



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 2, 2005

Ordinance 15169

Proposed No. 2005-0175.1

Sponsors Hague and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Office and Professional Employees, Local
4 8 representing Dental Hygienist and Dental Assistant
5 employees in the department of public health; and
6 establishing the effective date of said agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and the Office and Professional Employees, Local 8 representing Dental
12 Hygienist and Dental Assistant employees in the department of public health and attached
13 hereto is hereby approved and adopted by this reference made a part hereof.

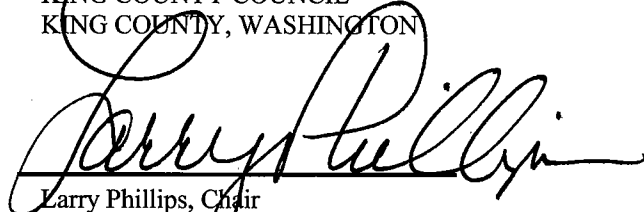
14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 August 1, 2004, through July 31, 2007.

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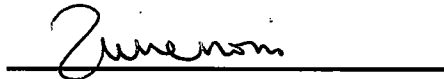
Ordinance 15169 was introduced on 4/18/2005 and passed by the Metropolitan King
County Council on 5/2/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Ms.
Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

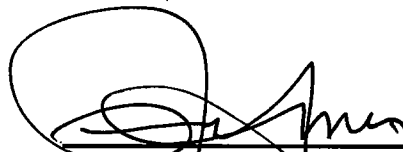

Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of May, 2005.


Ron Sims, County Executive

Attachments

A. Agreement By and Between King County and Office Professional Employees
International Union, Local 8 Representing Employees in Public Health Seattle and
King County

RECEIVED
2005 MAY -5 PM 2:40
KING COUNTY COUNCIL
CLERK

AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
OFFICE PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
REPRESENTING EMPLOYEES IN
PUBLIC HEALTH
SEATTLE & KING COUNTY

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PREAMBLE	1
PURPOSE	2
ARTICLE 1: UNION MANAGEMENT RELATIONS	3
ARTICLE 2: DEFINITIONS	6
ARTICLE 3: NON-DISCRIMINATION	9
ARTICLE 4: EMPLOYMENT PRACTICES	10
ARTICLE 5: HOURS OF WORK	11
ARTICLE 6: HOLIDAYS	14
ARTICLE 7: VACATION	16
ARTICLE 8: SICK LEAVE	18
ARTICLE 9: RATES OF PAY	20
ARTICLE 10: LEAVES OF ABSENCE	22
ARTICLE 11: DISPUTE RESOLUTION PROCEDURE	25
ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS	29
ARTICLE 13: HEALTH AND SAFETY	30
ARTICLE 14: REDUCTION IN FORCE	31
ARTICLE 15: EDUCATION AND TRAINING	33
ARTICLE 16: MISCELLANEOUS	34
ARTICLE 17: MANAGEMENT RIGHTS	35
ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION	36
ARTICLE 19: SEPARABILITY	37
ARTICLE 20: DURATION	38
ADDENDUM A: WAGES	39

1 **PREAMBLE**

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

1 **PURPOSE**

2 The intent and purpose of this Agreement is to promote the continued improvement of the
3 relationship between the Employer and its employees by providing a uniform basis for implementing
4 the representation rights of public employees. It sets forth in writing the negotiated wages, hours and
5 other working conditions of such employees in appropriate bargaining units provided the Employer
6 has authority to act on such matters. The objective of this Agreement is to promote cooperation
7 between the Employer and its employees. This Agreement and the procedure which it establishes for
8 the resolution of differences is intended to contribute to the continuation of good employee relations.

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1 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

2 ***Section 1.1. Union Recognition:*** The Employer agrees to recognize the Union as the sole
3 collective bargaining agent for all full-time regular, part-time regular, and temporary Dental
4 Assistants, and Dental Hygienists employed by the Health Department, as referenced in the attached
5 wage schedule marked "Addendum A," excluding all supervisory and confidential employees.

6 ***Section 1.2. Union Coverage:*** The Employer shall notify the Union within thirty (30) days
7 of the establishment of any new classification in the Dental Program of the department. Upon request
8 from the Union, the Employer shall consult with the Union as to the appropriateness of including any
9 new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent
10 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The
11 Union and the Employer shall negotiate over the rate of pay for all new classifications in the
12 bargaining unit.

