splitting a shift is acceptable). In general, supervisors shall extend those on duty to cover  
23 the overtime needs.

24 **Essential/Critical functions include, but are not limited to, the following:**

25 Classification: Primary interviews; disciplinary/ADSEG hearings

26 Screeners: Released persons screened for necessity of No Contact Orders

27 These examples are listed for illustrative purposes and may not be construed as an exhaustive  
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1 or exclusive listing.

2 Reverse seniority shall be used to determine availability of staff members for mandatory  
3 overtime. Consideration will be given to each person's work schedule; hours shall not exceed 17  
4 consecutive hours worked.

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Sideletter Agreement

This letter of agreement between Washington State Council Of County And City Employees Local 21-AD and King County operates to modify the terms of the existing collective bargaining agreement, and is effective from January 1, 2000 through December 31, 2002.

1. Training Issues.

The Union and the Department shall meet during the term of this Agreement to develop strategies for obtaining and scheduling cost-effective training for bargaining unit members.

2. Overtime Calculations.

Beginning January 1, 2000, and continuing through the term of this Agreement, overtime shall be defined as all hours worked in excess of forty (40) hours in the work week. For purposes of this Agreement, "hours worked" shall include the following:

- Vacation, when such vacations are pre-approved and prescheduled; and
- Mandatory training for bargaining unit members who are ordered to attend training

on a particular date/time when such training cannot be rescheduled to a non-overtime period.

3. Work Schedules

A labor-management committee shall be formed to review the results of an independent audit to be performed on unit work load and schedules during the term of this Agreement.

Signed this day on behalf of Washington State Council of County and City Employees, Local 21-AD:

*Clem Edwards*  
 Clem Edwards \_\_\_\_\_ Date 9-10-99

*Bruce Reeder*  
 Bruce Reeder \_\_\_\_\_ Date 9.10.99  
 President

Signed this day on behalf of King County:  
*[Signature]*  
 King County Executive \_\_\_\_\_ Date 9-21-99

13646  
1999.554

MEMORANDUM OF AGREEMENT  
BETWEEN  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
LOCAL 21-AD  
AND KING COUNTY  
FOR  
January 1, 1999 - December 31, 1999

This Memorandum of Agreement between WSCCCE, Local 21-AD and King County operates to extend the provisions of the current collective bargaining agreement between the parties, subject to ratification by the King County Council and the Union membership, with the following modifications:

**Replaces Article 6: Holidays of the collective bargaining agreement in its entirety as follows:**

**Section 1.** All regular full-time and regular part-time employees shall be entitled to, and compensated for, the following holidays (of up to eight hours) on the King County day of observance:

- a. New Year's Day;
- b. Martin Luther King, Jr's Birthday;
- c. President's Day;
- d. Memorial Day;
- e. Independence Day;
- f. Labor Day;
- g. Veteran's Day;
- h. Thanksgiving Day;
- i. the day after Thanksgiving Day;
- j. Christmas Day;
- k. any day designated by public proclamation of the chief executive of the state as a legal holiday;
- l. each regular full-time employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be accrued on the first of October and one day shall be accrued on the first of November each year. Regular part-time employees shall accrue these holidays

on a pro-rated basis, based on their regularly scheduled hours of work.

Holidays shall be observed in accordance with RCW 1.16.050, as amended.

**Section 2. Holiday Pay.** All employees shall take holidays on the day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall either be paid for it, or the day shall be administered and scheduled like any other vacation day, as provided in Article 7 of this Agreement. Employee may request to cash out the holiday earned at any time; in no event shall employees be able to accumulate more than 480 hours total of vacation and holiday time. Employees shall use or be cashed out for the excess holiday accrual prior to December 31<sup>st</sup> of the year in which the excess was accrued.

**Section 3.** Employees who work on the designated holiday shall be paid at one-and-one half (1-1/2) times their regular rate of pay for all hours worked on the holiday in addition to receiving either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be administered like a vacation day, as provided for in Section 2 of this Article.

**Section 4.** Regular part-time employees shall receive pro-rated holiday benefits in the same manner as outlined in this Article.

**Section 5.** An employee's scheduled work day which spans two (2) calendar days shall be considered to have occurred on the calendar day it commences.

**Amends Article 15: Wages, as follows:**

**Section 1. Wages.** The following classifications shall receive a two percent (2%) wage increase effective January 1, 1999: Volunteer Coordinator, Pretrial Case Worker, Pretrial Screener, Psychiatric Evaluation Screener, Recreation Specialist, and Corrections Program Specialist. It is agreed that incumbents in the clerical support job classifications contained in this bargaining unit shall be compensated according to the provisions of the Memorandum of Understanding regarding Wages for Administrative Support Services Occupational Group entered into by and between King County and the Union Bargaining Coalition, of which WSCCCE Local 21-AD was a member. That Memorandum of Understanding is incorporated as Addendum A to this Agreement.

**Amends Article 14: Overtime and Callback, as follows:**

Beginning July 1, 1999, and continuing through the term of this Agreement, overtime shall be defined as all hours worked, in excess of forty (40) hours in the work week. For purposes of this Agreement, "hours worked" shall include the following:

- Vacations, when such vacations are pre-approved and pre-scheduled ; and
- Mandatory training for bargaining unit members who are ordered to attend training on a particular date/time when such training cannot be rescheduled to a non-overtime period.

**Amends Article 22: Duration, as follows:**

**Section 1. Duration.** This Agreement shall become effective January 1, 1999 and shall remain in effect through December 31, 1999.

All other provisions of the collective bargaining agreement expiring on December 31, 1998 shall remain in full force and effect.

APPROVED this 21 day of September, 1999

By [Signature]  
King County Executive

[Signature]  
Clem Edwards  
Washington State Council of County  
and City Employees, Local 21-AD

9-10-99  
Date

[Signature]  
Bruce Reeder  
President  
Washington State Council of County  
and City Employees, Local 21-AD

9.10.99  
Date



# **COLLECTIVE BARGAINING AGREEMENT 13646**

between

**KING COUNTY**

and

**Washington State Council of County and City Employees  
Local 21-AD**

Representing Employees in the King County Department of  
Adult Detention

**January 1, 1996 through December 31, 1998**

**[080] Rollover**

**for January 1, 1999 through December 31, 1999**

ORDINANCE NO. 12465

**13546**

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Washington State Council of County and City Employees, representing employees in the Department of Adult Detention; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Washington State Council of County and City Employees, representing employees in the Department of Adult Detention and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

INTRODUCED AND READ for the first time this 16<sup>th</sup> day of September, 19 96.

PASSED by a vote of 12 to 0 this 23<sup>rd</sup> day of September, 19 96.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Guall G. Peters  
Clerk of the Council

APPROVED this 4<sup>th</sup> day of October, 19 96.

for Kevin Raymond  
King County Executive

Attachment:  
Collective Bargaining Agreement



## 1 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

## 2 LOCAL 21-AD

## 3 AND KING COUNTY

4  
5 ARTICLE 1: POLICY AND PURPOSE

6 Section 1. Policy. These Articles constitute an Agreement, terms of which have been  
7 negotiated in good faith between the King County Labor Negotiating Team and the Union  
8 subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council  
9 of King County, Washington.

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

18 Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement  
19 they are intended to apply equally to either gender. The employer and the Union further agree that  
20 they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital  
21 status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence  
22 of any sensory, mental or physical handicap or disability. Issues arising under this section should be  
23 taken to the appropriate agency and are not subject to the grievance procedure of this contract.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1.** Membership.. The Employer recognizes the Union as the exclusive bargaining  
3 representative for all full- and part-time bargaining unit members of the Court Services, and Inmate  
4 Management Services with the Department of Adult Detention.

5 a. Extra-help (temporary) employees shall be defined as all employees, other than  
6 regular full-time and regular part-time employees, doing bargaining unit work. Extra-help  
7 (temporary) employees are persons who have been employed for a portion of or throughout the  
8 calendar year whose purpose is to cover seasonal peaks work loads, emergency work loads of limited  
9 duration, necessary sick leave, vacation relief, parental leave, special projects, replacing an injured  
10 worker, or while a regular position is being filled. Extra-help (temporary) employees are  
11 supplementary to the regular work force and shall not be used to supplant regular employees or  
12 undermine the integrity of the master schedule.

