



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 3, 2000

Ordinance 13958

Proposed No. 2000-0553.1

Sponsors Pullen, Nickels and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Service Employees International Union, Public
4 Safety Employees, Local 519 (north rehabilitation facility -
5 special detention attendants) representing employees in the
6 department of public health; and establishing the effective
7 date of said agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and Service Employees International Union, Public Safety Employees, Local 519
13 (north rehabilitation facility - special detention attendants) representing employees in the
14 department of public health and attached hereto is hereby approved and adopted by this
15 reference made a part hereof.

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SECTION 2. Terms and conditions of said agreement shall be effective from

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January 1, 2000, through and including December 31, 2003.

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Ordinance 13958 was introduced on 9/25/00 and passed by the Metropolitan King County Council on 10/2/00, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett and Mr. Vance

No: 0

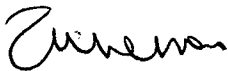
Excused: 2 - Ms. Hague and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



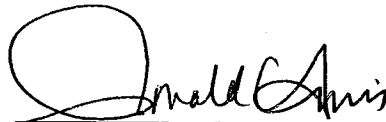
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 3 day of October, 2000



Ron Sims, County Executive

Attachments

A. Agreement Between King County and Public Safety Employees - Local 519 - North Rehabilitation Facility Employees (211C0100)

AGREEMENT BETWEEN

KING COUNTY

AND

PUBLIC SAFETY EMPLOYEES - LOCAL 519

NORTH REHABILITATION FACILITY EMPLOYEES

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AGREEMENT BETWEEN
KING COUNTY
AND
PUBLIC SAFETY EMPLOYEES - LOCAL 519
NORTH REHABILITATION FACILITY (NRF) EMPLOYEES

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

ARTICLE 1: PURPOSE

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

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

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

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

8 It shall be a condition of employment that regular full-time and regular part-time employees
9 covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day
10 following such employment, become and remain members in good standing in the Union, or pay an
11 agency fee to the Union for their representation to the extent permitted by law.

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

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

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

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

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

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

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

4 a) determine the mission, budget, organization, number of employees, and internal security
5 practices of the Department;

6 b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and
7 determine the time and methods of such action, discipline, suspend, demote, or dismiss non-
8 probationary employees for just cause. When a transfer is used as a disciplinary sanction, it shall be
9 subject to the grievance procedure and just cause provisions of Article 12;

10 c) assign and direct the work force;

11 d) develop and modify class specifications;

12 e) determine the method, materials, and tools to accomplish the work;

13 f) designate duty stations and assign employees to those duty stations;

14 g) reduce the work force;

15 h) establish reasonable work rules;

16 i) assign the hours of work;

17 j) take whatever actions may be necessary to carry out the Department's mission in case of
18 emergency.

19 In prescribing policies and procedures relating to personnel and practices, and to the
20 conditions of employment, the Employer will comply with state law to negotiate or meet and confer,
21 as appropriate. However, the parties agree that the Employer retains the right to implement any
22 changes to policies or practices that are not mandatory subjects of bargaining.

23 All of the functions, rights, powers, and authority of the Employer not specifically abridged,
24 deleted, or modified by this Agreement are recognized by the Union as being retained by the
25 Employer.

26 The right to define and implement a new bi-weekly payroll system, is vested exclusively with
27 King County. Implementation of such system may include a conversion of wages and leave benefits
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1 into hourly amounts and the parties recognize King County's exclusive right to make the changes
2 necessary to implement such payroll system.

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1 **ARTICLE 4: HOLIDAYS**

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

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HOLIDAY	COMMONLY CALLED
New Year's Day	1st day of January
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving Day	
Christmas Day	25th day of December

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16 **Section 1. Date of Observance:** All holidays shall be observed in accordance with RCW
17 1.16.050, as amended. Provided further, that employees who work in a twenty-four (24) hour seven
18 (7) day per week operation shall observe the following four (4) holidays on the specific dates listed
19 below. For these specific named holidays, overtime will be paid only on the dates listed below:

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Holiday	Date of Observance and Overtime Payment
New Year's Day	1st day of January
Independence Day	4th day of July
Veteran's Day	11th day of November
Christmas Day	25th day of December

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27 **Section 2. Overtime Payment:** All employees shall take holidays on the day of observance
28 unless their work schedule requires otherwise for continuity of services, in which event, they shall

1 be paid at one and one half (1-1/2) times the regular rate for any shift that begins on a holiday, in
2 addition to the regular holiday pay. If an employee's normal furlough day falls on a holiday, said
3 employee will have the option, at the employee's discretion, to receive eight (8) hours of straight time
4 pay or have eight (8) hours of vacation time added to their vacation accrual.