13 ***Section 1.3. Union Security and Membership:*** It shall be a condition of employment that all
14 employees covered by this Agreement who are members of the Union in good standing on the
15 effective date of this Agreement shall remain members in good standing and those who are not
16 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day
17 following the effective date of this Agreement, become and remain members in good standing in the
18 Union or pay an agency fee to the union to the extent required by law. It shall also become a
19 condition of employment that all employees covered by this Agreement and hired or assigned into the
20 bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning
21 of such employment, become and remain members in good standing in the Union or pay an agency
22 fee to the union to the extent required by law.

23 ***Section 1.4.*** Nothing in this Article shall require an employee to join the Union who has bona
24 fide religious beliefs which would prohibit the payment of dues and/or initiation fees to union
25 organizations, in which case an amount of money equivalent to regular Union dues and initiation fee
26 shall be paid to a non-religious charity mutually agreed upon by the employee affected and the
27 bargaining representative to which such employee would otherwise pay the dues and initiation fee.
28 The employee shall every thirty (30) days furnish proof that such payment has been made.

1 **Section 1.5.** A temporary employee shall pay to the Union, in lieu of the Union membership
2 dues under Section 1.3., a service fee in an amount equal to the Union's regular monthly dues
3 uniformly required of regular Department employees uniformly required for bargaining unit members.

4 **Section 1.6. Rosters:** Every six (6) months, upon request by the Union, the Employer shall
5 send the Union a list of all employees covered by this Agreement and include their name, address,
6 classification, rate of pay, hours worked, FTE status, and hire date.

7 **Section 1.7.** In the event an employee fails to apply for or maintain his/her membership in the
8 Union or pay agency fees as required, the Union may give the Employer notice of this fact. Within
9 twenty (20) days after receipt of such notice, if the employee has not obtained membership in the
10 Union, the services of such employee shall be terminated by the Employer.

11 **Section 1.8. Union Insignia:** Employees who are members of the Union in good standing
12 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their
13 international or local organization. The wearing of such insignia by a Union member shall not be
14 cause for discipline. This provision shall not excuse an employee from following any departmental
15 dress code.

16 **Section 1.8.(a). Dues Deduction:** The Employer agrees to deduct from the pay check of each
17 employee who has authorized it, the regular monthly dues uniformly required of members of the
18 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees
19 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
20 be revoked by the employee upon request. The performance of this function is recognized as a
21 service to the Union by the Employer.

22 **Section 1.9. Bulletin Boards:** The Health Department shall provide bulletin board space for
23 the posting of Union-related material in areas accessible to bargaining unit members; provided,
24 however, that said space shall not be used for notices which are political in nature. All material
25 posted shall be officially identified as authorized for posting by the Union and a copy of all material
26 to be posted will be provided to the Health Department Personnel Manager prior to or concurrent to
27 posting. All material shall have an expiration date listed; once that expiration date has been reached
28 said material may be removed by the Employer.

1 **Section 1.9.(a). Hold Harmless:** The Union shall indemnify, defend, and hold the Employer
2 harmless against any and all claims made and against any and all suits instituted against the Employer
3 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the Employer
4 under Sections 1.3. and 1.5 and 1.8 of this Article.

5 **Section 1.9.(b). Union Notification:** Within ten (10) days from assignment of any employee
6 for regular employment, the Employer shall forward the Union a completed membership application
7 form signed by that employee. The Employer shall notify the Union promptly of all employees
8 leaving its employment.

9 **Section 1.10. Visitation:** An authorized Union representative may visit the work location of
10 employees covered by this Agreement for the purpose of investigating grievances and observing
11 working conditions. The visits shall not interfere with or disturb employees in the performance of
12 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of
13 such visits in advance. Except as may be provided in other provisions of this Agreement, department
14 work hours shall not be used by employees for the conduct of Union business or the promotion of
15 Union affairs (e.g., conduction of elections and other internal Union business).

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

20 **Section 1.11. Shop Steward:** The Employer agrees to recognize employees appointed and
21 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
22 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
23 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his
24 participation in grievance matters.

25 **Section 1.12. Present Conditions:** No present employee, who, prior to the date of this
26 Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the
27 class of work in which the employee was engaged, will suffer a reduction in the rate of wages or
28 benefits from the application of this agreement, unless such reduction is part of this agreement.

