

**Coalition Labor Agreement (CLA) - Appendix for 037**  
**Agreement Between King County**  
**And**  
**Office & Professional Employees International Union, Local 8**  
**Dental - Department of Public Health**

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**PREAMBLE**

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County (hereinafter referred to as the Employer) and the Office and Professional Employees International Union Local 8 (hereinafter referred to as the Union) representing employees in Public Health-Seattle and King County (hereinafter referred to as the Health Department). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

**PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the representation rights of public employees. It sets forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters, including reducing negative impacts to the County's equity and social justice goals. The objective of this Agreement is to promote cooperation between the Employer and its employees. This Agreement and the procedure which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

**ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

The CLA shall apply to the individual bargaining unit's employees in its entirety.

**ARTICLE 2: UNION MANAGEMENT RELATIONS**

**Section 2.1. Union Recognition:** King County, hereinafter referred to as "the Employer" or "the County" agrees to recognize the Union as the sole collective bargaining agent for all full-time regular, part-time regular, and temporary Dental Assistants, and Dental Hygienists employed by the Health Department, as referenced in the attached wage schedule marked "Addendum A," excluding all supervisory and confidential employees.

**Section 2.2. Union Coverage:** The Employer shall notify the Union within thirty (30) days

of the establishment of any new classification in the Dental Program of the department. Upon request from the Union, the Employer shall consult with the Union as to the appropriateness of including any new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of the Public Employment Relations Commission. The Union and the Employer shall negotiate over the rate of pay for all new classifications in the bargaining unit.

**Section 2.3. Rosters:** By March 31 of each year, or, upon request by the Union, the Employer shall send the Union a list of all employees covered by this Agreement and include their name, address, classification, rate of pay, hours worked, FTE status, and hire date.

**Section 2.4. Union Insignia:** Employees who are represented by the Union shall be permitted to wear, during work hours, any type of Union insignia prescribed by their international or local organization. The wearing of such insignia shall not be cause for discipline. This provision shall not excuse an employee from following any departmental dress code.

**Section 2.5. Union Notification:** Is pursuant to Article 20 of the CLA, except as modified in this Section. The Employer shall notify the Union promptly of all employees leaving its employment.

**Section 2.6. Visitation:** An authorized Union representative may visit the work location of employees covered by this Agreement for the purpose of investigating grievances and observing working conditions. The visits shall not interfere with or disturb employees in the performance of their work nor interfere with the delivery of patient care. The Union shall notify the Employer of such visits in advance. Except as may be provided in other provisions of this Agreement, department work hours shall not be used by employees to conduct Union business or the promotion of Union affairs (e.g., conduction of elections and other internal Union business).

The Union shall provide the department head and the Director of Human Resources Division, Department of Executive Services a written list of the names of all authorized Union staff representatives; said list shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

**Section 2.7. Shop Steward:** The Employer agrees to recognize employees appointed and

identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer, a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings on work time. The Shop Steward's work shall not be unreasonably disrupted because of their participation in grievance matters.

**Section 2.8. Meeting Rooms:** Where allowable, and after prior arrangements have been made, the Department may make available to the Union, meeting space, rooms, etc. for the purpose of conducting Union business, where such activities would not interfere with the normal work of the County, nor incur additional costs.

### **ARTICLE 3: DEFINITIONS**

**Section 3.1. Probationary Employee:** Newly hired employees in a regular career service position shall serve a probationary period of at least six(6) months as defined in the King County Code and Personnel Guidelines for the Career Service. The Guidelines specify that the probationary period is an extension of the hiring process. Probationary employees are considered at-will and may be terminated without recourse to the just cause provisions or the grievance procedures in the CLA. Probationary employees will be evaluated at least quarterly. The probationary period is the period of time prior to the final step in the competitive screening process for career service. Advancement through steps on the salary range will be as provided in Article 10.3. Following successful completion of probation employees will be evaluated annually. Probationary employees are excluded from Career Service under Section 550 of the King County Charter.

**Section 3.2. Full-Time Regular Employees:** "Full-time regular employee" means a comprehensive leave eligible employee employed in a full-time position and, for full-time career service positions, is not serving a probationary period.

**Section 3.3. Part-Time Regular Employee:** "Part-time regular employee" means a comprehensive leave eligible employee employed in a part-time position and, for part-time career service positions, is not serving a probationary period. Under Section 550 of the charter, such part-time regular employees are members of the career service if working at least half-time or more as defined by ordinance.

1           **Section 3.4. Part-time and Temporary Employees:** “Part-time and temporary employee”

2 means an other than a regular position in which the part-time or temporary employee is employed  
3 less than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which  
4 a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a  
5 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.  
6 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation  
7 with the department, is responsible for determining what hour threshold will apply. Part-time  
8 position excludes administrative intern. Part time and Temporary employees as defined herein are  
9 considered at-will employees.