5 **Section 3. Floating Holiday:** Each employee shall receive two (2) additional personal
6 holidays to be administered through the vacation plan. One (1) day shall be granted on the first of
7 October and one (1) day on the first of November of each year. These days can be used in the same
8 manner as any vacation day earned.

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

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

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1 **ARTICLE 5: VACATIONS**

2 **Section 1.**

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

5

6 **Equivalent Annual Vacation for Full-time Employee**

7 Accrual Rate	Vacation	Years of	Working	Hours	Max. Bal.
8 Hours on	earned per	service	days per		(Hours)
9 regular pay	hour		year		
10 status					
11 0 - 10440	.0460	0 - 5	12	96	192
12 10441 - 16704	.0577	6 - 8	15	120	240
13 16705 - 20880	.0615	9 - 10	16	128	256
14 20881 - 33408	.0692	11 - 16	20	160	320
15 33409 - 35496	.0804	17	21	168	336
16 35497 - 37584	.0842	18	22	176	352
17 37585 - 39672	.0881	19	23	184	368
18 39673 - 41760	.0919	20	24	192	384
19 41761 - 43848	.0957	21	25	200	400
20 43849 - 45936	.0996	22	26	208	416
21 45937 - 48024	.1034	23	27	216	432
22 48025 - 50112	.1072	24	28	224	448
23 50113 - 52200	.1111	25	29	232	464
24 52201 - 54288	.1149	26	30	240	480

25 **B.** Notwithstanding the above schedule, full-time regular employees who were
26 employed on or before December 31, 1995 and by that date had completed at least three (3) but less
27 than five (5) full years of service shall begin to accrue fifteen days (105 hours) of vacation leave per
28 year effective January 1, 1996.

1 C. Said employees who were employed on or before December 31, 1995 and
2 subsequent to that date complete three (3) full years of service shall begin to accrue fifteen days (105
3 hours) of vacation leave per year effective on the first day of their fourth full year of service.

4 D. Beginning on the first day of their sixth full year of service, all such employees
5 shall accrue vacation leave as set forth in Section 1(A), above.

6 E. Part-time regular employees shall accrue vacation leave as set forth in Section
7 1(A), above; provided, however, such accrual rates shall be prorated to reflect his/her normally
8 scheduled work week.

9 F. Employees eligible for vacation leave shall accrue vacation leave from their date of
10 hire.

11 G. Full-time regular employees may accrue up to sixty days (480 hours) of vacation
12 leave. Part time regular employees may accrue up to sixty days prorated to reflect their normally
13 scheduled work week.

14 **Section 2. Monthly Accrual:** Employees shall not be eligible to take or be paid for vacation
15 leave until they have successfully completed their first six (6) months of County service, and if they
16 leave County employment prior to successfully completing their first six months of County service,
17 shall forfeit and not be paid for accrued vacation leave. Full time regular employees and part time
18 regular employees shall be paid for accrued vacation leave to their date of separation up to the
19 maximum accrual amount if they have successfully completed their first six (6) months of County
20 service and are in good standing. Payment shall be the accrued vacation leave multiplied by the
21 employee's rate of pay in effect upon the date of leaving County employment less mandatory
22 withholdings.

23 **Section 3. Accrual Based on Hours Worked:** Vacation benefits for regular, part-time
24 employees will be established based upon the ratio of hours actually worked (less overtime) to a
25 standard work year. For example:

26 ***Part Time Employees:*** If a regular, part-time employee normally works four (4) hours
27 per day in a unit that normally works eight (8) hours per day, then the part-time employee would be
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1 granted four-eighths of the vacation benefit allowed a full-time staff member with an equivalent
2 number of years service.

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

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

8 **Section 6. Maximum Payment Upon Termination:** Upon termination for any reason, the
9 employee will be paid for unused vacation credits up to a maximum allowable accumulated vacation.
10 Vacation payoff shall be calculated by utilizing the employee's base wages as set forth in Addendum
11 A. The hourly rate shall be the same as that reflected in Addendum A.