13 **Section 2.** Dues Deductions. Upon receipt of written authorization individually signed by a  
14 bargaining unit member, the County will have deducted from the pay of such member the amount of  
15 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the  
16 Union. The Union will indemnify, defend, and hold the County harmless against any claims made  
17 and against any instituted against the County on account of any check-off of dues for the Union. The  
18 Union agrees to refund to the County any amounts paid to it in error on account of the check-off  
19 provision upon presentation of proper evidence thereof.

20 **Section 3.** Agency Shop. It shall be a condition of employment that all employees covered  
21 by this Agreement who are members of the Union in good standing as of the effective date of the  
22 Agreement shall remain members in good standing. It shall also be a condition of employment that  
23 all other employees covered by this Agreement shall within thirty (30) days of the effective date of  
24 this Agreement become and remain members in good standing in the Union. It shall also be  
25 condition of employment that all regular employees covered by this Agreement and hired or assigned  
26 into the bargaining unit on or after its effective date shall, on the thirtieth (30) day following the  
27 beginning of such employment, become and remain members in good standing in the Union;  
28 provided, however, that nothing contained in this section shall require an employee to join the Union

1 who can substantiate membership in a church or religious body that, through bona fide religious  
2 tenets or teachings, prohibits the payment of dues to union organizations, in which case the employee  
3 shall pay an amount of money equivalent to the regular union dues to a non-religious charity or to  
4 another charitable organization mutually agreed upon by the employee affected and the bargaining  
5 representative to which the employee would otherwise pay the dues. The employee shall furnish  
6 written proof that such payments have been made.

7 Section 4. Employment Lists. The County will transmit to the Union a current listing of all  
8 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice  
9 per calendar year. Such list shall include the name of the employee, classification, department,  
10 salary, and date of hire.

11 Section 5. Exclusive Negotiations. The Employer will not negotiate or handle grievances  
12 with any employee organization other than Local 21-AD with reference to terms and conditions of  
13 employment of the recognized bargaining unit members. When individuals or organizations other  
14 than Local 21-AD request negotiations or handling of grievances, they will be advised by the  
15 Employer to transmit their request to Local 21-AD. Similarly, Local 21-AD will advise any  
16 individuals or organizations seeking to negotiate or handle grievances that Local 21-AD is the  
17 exclusive representative of bargaining unit members in the Local and will be the only agency to  
18 approach the Employer on these matters.

19 Section 6. No Work Stoppages. The employer and the Union agree that the public interest  
20 requires efficient and uninterrupted performance of all County services and, to this end, pledge their  
21 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall  
22 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
23 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
24 County functions by employees under this Agreement and, should same occur, the Union agrees to  
25 take appropriate steps to end such interference. Any concerted action by any employees in the  
26 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

27 Section 7. Responsibility of Local 21-AD. Upon notification in writing by the County to the  
28 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in

1 writing, order such members to immediately cease engaging in such work stoppage, and provide the  
2 County with a copy of such order. In addition, if requested by the County, a responsible official of  
3 the Union shall publicly order such bargaining unit member to cease engaging in such a work  
4 stoppage.

5 Section 8. Penalties for Work Stoppage. Any employee who commits any act prohibited in  
6 this Article shall be considered absent without authorized leave and shall be considered to have  
7 resigned.

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1.** Disciplinary Action. Employees who have completed their probationary period  
3 shall not be disciplined or discharged except for just cause. When the County initiates disciplinary  
4 action in response to a charge or complaint, the employee shall be apprised of the allegations. If the  
5 County determines to bring disciplinary action against an employee for any reason, the employee  
6 shall be notified in writing and be apprised of his/her rights of appeal as provided in Article 11 of this  
7 Agreement.

8 **Section 2.** File Review by Member. Any bargaining unit member shall have the right to  
9 examine his/her own departmental personnel files. Reasonable requests for copies of material  
10 contained in personnel files will be honored. The parties recognize that it may become necessary to  
11 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,  
12 at the rate established by County Council ordinance.

13 **Section 3.** File Review by Local 21-AD. With written permission from the employee, Local  
14 21-AD representatives shall have the right to examine the bargaining unit member's departmental  
15 personnel file.

16 **Section 4.** No Secret Files. There shall be no secret files on any bargaining unit member.  
17 Material placed into the employee's departmental personnel file relating to job performance or  
18 personal character shall be brought to his/her attention prior to placement in the file. The employee  
19 may challenge the inclusion of any document placed in the file as provided in Article 11 of this  
20 Agreement.

21 **Section 5.** At the employee's request, materials relating to corrective counseling will be  
22 removed from the employee's file after a twelve (12) month period unless another act of misconduct  
23 has been committed during the twelve (12) month period.

24 **Section 6.** Personal Property Damage. Employees who unavoidably suffer a loss or damage  
25 to essential personal property, other than damage or loss to their vehicle or property contained in their  
26 vehicle, while on duty shall have same repaired or replaced at County expense, provided that such  
27 reimbursement shall not exceed three hundred (\$300) per incident. Paperwork necessary to process  
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1 claims covered under this section will be processed by the County with due speed upon receipt of the  
2 claim from the employee.

3 Section 7. Bulletin Boards. The Employer agrees to permit the Union to post on County  
4 bulletin boards the announcement of meetings, election of officers, and any other material relating to  
5 Union activities so long as that material does not support or oppose political candidates or political  
6 issues.

7 Section 8. Classifications. The County will advise the Union in writing and in advance about  
8 the creation of any new or reclassified position. Such notification will include a list of duties and  
9 responsibilities, along with a statement about the desirable qualifications. The County and the Union  
10 will review and attempt to reach a mutual agreement in determination of inclusion or exclusion in the  
11 bargaining unit of any newly created or reclassified positions. Should the parties fail to reach a  
12 mutual agreement, the matter will be referred to the Public Employment Relations Commission for  
13 unit clarification. In the event that the County wishes to fill the position pending the unit/clarification  
14 decision, the promotional procedures contained in Article 13 shall apply.

15 Section 9. No employee shall be directed to work in a manner or condition that does not  
16 comply with State or Federal Law.

17 Section 10. For purposes of this Agreement except for computation of sick leave and  
18 vacation, seniority shall be defined as length of continuous service within a classification without a  
19 break in that service. For purposes of sick leave and vacation accrual, seniority begins at the date of  
20 hire into the County. When a bargaining unit member is assigned to a temporary assignment, his/her  
21 seniority shall continue to accrue within the bargaining unit.

22 Section 11. Newly hired employees shall serve a six (6) month probationary period. The  
23 probationary period is an extension of the hiring process. Termination during this period is not  
24 grievable.

25 Section 12. If King County Council passes an ordinance giving employees bus passes during  
26 this Agreement, bargaining unit will receive them at that time.

27 Section 13. Management will pay for the DAD badge agreed upon by LMRC to be given to  
28 new employees upon successful completion of probation.

1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **Section 1.** It is recognized that the Employer retains the right, except as otherwise provided  
3 in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of  
4 the Employer include, but are not limited to:

5 a. recruit, examine, select, promote, transfer and train Employees of its choosing,  
6 and to determine the times and methods of such actions;

7 b. assign and direct the work; assign overtime, utilizing the procedures agreed to  
8 under the provision of Article 14; develop and modify class specifications as well as assignment for  
9 the salary range for each classification and allocate positions to those classifications; determine the  
10 methods, materials and tools to accomplish the work; designate duty stations and assign Employees  
11 to those duty stations;

12 c. reduce the work force due to lack of work, funding or other cause consistent  
13 with efficient management and procedures set forth in this Agreement; discipline, suspend, demote,  
14 or dismiss Employees for just cause; and

15 d. establish reasonable work rules; assign the hours of work and assign  
16 Employees to shifts and days off in accordance with procedures set forth in the master schedule  
17 established by this Agreement. (Article 12. Section 1.).