1 **ARTICLE 2: DEFINITIONS**

2 ***Section 2.1. Probationary Employee:*** Newly hired employees in a regular career service
3 position shall serve a twelve (12) month probationary period. Probationary employees will be
4 evaluated at least quarterly. The probationary period is the period of time prior to the final step in the
5 competitive screening process for career service. Advancement through steps on the salary range will
6 be as provided in Article 9.3. Following completion of probation employees will be evaluated
7 annually. Probationary employees are temporary employees and excluded from Career Service under
8 Section 550 of the King County Charter.

9 ***Section 2.2. Full-Time Regular Employees:*** “Full-time regular employee” means an
10 employee employed in a full-time regular position and, for full-time career service positions, is not
11 serving a probationary period.

12 ***Section 2.3. Part-Time Regular Employee:*** “Part-time regular employee” means an
13 employee employed in a part-time regular position and, for part-time career service positions, is not
14 serving a probationary period. Under Section 550 of the charter, such part-time regular employees are
15 members of the career service.

16 ***Section 2.4. Part-time and Temporary Employees:*** “Part-time and temporary employee”
17 means an other than a regular position in which the part-time or temporary employee is employed less
18 than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which a
19 thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a
20 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.
21 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation
22 with the department, is responsible for determining what hour threshold will apply. Part-time position
23 excludes administrative intern.

24 The Employer agrees that it will not use temporary and part-time employees to supplant
25 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be
26 exempt from all provisions of this Agreement except for Section 1.4.(a)., Section 2.4. and Article 11,
27 Grievance Procedure; provided however, Employees shall be covered by the Grievance Procedure
28 solely for the purposes of adjudicating grievances relating to Section 1.4.(a)., Section 2.4. and Article

1 11 of this Agreement.

2 **Section 2.5. Temporary Employees Pay:** Temporary Employees (other than term-limited
3 temporary employees) are not entitled to holidays, sick leave, bereavement leave or other paid leaves,
4 or health care benefits.

5 Part-time and temporary employees, other than probationary, provisional and term-limited
6 temporary employees, who exceed 1040 hours worked in a calendar year shall receive compensation
7 in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the
8 first hour of employment and for each hour worked thereafter. The employee will also receive a one-
9 time only payment in an amount equal to the direct cost of three months of insured benefits, as
10 determined by the Human Resources Division Director, Department of Executive Services, and, in
11 lieu of insured benefits, an amount equal to the direct cost to the Employer for each employee for
12 whom insured benefits are provided, prorated to reflect the affected employee's normal work week,
13 for each hour worked thereafter. Such additional compensation shall continue until termination of
14 employment or hire into a full-time regular, part-time regular or term-limited position. Further,
15 employees receiving pay in lieu of insured benefits may elect to receive the medical component of the
16 insured benefit plan, with the cost to be deducted from their gross pay; provided, that an employee
17 who so elects shall remain in the selected plan until termination of employment, hire into a full-time
18 regular, part-time regular, or term-limited position, or service of an appropriate notice of change or
19 cancellation during the employee benefits annual open-enrollment.

20 Part-time and temporary employees, other than probationary, provisional and term-limited
21 temporary employees, who exceed the applicable threshold will also be eligible for cash in lieu of the
22 bus pass benefit provided to regular employees. The value will be determined based on the average
23 annual cost per employee as determined in the adopted budget, prorated to an hourly equivalent based
24 on the employee's normal work week, and will be paid retroactive to the first hour worked and for
25 each hour worked thereafter until termination of employment or hire into a full-time regular, part-time
26 regular, or term-limited position.

27 **Section 2.6. Temporary Employee Step Placement:** Temporary employees shall be paid at
28 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as

1 approved by the department for the job classifications contained in Addendum A.

2 **Section 2.7. Term-Limited Temporary:** "Term-limited temporary employee" means a
3 temporary employee who is employed in a term-limited temporary position. Term-limited temporary
4 employees are not members of the career service.

5 Term-limited temporary employees may not be employed in term-limited temporary positions
6 longer than three years beyond the date of hire, except that for grant-funded projects, capital
7 improvement projects, and information systems technology projects the maximum period may be
8 extended up to five years upon approval of the Human Resources Division Director, Department of
9 Executive Services.

10 Term-limited employees shall receive paid leave and insurance benefits the same as a full-
11 time regular and part-time regular employee.

1 **ARTICLE 3: NON-DISCRIMINATION**

2 The Employer and the Union agree that they will not discriminate against any bargaining unit
3 member with respect to compensation, terms, conditions or privileges of employment by reason of
4 race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin,
5 disability, Union activity, or military service. Both parties agree personnel actions may be taken to
6 accommodate disabilities as may be required under the American with Disabilities Act (ADA).