12 **Section 7. Extra Help Employees:** Extra-help employees will not be granted vacation
13 benefits.

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

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

22 **Section 10. Vacation Preference:** In accordance with past practice, vacation shall be granted
23 on a seniority basis within each shift, squad, or unit and shall be taken at the request of the employee
24 with the approval of the Division Commander. Employees who are transferred involuntarily, and
25 who have already had their vacation request approved as specified above, will be allowed to retain
26 that vacation period regardless of their seniority within the new shift, squad, or unit to which they are
27 transferred.

1 **Section 11. Vacation Transfer:** A higher-paid employee (including premium pay) may
2 transfer a portion of his/her accrued vacation to a non-probationary employee of equal or lesser pay
3 upon written request, including an absence request, to his/her supervisor. Such transfer shall be in
4 eight (8) hour increments and shall not exceed the transferring employee's accrued vacation on the
5 books as of the date of the request, nor shall it exceed the maximum vacation accrual allowed the
6 employee receiving the transfer. The amount transferred must be used within ninety (90) calendar
7 days following the date of transfer, provided that vacation transferred is excluded from vacation
8 payoff provisions of this Agreement.

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1 **ARTICLE 6: SICK LEAVE**

2 **Section 1. Accrual:** Every regular full-time and part-time employee shall accrue sick leave
3 benefits at a monthly rate equal to .00384615 hours for each hour in a pay status; except that sick
4 leave shall not begin to accrue until the first of the month following the month in which the employee
5 commenced employment. The employee is not entitled to sick leave if not previously earned.
6 Employees will not accrue sick leave on overtime hours.

7 **Section 2. Sick Leave Extension:** After the first six (6) months of full-time service, a regular
8 employee may, at the division manager's discretion, be permitted to use up to five (5) days of
9 vacation as an essential extension of used sick leave. If an employee does not work a full six (6)
10 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.

11 **Section 3. Increments:** Sick leave may be used in one-half hour increments by FLSA
12 overtime eligible employees at the discretion of the division manager or department director.

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

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

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

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

24 **Section 8. Sick Leave Cashout:** King County will reimburse those employees who have at
25 least five (5) years service and retire as a result of length of service or who terminate by death, thirty-
26 five percent (35%) of their unused, accumulated sick leave. All payments shall be made in cash,
27 based on the employee's base rate, and there shall be no deferred sick leave reimbursement.

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

5 **Section 10. Uses of Sick Leave:** Employees are eligible for payment on account of illness
6 for the following reasons:

7 (1) Employee illness or incapacitating injury provided that an employee who is
8 injured on the job or has an occupational illness may not simultaneously collect sick leave and
9 worker's compensation payments in a total amount that exceeds the employee's net regular pay.
10 Furthermore, an employee may not collect sick leave benefits for physical incapacity due to any
11 injury or occupational illness that is directly traceable to employment other than with the County and
12 for which the employee is receiving industrial insurance benefits.

13 (2) Noncompensable injury of an employee (e.g., those injuries generally not eligible
14 for worker's compensation payments);

15 (3) Employee disability due to pregnancy or childbirth;

16 (4) Employee exposure to contagious diseases and resulting quarantine;

17 (5) Employee keeping medical, dental, or optical appointments. Use of sick leave for
18 non-emergency appointments must be requested at a minimum of forty-eight (48) hours in advance of
19 appointment.

20 **Section 11. Family Care and Bereavement Leave:**

21 (a) Regular, full-time employees shall be entitled to three (3) working days (24 hours)
22 of bereavement leave a year due to death of members of their immediate family.

23 (b) Regular, full-time employees who have exhausted their bereavement leave, shall
24 be entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death
25 occurs to a member of the employee's immediate family.

26 (c) For purposes of this section, "immediate family is defined as follows: Children,
27 Parents, siblings, Spouse or Domestic Partner, Son-in-law, Daughter-in-law, Grandmother,
28 Grandfather, Grandchildren, Mother-in-law, Father-in-law, Domestic partner's children, Domestic

1 partner's parent and Spouse's children. For purposes of FMLA leave the Family Medical Leave
2 Ordinance definition shall apply.

3 (d) Employees may use Family Medical Leave as provided by King County
4 Ordinance.