18 e. Discharge probationary employees during the term of their probation.

19 **Section 2.** All of the functions, rights, powers and authority of the Employer not specifically  
20 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by  
21 the Employer.

22 **Section 3.** Management may take whatever action necessary to implement biweekly pay  
23 when and if it is passed by the County Council.

1 ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN

2           The Employer will provide a medical, dental, and life insurance plan for all regular  
3 employees, and agrees to maintain such plans in effect and incorporate any changes recommended by  
4 the Labor Management Insurance Committee for the duration of this Agreement.

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1 **ARTICLE 6: HOLIDAYS**

2 **Section 1.** All full-time and permanent part-time employees shall be entitled to, and  
3 compensated for, the following holidays:

- 4 a. the first of January, known as New Year's Day;
- 5 b. the third Monday in January, known as Martin Luther King, Jr's Birthday;
- 6 c. the third Monday in February known as President's Day;
- 7 d. the last Monday in May known as Memorial Day;
- 8 e. the Fourth of July known as Independence Day;
- 9 f. the first Monday in September known as Labor Day;
- 10 g. the eleventh of November known as Veteran's Day;
- 11 h. the fourth Thursday in November known as Thanksgiving Day;
- 12 i. the day after Thanksgiving Day;
- 13 j. the twenty-fifth of December known as Christmas Day;
- 14 k. any day designated by public proclamation of the chief executive of the state as  
15 a legal holiday;
- 16 l. each full-time employee shall receive two (2) additional personal holidays to  
17 be administered through the vacation plan. One day shall be accrued on the first of October and one  
18 day shall be accrued on the first of November each year.

19 **Section 2.** Holiday Pay. All employees shall take holidays on the day of observance unless  
20 their work schedule requires otherwise for continuity of services, in which event, they shall either  
21 schedule and take another day off in lieu thereof within one hundred-twenty (120) days of the  
22 observed day or be paid for it. This holiday shall be taken at the employee's request, subject to  
23 approval by management, but in no case can more than two (2) consecutive days off in lieu of  
24 holidays be requested. Requests for days off in lieu of holidays shall be submitted at least two (2)  
25 weeks in advance, in writing. Employees regularly scheduled to work on a holiday may request the  
26 day off. Requests will be granted for the time off in seniority order for all requests submitted prior to  
27 six months before the scheduled holiday. Requests made less than six months in advance will be  
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1 granted in the order received. In order to maintain minimum staffing levels as determined by  
2 management, requests for time off may be denied beginning with the latest request received.

3 In the event the holiday is not scheduled and taken within one hundred-twenty (120) calendar  
4 days of the date of the holiday, then the employee shall be paid for the holiday at the straight time  
5 rate. No holiday(s) shall be carried over into the succeeding calendar year, except those holidays in  
6 which the one hundred-twenty-first (121) day will not occur until the following calendar year. PERS  
7 I employees must use all their accrued holiday time prior to retirement.

8 Section 3. Work performed on holidays shall be paid at one and one-half times the regular  
9 rate in addition to either receiving the regular pay for the day or another day off in lieu of the pay. In  
10 order to be eligible to be paid for the holiday, an employee must be in pay status the day before and  
11 the day after the holiday.

12 Section 4. A regular part-time employee shall receive pro-rated holiday benefits in the same  
13 manner as outlined in this Article.

14 Section 5. An employee's scheduled work day which spans two (2) calendar days shall be  
15 considered to have occurred on the calendar day it commences.

1 **ARTICLE 7: VACATION LEAVE**

2 **Section 1.** All regular full-time and part-time employees shall accrue vacation benefits  
3 according to the following table effective prospectively from the first full pay period following date  
4 of council approval:

5

<b>Length of Service</b>	<b>Annual Leave in Days Accrued per Year of Service</b>
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

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Employees who were employed on or before December 31, 1995, and by that date had completed at least three (3) but less than five (5) full years of service shall accrue fifteen (15) days of vacation leave per year. At the end of the fifth (5) full year of service, such employees shall accrue vacation leave as set forth above.

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

1        **Section 3.** No employee shall work for compensation for the County in any capacity during  
2 the time that the employee is on vacation.

3        **Section 4.** Vacation may be used in one-half hour increments, at the discretion of the  
4 department director or division manager.

5        **Section 5.** Upon termination for any reason, an employee shall be paid for unused vacation  
6 up to the maximum allowed accumulation.

7        **Section 6.** No employee shall earn the equivalent of a month's vacation credit during a month  
8 when the employee is absent without pay more than three (3) working days; provided, however, that  
9 discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce  
10 vacation credit. An employee shall not be granted vacation benefits if not previously accrued.

11       **Section 7.** In cases of separation by death, payment of unused vacation benefits shall be made  
12 to the employee's estate or, in applicable cases, as provided for by state law.

13       **Section 8.** Full-time employees may accrue up to sixty (60) days vacation leave. Part-time  
14 regular employees who are employed at least half-time and receive vacation and sick leave may  
15 accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week.

16       Employees may accrue additional vacation beyond the maximum specified herein when, as a  
17 result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees  
18 shall use or forfeit the excess accrual prior to December 31 of the year in which the excess was  
19 accrued.

20       **Section 9.** Regular Part-time Employees. Employees whose employment status is regular  
21 part-time shall receive vacation leave benefits in accordance with the provision of this Article;  
22 however, such benefit shall be prorated based on the number of hours the employee is regularly  
23 scheduled to work.

24       **Section 10.** If an employee resigns from County employment in good standing or is laid off  
25 and subsequently returns to County employment within two years from such resignation or lay off, as  
26 applicable, the employee's prior County service shall be counted in determining the vacation leave  
27 accrual rate under this article.

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1            Section 11. Leave for Organ Donors. The department shall allow employees eligible for  
2 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily  
3 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone  
4 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without  
5 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;  
6 provided that the employee shall:

7            1.        Give the department reasonable advance notice of the need to take time off  
8 from work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury,  
9 pain or the eventual death of the identified recipient.

10           2.        Provide written proof from an accredited medical institution, organization or  
11 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue  
12 or to participate in any other medical procedure where the participation of the donor is unique or  
13 critical to a successful outcome.

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1 **ARTICLE 8: SICK LEAVE**

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

7 **Section 2.** No employee shall earn sick leave credits during a month when the employee is  
8 absent without pay more than three (3) working days; provided, however, that discipline resulting in  
9 suspension not exceeding ten (10) working days shall not serve to reduce sick leave credit. An  
10 employee shall not be granted sick leave benefits if not previously approved.

11 **Section 3.** After the first six months of full-time service, a regular employee may, at the  
12 division manager's discretion, be permitted to use up to five (5) days of vacation as an essential  
13 extension of used sick leave. If an employee does not work a full twelve months, any vacation credit  
14 used for sick leave must be reimbursed to the County upon termination.

15 **Section 4.** Management is responsible for the proper administration of this benefit. A  
16 doctor's certificate verifying illness or inability to perform work may be required of an employee for  
17 any sick leave used when the County suspects there has been an abuse of sick leave.

18 **Section 5.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

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

23 **Section 7.** Employees eligible to accrue sick leave and who have successfully completed at  
24 least five (5) years of County service and who retire as a result of length of service or who terminate  
25 by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as  
26 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave  
27 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
28 mandatory withholdings.

1        **Section 8.** Accrued sick leave may be used for the following reasons:

2            1.        The employee's bona fide illness; provided, that an employee who suffers an  
3 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
4 in a total amount greater than the net regular pay of the employee;

5            2.        The employee's incapacitating injury, provided that:

6            a.        An employee injured on the job may not simultaneously collect sick  
7 leave and worker's compensation payments in a total amount greater than the net regular pay of the  
8 employee;

9            b.        An employee may not collect sick leave for physical incapacity due to  
10 any injury or occupational illness which is directly traceable to employment other than with the  
11 County.

12           3.        Exposure to contagious diseases and resulting quarantine.

13           4.        A female employee's temporary disability caused by or contributed to by  
14 pregnancy and childbirth.