7 Complaints or charges under this Article shall be pursued through appropriate equal
8 employment opportunity agencies of the federal, county, city or state rather than through the contract
9 grievance procedure.

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1 **ARTICLE 4: EMPLOYMENT PRACTICES**

2 ***Section 4.1. Discipline:*** Regular career service employees may be disciplined or discharged
3 for just cause, which includes the concept of progressive discipline. The type and level of
4 disciplinary action will be determined by the nature and severity of the behavior and/or performance
5 leading to disciplinary action. In cases of suspension or discharge, the specified charges and duration,
6 where applicable, of the action shall be furnished to the employee in writing prior to the effective date
7 of the action except in emergency situations. A copy of said notice shall be sent to the Union.

8 Employees shall have the right to the attendance of a Union representative at disciplinary
9 and/or investigatory meetings. If the employee requests Union representation at such a meeting, the
10 employee shall notify the Employer and shall be provided reasonable time to arrange for a
11 representative to be present. If the employer has not informed the employee prior to the meeting of
12 the meeting's purpose and of the employee's right to have a representative present, the employee may
13 request adjournment for a reasonable time period until a representative can be present.

14 ***Section 4.2. Personnel Files:*** The employees covered by this Agreement may examine their
15 personnel files in the Health Department's personnel office in the presence of the Health Department
16 Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in
17 their file. Employees shall be notified of any materials related to disciplinary actions to be placed in
18 their personnel files. Employees shall be given an opportunity to provide a written response to any
19 written evaluations, disciplinary actions, or any other material to be included in the personnel file.

20 ***Section 4.3. Employer Policies:***

21 ***Section 4.3.(a).*** All written Health Department policies and procedures addressing working
22 conditions specified in this Agreement for employees covered by this Agreement shall be furnished to
23 the Union. If conditions allow, the Employer will attempt to give the Union at least two (2) weeks
24 notice of any such written policies.

25 ***Section 4.3.(b).*** The Union and the Employer agree to bargain the impact of such changes
26 which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the
27 Employer agrees to bargain the effects of such change. This Section 4.3.(b). may only be grieved
28 through Step 3 of the grievance procedure outlined in this Agreement.

1 **ARTICLE 5: HOURS OF WORK**

2 **Section 5.1. Workweek/Workday:** For regular full-time employees, eight (8) hours shall
3 constitute a normal day's work and forty (40) hours in any one week, between the hours of 7:00 A.M.
4 and 5:00 P.M., or five (5) consecutive days, shall constitute a normal workweek.

5 **Section 5.1.(a).** It is understood that the Employer may change the workweek/workday of any
6 job where the workweek/workday no longer meet the requirements of the work flow. The Employer
7 and the Union agree to meet to negotiate the effects of such a change if the Union so requests.

8 **Section 5.1.(b).** The Employer agrees to notify the Union in advance of a significant work
9 schedule change, and to negotiate the effects of such change if the Union so requests.

10 **Section 5.2. Meal and Break Periods:** Each eight (8) hour workday shall include one unpaid
11 meal period of at least thirty (30) minutes approximately midway through the shift, and two (2) paid
12 break periods of fifteen (15) minutes each. One additional paid break period of fifteen (15) minutes
13 may be taken during each three (3) hour overtime period. Employees required to remain in the
14 workplace during their meal period shall be paid.

15 **Section 5.2.(a). Thirty** (30) days advance notice shall be afforded employees when non-
16 emergency involuntary permanent schedule changes are mandated by the Employer.

17 **Section 5.3. Overtime:** All time worked in excess of forty (40) hours in one week shall be
18 considered overtime paid for at the rate of one and one-half (1-1/2) times the regular rate of pay. All
19 overtime requires prior authorization by the Employer.

20 Employees required to work four (4) or more hours beyond their regular shift shall be
21 provided a meal allowance consistent with County policy. Where unique situations develop requiring
22 the need for Employees to work overtime at their applicable work site, if possible, such unique
23 overtime will be assigned on the basis of Seniority at their applicable work site. A unique overtime
24 situation shall not include the need for an Employee to remain in the workplace beyond their normal
25 schedule in order to complete work on a patient or a series of patients.