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

1 **ARTICLE 7: WAGE RATES**

2 **Section 1. Rates of Pay:** Wage rates for 2001 shall be as listed in Addendum A and shall be
3 effective beginning January 1, 2001.

4 **Section 2. Cost of Living Adjustments:**
5 Effective January 1, 2002, wage rates in effect on December 31, 2001 for all classifications in the
6 bargaining unit, shall receive a percentage increase equal to ninety per cent (90%) of the CPI-W for
7 All U.S. Cities, September 2000 to September 2001. In no event shall such increase be less than a
8 minimum of two per cent (2%) or greater than a maximum of six per cent (6%).

9 Effective January 1, 2003, wage rates in effect on December 31, 2002 for all classifications in the
10 bargaining unit shall receive a percentage increase equal to ninety per cent (90%) of the CPI-W for
11 All U.S. Cities, September 2001 to September 2002. In no event shall such increase be less than a
12 minimum of two per cent (2%) or greater than a maximum of six per cent (6%).

13 **Section 3. Step Increases:** Employees will receive step increases annually in accordance
14 with Addendum A and Addendum C.

15 **Section 4. Budgetary Savings:** Employees are eligible for a maximum of one hundred
16 dollars (\$100) per calendar year as a "bonus"/performance pay, when an employee demonstrates to
17 the department Director or designee that she/he has taken action or recommended action that has
18 resulted in cost savings or additional revenue for the department to which the employee is assigned.
19 Such savings/ additional revenue must be a minimum of \$1,000 to qualify for this
20 "bonus"/performance pay. Request for such a "bonus"/performance pay must be made initially with
21 the employee's immediate supervisor who will make a written recommendation to submit to
22 appropriate department managers.

23 The request must be made by the employee within sixty (60) days of the action taken by the
24 employee or within sixty (60) days of when the budgetary savings is realized, whichever time period
25 is longer.

26 The employee requesting this "bonus"/performance pay has the burden of providing
27 documentation that the cost savings or revenue increase was realized, and that this employee was
28 responsible.

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If a group of employees takes credit for the savings or revenue, or if more than one employee requests the "bonus"/performance pay for the same action, the department Director or designee shall submit to the union a list of those employees the department believes are eligible and the union will select the employee who will receive the "bonus" or will respond with a recommendation for dividing the "bonus".

This section is not subject to the grievance procedure in this agreement, except that if the department determines that an employee qualifies for the "bonus" and it is not paid, the failure to pay the "bonus" may be grieved.

1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime:**

3 Overtime shall be payable after working forty (40) hours in one week. Overtime shall be paid
4 at one and one-half (1-1/2) times the employee's normal hourly rate calculated using their actual
5 hours worked. "Actual hours worked" is defined as including vacation but excluding both sick leave
6 and all unpaid leave.

7 Provided: notwithstanding the foregoing definition of "actual hours worked," all "mandatory"
8 overtime shall be paid at the overtime rate, i.e., 1-1/2 times the employee's normal hourly rate.
9 Mandatory overtime is overtime that is required and assigned by Management and is not voluntary on
10 the part of the employee or requested by the employee.

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

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

21 (b) **Training:** In the event that the department requires an employee to attend a
22 mandatory training session, and such training is not directly before or after a shift or during a shift,
23 then a two (2) hour minimum callout will be paid.

24 **Section 3. Overtime Authorization:** All overtime shall be authorized by the Department
25 Director or his/her designee in writing. Saturday and Sunday work is not overtime when it is a
26 regularly scheduled work day for the individual crew.

27 **Section 4. Emergency Work:** Emergency work at other than the normal scheduled working
28 hours, or special scheduled working hours not enumerated above, shall be credited as such. This

1 unscheduled and emergency overtime will be compensated as overtime, and in the event this overtime
2 work is accomplished prior to the normal working hours and the employee subsequently works
3 his/her regular shift, his/her regular shift shall be compensated at regular time.

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

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

13 **Section 7. Compensatory Time:** An employee may request compensatory time in lieu of
14 overtime pay. Compensatory time shall be accrued on the basis of one and one-half (1-1/2) times the
15 hours worked. Provided however, employees who are on a seven (7) hour work day schedule shall
16 accrue the compensatory time on a straight time basis for the first hour beyond their normal shift and
17 thereafter shall accrue compensatory time on a time and one-half basis. As an example, if an
18 employee whose normal work day is seven (7) hours, works nine (9) hours in a day, that employee
19 shall accrue one (1) hour of compensatory time for the eighth hour in the work day and one and one-
20 half (1-1/2) additional hours for the ninth hour for a total of two and one-half (2-1/2) hours of
21 compensatory time. No employee may accrue more than forty (40) hours of compensatory time at
22 any given time. The employer agrees to publish documentation requirements as part of its policy and
23 procedures manual.

