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AGREEMENT BETWEEN
KING COUNTY
AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

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

1 **ARTICLE 1: PURPOSE**

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

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

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

4 **Section 2.**

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

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

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

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

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

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

9 **Section 6.**

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

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

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

22 D. A negotiating committee, consisting of three (3) persons may be selected from
23 amongst the bargaining unit employees by the Union. Such employees may be released during work
24 hours to attend negotiations, provided that no overtime pay obligations shall result from participation
25 of employees in negotiations.

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

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

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

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

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1 **ARTICLE 5: SAVINGS CLAUSE**

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

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1 **ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY**

2 The employer or the Union shall not unlawfully discriminate against any individual with
3 respect to compensation, terms, conditions, or privileges of employment because of race, color,
4 religion, national origin, sexual orientation, marital status, age, sex, or any sensory, mental or physical
5 handicap. Allegations of violations of this Article may be submitted through Step 3 of the grievance
6 procedure set forth in Article 9 of this Agreement.

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

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

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

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

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

21 **Section 4.** There shall be no lockouts during the life of this agreement.
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1 **ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS**

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

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1 **ARTICLE 9: GRIEVANCE PROCEDURE**

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

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

8 **Section 1. Definition.** Grievance - An allegation of a violation or misapplication of rights,
9 benefits, or conditions of employment as contained in this Agreement.

10 **Section 2. Procedure.**

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

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

28 *Step 3.* If, after thorough discussion with the Coordinator, the grievance has not been

1 satisfactorily resolved, the written grievance shall then be presented to the Division Director. All
2 letters, memoranda, and other written materials shall be made available for the review and
3 consideration of the Division Director. The Division Director may interview the employee and/or
4 representative and receive any additional related evidence which may be deemed pertinent to the
5 grievance. The Division Director shall make a written decision available to the grievant and the
6 Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level
7 within seven (7) calendar days of receipt of the Division Director's response, it shall be presumed
8 resolved.

9 *Step 4.* If, after thorough evaluation, the decision of the Division Director has not
10 resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
11 Director of the Human Resources Division (HRD). All letters memoranda, and other written
12 materials related to the grievance shall be made available for the review and consideration of the
13 HRD Director. The HRD Director or designee will meet with the employee(s) who presented the
14 grievance and the Union representative, if requested.

15 The HRD Director or designee shall render a decision within fourteen (14) calendar days of
16 the meeting or receipt of the written grievance, whichever is later.

17 *Step 5.* Mediation shall be the last step for disputes not eligible for arbitration as well
18 as the step prior to arbitration for all other disputes, provided the County and the Union agree to
19 mediate. The County and the Union will have thirty (30) calendar days from the mediation request
20 date to schedule a mediation date.

21 A mediator shall be mutually agreed upon by the County and the Union. The mediated
22 settlement shall be binding on the parties and, unless specifically agreed otherwise, not form a
23 precedent within the Department for any other dispute arising under this Agreement. If resolution is
24 not reached in mediation, a grievance may be referred to arbitration if it concerns the proper
25 application or interpretation of the Agreement.

26 *Step 6.* Either the County or the Union may request arbitration within thirty (30) days
27 of the conclusion of mediation, or if there was no mediation, of the decision of the HRD Director or
28 designee, and must specify the exact question which it wishes arbitrated and the remedy sought. The

1 County and the Union shall then select a third disinterested party to serve as an arbitrator.

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

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

11 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
12 equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's
13 behalf. Additionally, each party shall bear the cost of its own attorneys' fees.

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

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

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

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

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

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

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

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

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

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

13 A. A career service employee in the bargaining unit who resigns and subsequently
14 returns to a career service bargaining unit position shall have seniority restored, provided the break in
15 service is twenty four (24) months or less.

16 B. Seniority shall continue to accrue during any compensated absence from service or
17 during any leave of absence without pay for periods of thirty (30) calendar days or less.

18 C. Seniority shall be retained but shall not continue to accrue during that period of an
19 authorized leave of absence without pay that exceeds thirty (30) calendar days.

20 D. All time worked as a temporary employee or term-limited temporary employee in a
21 bargaining unit position during the immediately preceding twenty four (24) months prior to an
22 appointment to a career service position shall be added to the employee's seniority upon such
23 appointment. Employees other than regular career service employees do not otherwise accrue
24 seniority.

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1 **ARTICLE 11: HOURS OF WORK**

2 **Section 1.**

3 A. The establishment of reasonable work schedules and starting times is vested solely
4 within the purview of department management, and may be changed from time to time provided a
5 two (2) week prior notice of change is given. The two week prior notice provision shall not apply to
6 changes of assignment (for example, Day shift assigned to Court Manager; Outreach Night reassigned
7 to Harborview Night), the scheduling of vacation back-up or in other circumstances over which the
8 department cannot exercise control. This provision shall not prevent employees from mutually
9 agreeing to schedule changes with the approval of the department. In the exercise of its scheduling
10 prerogative, department management will give priority to meeting the dictates of the workload.
11 Employees will continue their participation in the development of the master work schedule. Shifts
12 to be covered by vacation back-up shall normally be made available to backup staff by Friday, eight
13 (8) days before the start of the schedule.