10           The Employer agrees that it will not use temporary and part-time employees to supplant  
11 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be  
12 exempt from all provisions of this Agreement except for Section 3.4. and Article 12, Grievance  
13 Procedure; provided however, employees shall be covered by the Grievance Procedure solely for the  
14 purposes of adjudicating grievances relating to Section 3.4. and Article 12 of this Agreement.

15           **Section 3.5. Short-Term Temporary Employees Pay:** Short-Term Temporary employees are  
16 not entitled to step increases, holidays, vacation, bereavement leave or other paid leaves, or health  
17 care benefits, except where required by law. Short-Term Temporary employees are considered at-will  
18 employees.

19           If a Short-Term Temporary employee exceeds 1040 hours worked in a calendar year, then the  
20 employee shall be eligible to receive additional compensation and benefits per the Contingent  
21 Benefits Offset policies of the King County Contingent Worker Manual, as amended, Part IX.

22           **Section 3.6. Temporary Employee Step Placement:** Temporary employees shall be paid at  
23 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as  
24 approved by the department for the job classifications contained in Addendum A.

25           **Section 3.7. Term-Limited Temporary:** “Term-limited temporary employee” means a  
26 temporary employee who is employed in a term-limited temporary position. Term-limited temporary  
27 employees are not members of the career service.

28           Term-limited temporary employees may not be employed in term-limited temporary positions

longer than the limits that are prescribed in the King County Contingent Worker Manual, as amended, Part II (Term-Limited Temporary Employees).

Term-limited temporary employees shall receive paid leave and insurance benefits the same as a full-time regular and part-time regular employee. Term-limited temporary employees are considered at-will employees.

#### **ARTICLE 4: NON-DISCRIMINATION**

Complaints or charges under this Article shall be pursued through appropriate equal employment opportunity agencies of the federal, county, city or state rather than through the contract grievance procedure. The parties involved may request mediation to address matters related to this Article if both the County and the Union agree that mediation is an appropriate dispute resolution process.

#### **ARTICLE 5: EMPLOYMENT PRACTICES**

##### **Section 5.1. Weingarten Rights:**

Employees shall have the right to the attendance of a Union representative at disciplinary and/or investigatory meetings. Upon request, employees may receive a general description of the nature of the investigation prior to the meeting. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for a representative to be present. If the employer has not informed the employee prior to the meeting of the meeting's purpose and of the employee's right to have a representative present, the employee may request adjournment for a reasonable time period until a representative can be present.

**Section 5.2. Personnel Files:** The employees covered by this Agreement may examine their personnel files in the Health Department's personnel office in the presence of the Health Department Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in their file. Employees shall be notified of any materials related to disciplinary actions to be placed in their personnel files. Employees shall be given an opportunity to provide a written response to any written evaluations, disciplinary actions, or any other material to be included in the personnel file.

**Section 5.3. Employer Policies:**

**Section 5.3(a).** All written Health Department policies and procedures addressing working conditions specified in this Agreement for employees covered by this Agreement shall be furnished to the Union. If conditions allow, the Employer will attempt to give the Union at least two (2) weeks notice of any such written policies.

**Section 5.3(b).** The Union and the Employer agree to bargain the impact of such changes which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the Employer agrees to bargain the impact and effects of such change. This Section 5.3(b). may only be grieved through Step 3 of the grievance procedure outlined in this Agreement.

**Section 5.4. Temporary Alternative Workplace Request:** If a Dental Assistant or Hygienist is interested in experiencing the work environment at a different clinic location other than their current work location for a temporary period of time, the employee should notify program management of their interest via email. Management will review the request and attempt to accommodate such requests on a case by case basis. Current incumbents at the worksite of interest shall not be displaced in order to accommodate a temporary workplace request.

**Section 5.5. Work Site Reassignment Transfers (FTE):** In the event an existing FTE position is being moved from one location to another (including where an FTE position at one location is assigned to multiple locations on a regular basis), the County shall notify the Union with no less than forty-five (45) days notice. Prior to implementing, volunteers for transfer will be sought from among the employees working in the same classification at the site from which the position is relocating.

If multiple volunteers request the transfer, then the transfer will be conducted on the basis of seniority. If there are no such volunteers, then the transfer will be conducted on the basis of inverse seniority from among the employees working in the same classification at the site from which the FTE position is relocating.

Nothing in this provision shall interfere with the employer's right to involuntarily transfer employees or deny transfers requested under this section for operational needs (examples include: to mitigate or facilitate the investigation of workplace harassment, hostile work environment, or

workplace violence claims, or where a legal obligation exist for the County to transfer an employee). The County shall have the right to involuntarily transfer employees or place on administrative leave, if the County determines administrative leave is appropriate, without forty-five (45) days advance notice in emergent situations. An emergent situation shall be construed to mean an unforeseen circumstance which requires immediate action or change of plans (an example of an emergent situation may include an unexpected hazard to the facility or property causing a shut down).