24 **Section 8. Voluntary Training:** Employees who request training on a voluntary basis will
25 not be paid for study time associated with said training, nor will overtime compensation be paid for
26 workdays that extend beyond the normal contractual workday if said workday is part of the normal
27 training schedule, provided, however, employees who are required to attend by the Department will
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1 be paid overtime pursuant to the overtime provisions of this agreement. It is the intention of the
2 parties that this section shall be interpreted to be consistent with the Fair Labor Standards Act.

3 **Section 9. Overtime Scheduling:** In those instances wherein the need for overtime on the
4 next shift is created by unanticipated absences (e.g., sick leave), permanent full-time Special
5 Detention Attendants who are currently on duty will be offered the overtime before part-time or
6 extra-help persons. Said overtime shall be offered to the shift on a seniority basis, with the overtime
7 being offered to the most senior employee first. If no full-time permanent employees want the
8 overtime then it will be offered to the extra-help or part-time employees.

9 **Section 10. Mandatory Overtime:** If the supervisor learns at least 1-1/2 hours prior to the
10 beginning of a shift that there is a shift vacancy, the supervisor shall first offer the overtime on a
11 voluntary basis, or may call in extra-help staff, as provided in Section 9. If there are no volunteers or
12 appropriate extra-help staff available, the supervisor will assign the shift as mandatory overtime.
13 Mandatory overtime will be assigned in reverse order of seniority. The supervisor will maintain a
14 mandatory overtime schedule, and once an employee has been assigned to mandatory overtime, that
15 employee will not be assigned again until the supervisor has gone through the entire seniority list
16 from least to most senior. The mandatory overtime schedule will be maintained in a manner easily
17 accessible to employees.

18 The mandatory overtime schedule will be re-set at the annual shift re-assignment. When an
19 employee changes shifts mid-year, the employee will be placed in the seniority ranking for the new
20 shift and called for mandatory overtime accordingly.

21 Overtime of one hour or less will not count as mandatory overtime.
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1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.** The working hours of the classifications affected by this Agreement shall be the
3 equivalent of forty (40) hours per week on an annualized basis.

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

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

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

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

16 **Section 5. Job Sharing:** If two employees in the same job classification and work site wish
17 to job share one full time position, they shall submit such a request in writing to their immediate
18 supervisor. The immediate supervisor shall submit such request to the Division Manager. The
19 Division Manager shall have ninety (90) days from the date he/she receives the request to review the
20 request and either approve or deny the request for job sharing. Employees who job share one full
21 time position shall receive pro-rata benefits except medical benefits shall be granted on the same
22 basis as other half-time County employees. In the event that one of the job-sharing employees
23 terminates his/her employment (voluntarily or involuntarily), the County shall have the following
24 options:

- 25 (a) No change to the situation, allowing a half-time position to continue.
- 26 (b) Fill the vacant half-time position with temporary help.
- 27 (c) Expand the half-time position to a full-time position, if both parties mutually

28 agree.

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

2 King County presently participates in group medical, dental and life insurance programs. The
3 County agrees to maintain a plan during the term of this Agreement, provided that the Union and
4 County agree to incorporate changes to employee insurance benefits which the County may
5 implement as a result of the agreement of the Joint Labor-Management Insurance Committee.
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1 **ARTICLE 11: MISCELLANEOUS**

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

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

8 **Section 3. Access to Premises:** The Department administration shall afford Union
9 representatives a reasonable amount of time while on on-duty status to consult with appropriate
10 management officials and/or aggrieved employees, provided that the Union representative and/or
11 aggrieved employees contact their immediate supervisors, indicate the general nature of the business
12 to be conducted, request necessary time without undue interference with assignment duties. Time
13 spent on such activities shall be recorded by the Union representative on a time sheet provided by the
14 supervisor. Union representatives shall guard against use of excessive time in handling such
15 responsibilities.