26 **Section 5.4. Workweek:** Nothing in this Article 5 shall limit the Employer's ability to offer
27 the Employee an alternative work schedule. Once an alternative work schedule is established,
28 changes shall be subject to the provisions of Article 5.1.(b). Alternative work schedules shall include,

1 but are not limited to the following:

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

4 The following conditions shall apply with regard to a 4/40 work schedule:

5 a) A normal workday may consist of ten (10) hours to be scheduled on four (4)
6 consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a holiday shall
7 be paid one and one-half (1-1/2) times the regular rate of pay plus eight (8) hours of holiday pay at
8 straight time. Upon mutual agreement between the Employee and Employer, a compensatory day off
9 with eight (8) hours of straight-time pay may be substituted for holiday pay. If a holiday falls on a
10 regularly scheduled day off or during vacation, an employee shall receive straight-time pay for eight
11 (8) hours. Employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay
12 for work beyond ten (10) hours in one day or forty (40) hours in a workweek.

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

16 **Section 5.5. Call-In Pay:** Should an employee be called in to work on a scheduled day off or
17 after normal working hours, the employee shall receive not less than two (2) hours pay at the
18 applicable overtime rate. An employee shall be deemed to have been called in only when the
19 employee receives notice of work after having left the work site. If an employee receives such notice
20 of work before leaving the worksite, but after the end of the preceding regular shift, the employee
21 shall be deemed to have worked continuously.

22 **Section 5.6. Inclement Weather:** Should weather conditions prevent an employee from
23 reporting to work the following shall apply:

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

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

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

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

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1 **ARTICLE 6: HOLIDAYS**

2 ***Section 6.1. Holidays Observed:*** The following days or days in lieu thereof shall be
3 recognized as holidays without salary deduction:

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5 New Year's Day	January 1
6 Martin Luther King Jr.'s Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4
10 Labor Day	First Monday in September
11 Veteran's Day	November 11
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Friday after Thanksgiving
14 Christmas Day	December 25

15 ***Section 6.2. Holiday Pay***

16 ***Section 6.2.(a). Personal Holidays:*** Each employee shall receive two (2) additional personal
17 holidays to be administered through the vacation plan. These days can be used in the same manner as
18 any vacation day earned.

19 ***Section 6.2.(b). Holiday Pay Qualification:*** An employee must be in paid status on the day
20 prior to and the day following a holiday to be eligible for holiday pay.

21 ***Section 6.2.(c). Work on a Holiday:*** Work performed on holidays shall be paid at one and
22 one half (1-1/2) times the regular rate in addition to the regular holiday pay (i.e., double time and one
23 half (2-1/2).)

24 ***Section 6.2.(d). Holidays falling on Saturday:*** shall be observed the preceding Friday unless
25 otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless
26 otherwise designated.

27 ***Section 6.2.(e). Proration of Paid Holidays for Part-time Regular Employees:*** A part-time
28 regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon

1 straight time hours compensated during the pay period prior to the pay period in which the holiday
2 falls.

3 ***Section 6.2.(f). Holiday Pay for Alternative Work Schedules:*** Holiday benefits shall be
4 based on an eight (8) hour day. Employees scheduled to work an alternative work week shall be
5 granted no more than ninety-six (96) holiday hours per year. An employee working an alternative
6 schedule, such as four ten-hour days, during which a holiday occurs shall have the option of receiving
7 eight (8) hours pay for the holiday pay or adding either accrued compensatory or vacation time to the
8 8 hours of holiday pay in order to receive ten (10) hours of pay for the holiday.

1 **ARTICLE 7: VACATION**

2 **Section 7.1. Accrual:**

3 **Section 7.1.(a).** All full-time benefit eligible employees shall accrue vacation benefits for
4 each hour in regular pay status exclusive of overtime, according to the following table:

5

6 **EQUIVALENT ANNUAL VACATION**

7 **FOR FULL-TIME EMPLOYEE**

ACCRUAL RATE		Vacation Earned Per Hour	Full Years of Service		Working Days Per Year	Hours (HRS.)
Hours on Regular Pay-Status						
0	10440	.0460	0 through end of Year	5	12	96
10441	16704	.0577	Beginning of Year	6	15	120
16705	18792	.0615	Beginning of Year	9	16	128
20881	33408	.0769	Beginning of Year	11	20	160
33409	35496	.0807	Beginning of Year	17	21	168
35497	37586	.0846	Beginning of Year	18	22	176
37585	39672	.0885	Beginning of Year	19	23	184
39673	41760	.0923	Beginning of Year	20	24	192
41761	43848	.0961	Beginning of Year	21	25	200
43849	45936	.1000	Beginning of Year	22	26	208
45937	48024	.1038	Beginning of Year	23	27	216
48025	50112	.1076	Beginning of Year	24	28	224
50113	52200	.1115	Beginning of Year	25	29	232
52201		.1153	Beginning of Year and beyond	26	30	240

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23 **Section 7.1.(b).** Part-time regular employees shall accrue vacation prorated to the number of
24 hours the employee actually works.