In circumstances where management contemplates an involuntary transfer, the County will provide forty-five (45) days advance written notice to the impacted employee(s) and the union prior to the transfer date, except where emergent situations exist. Employees who have been involuntarily transferred to a new work site in an emergent situation shall transfer back to their home worksite within sixty (60) days from the date they were transferred to the new worksite if the emergent situation has been fully resolved. Additionally, the County agrees to meet with the Union upon request to discuss any involuntary transfers. The County agrees to avoid involuntary transfers and consider all other options as much as possible and shall consider the individual hardships imposed on the employee prior to implementing transfers. An involuntary transfer does not preclude an employee to request voluntarily transfer into a vacant position under Section 5.4 and this Section 5.6. Employees will be notified in writing of the reason when a transfer is approved or denied.

**Section 5.6. Performance Evaluations:** Under the current performance evaluation process, at least two (2) performance evaluations will be completed during the employee's probationary period per article 3.1, and annually thereafter unless there are extenuating circumstances.

The performance evaluation process shall be used as a method of measuring an employee's performance based upon the goals and objectives of the position being evaluated. The County has the responsibility to ensure performance evaluations are completed and that performance feedback/evaluations are appropriately communicated to employees.

When a Dentist or a Dental Supervisor has a performance concern or positive feedback to share, this information should be communicated to the Dental Assistant or Hygienist as soon as reasonably possible to afford the Dental Assistant or Dental Hygienist an opportunity to receive

1 feedback. When appropriate, the Supervisor and or Dentists should work with the employee to  
2 develop ideas and suggestions to improve performance.

3 Final performance evaluations will be placed in employee personnel files, but six month  
4 feedback reviews will not be retained in personnel files.

5 Within 14 calendar days of receiving a performance evaluation, an employee may appeal to  
6 the Division Director (or designee) individual performance scores in the evaluation by identifying  
7 each specific score(s) the employee is requesting to appeal. The employee should provide written  
8 comments about why they believe each score does not reflect their performance for that category.  
9 The Division Director (or designee) shall review the appeal comments, schedule a meeting with the  
10 employee, and issue a final decision about whether to modify any score or comment in the  
11 performance evaluation based on the appeal process. The Division Director or designee should issue  
12 the appeal decision within fourteen calendar days of the appeal hearing to ensure the employee has  
13 timely resolution to their appeal. In no event shall a failure to timely respond be construed as  
14 implementation of the change sought by the employee in the appeal.

## 16 **ARTICLE 6: HOURS OF WORK**

17 ***Section 6.1. Workweek/Workday:*** For regular full-time employees, eight (8) hours shall  
18 constitute a normal day's work and forty (40) hours in any one week, between the hours of 7:00 A.M.  
19 and 6:00 P.M., and five (5) consecutive days, shall constitute a normal workweek.

20 ***Section 6.1(a).*** It is understood that the Employer may change the workweek/workday of any  
21 job where the workweek/workday/ no longer meet the requirements of the business needs. The  
22 Employer and the Union agree to meet to negotiate the effects of such a change if the Union so  
23 requests.

24 ***Section 6.1(b).*** The Employer agrees to notify the Union in advance of a significant work  
25 schedule change, and to negotiate the effects of such change if the Union so requests.

26 ***Section 6.1(c).*** Forty-five (45) days advance notice shall be afforded employees when non-  
27 emergency involuntary permanent schedule changes are mandated by the Employer.

28 ***Section 6.2. Meal and Break Periods:*** It is the policy and goal of the County that each eight

(8) hour workday shall include one required unpaid meal period of at least thirty (30) minutes approximately midway through the shift, and two (2) required paid break periods of fifteen (15) minutes each. One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour overtime period. Where the nature of the work allows employees to take intermittent rest periods equivalent to 15 minutes for each four-hour period worked, scheduled rest periods are not required. Employees required to remain in the workplace during their meal period shall be paid.

***Section 6.3. Overtime:*** All time worked in excess of forty (40) hours in one week shall be paid at the contractual overtime rate of pay. All overtime requires prior authorization by the Employer.

In order to ensure that current pay practices relating to overtime can continue, the parties have adopted the following language. When this contract is ratified and the new contract goes into effect, this language will not result in implementation of any changes to current practices.

Contractual daily overtime shall be paid to employees who work more than their regularly scheduled work day at the Contractual Overtime Rate in effect at the time the overtime work is performed.

Contractual weekly overtime shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Employees required to work four (4) or more hours beyond their regular shift shall be provided a meal allowance consistent with County policy. Where unique situations develop requiring the need for Employees to work overtime at their applicable work site, if possible, such unique overtime will be assigned on the basis of Seniority at their applicable work site. A unique overtime

1 situation shall not include the need for an Employee to remain in the workplace beyond their normal  
2 schedule in order to complete work on a patient or a series of patients.