16 **Section 4. Loss of Personal Effects:** Employees who suffer a loss or damage, in the line of
17 duty, to personal property and/or clothing, will have same repaired or replaced at department expense,
18 not to exceed \$150.00.

19 **Section 5. Work Out of Class:** Whenever an employee is assigned, in writing, by the
20 Division Manager or his/her designee, to perform the duties of a higher classification for a period of
21 three working days or more, that employee shall be paid at the first step of the higher class or a
22 minimum of five percent (5%), whichever is greater, over the salary received prior to the assignment,
23 for all time spent while so assigned.

24 **Section 6. Lead Worker Pay:** Employees assigned, in writing, by the Division Manager or
25 his/her designee to perform lead-worker duties, shall be compensated at a rate which is five percent
26 (5%) greater than their regular rate for all time so assigned.

27 **Section 6.1 Training Lead Worker:** One employee per shift may be assigned by the
28 Division Manager or his/her designee as the training lead worker. The training lead shall perform

1 training related duties as assigned by management, and/or serve as the primary trainer for a new
2 employee for a specific time period. When assigned to new employee training and orientation, the
3 lead shall be responsible for meeting all the training goals, with the assistance of other staff as
4 appropriate. A training lead worker shall be compensated at a rate which is five percent (5%) greater
5 than the regular rate for all time so assigned. Employees who assist with new employee training on
6 an occasional or intermittent basis shall not be eligible for the training lead premium pay.

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

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

14 **Section 9. Jury Duty:** An employee required by law to serve on jury duty shall continue to
15 receive his/her salary and shall be relieved of regular duties and assigned to day shift for the period of
16 time necessary for such assignment. If they have four (4) hours or more left on their shift at the
17 completion of the jury duty assignment for the day, they shall report to their work location and
18 complete the day shift. Once the employee is released for the day, or more than one (1) day, then
19 he/she is required to contact the supervisor who will determine if he/she is required to report for duty,
20 provided however such release time is prior to 1:00 p.m. If an employee is released after 1:00 p.m.
21 he/she shall not be required to report for work on that particular day.

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

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

28 When the employee is dismissed from jury duty (completion of jury duty assignment) the

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

5 **Section 10. Union Negotiating Committee:** No more than three employees may serve on the
6 Union negotiating committee with pay during face-to-face negotiating meetings with the County.
7 Time spent by more than three employees in face-to-face negotiations and all time spent by
8 employees preparing for negotiations shall be unpaid.

9 **Section 11. Commercial Driver License:** Employees who are employed in a bargaining unit
10 position on the date this Agreement is in effect will be reimbursed for renewal costs of a Commercial
11 Driver License. New employees hired after the effective date of this Agreement will be reimbursed
12 after completion of the probationary period.

13 **Section 12. Training Release Time:** Up to two eight-hour days of paid release time per
14 calendar year may be allowed to attend job-related training programs, provided the employee receives
15 approval in advance from the Division Manager or designee, and the program is offered by King
16 County, an accredited educational institution, or a professional association in the field of corrections
17 or human services.

18 **Section 13. Translation:** Regular full-time employees who are formally certified by the
19 State of Washington to perform interpreting/translation services may request to be designated by the
20 Division Manager as a translator/interpreter. Employees so designated are eligible to receive an
21 annual premium of five hundred dollars (\$500) for such services. The intent of this provision is to
22 compensate employees who may be called upon by the Division Manager or supervisor to provide
23 interpreting/translation services. It is not intended that employees who are expected to do casual,
24 informal interpreting be designated as eligible for the premium. The Division agrees to use only
25 those employees who are designated as interpreter/translators; except in cases of emergency or when
26 there is no employee designated for the required language, an employee who is not designated may
27 interpret or translate. The County retains the right to hire interpreter/translators other than its own
28 employees.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

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

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

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

12 **Procedure**

13 **Step 1 - Immediate Supervisor:** A grievance shall be presented by the
14 aggrieved employee, or his/her representative if the employee wishes, on a Union grievance form
15 within fourteen (14) calendar days of the occurrence of such grievance, to the employee's immediate
16 supervisor.

17 The grievance must:

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

24 The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the
25 employee within three (3) working days. If a grievance is not pursued to the next level within three
26 (3) working days, it shall be presumed resolved.