15           5.        The employee's medical or dental appointments, provided that the employee's  
16 appointing authority has approved the use of sick leave for such appointments.

17           6.        To care for the employee's child or the child of an employee's domestic  
18 partner if the following conditions are met:

19           a.        The child is under the age of eighteen;

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

22           c.        The employee's child or the child of an employee's domestic partner  
23 has a health condition requiring the employee's personal supervision during the hours of his/her  
24 absence from work;

25           d.        The employee actually attends to the child during the absence from  
26 work.

27           7.        Illness within the employee's immediate family which requires the attendance  
28 of the employee or where the employee's presence on the job could jeopardize the health of fellow

1 employees. Under these conditions, the employee may use accrued sick leave the same as if the  
2 employee was personally under a medical disability. The supervisor may require a doctor's certificate  
3 showing the requirement that the employee be in attendance.

4 8. In each case of absence due to illness or injury, it shall be the responsibility of  
5 the employee to notify the employee's supervisor of the absence and the anticipated duration of the  
6 absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the  
7 commencement of the employee's shift shall be grounds for disciplinary action.

8 9. Up to one day of sick leave may be used by an employee for the purpose of  
9 being present at the birth of his/her child.

10 ~~Section 9.~~ Section 9. An employee who has exhausted all of his/her sick leave may use accrued vacation  
11 leave as sick leave before going on leave of absence without pay, if approved by the department's  
12 division manager.

13 Section 10. In January of each calendar year, employee sick leave usage will be reviewed.  
14 Permanent full-time and part-time employees who have used two (2) or less days of sick leave during  
15 the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours credited  
16 to their vacation account. Employees who have used more than two (2) but less than four (4) sick  
17 leave days shall have one (1) additional day credited to their vacation account. The additional  
18 vacation credits specified herein shall not affect sick leave amounts.

19 Section 11. Regular Part-Time Employees. Employees whose employment status is regular  
20 part-time shall receive sick leave benefits in accordance with the provisions of this Article; however,  
21 such benefit shall be prorated based on the number of hours the employee is regularly scheduled to  
22 work.

23 Section 12. Donation of Vacation and Sick Leave Hours.

24 A. Vacation leave hours.

25 1. Any full-time regular employee or part-time regular employee, who is  
26 employed at least half-time and receives vacation and sick leave may donate a portion of his or her  
27 accrued vacation leave to a full-time regular employee or part-time regular employee who is  
28 employed at least half-time and receives vacation and sick leave. Such donation will occur upon

1 written request to and approval of the donating and receiving employees' department director(s),  
2 except that requests for vacation donation made for the purposes of supplementing the sick leave  
3 benefits of the receiving employee shall not be denied unless approval would result in a departmental  
4 hardship for the receiving department.

5           2.       The number of hours donated shall not exceed the donor's accrued vacation  
6 credits as of the date of the request. No donation of vacation hours shall be permitted where it would  
7 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

8           3.       Donated vacation leave hours must be used within ninety (90) calendar days  
9 following the date of donation. Donated hours not used within ninety (90) days or due to the death of  
10 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded  
11 from vacation leave payoff provisions contained in this Agreement. For purposes of this section, the  
12 first hours used by an employee shall be accrued vacation leave hours.

13           B.       Sick leave hours.

14           1.       Any full-time regular employee or part-time regular employee who is  
15 employed at least half-time and received vacation and sick leave may donate a portion of his or her  
16 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at  
17 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving  
18 employees' department director(s).

19           2.       No donation shall be permitted unless the donating employee's sick leave  
20 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No  
21 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar  
22 year.

23           3.       Donated sick leave hours must be used within ninety (90) calendar days.  
24 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall  
25 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions  
26 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For  
27 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.  
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1 C. All donations of vacation and sick leave made under this Agreement are strictly  
2 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other  
3 compensation or benefits in exchange for donating vacation or sick leave hours.

4 D. All vacation and sick leave hours donated shall be converted to a dollar value based on  
5 the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided  
6 by the receiving employee's hourly rate to determine the actual number of hours received. Unused  
7 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at  
8 the time of reconversion.

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1 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

2 **Section 1.** Bereavement Leave. Regular full-time employees shall be entitled to three (3)  
3 days of bereavement leave per year due to death of a member of the employee's immediate family.  
4 Regular full-time employees who have exhausted their bereavement leave shall be entitled to use sick  
5 leave in the amount of three (3) days for each instance when death occurs to a member of the  
6 employee's immediate family.

7 **Section 2.** For the purpose of this Agreement, immediate family is construed to mean persons  
8 related by blood or marriage or through a domestic partnership to an employee as follows:  
9 grandmother, grandfather, mother, father, husband, wife, son, daughter, legally adopted child,  
10 brother, sister, grandchild, and any persons for whose financial or physical care the employee is  
11 principally responsible.

12 **Section 3.** Union Business Leave. Authorized Union representatives shall be allowed up to  
13 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate  
14 Union business. Local 21-AD shall inform the employer of the names of authorized representatives.  
15 Prior to using any of the above-designated time, or leave bank time, employees will submit written  
16 requests to their supervisor for prior approval. Any excess usage over ten (10) hours shall be  
17 subtracted from the bank in Section 4.

18 **Section 4.** The Union will establish a union leave bank for union representatives to access to  
19 perform authorized Union activities. This bank shall be established through the donation of one (1)  
20 vacation hour annually by each regular employee in the bargaining unit.

21 The department agrees to administer the leave bank account provided the Union has sole  
22 discretion to determine what activities the bank is utilized for and which union representatives may  
23 access it.

24 The release of union representatives for union business leave shall not be unreasonably  
25 denied. The Union will provide the department with a minimum of five (5) days notice of the need to  
26 access the bank.

1 ARTICLE 10: LIMITED DUTY ASSIGNMENT POLICY DUE TO PREGNANCY

2 Section 1.

3 A. Limited duty assignment policy due to pregnancy.

4 1. The County is committed to affirmative action in hiring and the full  
5 participation of women in all occupations throughout the County's work force.

6 2. Pregnancy is a normal occurrence in a woman's life.

7 3. The County has already established maternity and parental leaves for its  
8 employees.

9 4. It is desirable to establish a policy to reasonably accommodate pregnant female  
10 County employees in a medically approved limited duty assignment.

11 B. Definition.

12 "Employee," for purposes of this limited duty assignment policy, means a full-time  
13 regular employee or a part-time regular employee. Promotional probation may be extended at the  
14 discretion of the director and after consultation with an employee's appointing authority so an  
15 employee who utilizes the limited duty provisions of this section has the opportunity to perform for  
16 the established promotional probationary period.

17 C. Establishment of Policy.

18 1. It is the policy of the County to recognize that pregnancy is a normal event in a  
19 woman's life and that provisions shall be made to provide all female employees the opportunity to  
20 continue to participate in the work force during and up to three months after a pregnancy.

21 2. A female employee, who upon the advice of her physician, cannot safely  
22 perform all of the normal duties of her job due to pregnancy and who indicates a desire to continue  
23 working prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon  
24 concurrence of the director receive consideration for temporary reassignment. The County shall,  
25 where reasonably possible, accommodate a female employee's desire for medically approved  
26 continued employment during pregnancy and up to three (3) months thereafter via one (1) or more of  
27 the three (3) alternatives listed. The first alternative shall have preference and assignments and/or  
28 reassignments shall be given within an employee's department where possible. The Office of Human

1 Resources Management shall be responsible for coordination of the following limited duty  
2 alternatives:

3 a. Temporary assignment to limited duties within the employee's  
4 classification.

5 b. Temporary reassignment of the employee to a similar classification  
6 with equal pay for which the employee is qualified;

7 c. Only if the director concurs that an employee cannot reasonably be  
8 accommodated by paragraphs C.2.a or b in this Article, temporary reassignment of the employee can  
9 be made to another classification for which the employee is qualified but with lesser pay, to be  
10 assigned at the pay step closest to that which the employee was receiving in her normal job  
11 classification.