3 ***Section 6.3(a) Compensatory Time Accrual:*** All career service bargaining unit employees  
4 shall have the option to unilaterally choose to bank up to 80 hours per year of compensatory time  
5 instead of overtime pay under the following conditions:

- 6 1) When the Employer has pre-approved time worked in excess of 40 hours per week;
- 7 2) If pre-approval is not possible, but the overtime was necessary for direct patient  
8 care or under the direction of the dentist.

9 Compensatory time shall be accrued at the rate of one and one-half (1-1/2) comp time hour  
10 for each hour worked. Employees cannot be required to accept compensatory time instead of  
11 overtime pay. Compensatory time must be used during the calendar year in which it is accrued  
12 unless this is not feasible due to work demands. The employee may then request, and the department  
13 director will approve, the carryover of a maximum of 40 hours of accrued compensatory time.  
14 Compensatory hours that have been carried over must be used within the first quarter of the new  
15 calendar year, in which case it will be cashed out.

16 ***Section 6.3(b) Compensatory Time Usage:*** An employee requesting time off using  
17 compensatory time shall make arrangements in advance with their supervisor. Any time off request  
18 using compensatory time is subject to authorization of the supervisor.

19 ***Section 6.3(c) Schedule Adjust (Flex Time):*** Additionally, an employee who works time  
20 beyond their regular schedule may make arrangements, upon mutual agreement with the employee's  
21 supervisor, to adjust the employee's schedule at the base hourly rate of pay during the same FLSA  
22 workweek as the extra hours were worked.

23 ***Section 6.4. Workweek:*** Nothing in this Article 6 shall limit the Employer's ability to offer  
24 the Employee an alternative work schedule or the Employer to consider Employee requests for same.  
25 Once an alternative work schedule is established, changes shall be subject to the provisions of Article  
26 6.1(b) and 6.1(c). Alternative work schedules shall include, but are not limited to the following:

- 27 1. flextime work schedule, and
- 28 2. A 4/40 work schedule.

1 The following conditions shall apply with regard to 4/40 and 9/80 work schedules:

2 a) A normal workday may consist of ten (10) hours to be scheduled on four  
3 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a  
4 recognized holiday shall be paid at the contractual overtime rate in addition to eight (8) hours of  
5 holiday pay at the base hourly rate of pay. Upon mutual agreement between the Employee and  
6 Employer, a compensatory day off at eight (8) hours of base hourly rate of pay may be substituted  
7 for holiday pay. If a holiday falls on a regularly scheduled day off or during vacation, an employee  
8 shall receive the base hourly rate of pay for eight (8) hours. Employees working an alternative  
9 schedule shall be paid at the contractual overtime rate for work beyond ten (10) hours in one day or  
10 forty (40) hours in a workweek.

11 b) A 9/80 alternating workweek schedule - the record keeping timesheet for  
12 this schedule must be one which meets the FLSA standards dividing between two (2) workweeks  
13 mid-shift on the fifth (5th) day of work which is either eight (8) hours or one day off.

14 **Section 6.5. Call-In Pay:** Should an employee be called in to work on a scheduled day off or  
15 after normal working hours, the employee shall receive not less than two (2) hours pay at the  
16 contractual overtime rate. An employee shall be deemed to have been called in only when the  
17 employee receives notice of work after having left the work site. If an employee receives such notice  
18 of work before leaving the worksite, but after the end of the preceding regular shift, the employee  
19 shall be deemed to have worked continuously.

20 **Section 6.6. Inclement Weather:** Should weather conditions prevent an employee from  
21 reporting to work the following shall apply:

22 1. Employees shall notify their supervisors as soon as they are aware they are unable  
23 to report for work.

24 2. Employees may request and supervisors may approve the use of compensatory  
25 time, vacation time, or leave without pay to cover time loss due to inclement weather.

26 3. Sick leave may not be used to cover time loss due to inclement weather.

27 4. Upon approval by the Employer, employees may report to work at another work  
28 facility closer to their residence in the event of inclement weather.

1           **Section 6.7. Work Reassignment & Travel Time:** On occasion bargaining unit employees  
2 may be asked to volunteer to serve a temporary assignment at a different Public Health Dental facility  
3 or program than one's regularly assigned work site when agency or float coverage is unavailable.  
4 When there are no volunteers, then the assignment should go by inverse seniority. If circumstances  
5 prevent the least senior employee from filling the assignment, then volunteers at the site will be asked  
6 again. If no volunteers agree to the assignment, the next least senior employee at the site will be  
7 selected until the assignment is filled.

8           An employee who reports to their home worksite and is reassigned to work at another Public  
9 Health Dental worksite, the time consumed in traveling to and from the new site shall be considered  
10 part of the workday. Any additional time consumed in travel while returning to the employee's home  
11 worksite beyond the employee's normal working hours, shall be compensated at the applicable  
12 overtime rate. This provision does not apply to travel time to or from one's usual place of residence  
13 to the place of work, unless so required by provisions of the FLSA.