27 **Step 2 - Division Manger:** If, after thorough discussion with the immediate
28 supervisor, the grievance has not been satisfactorily resolved, the employee and his/her

1 representative shall present the grievance to the appropriate manager for investigation, discussion and
2 written reply. The appropriate manager shall be defined as Section Commander. The manager shall
3 make his/her written decision available to the aggrieved employee within ten (10) working days. If
4 the grievance is not pursued to the next higher level within five (5) working days, it shall be
5 presumed resolved.

6 **Step 3 - Department Director:** If, after thorough evaluation, the decision of
7 the manager has not resolved the grievance to the satisfaction of the employee, the grievance may be
8 presented to the Department Director. All letters, memoranda and other written materials previously
9 submitted to lower levels of supervision shall be made available for the review and consideration of
10 the Department Director. He/she may interview the employee and/or his/her representative and
11 receive any additional related evidence which he/she may deem pertinent to the grievance. He/she
12 shall make his/her written decision available within ten (10) working days. If the grievance is not
13 pursued to the next higher level within five (5) working days, it shall be presumed resolved.

14 **Step 4 - Director of Human Resources:** If, after thorough evaluation, the
15 decision of the department director has not resolved the grievance to the satisfaction of the employee,
16 the grievance may be presented to a committee comprised of one (1) representative from the Union,
17 one (1) representative from the Department, and the OHRM Director or his/her designee, who shall
18 also act as Chair. The Union representative and/or the Department representative may be subject to
19 challenge for cause.

20 This committee shall convene a hearing for the purpose of resolving the grievance. Both
21 parties to the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall
22 be closed for the purpose of maintaining confidentiality, unless otherwise mutually agreed to. The
23 Committee Chair shall render a decision within fifteen (15) working days of the hearing. If the Chair
24 fails to render a decision within fifteen (15) days the Union may proceed to Step 5 of this grievance
25 procedure (except for written reprimands, which may not be appealed to Step 5.) The proceedings
26 shall be informal. The parties shall not be represented by outside attorneys. "Outside" attorneys are
27 those who do not work for King County or for the Union. Rules of evidence do not apply. The
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1 purpose shall be to determine the validity of the grievance and render a decision appropriate to that
2 determination. Employer grievances shall be initiated at Step 4 of the grievance procedure.

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

9 ***Step 5 - Arbitration:*** Either the County or the Union may request arbitration
10 within thirty (30) days of the issuance of the Step 4 decision and the party requesting arbitration must
11 at that time specify the exact question which it wishes arbitrated. The parties shall then select a third
12 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon an
13 arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the
14 American Arbitration Association or the Federal Mediation and Conciliation Service, or by another
15 agency if the parties mutually agree. The arbitrator will be selected from the list by both the County
16 representative and the Union, each alternately striking a name from the list until one (1) name
17 remains. The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to
18 render a decision promptly and the decision of the arbitrator shall be final and binding on both
19 parties.

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

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

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

1 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.
2 Time restrictions may be waived in writing by consent of both parties.

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

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

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

20 **Section 4. Probationary Period:** All newly hired and promoted employees must serve a
21 probationary period as defined in KCC 3.12.100. As the above specify that the probationary period is
22 an extension of the hiring process, the provisions of this Article will not apply to employees if they
23 are discharged during their initial probationary period, or are demoted during the promotional
24 probationary period for performance related issues. Grievances brought by probationary employees
25 involving issues other than discharge or demotion may be processed in accordance with this Article.

26 **Section 5. Union Concurrence:** Inasmuch as this is an agreement between the County and
27 the Union, no individual may, without Union concurrence, make use of the provisions of this Article.
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1 **ARTICLE 13: BULLETIN BOARDS**

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

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1 **ARTICLE 14: NON-DISCRIMINATION**

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

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

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1 **ARTICLE 15: SAVINGS CLAUSE**

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

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1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

17 **Section 3. Disciplinary Action:** Any employee who commits any act prohibited in this
18 article shall be considered absent without leave. Such employees are also subject to the following
19 action or penalties:

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

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

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

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

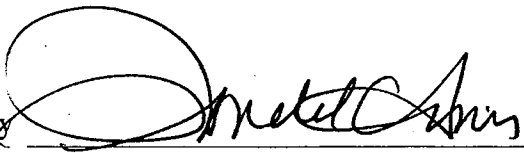
9 **Section 2. Reversion to Previously Held Positions:** In lieu of layoff, a regular or
10 probationary employee may, on the basis of Department seniority, bump the least senior employee in
11 any lower level position within the bargaining unit formerly held by the employee designated for
12 layoff.