12 3. The executive shall determine and facilitate any necessary interfund transfers  
13 when an employee is temporarily reassigned to another department.

14 Section 2.

15 A. Limitations.

16 1. Temporary assignments and/or reassignments made pursuant to this Article  
17 shall be limited to the period of temporary incapacity caused by pregnancy both before childbirth and  
18 upon return to work, all prior to the time when released by the employee's physician to return to full  
19 duty.

20 2. For the purposes of this Article, temporary incapacity is defined as the period  
21 during which because of pregnancy the employee cannot perform all of her regular duties but is  
22 capable of performing a temporary limited duty assignment provided by the County as listed in  
23 paragraph C Section 1 of this Article and, for purposes of this policy, in no instance shall such  
24 temporary incapacity extend more than three (3) months after termination of the pregnancy.

25 3. Female employees shall continue to be eligible for paid accrued vacation and  
26 sick leave and leave of absence without pay pursuant to the personnel rules and provisions of this  
27 Agreement during the period of temporary incapacity due to pregnancy, pregnancy related conditions,  
28 and parenting.



1           B.       Procedures. The director will develop procedures to implement this policy which shall  
2 include verification of the medical basis for the limited duty request. The Union and management  
3 will meet to review and agree on such procedures prior to implementation.

4           C.       Severability. Should any subsection, paragraph, sentence, clause or phrase of this  
5 Article be declared unconstitutional or invalid for any reason, such decision shall not affect the  
6 validity of the remaining portions of this Agreement.

1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

2       **Section 1.** Intent. In the interest of continued good employee relations and morale, the  
3 County recognizes the importance and desirability of settling grievances promptly and fairly. To  
4 accomplish such, every effort will be made to settle grievances at the lowest possible level of  
5 supervision. Further, employees who choose to utilize the procedure set forth in this Article will be  
6 free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

7       **Section 2.** Definition. A grievance shall be defined as an alleged violation of any of the  
8 express terms of this contract to include wages, hours, and working conditions as specifically  
9 provided herein.

10       **Section 3.**

11       **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved employee (and  
12 his/her selected representative if the employee wishes) within fifteen (15) calendar days from the date  
13 the employee should have known of the occurrence, to the first level of supervision outside the  
14 bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the matter and  
15 notify the employee in writing within ten (10) calendar days from the date the grievance was  
16 received. If a grievance is not pursued by the employee and his/her representative to the next level of  
17 supervision within ten (10) calendar days from the date the Step 1 response is due or received, the  
18 grievance shall be presumed resolved.

19       **Step 2.** If after thorough discussion with the supervisor the grievance has not been resolved to  
20 the employee's satisfaction, the employee and/or his/her representative shall then present the  
21 grievance in writing to the department director for investigation, discussion, and written reply. The  
22 department director shall make a written decision available to the aggrieved employee with a copy  
23 mailed to the Union and the Office of Human Resources Management within fourteen (14) calendar  
24 days from the date the Step 2 grievance is received. Grievances at Step 3 and beyond must be  
25 processed through the Union's business representatives.

26       **Step 3.** Failing to settle the grievance in accordance with Step 2, the grievance shall be  
27 submitted in writing to the King County Director of the Office of Human Resources Management  
28 (hereinafter "Director OHRM") within twenty-one (21) calendar days from the date the Step 2

1 response was received or due, whichever occurs first. The Director OHRM shall schedule a hearing  
2 within twenty-one (21) calendar days from the date of receipt of the written Step 3 grievance. Both  
3 parties to the grievance shall be entitled to call witnesses on their behalf. All such hearings shall be  
4 closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The  
5 Director OHRM or his/her designee shall render a decision within ten (10) calendar days of the  
6 hearing. Prior to the hearing if mutually acceptable, the parties shall attempt grievance mediation.  
7 Mediator(s) shall be requested from a mutually agreeable source. If mediation occurs and no  
8 settlement is reached, the step 3 hearing will occur as described above.

9 Step 4. Arbitration. Should the Director OHRM not resolve the grievance to the satisfaction  
10 of the Union, the Union may request arbitration within thirty (30) calendar days of the date the Step 3  
11 response was due. The request must specify:

- 12 a. Article or Articles the County has allegedly violated;
- 13 b. details or nature of the violation;
- 14 c. position of party who is referring the grievance to arbitration;
- 15 d. questions which the arbitrator is being asked to decide; i.e., issues statement;
- 16 and;
- 17 e. remedy sought.

18 Section 4. Selection of Arbitrator. Should arbitration be chosen, the arbitrator shall be  
19 selected from a panel of eleven arbitrators furnished by P.E.R.C. or F.M.C.S. The arbitrator will be  
20 selected from the list by both the employer and the Union alternately striking a name from the list  
21 until only one name remains. It shall be the responsibility of the party requesting arbitration to  
22 contact the appropriate entity for a list. The arbitrator shall be asked to render a decision promptly  
23 and the decision of the arbitrator shall be final and binding on both parties.

24 Section 5. Authority of the Arbitrator. In connection with any arbitration proceeding held  
25 pursuant to this Agreement, the following is understood:

- 26 a. The arbitrator shall have no power to render a decision that will add to, subtract  
27 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to  
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1 interpretation or application of the expressed terms of this Agreement. All other matters shall be  
2 excluded from arbitration.

3 b. No matter may be arbitrated which the employer, by law, has no authority  
4 over, has no authority to change, or has been delegated to any civil service commission or personnel  
5 board, as defined in the Revised Code of Washington, Chapter 41.56.

6 c. The parties agree that the decision or award of the arbitrator shall be final and  
7 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of  
8 work, or lockout during such conferences or arbitration.

9 d. Each party shall bear one half (1/2) of the arbitrators' fee and expenses.

10 Section 6. Witness Expenses. Each party shall bear the cost of any witness appearing on that  
11 party's behalf, except that witnesses called by the Employer who are bargaining unit members shall  
12 suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

13 Section 7. Timeliness and Extensions. Failure by an employee or the Union to comply with  
14 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;  
15 provided, however, any time limits stipulated in the grievance procedure may be extended for stated  
16 periods of time by the appropriate parties by mutual agreement, in writing.

17 Section 8. Arbitration Awards. Arbitration awards or grievance settlements shall not be  
18 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is  
19 based, that date being fifteen (15) or fewer calendar days prior to the initial filing of the grievance,  
20 unless the circumstances of the grievance were not and could not have been known by the grievant.

21 Section 9. Unfair Labor Practice(s) Resolution. The parties agree that thirty (30) days prior  
22 to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations Commission  
23 (PERC), the complaining party will notify the other party, in writing, meet and make a good faith  
24 attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the  
25 complaining party is seeking a temporary restraining order as relief for the alleged Unfair Labor  
26 Practice.

1 **ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK**

2 **Section 1.** Master Schedule. It is agreed that for each classification in the bargaining unit, the  
3 employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining unit  
4 members. Prior to implementing any large-scale changes to a master schedule, the employer agrees to  
5 meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by  
6 the employees for a period of time to be determined by the parties, but not to exceed fourteen (14)  
7 calendar days. Upon completion of the bid process, employee assignments shall be posted, except in  
8 emergency situations, at least fourteen (14) calendar days prior to implementation.

9 **Section 2.** Bid Process. When a bargaining unit position becomes vacant or new positions  
10 are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off  
11 of the position.

12 **Section 3.** Employees are allowed to request specific duty assignments; however, nothing in  
13 this Agreement shall preclude management from making duty assignments based on the operational  
14 needs of the department. All requests shall be considered and a determination shall be made based on  
15 the operational needs of the department and the seniority of the employee.

16 **Section 4.** Work Week. The normal work week shall consist of five (5) consecutive days on  
17 and two consecutive days off resulting in forty (40) hours of work for the week.

18 **Section 5.** Alternative Work Schedules. This Agreement does not preclude the  
19 implementation of alternative work schedules outside the master schedule. However, the County  
20 shall notify the Union prior to the implementation of such schedules to allow the Union an  
21 opportunity to meet with management to discuss the proposed changes.