14           **Section 6.8. Report Pay:** Any employee who is scheduled to work and who is ready, able,  
15 and willing to perform the duties of the classification, but is sent home by the County without  
16 completing their shift shall be paid a minimum of four (4) hours of pay. Report pay shall be included  
17 in the calculation of hours worked which qualify for overtime eligibility

18           **Section 6.9. Administrative Time:** Each bargaining unit member shall be allowed time  
19 during their regular shift for administrative time on the County computer.

20           **Section 6.10. Jail Health Services Staffing Contingency Plan:** When a Dental Assistant  
21 who works in Jail Health Services (JHS) reports to work and the dentist is unavailable, the employee  
22 will be provided with the following options, as appropriate:

23                 1. The Dental Assistant may request to remain on site to complete work, within the  
24 Dental Assistant classification, that does not require the supervision or direction of a provider.

25                 2. The Dental Assistant may request to be redeployed to a Public Health Dental Clinic  
26 for the remainder of their shift.

3. Absent an emergent need at another clinic, the Dental Assistant may be sent home in accordance with Section 6.7 above and may elect to use vacation accrual for the remainder of the employee's shift.

## **ARTICLE 7: HOLIDAYS**

***Section 7.1. Holidays Observed:*** Employees covered by this Appendix shall be eligible for holidays with pay as provided by Article 10 of the CLA, except as modified below.

### ***Section 7.2. Holiday Pay:***

***Section 7.2(a). Work on a Holiday:*** Work performed on holidays shall be paid at one and one half (1-1/2) times the regular hourly rate of pay in addition to the regular holiday pay (i.e., double time and one half (2-1/2)).

***Section 7.2(b). Proration of Paid Holidays for Part-time Regular Employees:*** A part-time regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon hours compensated at the base hourly rate of pay during the pay period prior to the pay period in which the holiday falls.

## **ARTICLE 8: VACATION**

***Section 8.1. Vacation Accrual:*** Employees covered by this Appendix shall be eligible for vacation with pay as provided by Article 32 and Article 9 of the CLA, except as modified below.

***Section 8.2.*** The minimum vacation allowance to be used by an employee shall be in increments of one-tenth (1/10) of one hour, equal to six minutes.

***Section 8.3. Vacation Scheduling:*** The County shall arrange vacation time for employees on such schedules as will least interfere with the functions of the Department but which accommodate the desires of the employee to the greatest degree possible following clinic site guidelines of vacation submittal. Employee vacation requests shall be approved or denied in writing within ten (10) workdays after submission to the Employer. Except in emergencies, scheduled vacation shall not be denied once approved by the Employer.

***Section 8.3(a).*** When two (2) or more employees submit vacation requests simultaneously

and only one (1) request can be approved, the employees will attempt to resolve the matter among themselves. If it is not resolved, the request of the most senior employee will be approved.

**Section 8.4. Vacation Usage Prior to a Leave of Absence:** Employees must use all accrued vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an exception is approved by the Director of the Human Resources Department.

## **ARTICLE 9: SICK LEAVE USAGE**

**Section 9.1. Sick Leave Accrual:** Employees covered by this Appendix shall be eligible for sick leave benefits provided by Article 31 of the CLA, except as modified below.

### **Section 9.2. Use of Accrued Sick Leave:**

**Section 9.2(a).** The minimum sick leave allowance to be used by an employee shall be in increments of one-tenth (1/10) of one hour, equal to six minutes.

**Section 9.2(b).** The Health Department Director shall be responsible for proper administration of the sick leave privilege. Written Department policies for sick leave will be available to all employees and to the Union. Use of sick leave for unauthorized purposes shall be grounds for disciplinary action in accordance with the Public Health-Seattle and King County "Attendance Management Policy" (PERS 18-2 (DPH DP), effective May 2, 2011).

**Section 9.2(c).** If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, s/he shall notify the department immediately upon return to work. A doctor's statement or other proof of illness or disability, while on vacation or compensatory time off, must be presented if the employee is claiming three or more consecutive days of sick leave.

## **ARTICLE 10: RATES OF PAY**

**Section 10.1. Pay Range Modifications:** The Employer and the Union agree that the classification specifications of Dental Assistant & Dental Hygienists shall be compensated at the established pay range negotiated by and between the parties as listed in Addendum A to this Agreement, subject to changes pursuant to Section 10.2.

**Section 10.2. Pay Increases:** General wage increases for this contract term will be granted pursuant to CLA Article 29.

**Section 10.3. Step Increases:** Non probationary employees shall move through the steps in their pay range based on longevity. Eligible employees not at Step 10 will advance one step each calendar year, effective on January 1. Probationary Employees hired at Step 1 of their pay range shall receive one (1) step increase after successful completion of the probationary period and one (1) step increase each year of service thereafter, effective on January 1, provided that the employee is no longer in a probationary status as of September 30th of the previous year. Probationary Employees hired above Step 1 of their pay range shall receive a one (1) step increase on the next January 1 after successful completion of probation, provided that the employee is no longer in a probationary status as of September 30th of the previous year, at the discretion of management.

