



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 16, 2003

Ordinance 14821

Proposed No. 2003-0523.1

Sponsors Constantine and Phillips

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement regarding Psychiatric
3 Evaluation Specialists and one Administrative Specialist II
4 negotiated by and between King County, Washington State
5 Council of County and City Employees Local 21HD and
6 Washington State Council of County and City Employees
7 Local 21AD; approving and adopting an agreement
8 regarding the Administrative Specialist II position
9 negotiated by and between King County, Washington State
10 Council of County and City Employees Local 21HD,
11 Washington State Council of County and City Employees
12 Local 21AD and International Federation of Professional &
13 Technical Engineers Local 17; these agreements represent
14 employees in the departments of public health and juvenile
15 and adult detention; and establishing the effective date of
16 said agreements.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The memorandum of agreement regarding Psychiatric Evaluation

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Specialists and one Administrative Specialist II negotiated by and between King County,

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Washington State Council of County and City Employees Local 21HD and Washington

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State Council of County and City Employees Local 21AD and the agreement regarding

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the Administrative Specialist II position negotiated by and between King County,

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Washington State Council of County and City Employees Local 21HD, Washington State

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Council of County and City Employees Local 21AD and International Federation of

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Professional & Technical Engineers Local 17 and attached to this ordinance are hereby

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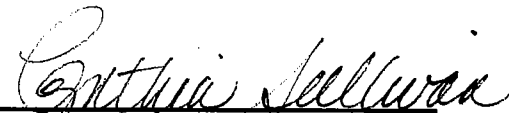
approved and adopted by this reference made a part hereof.

29 SECTION 2. Terms and conditions of said agreements shall be effective from
30 January 1, 2003, through and including December 31, 2004.
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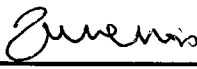
Ordinance 14821 was introduced on 11/24/2003 and passed by the Metropolitan King County Council on 12/15/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 18 day of December, 2003.


Ron Sims, County Executive

RECEIVED
2003 DEC 18 PM 4:20
KING COUNTY COUNCIL
CLERK

Attachments A. Memorandum of Agreement Between King County and Washington State Council of County and City Employees Local 21-HD, B. Agreement Between King County and Washington State Council of County and City Employees, Council 2 and International Federation of Professional and Technical Engineers, Local 17

ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY**King County Pay Range. (Adds)**

The parties agree employees shall be compensated as listed below at the established pay range as found on the King County 10 Step Hourly Squared Wage Schedule.

Class Code	Classification	Range
3113100	Psychiatric Evaluation Specialist	60
4201200	Administrative Specialist II	37

Step Placement. (Adds)

Upon implementation of the Agreement, employees in the PES classification shall be placed on the new pay range as follows:

A. Employees shall be placed on the applicable step on the 10 Step Hourly Squared Wage Schedule that does not constitute a decrease over their current hourly base rate of pay.

Effective Date of Pay Adjustments. (Adds)

The new pay ranges associated with implementing the 10 Step Hourly Squared Wage Schedule for employees in the PES classification is set forth in Addendum A and shall be effective as follows:

A. The effective date of adjustments to the new pay range shall be made effective January 1, 2003.

B. The effective date of adjustments to the new pay range for all employees who hire into the bargaining unit after January 1, 2003 shall be their date of hire.

Implementation and Retroactive Pay. (Adds)

The parties agree to devise a realistic timetable for implementing the Agreement. The retroactive payments made to employees in the PES classification pursuant to this agreement are

1 subject to deductions for purposes of the Public Employment Retirement System (PERS). King
2 County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS
3 contributions. Each individual shall be responsible to King County for repayment of the employee's
4 share of his or her PERS contribution. Each individual shall have the PERS employee obligation
5 deducted from the retroactive payment check.

6 **ARTICLE 9: HOLIDAYS**

7 **Section 4. (Adds)**

8 PES and ASII employees shall take holidays on the King County official day of observance
9 unless their work schedule requires otherwise for continuity of services, in which event, they shall
10 either be paid for it, or schedule an alternate paid day off within thirty (30) days of the actual holiday.
11

12 **ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION**

13 **Translator/Interpreter. (Supersedes Article 16, Section 4)**

14 Regular full-time PES and ASII employees who are formally certified by the State of
15 Washington to perform interpreting/translation services may request to be designated by the Division
16 Manager as a translator/interpreter. Employees so designated are eligible to receive an annual
17 premium of five hundred dollars (\$500) for such services. This premium shall be paid to eligible
18 employees in April of each year. The intent of this provision is to compensate employees who may
19 be called upon by the Division Manager or supervisor to provide interpreting/translation services.