22 **Section 6.** Lunch Breaks. An unpaid lunch break of not less than thirty (30) minutes or more  
23 than one (1) hour shall be allowed approximately midway through each shift. The length of the  
24 bargaining unit's lunch break at the time of the signing of this Agreement shall remain in effect unless  
25 conditions of the agency change and a change in working hours is required. If such does occur, the  
26 employer agrees to meet with the Union to negotiate the terms of the change.

27 **Section 7.** Relief Period. All bargaining unit members shall be allowed one (1) relief period  
28 during the first half of the shift and one (1) relief period during the second half of the shift. A relief

1 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of  
2 such relief period.

3 Section 8. Temporary Assignment. Nothing in this Article is meant to preclude temporary  
4 assignment or reassignment of an employee because of illness, vacation, emergency, training  
5 orientation, etc.

6 Section 9. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels. At times of  
7 minimum staffing on day shift one PES will work the liaison post and one will work the referral posts  
8 clinically prioritizing the work. On evening shift the PES will cover both referral posts clinically  
9 prioritizing the work.

10 The two person minimum on day shift weekends and holidays is contingent upon a normal  
11 staffing of 3.

12 It is understood that this agreement exists as a result of inadequate staffing for evening shift.  
13 Upon the hiring of a third PES for evening shift, minimum staffing will go to 2.

14 It is also understood that maintaining safety of inmates waiting to be seen by psych staff is the  
15 responsibility of correctional staff.

1 **ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

2 Employees are encouraged to seek advancement within their specific work units as well as  
3 within the County as a whole. In order to promote such, the department shall post announcements  
4 informing employees of open recruitment opportunities within all County departments. Should a  
5 promotional position become available within the bargaining unit, bargaining unit members are  
6 required to compete for such in accordance with the procedures set forth in the Administrative  
7 Guidelines for the Career Service.

8 Vacant and or newly created bargaining unit positions will be posted for application by  
9 bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting  
10 shall be made available for application within the department.

1 **ARTICLE 14: OVERTIME AND CALLBACK**

2 **Section 1. Overtime.**

3 a. For the purpose of this Agreement, overtime shall be defined as all hours  
4 actually worked in excess of forty (40) hours in the work week (sick leave, vacation, and holidays are  
5 not hours worked). When a bargaining unit member works overtime, compensation for such shall be  
6 at one and one-half times the employee's regular hourly rate as defined by the Fair Labor Standards  
7 Act. No overtime shall be worked, unless the employee has received prior approval from his/her  
8 supervisor to work the necessary overtime hours.

9 b. If an emergency necessitates a bargaining unit member to receive telephone  
10 calls at home, and such calls do not result in a need to return to work, the calls shall be logged (with  
11 respect to time and issue) and the employee receiving such calls shall be paid either straight time or  
12 overtime, as applicable.

13 c. Overtime and extra hour scheduling will be a proper topic for discussion at a  
14 Unit or Department Labor-Management meeting and procedures adopted shall be posted in each work  
15 area where they are applicable.

16 d. Overtime will be on a voluntary basis except in the case of an emergency when  
17 mandatory overtime may be required by the department.

18 **Section 2. Callback.** All bargaining unit members who are called back to work after  
19 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.  
20 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked  
21 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be  
22 called out more than once in a twenty-four (24)-hour period.

23 **Section 3. Court Appearances.** Bargaining unit members who are required to "stand by" for  
24 court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time  
25 hourly rate for all hours they are on standby status on their regularly scheduled time off. Once  
26 notified that the employee must report to court, the standby pay shall cease and the provisions as  
27 outlined in section 2 above shall apply. If the employee is not required to appear in court, a minimum  
28 of four (4) hours shall be paid at the standby rate.



1           Section 4. In lieu of overtime pay an employee may request compensatory time off at the rate  
2 of time and one-half (1-1/2) for each hour of overtime worked. Compensatory time will be mutually  
3 agreed to.

4           At the end of the calendar year any remaining balance must be paid to the employee.

5           Section 5. PES Overtime Policy. Available preplanned overtime will be offered to regular  
6 PES staff to bid on for a two week period. (Bids must be in by the first of the month for overtime  
7 shifts after the 15th of that month and by the 15th of the month for overtime shifts beginning on the  
8 1st of the following month). At the end of the two week bidding period seventy-five percent of the  
9 overtime will be assigned by seniority.

10           Twenty-five percent of available preplanned overtime will be reserved to be divided among  
11 interested on-call staff. These shifts will only be available after regular staff has exercised their  
12 contractual privilege to bid on them.

13           Once the above process is completed all assigned overtime shifts are final. Shifts scheduled  
14 to fill vacant positions may be canceled by management once the position is filled.

15           Any staff (regular or on-call) may be called for unplanned staffing needs. These shifts will be  
16 filled on a first come first served basis.

1 **ARTICLE 15: WAGES**

2 **Section 1.** Wages. The following list is a complete listing of classifications and pay ranges  
3 covered by this Agreement:

CODE	CLASSIFICATION	1996 RANGE	1997 RANGE	1998 RANGE
1346	Volunteer Coordinator	49	51	53
1421	Pretrial Case Worker	49	51	53
1420	Pretrial Screener	47	49	51
1415	Psychiatric Evaluation Screener	52	54	56
1220	Recreation Specialist	44	46	48
1047	Corrections Program Specialist	49	51	53
0013	Office Technician II	33	35	37
0012	Office Technician I	31	33	35
0007	Office Assistant III	28	30	32

16 Pay ranges shall be equivalent to those listed on the King County Standardized Salary  
17 Schedule. Effective prospectively from the first full pay period following date of council approval.

18 **Section 2.** Step Increases. Employees shall receive within-range increases from one step to  
19 the next higher step, upon satisfactory completion of the probationary period and annually thereafter  
20 as provided below.

21 a. Upon completion of the probationary period, an employee's salary shall be  
22 advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at Step 2, it  
23 shall be advanced to the next higher step, upon completion of six (6) months satisfactory  
24 performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the  
25 appointing authority.

26 b. Annual Step Incentive Increases shall be given in the fourth quarter of each  
27 year.

1        **Section 3.** Acting Pay. Employees who are assigned in writing by their supervisor to perform  
2 the duties of a higher classification for a period of four (4) working days or more, shall receive five  
3 (5) percent additional compensation for all such days worked.

4        **Section 4.** 1996 Increase: Effective January 1, 1996, wage rates in effect on December 31,  
5 1995, shall be increased by an amount equal to ninety percent (90%) of the percentage difference  
6 between the All Cities CPI-W September 1994 - September 1995; provided, however, that the  
7 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater  
8 than six percent (6%).

9        **Section 5.** 1997 Increases: Effective January 1, 1997, wage rates in effect on December 31,  
10 1996, shall be increased by an amount equal to ninety percent (90%) of the percentage difference  
11 between the All Cities CPI-W September 1995 - September 1996; provided, however, that the  
12 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater  
13 than six percent (6%).

14        **Section 6.** 1998 Increase: Effective January 1, 1998, wage rates in effect on December 31,  
15 1997, shall be increased by an amount equal to ninety percent (90%) of the percentage difference  
16 between the All Cities CPI-W September 1996 - September 1997; provided, however, that the  
17 amount produced by application of the foregoing shall not be less than two percent (2%) nor greater  
18 than six percent (6%).

19        **Section 7.** Employees assigned to perform training duties will be paid at a rate which is five  
20 percent (5%) higher than their regular rate of pay for all hours worked in those capacities.

21        **Section 8.** All extra help or on-call temporary staff will be paid at the first step of the salary  
22 schedule of the classification whose duties they are hired to perform.

23        **Section 9.** Employees who are required to be licensed or certified as a condition of  
24 employment will have their annual professional fees reimbursed by the Department.

25        **Section 10.** The Union agrees to the implementation of the County's biweekly payroll  
26 process when and if an effectuating ordinance is passed by Council.

27        **Section 11.** Employees will be paid five hundred dollars (\$500.00) per year who translate a  
28 language in the workplace identified by management as a language for which translation activity is

1 necessary. Such employees must be approved by a jointly (management and Union) selected three  
2 member native speaking community panel.