**Section 10.4. Step increases for TLTs and STTs.** Step increases for term-limited temporary are in accordance with the King County Contingent Worker Manual, as amended. Short-term temporary employees are not eligible for step increases.

## **ARTICLE 11: LEAVES OF ABSENCE**

**Section 11.1. General Provisions:** The continuous service and seniority status of an employee shall not be interrupted while on unpaid leave due to industrial injury, military service or leave covered by the Employer's Family-Medical Leave Ordinance.

**Section 11.2. Court Leave:** All regular employees ordered to appear before a court of law in a matter related to their employment in the Health Department shall be entitled to their regular pay

**Section 11.3. Leave Without Pay:** Is pursuant to Article 3 of the CLA except as modified below. Except where a leave of absence is taken in conjunction with a worker's compensation claim, leaves of absence without pay are administered as follows:

1. Leaves of absence without pay shall be for periods not to exceed one year except that the Department of Human Resources Director may, in special circumstances, grant an extension beyond one year.

2. Other employee benefits shall not accrue to the employee while on leave of

1 absence without pay except as otherwise provided by ordinance.

2           3. If a leave of absence without pay was granted for purposes of recovering health, the  
3 employee may be required to submit a physician's statement concerning the employee's ability to  
4 resume duties prior to return to work.

5           4. A leave of absence may be revoked upon evidence submitted to the department  
6 director indicating that the leave of absence was requested and granted under false pretenses, or that  
7 the need for the leave of absence has ceased to exist.

8           5. When a leave of absence without pay is used in conjunction with paid leave time,  
9 the total paid leave time must always be used at the beginning of the period of absence and may not  
10 be interspersed in the period of the leave of absence without pay.

11           **Section 11.4. Industrial Accident Leave:**

12           **Section 11.4(a).** Employees shall continue to accrue service credit and seniority for the  
13 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as  
14 a result of employment with the Employer covered by workers compensation insurance.

15           **Section 11.4(b).** Sick leave may be used to supplement the amount of compensation received  
16 by an employee for workers compensation insurance, up to the amount of the employee's net regular  
17 pay. Under no circumstance may the combined amount of workers compensation insurance and sick  
18 leave benefits exceed the employee's net regular pay received prior to the industrial accident.

19           **Section 11.5. Transitional Duty (Light Duty) Assignments:** Transitional duty assignments  
20 consist of short-term work assignments for employees who may have temporary medical restrictions  
21 precluding them from performing one or more essential job functions. All transitional duty  
22 assignments will be provided consistent with PER 22-6 (AEP) as amended.

23  
24 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURE**

25           **Section 12.1.** The grievance procedure is pursuant to Article 26 of the CLA, except as  
26 modified below.

27           **Section 12.2. Information Requests:** Upon request, the County and the Union may mutually  
28 delay a scheduled grievance hearing to provide sufficient time for the Union to receive or review

1 information requested related to a grievance.

2       **Section 12.3.** A designated shop steward and grievant(s) shall be granted reasonable paid  
3 release time by their immediate supervisors for the purposes of attending the grievance meetings  
4 including for mediation and/or an arbitration hearing when such meetings occur\_during the  
5 employee's regularly scheduled hours.

6       If the supervisor is unable to grant release time at the time requested, they will provide an  
7 alternative time when such release time can be granted.

8       Such time spent outside of the employee's regularly-scheduled hours is unpaid.

9       **Section 12.4. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days  
10 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in  
11 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing  
12 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
13 relief for the alleged Unfair Labor Practice.

14       **Section 12.5. Dispute Resolution Procedure:** The Union and the County agree it is in the  
15 best interest for employees and the County to have a productive workplace and to resolve differences  
16 or disputes before they escalate to a complaint to an outside agency. For disputes that arise in the  
17 workplace that do not constitute an alleged violation of the contract such as co-worker to co-worker  
18 conflict or worker and supervisor conflict, or other conflicts and complaints, employees may request  
19 mediation as a mechanism for dispute resolution through the King County Alternative Dispute  
20 Resolution Program. Participation in mediation is voluntary and requires mutual consent from all  
21 parties involved.

## 22 23 **ARTICLE 13: ORAL HEALTH PROGRAM**

24       **Section 13.1.** Bargaining unit members in the Oral Health Program will be entitled to  
25 immediately access their health benefits upon their sabbatical return on October 1st of each year.

## 26 27 **ARTICLE 14: HEALTH AND SAFETY**

28       **Section 14.1.** The Employer agrees to comply with all applicable federal, state and local laws

and regulations regarding health and safety.