20 It is not intended that employees who are expected to do casual, informal interpreting be
21 designated as eligible for the premium. The Division agrees to use only those employees who are
22 designated as interpreter/translators; except in cases of emergency or when there is no employee
23 designated for the required language, an employee who is not designated may interpret or translate.
24 The County retains the right to hire interpreter/translators other than its own employees. Employees
25 who have passed the County's proficiency test will be considered eligible for the annual premium,
26 provided that s/he acquires State certification by December 31, 2003.
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1 ARTICLE 17: HOURS OF WORK AND OVERTIME**2 Hours of Work. (Adds)**

3 PES employees shall normally be scheduled pursuant to a master schedule.

5 Master Schedule. (Adds)

6 Prior to implementing any large-scale changes to a PES master schedule, the employer agrees
7 to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by
8 the employees for a period of time to be determined by the parties, but not to exceed fourteen (14)
9 calendar days. Upon completion of the bid process, employee assignments shall be posted, except in
10 emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules have
11 not been changed for a period of three (3) consecutive years, then a schedule shall be opened for a
12 rebid.

14 Bid Process. (Adds)

15 When a Psychiatric Evaluation Specialist position becomes vacant or new positions are
16 created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days
17 off of the position.

19 Duty Assignments. (Adds)

20 Nothing in this Agreement shall preclude management from making duty assignments based
21 on the operational needs of the department. Requests for specific duty assignments shall be
22 considered and a determination shall be made based upon the operational needs of the department and
23 the seniority of the employee.

25 Overtime. (Supersedes Article 17, Section 5 and Article 9, Section 3)

26 Employees hired into the PES or Administrative Specialist II classification on or after January
27 1, 2003 shall be covered under the Local 21-HD CBA provisions for overtime. Employees hired into
28 in the PES and Administrative Specialist II classifications prior to January 1, 2003 shall be governed

1 by the following:

2 Hours worked in excess of forty (40) hours in the work week shall be considered overtime,
3 and shall be paid at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay.

4 "Hours worked" shall include the following:

- 5 • Vacation, when such vacations are pre-approved and prescheduled; and
- 6 • Mandatory training for employees who are ordered to attend training on a particular date/time
7 when such training cannot be rescheduled to a non-overtime period.

8 "Hours worked" does not include sick leave, holidays, and other paid leave.

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10 **Callback.** (Supersedes Article 17, Section 7)

11 All PES and AS II employees who are called back to work after completion of their regularly
12 scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours
13 shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee
14 shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-
15 four (24)-hour period.

16
17 **Court Appearances.** (Supercedes Article 17, Section 11)

18 PES and ASII employees who are required to "stand by" for court appearances shall be
19 compensated at a rate of fifty (50) percent of their normal straight time hourly rate for all hours they
20 are on standby status on their regularly scheduled time off. Once notified that the employee must
21 report to court, the standby pay shall cease and the callback provision outlined above shall apply
22 when the employee reports to court if the report time meets the conditions described therein. If the
23 employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby
24 rate.

1 **Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels. (Adds)**

2 A two (2) person minimum on day shift weekdays in the Seattle facility is contingent upon a
3 normal staffing of three (3). A one (1) person minimum on evening shift and day shift weekends in
4 the Seattle facility is contingent upon a normal staffing level of two (2).

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6 **ARTICLE 18: TRANSFER, VOLUNTARY DEMOTION, AND LAYOFF**

7 **Section 3. Layoff. (Adds)**

8 b. The adjusted service date of each PES and Administrative Specialist II employee shall
9 determine seniority for layoff purposes.

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11 **ARTICLE 20: GENERAL CONDITIONS**

12 **Corrective Counseling. (Adds)**

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

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17 **License/Certification. (Adds)**

18 Regular PES employees who are required to be licensed or certified as a condition of
19 employment will have their license renewal fees reimbursed by the Department.

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DURATION OF THIS AGREEMENT

The parties agree that this Memorandum of Agreement shall cover the time period of January 1, 2003 through December 31, 2004.

APPROVED this _____ day of _____, 2003

By

King County Executive

Bill Dennis

Date

Research Director

For WSCCCE Local 21-AD

Date

For WSCCCE Local 21-HD

1 is vacated, it becomes covered by the Local 17 Public Health Administrative Support bargaining unit.

2
3 2. Entire Agreement. This Agreement contains the entire agreement and understanding between
4 the parties with respect to the representation status of Administrative Specialist II position occupied
5 by Mary Ann Liang and supersedes all prior negotiations, discussions, agreements, rulings, or
6 understandings, whether oral or written.

7
8 3. Effective Date. This Agreement shall become effective immediately upon complete execution
9 of the Agreement by all parties.

10
11
12 _____
13 Bill Dennis
14 Research Director
15 For WSCCCE Local 21-AD

_____ Date

16
17 _____
18 For WSCCCE Local 21-HD

_____ Date

19
20
21 _____
22 International Federation of Professional
23 & Technical Engineers, Local 17

_____ Date

24
25
26 _____
27 King County

_____ Date