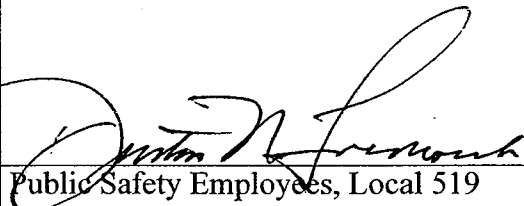
13 **Section 3. Re-employment List:** The names of laid off employees will be placed in inverse
14 order of layoff on a Re-employment List for the classification previously occupied. The Re-
15 employment List will remain in effect for a maximum of two years or until all laid off employees are
16 rehired,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

1 **ARTICLE 19: DURATION**

2 This Agreement shall be in effect when ratified by both parties unless a different effective
3 date is specified, and covers the time period from January 1, 2001 through December 31, 2003.
4 Written notice of desire to modify this Agreement shall be served by either party upon the other at
5 least sixty (60) days prior to the date of expiration, namely October 31, 2003.

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7 APPROVED this 19 day of September, 2000

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11 By 
12 King County Executive

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18 Public Safety Employees, Local 519

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Date 9/15/2000

2001 ADDENDUM A
Union Code 519NF
PUBLIC SAFETY EMPLOYEES, LOCAL 519
Special Detention Attendants - North Rehabilitation Facility

Hourly Rates

Job Class	Salary Range
Special Detention Attendant	43
Special Detention Supervisor	49

Placement on the ranges above shall be based on the employee's regular rate of pay in effect December 31, 2000. Employees shall be placed on the step of the 2000 squared table range that represents an increase of at least fifteen cents (\$0.15) per hour.

Effective January 1, 2001, wage rates in effect on December 31, 2000 for all classifications in the bargaining unit shall receive a percentage increase equal to ninety per cent (90%) of the CPI-W for All U.S. Cities, September 1999 to September 2000. In no event shall such increase be less than a minimum of two per cent (2%) or greater than a maximum of six per cent (6%).

An employee who is placed on Step 1 of the salary range on appointment to a classification covered by this agreement will advance one step upon completion of probation. An employee who is placed on Step 2 or higher may, at the Employer's discretion, be advanced to the next higher step upon completion of probation. All regular, non-probationary employees who are not at Step 10 will advance one step each year on January 1, beginning January 1, 2001, provided the employee's performance is satisfactory, as outlined in Addendum C.

1 **2001 ADDENDUM B**

2 **Union Code 519NF**

3 **PUBLIC SAFETY EMPLOYEES, LOCAL 519**

4 **Special Detention Attendants - North Rehabilitation Facility**

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

7 **1. Department:**

8 King County Health Department.

9 **2. Party:**

10 Either King County or Public Safety Employees, Local 519, North Rehabilitation
11 Facility.

12 **3. Extra Help, Temporary and Part-time position:**

13 An other than a regular position in which the part-time employee is employed less than half time, that
14 is less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is
15 standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is
16 standard. Where the standard work week falls between thirty-five and forty hours, the director, in
17 consultation with the department, will be responsible for determining what hour threshold will apply.

18 Part-time position excludes administrative intern.

19 **4. Extra Help, Temporary and Part-time employee:**

20 An employee employed in a part-time position. Under Section 550 of the charter,
21 part-time employees are not members of the career service.

22 **5. Part-time regular position:**

23 A regular position in which the part-time regular employee is employed for at least
24 910 hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour
25 work week is standard or for at least 1040 hours but less than a full-time basis in a calendar year in a
26 work unit in which a forty-hour work week is standard. Where the standard work week falls between
27 thirty-five and forty hours, the director, in consultation with the department, will be responsible for
28 determining what hour threshold will apply.

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2001 ADDENDUM C

Union Code 519NF

PUBLIC SAFETY EMPLOYEES, LOCAL 519

Special Detention Attendants - North Rehabilitation Facility

1. All step increases are based upon satisfactory performance during previous service.

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

3. If the performance of the employee is rated "Unsatisfactory" or "Improvement Needed" on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place and frequency of unacceptable performance.

4. The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee's performance becomes "Satisfactory" as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a "Satisfactory" evaluation. The date on which an employee would be entitled to a future step increase will not be affected by the above action.