**Section 14.2.** The County will continue to monitor the safe use of nitrous for clients and employees.

## **ARTICLE 15: REDUCTION IN FORCE AND CHANGE IN FTE**

**Section 15.1. Notice and Order of Layoff:** In the event of a reduction in force due to lack of work and/or lack of funds or considerations of efficiency, the employer shall notify the Union and the impacted employee(s) of any reductions in force not less than forty-five (45) days prior to the layoff taking effect. Layoffs shall be conducted by order of seniority and shall be defined as an employee's adjusted service date within a classification. The position(s) to be eliminated shall be at the sole discretion of the Employer. If the Employer determines that an employee possesses a unique skill or abilities which are essential to the operation of the division, the Employer may retain such an employee and need not lay them off under the seniority-based layoff procedure of this Article 15. Prior to initiating any layoff(s) the employer will first seek volunteers from the affected classification. When there are no volunteers, the least senior employee(s) in the affected job classification shall be laid off first; however, in the event of two (2) employees having the same seniority in the affected job classification, ability and skill, shall be the determining factor on retention.

**Section 15.2 Bumping:** In any layoff, more senior employees, if qualified, as determined by the Health Department, shall be entitled to bump the least senior employee in the same classification.

Employees in the bargaining unit who are laid off may bump less senior employees in the same or lower pay range classification in the bargaining unit provided they have previously attained career service status in that classification and performed the duties of the position (including work unit and function) the employee is electing to bump.

**Section 15.3. Placement:** The Employer will attempt to place all employees scheduled for layoff into vacant positions for which they qualify. Such qualifications shall be determined by the Department of Human Resources Director. Additionally, employees may access King County Career Support Services for layoff/recall placement services in addition to their recall rights under this Agreement.

**Section 15.4. Recall:** All employees who are laid off shall be placed on a recall list with the employee with the most seniority being recalled first. A laid-off employee may be removed from the department recall list for any of the following reasons:

1. The expiration of two (2) years from the date of layoff.
2. Re-employment within the County in a comparable position or job class.
3. Failure to accept employment in a comparable position or job class or to report to work.
4. Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with King County.
5. Failure to respond within ten (10) work days to a communication regarding availability of employment.
6. Request in writing by the laid-off employee to be removed from the list.

**Section 15.5. Change in FTE:** A change in FTE occurs when the number of employees at a site remains the same, but the number of work hours of an individual employee is increased or decreased. The employer may increase/decrease FTE(s) within the bargaining unit pursuant to the following procedures:

1. The employer will notify the union and the employee(s) at the site where the need to increase/decrease a position's FTE exists. The notice will occur as soon as possible, but not less than forty-five (45) days prior to the increase/decrease taking effect; provided this provision shall not require the employer to disclose elements of a proposed department budget prior to the transmittal of that proposed budget to the King County Council.
2. The employer will solicit volunteers from the site where the increase/decrease is needed. If more than one employee volunteers for the FTE increase/decrease, management shall select from among those volunteers based upon the knowledge, skills, and abilities, as well as the performance of the employees. Such decision will not be arbitrary or capricious. Employees who volunteered but were not selected for the increase/decrease may request a written explanation for the basis for the selection made.
3. If there are no volunteers for the increase/decrease, the least senior employee in the

designated classification at the site where the increase/decrease is to occur will be selected for the increase/decrease. Should there be a tie in seniority date among more than one employee at that site, then the employee with the highest King County employee identification number will be selected for the increase/decrease.

4. The employee selected for the increase/decrease shall be afforded the following options should the increase/decrease in FTE create a hardship for him/her:

a. The employee may accept the increase/decrease on an on-going basis and not participate in the layoff/recall program; or

b. Accept the increase/decrease in the FTE and participate in the layoff program for referral to comparable positions that become available within two years following the change in FTE; or

c. Choose to be laid off on the effective date of the increase/decrease and participate in the layoff/recall program for referral to comparable positions that become available within two years from the date of layoff; or

d. Voluntarily retire or resign and do not participate in the layoff/recall program.

## **ARTICLE 16: EDUCATION AND TRAINING**

**Section 16.1.** The Health Department and the Union agree continuous updating of employee's skills and knowledge is beneficial to providing quality health care services to the public. The County recognizes the mutual benefit to be attained by affording training opportunities both internally and externally. Therefore employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education and professional development both in their field or to pursue other career opportunities. To that end, the Health Department will continue to have this as a goal, making every effort to allow employees reasonable time, subject to Health Department staffing needs, to attend training sessions and seminars. Employees covered by this Agreement will be allowed a minimum of three (3) days of paid time per calendar year for the purpose of attending job related training or professional development requested by the employee and

1 approved by the Health Department. The County shall provide an education stipend of up to \$300  
2 per year for Dental Assistants and for Dental Hygienists to attend County-approved training.