25 **Section 7.2. Use of Accrued Vacation:**

26 **Section 7.2.(a).** Employees eligible for vacation leave may accrue up to sixty days vacation
27 leave, prorated to reflect their normally scheduled work day. Such employees shall use vacation leave
28 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation

1 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
2 maximum amount unless the appointing authority has approved a carryover of such vacation leave
3 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
4 the Employer.

5 **Section 7.2.(b).** Employees may use accumulated vacation with pay after completing one
6 thousand forty (1040) hours or six (6) calendar months, whichever occurs first.

7 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be one (1)
8 hour.

9 **Section 7.2.(d).** Upon termination of employment for any reason, employees shall be paid for
10 all unused vacation.

11 **Section 7.2.(e).** Upon the death of an employee in active employment, pay shall be issued for
12 any unused vacation.

13 **Section 7.3. Vacation Scheduling:** The Health Department Director shall arrange vacation
14 time for employees on such schedules as will least interfere with the functions of the Department but
15 which accommodate the desires of the employee to the greatest degree possible. Employee vacation
16 requests shall be approved or denied in writing within ten (10) workdays after submission to the
17 Employer. Except in emergencies, scheduled vacation shall not be denied once approved by the
18 Employer.

19 **Section 7.3 (a).** When two (2) or more employees submit vacation requests simultaneously
20 and only one (1) request can be approved, the employees will attempt to resolve the matter among
21 themselves. If it is not resolved, the request of the most senior employee will be approved.

22 **Section 7.4. Vacation Usage Prior to a Leave of Absence:** Employees must use all accrued
23 vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an
24 exception is approved by the King County Human Resources Division Director, Department of
25 Executive Services.

1 **ARTICLE 8: SICK LEAVE**

2 ***Section 8.1. Accrual:*** Sick leave with pay shall be earned by all full-time regular and part-
3 time regular employees at the rate of 0.04616 hours for each hour in pay status, excluding overtime,
4 up to a maximum of eight (8) hours per month, twelve (12) days per year. There shall be no
5 maximum on accrual of sick leave. New employees shall accrue sick leave from date of hire.

6 ***Section 8.2. Use of Accrued Sick Leave:***

7 ***Section 8.2.(a).*** Employees may use accrued sick leave in accordance with applicable federal,
8 state, any Washington State law that provide for family medical leave and the King County Code
9 (KCC 3.12.220), including using sick leave for the illness or injury to the employee, serious illness or
10 injury to spouse, domestic partner or relatives living with and dependent upon the employee, medical
11 or dental care for the employee, and for maternity or paternity leave. An employee is entitled to all
12 benefits of this Agreement while using earned sick leave, including the accrual of sick leave,
13 vacation, holiday pay, retirement, and health and welfare benefits.

14 ***Section 8.2.(b).*** The Health Department Director shall be responsible for proper
15 administration of the sick leave privilege. Written Department policies for sick leave will be
16 available to all employees and to the Union. The employee may be required to furnish a certificate
17 issued by a licensed health care provider or other satisfactory evidence of illness to the appointing
18 authority for any requested sick leave absences of more than three (3) working days or if abuse of sick
19 leave is suspected. Abuse of sick leave shall be grounds for disciplinary action.

20 ***Section 8.2.(c).*** If an employee is injured or is taken ill while on paid vacation or
21 compensatory time off, in order to receive sick leave for that time, s/he shall notify the department
22 immediately upon return to work. A doctor's statement or other proof of illness or disability, while
23 on vacation or compensatory time off, must be presented regardless of the number of days involved.

24 ***Section 8.3. Sick Leave Payment:***

25 ***Section 8.3.(a).*** Upon retirement, thirty-five percent (35%) of an employee's unused sick
26 leave credit accumulation can be applied to the payment of health care premiums, or to a cash
27 payment at the straight-time rate of pay of such employee in effect on the day prior to his/her
28 retirement.

1 **Section 8.3.(b).** Upon the death of an employee, thirty-five percent (35%) of such employee's
2 accumulated sick leave credits shall be paid to a designated beneficiary.