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1 **ARTICLE 16: JURY DUTY**

2       **Section 1.** General. An employee required by law to serve on jury duty shall continue to  
3 receive his/her salary and shall be relieved of regular duties for the period of time so assigned.  
4 However, once relieved or dismissed for the day from duty by the court, the employee is required to  
5 immediately report to his/her supervisor, if such release is within the regularly scheduled work day.  
6 If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the  
7 employee shall be required to work his/her next regularly scheduled shift which has a starting time of  
8 twelve (12) hours or more after dismissal.

9       **Section 2.** Notice. When an employee is notified to serve on jury duty, he/she will inform  
10 his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance,  
11 regarding the dates of absence from regular duties.

12       **Section 3.** Fees and Mileage. The fees, exclusive of mileage, paid by the court for jury duty  
13 shall be forwarded to the King County office of Finance.

1 **ARTICLE 17: REDUCTION IN FORCE**

2       **Section 1.** Order of Layoff. If a layoff should occur due to lack of work or lack of funds,  
3 employees shall be laid off in accordance with their seniority with first consideration given to job  
4 class within the bargaining unit and second consideration given to total consecutive employment  
5 within the bargaining unit. The employee with the least seniority in the job class shall be the first laid  
6 off. No regular or probationary employee shall be laid off while there is a temporary or extra-help  
7 (temporary) employee serving in a position which a regular or probationary employee is qualified to  
8 fill.

9       **Section 2.** Bumping Rights. In lieu of layoff, a regular or probationary employee may  
10 request a demotion to a position in a lower classification formerly held by the employee being laid off  
11 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the  
12 employee who is being bumped.

13       **Section 3.** Order of Recall. The names of laid off employees will be placed on a re-  
14 employment list in reverse order of the actual layoff. Such list will remain in effect for a period of  
15 two years or until all laid off employees are rehired with the County, whichever comes first.

1 ARTICLE 18: AUTOMOBILE EXPENSE

2           Bargaining unit members who have been authorized to use their own transportation on County  
3 business shall be reimbursed at the rate per mile as established by ordinance of the King County  
4 Council.

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1 **ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

2 **Section 1.** General. The parties acknowledge that the training and development of employees  
3 is a matter of primary importance.

4 **Section 2.** Training Opportunities. Notice of special schools and training opportunities will  
5 be posted and all interested personnel will be allowed to apply for these opportunities prior to any  
6 final selection.

7 **Section 3.** Education Incentive. The parties endorse the value of higher education  
8 achievements by employees. In order to encourage such accomplishments, the Employer will  
9 reimburse employees for the cost of tuition and books when the courses are taken at an accredited  
10 institution and provided the courses are currently job related to the work being done by the employee  
11 and not primarily related to personal growth or general advanced training. The employee must  
12 maintain a grade of "C" or better (or its equivalent). The employee agrees to repay the full amount  
13 upon separation from county employment if the separation occurs within two (2) years of the  
14 completion of the course.

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1 **ARTICLE 20: SAVINGS CLAUSE**

2       **Section 1.** Violations. If an Article or part of an Article of this Agreement should be decided  
3 by a court of competent jurisdiction or by mutual agreement of the employer and Local 21-AD to be  
4 in violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part  
5 of an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not  
6 be affected.

7       **Section 2.** Replacement. If a determination or decision is made pursuant to section 1 of this  
8 Article that part of this Agreement is in violation of federal, state, or local law, the parties to this  
9 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

10       **Section 3.** Compliance. Should this Agreement or any section or Article be found not in  
11 compliance with federal regulations, and where compliance with such regulations is required as  
12 condition for the receipt and expenditure of federal funds, the employer and Local 21-AD agree to  
13 immediately convene and re-negotiate the Agreement, section, or Article with such regulations.

1 ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING

2       This Agreement is the entire Agreement between the employer and Local 21-AD. The parties  
3 acknowledge that they have fully bargained with respect to terms and conditions of employment and  
4 have settled them for the duration of this Agreement. This Agreement terminates all prior agreements  
5 and understandings and concludes all collective bargaining for the duration of this Agreement.  
6 Should either party desire to change or modify the terms of this Agreement, the initiating party agrees  
7 to contact the other party to obtain approval for such change or modification. All changes or  
8 modifications to this written Agreement must be in the form of a Letter of Understanding. Such  
9 letters require the signature of an authorized representative of the Union, the Department Director,  
10 and the Director of the Office of Human Resource Management or his/her designee.


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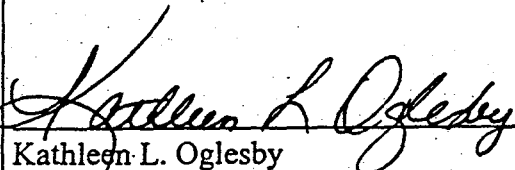
1 ARTICLE 22: DURATION

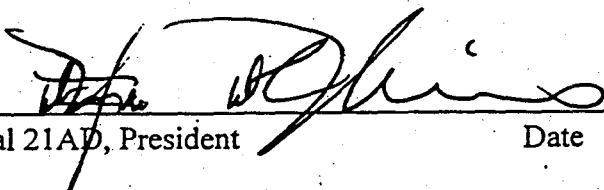
2 Section 1. Duration. This Agreement shall become effective January 1, 1996 and shall  
3 remain in effect through December 31, 1998. Either party may give written notice of its intent to ter-  
4minate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to  
5the expiration date. Negotiations must commence no later than thirty (30) days prior to the expiration  
6date unless mutually agreed.

7 Section 2. Council Approval. The employer shall submit the Agreement to the County  
8 Council for approval by ordinance within thirty (30) days of signing by both parties.

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10  
11 APPROVED this 10th day of September, 1996.

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14 \_\_\_\_\_  
15 Deputy KING COUNTY EXECUTIVE

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17  
18  1 August 1996  
19 Kathleen L. Oglesby Date  
20 Washington State Council of County  
21 and City Employees

22  
23  1 August 1996  
24 \_\_\_\_\_ Date  
25 Local 21 AD, President

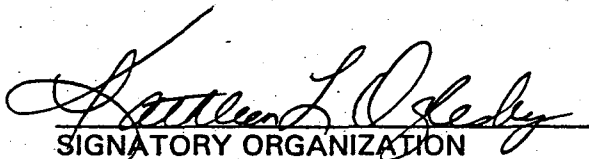
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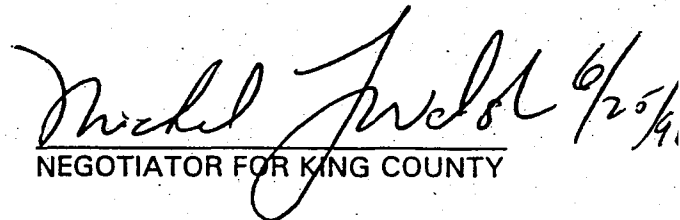
Memorandum of Agreement  
between  
Washington State Council of County and City Employees, Local 21-AD  
and  
King County

The parties, King County (employer) and Washington State Council of County and City Employees, Local 21-AD (union) agree to the following in conjunction with the collective bargaining agreement covering the period January 1, 1996 through December 31, 1998:

1. Effective the first full pay period after King County Council approval of the effectuating ordinance, the two part-time Psychiatric Evaluation Specialists currently covered by this agreement, Tina Ordonez and Cory Koch, shall continue to be paid at Range 50 (35 hr/rate).
2. Effective January 1, 1998, these employees shall be paid at Range 56 (40 hr/rate).
3. The affected employees shall continue to receive applicable step and annual COLA increases throughout the term of this agreement.
4. This agreement is limited to the employees listed above, only so long as they work a 20 hour/week tour. This agreement shall not be construed to cover any subsequently hired employees on any part time tour.

This agreement shall be effective following union ratification.