3 ***Section 16.2. Papoosing Services:*** Annually, Dental Assistants who are required to provide  
4 papoosing services will be provided training of such techniques paid for by the DOPH (Dental  
5 Program). Papoosing services or pediatric behavior management training, at a total cost not to  
6 exceed \$1500 per year, will be provided by an accredited organization if an accredited organization is  
7 locally available.

8 ***Section 16.3. Papoosing Premium:*** Career Service and/or term limited temporary  
9 bargaining unit employees assigned to work at Columbia on a regular basis who participate in  
10 papoosing shall receive an additional \$50.00 per month. This premium shall only apply to employees  
11 who regularly participate in papoosing at Columbia.

## 12 13 **ARTICLE 17: MISCELLANEOUS**

14 ***Section 17.1. Uniforms:*** The County shall provide scrubs and cleaning service for scrubs for  
15 Dental Assistants and Dental Hygienists with the exception of the Oral Health Program employees  
16 who will continue to use disposable protective wear provided by the County.

17 ***Section 17.2. Dental Hygienist License and Dental Assistant Registration Fees:*** The  
18 Employer shall pay for the Dental Hygienist annual state license fee and shall pay for the Dental  
19 Assistant annual state registration fee. All Dental Hygienists and Dental Assistants must meet  
20 Washington State licensing and registration requirements as a condition of hire and continued  
21 employment. Dental Hygienists and Dental Assistants failing to maintain necessary licenses or  
22 certifications will be terminated from employment; however, an employee whose license/certification  
23 has lapsed will be afforded up to three business days to obtain and submit the necessary proof of  
24 having obtained the license/certification. Employees may use vacation or comp time leave during  
25 these three days. If the employee is out of vacation or comp time, these days will be unpaid leave.  
26 The county will arrange and provide HIV/AIDs training that meets the state's requirement for Dental  
27 Assistant Registration for all Dental Assistants employed with the county prior to May 1, 2008.

28 ***Section 17.3. Employee Assistance Program:*** An Employee who appears to have a

substance abuse, behavioral, or other problem which is affecting job performance or interfering with the ability to do their job, shall be encouraged to seek information, counseling, or assistance through the County Employee Assistance Program.

***Section 17.4. Labor-Management Committee:*** The parties agree to form a Labor-Management Committee that may meet quarterly, if desired.

***Section 17.5.*** Any bargaining unit members may volunteer to participate in King County sponsored committees. If selected they shall be entitled to serve on work time.

***Section 17.6. Dental Assistant Float Pool:*** The Employer implemented float pool assignments for Dental Assistant classifications. CLA Article 24 Reimbursement For Personal Transportation shall cover applicable transportation reimbursement. Travel from an initial worksite to another worksite in the same workday is considered compensable time.

## **ARTICLE 18: MANAGEMENT RIGHTS**

The Employer will continue to have, whether exercised or not, all the right, powers and authority heretofore existing including, but not limited to, the following: the right to determine the standards of services to be offered by the department; determine the standards of selection of employment; direct its employees; take disciplinary action; determine the methods, tools, and standards of evaluating employee performance, relieve its employees from duty because of lack of work or for other reasons; issue and endorse rules and regulations; maintain and improve the efficiency of governmental operations; determine the methods, means, and personnel by which the Employer operations are to be conducted; determine job classifications of Employer employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities, and to determine the work schedules of its employees. All the rights, responsibilities and prerogatives that are inherent in the Employer by virtue of all federal, state, and local laws and regulations provisions shall not be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the County Executive or the County Council, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited

only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington.

The exercise by the Employer through its County Council and Executive and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

## **ARTICLE 19: WORK STOPPAGES AND EMPLOYER PROTECTION**

**Section 19.1.** The Employer and the Union agree that the public interest requires efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with Employer functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

**Section 19.2.** Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order. In addition, if requested by the Employer, a responsible official of the Union shall publicly order such Union members to cease engaging in such work stoppage.

**Section 19.3.** The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding.

For Office and Professional Employees Union, Local 8:

Signed by:

*Denise Baeza*

BB048C3F2720481...

Denise Baeza

Union Representative

Signed by:

*Diane Myers*

45D618783975481...

Diane Myers

Employee Representative

For King County:

Signed by:

*Timm Lovitt*

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Timm Lovitt

Labor Relations Negotiator

Office of Labor Relations, Executive Office

## **Addendum A**

### **WAGES**

The following classifications are paid  
at the ranges provided below as established by the  
King County 10-step Hourly Squared Schedule

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
3331100	334101	Dental Assistant	Range 37
3332100	334201	Dental Hygienist	Range 62

## **Addendum B**

### **CONTINUATION OF CURRENT PRACTICES RELATING TO WAGE AND HOUR LAW**

The adoption of the following provisions is to allow for the continuation of certain practices. This Exhibit requires no implementation and will not result in any changes.

In order to allow for the continuation of intermittent breaks and paid meal periods, as authorized in Article 6.2, the parties confirm:

For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.