3 **Section 8.4. Wellness Incentive:** Employees within the bargaining unit who, having worked
4 a full calendar year, and having used less than thirty-three (33) hours of sick leave may convert eight
5 (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar
6 year. This benefit shall be prorated for Part-time Employees.

7 **Section 8.5.** Termination of an employee's continuous service shall cancel all sick leave
8 accrued to the time of such termination. Should the employee resign in good standing or be laid off
9 and return to County employment within two (2) years, he or she shall have accrued sick leave
10 restored. No payment shall be made to any employee for unused sick leave accumulated to his or her
11 credit at the time of termination of employment, regardless of the reason therefore, except as provided
12 for in Section 8.3. of this Article. The date of termination of employment shall be considered as the
13 date certified by the department head or designee as the last day worked and shall not include the
14 equivalent time involved in any overtime or vacation payoff made at the time of termination.

1 **ARTICLE 9: RATES OF PAY**

2 ***Section 9.1. Pay Range Modifications:*** The Employer and the Union agree that the
3 classification specifications of Dental Assistant shall be compensated at the established pay range
4 negotiated by and between the parties as listed in Addendum A to this Agreement to reflect 2005
5 COLA for Pay Range 37. This adjustment will be implemented as follows:

6 ***Section 9.1.(a). Effective Date of Pay Adjustment:*** For current¹ employees, the pay
7 adjustment associated with the classification specification of Dental Assistant shall be made effective
8 within thirty (30) days after enactment of the ordinance approving this Agreement and made
9 retroactive to January 1, 2005.

10 ***Section 9.1.(b). Step Placement.*** Upon implementation of this Agreement, current
11 employees occupying the classification of Dental Assistant shall be placed on the first step on the
12 applicable squared wage schedule over their former actual base rate of pay that does not constitute a
13 decrease over their former actual base rate of pay. It is understood by the parties that the probationary
14 pay step increase will be waived for current probationary employees in pay status upon
15 implementation of this agreement.

16 ***Section 9.2. Pay Increases***

17 ***Section 9.2.(a).*** Effective January 1, 2005, the salary in effect on December 31, ,2004 for
18 each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W
19 (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum
20 of two percent (2%) or greater than a maximum of six percent (6%).

21 ***Section 9.2.(b).*** Effective January 1, 2006, the salary in effect on December 31, 2005, for
22 each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W
23 (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum
24 of two percent (2%) or greater than a maximum of six percent (6%).

25 ***Section 9.2.(c).*** Effective January 1, 2007, the salary in effect on December 31, 2006, for
26

27 _____
28 ¹ The term "current employee" refers to any employee active on the payroll system as of December 9, 2004 through date
of enactment of this agreement.

1 each employee in the bargaining unit shall be increased by ninety percent (90%) of the CPI-W
2 (September to September) for All U.S. Cities. In no event shall such increase be less than a minimum
3 of two percent (2%) or greater than a maximum of six percent (6%).

4 ***Section 9.3. Step Increases:*** Non probationary employees shall move through the steps in
5 their pay range based on longevity. Eligible employees not at Step 10 will advance one step each
6 calendar year, effective on January 1. Notwithstanding Section 9.1.(b) above, probationary
7 Employees hired at Step 1 of their pay range shall receive one (1) step increase after six (6) months of
8 satisfactory service and one (1) step increase each year of satisfactory service thereafter, effective on
9 January 1. Probationary Employees hired above Step 1 of their pay range shall receive a one (1) step
10 increase on the next January 1 after completion of at least six months of satisfactory service, or after
11 successful completion of probation, whichever comes first.

12 ***Section 9.4. Special Duty:*** Employees may be assigned to perform work in a higher level
13 classification pursuant to King County Code 3.15.

14 ***Section 9.5. Pay for Jail Dental Assistants:*** It is understood that either party may request to
15 open this agreement upon showing of recruitment and/or retention difficulties negatively impacting
16 Dental Assistants in the Jail.

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 **Section 10.1. General Provisions:** The continuous service and seniority status of an
3 employee shall not be interrupted while on unpaid leave due to industrial injury, military service or
4 leave covered by the Employer's Family-Medical Leave Ordinance.

5 **Section 10.2. Medical Leave and Family Care:** Employees covered by this Agreement may
6 take medical leave pursuant to applicable Federal, State and County statutes.