  
SIGNATORY ORGANIZATION  
WSCCE, LOCAL 21-AD

  
NEGOTIATOR FOR KING COUNTY

13646  
1999.554

**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:

<b>Classification Title</b>	<b>Pay Range</b>	<b>1999 Top Step Pay Rate</b>
<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:

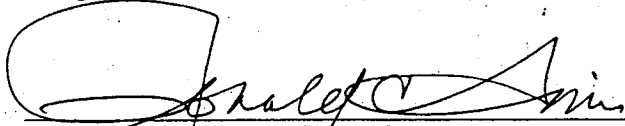
1. Appeals that are already in process under the Classification/Compensation Project Appeals Process.
2. Appeals filed by employees whose salaries have been y-rated or frozen.

- 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:**

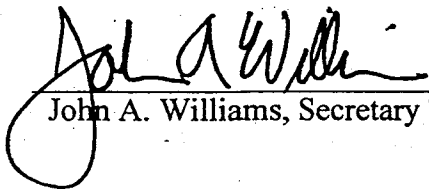
I agree on behalf of King County:

  
 \_\_\_\_\_  
 Ron Sims, County Executive

4-5-99  
 Date

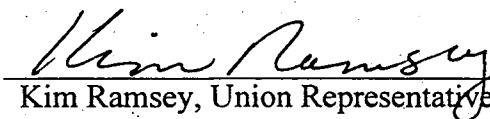
**Union Bargaining Coalition:**

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

  
 \_\_\_\_\_  
 John A. Williams, Secretary Treasurer

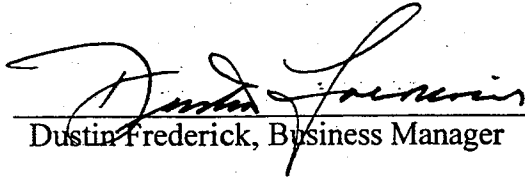
4-5-99  
 Date

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

  
 \_\_\_\_\_  
 Kim Ramsey, Union Representative

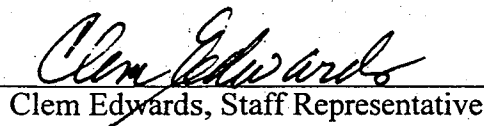
4-5-99  
 Date

I agree on behalf of  
Service Employees International Union, Public Safety Employees, Local 519:

  
Dustin Frederick, Business Manager

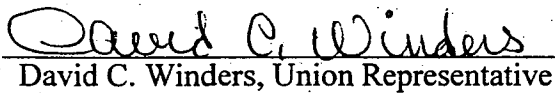
4/5/99  
Date

I agree on behalf of  
Washington State Council of County and City Employees:

  
Clem Edwards, Staff Representative

4/6/99  
Date

I agree on behalf of  
Office & Professional Employees International Union, Local 8:

  
David C. Winders, Union Representative

4-6-99  
Date

I agree on behalf of  
Service Employees International Union, Local 6:

\_\_\_\_\_  
Irene Eldridge, Negotiator

\_\_\_\_\_  
Date

09/22/1999

Introduced By: Rob McKenna  
Kent Pullen

Clerk 09/23/99

Proposed No.: 1999-0555

ORDINANCE NO. 13647

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AN ORDINANCE authorizing the conveyance of certain road-related properties to the city of Sammamish, and authorizing the county executive to enter into an interlocal agreement with the city of Sammamish relating to capital improvement projects, transfer of funds and transfer of road-related properites.

8

STATEMENT OF FACTS:

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1. The city of Sammamish incorporated on August 31, 1999.

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2. King County owns certain road-related off right-of-way properties within the incorporated area of Sammamish.

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3. The county desires to divest itself of ownership, management and financial responsibility for road related properties now within city boundaries as identified in Exhibit E of the attached agreement.

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4. The city agrees to own, operate and maintain the road-related properties within its boundaries.

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5. The city requests the county to complete certain 1999 transportation projects for the benefit of Sammamish residents

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6. The King County council appropriated funds for certain capital improvement projects specified in the attached agreement.

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7. King County granted a higher than normal road services contribution to the new city of Sammamish for program projects that have yet to be constructed.

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8. The county is committed to improving roads east of Lake Sammamish, acknowledging a long-standing obligation to the citizens of the Sammamish plateau.

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9. The city requests the county to transfer certain remaining appropriated county funds and any completed work for capital projects to the city.

10. The county is willing to comply with the city's request for completion of 1999 transportation projects and the transfer of county funds and completed work for capital projects to the city.

11. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the properties described herein to the city, and to facilitate a smooth transition of transportation services.

12. Pursuant to chapter 39.34 RCW, the city and the county are each authorized to enter into agreements for cooperative actions.

**BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

SECTION 1. The King County executive is authorized to execute the necessary documents to convey the road-related properties listed in the attached agreement to the city of Sammamish, and to execute, substantially in the form attached, an interlocal agreement

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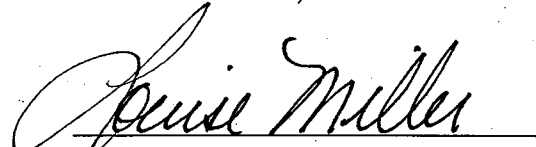
with the city of Sammamish relating to capital improvement projects, transfer of funds and transfer of road-related properties.

INTRODUCED AND READ for the first time this 27th day of September, 1999.

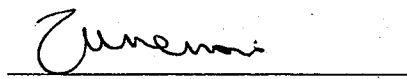
PASSED by a vote of 12 to 0 this 4th day of October, 1999.

KING COUNTY COUNCIL

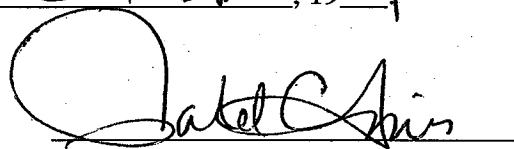
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

APPROVED this 15 day of October, 1999

  
King County Executive

Attachments: Interlocal Agreement Between King County and the City of Sammamish  
Relating to Capital Improvement Projects, Transfer of Funds, and Transfer  
of Road Related Properties

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SAMMAMISH RELATING TO CAPITAL IMPROVEMENT PROJECTS, TRANSFER OF FUNDS, AND TRANSFER OF ROAD RELATED PROPERTIES**

**THIS IS AN INTERLOCAL AGREEMENT** between King County, a home rule charter County, a political subdivision of the State of Washington ("the County") and the City of Sammamish, a municipal corporation of the State of Washington ("the City").

**RECITALS**

- A. The City incorporated and commenced operations on August 31, 1999.
- B. Prior to the City's incorporation, the County had planned and budgeted funds through 1999 for certain road Capital Improvement Program ("CIP") projects as listed in **Exhibit A**.
- C. As described herein, (1) the County will complete construction of certain CIP projects, (2) remaining appropriated funds for certain CIP projects, as listed in Exhibit A, will be turned over to the City, (3) the City will accept the transfer of the completed projects and certain off right-of-way properties, together with certain responsibilities related to such projects and properties, and 4) the City and the County agree to participate in negotiations regarding construction of a future CIP project (Issaquah-Pine Lake Road Phase I – CIP#200291).

**NOW THEREFORE**, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

**1. COUNTY CONSTRUCTION**

- 1.1 The County shall complete construction of 228<sup>th</sup> Avenue SE – Phase IA, which is a portion of the 228<sup>th</sup> Avenue SE/NE – Phase I CIP project (CIP #200295), the East Lake Sammamish Parkway at NE 7<sup>th</sup> Court CIP project (CIP #201296), SE 24<sup>th</sup> St. CIP Project (CIP #201797), NE 20<sup>th</sup>/Hampton Woods Countywide subproject (Project #C75233), and 228<sup>th</sup> Avenue SE at SE 20<sup>th</sup> St. Countywide subproject (Project #C74238). The foregoing projects are referred to collectively as "**the County Construction Projects**".

**1.2 228<sup>th</sup> Avenue SE-Phase IA (CIP #200295)**

*Location:* East Sammamish Plateau

*Scope:* Widen existing 2-lane road along 228<sup>th</sup> to four lanes with left-turn channelization and Class II bicycle facilities between Issaquah Pine Lake