14 B. Department management, with input from the bargaining unit, will designate a
15 workweek (or workweeks) consisting of seven consecutive 24-hour periods. The regular work
16 schedule shall consist of four shifts of nine hours and twenty minutes, a total of 37.5 regularly
17 scheduled hours per work week. The County agrees that it will not change this schedule
18 configuration without notifying the Union and providing an opportunity to negotiate the effects of
19 such change, unless the change is for a limited duration due to an emergency.

20 C. When annual work schedules are changed by the County, the employees may select
21 their desired schedule on the basis of seniority.

22 D. All employees shall be designated as hourly and eligible for compensation at the
23 overtime rate for all time worked in excess of forty (40) hours in a work week. For time worked in
24 excess of 37.5 hours in a work week, but not more than 40 hours, employees will be compensated at
25 the regular straight-time rate. Employees must receive authorization in advance for work in excess of
26 their regular scheduled shifts.

27 (1) Overtime shall be computed in fifteen (15) minute increments.
28 on duty and in paid status during a meal break, and there will be no additional compensation when an

1 employee is unable to take a meal break during the work shift.

2 **Section 2.** On September 1, 2007, all personal leave time accrued as of August 31, 2007, will
3 be converted hour for hour to compensatory time or paid in cash. An employee with a vacation
4 balance of less than 200 hours on August 31, 2007, may elect to convert up to 37.5 hours to
5 compensatory time. The remaining accrued personal leave time will be cashed out or converted to
6 compensatory time, at the discretion of Department management.

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1 **ARTICLE 12: VACATIONS**

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

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

7

	Years of Service	Maximum Annual Vacation Accrual		
		Hours	Days	
8				
9				
10	Upon hire to end of year	5	90	12 days
11	Upon beginning of year	6	112.5	15 days
12	Upon beginning of year	9	120	16 days
13	Upon beginning of year	11	150	20 days
14	Upon beginning of year	17	157.5	21 days
15	Upon beginning of year	18	165	22 days
16	Upon beginning of year	19	172.5	23 days
17	Upon beginning of year	20	180	24 days
18	Upon beginning of year	21	187.5	25 days
19	Upon beginning of year	22	195	26 days
20	Upon beginning of year	23	202.5	27 days
21	Upon beginning of year	24	210	28 days
22	Upon beginning of year	25	217.5	29 days
23	Upon beginning of year	26	225	30 days
24				

25 **Section 2.** Employees shall expend vacation credits on an hour-for-hour basis for regularly
26 scheduled shifts and shall be paid for vacations at the salary in effect at the time of vacation or upon
27 termination. In cases of death, payment of unused vacation benefits shall be made to the employee's
28 estate, or, in applicable cases, as provided by R.C.W., Title 11.

1 **Section 3.** Employees may accrue up to 450 hours of vacation. Employees shall use vacation
2 leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use
3 vacation leave beyond the maximum accrual amount will result in forfeiture at the end of the year of
4 the vacation leave beyond the maximum accrual amount unless a carryover of vacation leave is
5 approved in accordance with County procedures.

6 **Section 4.** Employees with at least six months service who leave King County employment
7 for any reason will be paid for their unused vacation up to the maximum specified herein.

8 **Section 5.** Employees shall submit their initial vacation requests prior to the first of February
9 each year. Division management shall develop a preliminary vacation schedule for the twelve month
10 period of March 1 to February 29, granting to the extent possible, requested vacation dates in the
11 order established by the random draw. Vacation requests for the first round shall be in increments of
12 not less than one week's duration and not more than four weeks' duration during June, July, August,
13 and December. A week is defined as Saturday through Friday and any portion of a week counts as a
14 week for vacation draw requests. Three (3) employees may be scheduled for vacation at any time
15 unless a greater number is approved by the Crisis and Commitment Coordinator. Additional vacation
16 periods may be granted to requesting employees in the reverse of the order established by the random
17 draw, using new requests submitted for this second round. Requests for the second round shall be
18 limited to not more than two weeks. Following completion of rounds one and two described above,
19 the final vacation schedule shall be posted on or before the first of March each year. The order
20 established by the random draw shall be revised in successive year(s) by moving those employees
21 who did not receive their first requested dates to the top of the list in the same order. New employees
22 shall be placed at the bottom of the list at the time of their employment.

23 **Section 6.** All vacation requests made after the first and second rounds shall be granted where
24 possible and on a first-come basis, but only with the mutual agreement of department management
25 and the employee. If more requests are received simultaneously than can be scheduled, the conflict
26 shall be resolved by awarding the time off to the employee with the most accumulated time (vacation
27 and compensatory time). Requests for additional vacation and use of compensatory time on a first-
28 come basis shall be submitted no earlier than the Friday which is four weeks in advance of the week

1 time off is desired, except as needed for time off to take advantage of training opportunities. (For
2 example, if an employee wishes to have Wednesday of week 26 off, s/he may submit the request no
3 earlier than Friday of week 21.) Vacation requested and scheduled on a first-come basis may be taken
4 in one-half (1/2) hour increments.

5 **Section 7.** After the posting of vacation schedules, employees shall be permitted to exchange
6 vacation periods with the approval of the department.

7 **Section 8.** Cancellation by an employee of any scheduled vacation should be given to the
8 supervisor at least thirty (30) days in advance of the scheduled vacation. Excess vacation accruals
9 which result from cancellation of a previously scheduled vacation by an employee shall be forfeited at
10 the end of each calendar year.

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