7 **Section 10.3. Bereavement Leave:** Employees shall be granted up to three (3) working days
8 leave with pay per occurrence, up to three (3) occurrences per calendar year, for the death of parents,
9 children, children of spouse, siblings, spouse, domestic partner, and grandparents of the employee and
10 parents and siblings of the employee's spouse.

11 Regular Full-time Employees who have exhausted their bereavement leave shall be entitled to
12 use sick leave in the amount of three (3) days for each instance when death occurs to a member of the
13 employee's immediate family.

14 **Section 10.4. Court Leave:** All regular employees ordered on a jury or to appear before a
15 court of law in a matter related to their employment in the Health Department shall be entitled to their
16 regular pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the
17 King County Finance & Business Operations Division of the Department of Executive Services.
18 Employees shall report back to their work supervisor when dismissed from jury service. The
19 employee's supervisor will advise employees of the method of charging for the absence prior to the
20 appearance date.

21 **Section 10.5. Military Duty:**

22 **Section 10.5.(a).** The appointing authority, with the approval of the Human Resources
23 Division Director, Department of Executive Services, shall grant, for a period not exceeding fifteen
24 (15) days during each calendar year, leaves of absence with pay to employees, except temporary
25 employees and administrative interns, for the purpose of taking part in active military training duty as
26 provided by state law, RCW 38.40.060; provided, that a request for such leave shall be submitted in
27 writing by the employee and accompanied by a validated copy of military orders ordering such active
28 duty training duty. The appointing authority and the Human Resources Division Director,

1 Department of Executive Services shall abide by applicable federal law in granting any military leave
2 of absence for a period in excess of fifteen (15) consecutive calendar days.

3 **Section 10.5.(b).** For the purposes of this Section, “fifteen (15) days” refers to the employee’s
4 working days and does not require an employee to take military leave for days that the employee is
5 not scheduled to work, even though the employee may be required to be engaged in active training.

6 **Section 10.6. Leave Without Pay:** Except where a leave of absence is taken in conjunction
7 with a worker’s compensation claim, leaves of absence without pay are administered as follows:

8 1. Leaves of absence without pay for periods of thirty (30) calendar days or less may
9 be authorized in writing by the employee’s division manager.

10 2. Leaves of absence without pay shall be for periods not to exceed one year except
11 that the Human Resources Division Director, Department of Executive Services may, in special
12 circumstances, grant an extension beyond one year.

13 3. Other employee benefits shall not accrue to the employee while on leave of absence
14 without pay except as otherwise provided by ordinance.

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

18 5. An employee on leave of absence without pay may return from the leave before its
19 expiration date if the employee provides the division manager with a written request to that effect
20 fifteen (15) days prior to resuming duties.

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

24 7. When a leave of absence without pay is used in conjunction with paid leave time,
25 the total paid leave time must always be used at the beginning of the period of absence and may not
26 be interspersed in the period of the leave of absence without pay.

27 **Section 10.7. Industrial Accident Leave:**

28 **Section 10.7.(a).** Employees shall continue to accrue service credit and seniority for the

1 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as
2 a result of employment with the Employer covered by workers compensation insurance.

3 **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received
4 by an employee for workers compensation insurance, up to the amount of the employee's net regular
5 pay. Under no circumstance may the combined amount of workers compensation insurance and sick
6 leave benefits exceed the employee's net regular pay received prior to the industrial accident.

1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURE**

2 The Union and the Employer recognize the importance and desirability of settling grievances
3 promptly and fairly in the interest of continued good employee relations and morale and to this end
4 the following procedure is outlined. To accomplish this, every effort will be made to settle
5 grievances at the lowest possible level of supervision. Employees will be unimpeded and free from
6 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

7 The employees and immediate supervisors are encouraged to make every attempt to resolve
8 the issue of concern in a timely manner prior to filing a formal grievance.

9 Time limits in this Article may be extended by mutual agreement of the parties. The steps
10 provided herein may be waived by mutual agreement between the Employer and the Union.

11 ***Section 11.1. Definition:*** A grievance shall be defined as an alleged violation of any of the
12 express terms of this Agreement. No modifications in the basic violation being alleged pursuant to
13 this grievance procedure shall be made subsequent to the filing of a grievance unless mutually agreed
14 to by both the Employer and the grievant and/or the grievant's representative. If a grievance is
15 brought by the Employer, the grievance may be filed at Step 3. Discharge during an employee's
16 probationary period is not subject to the grievance procedure, as such employees serve at-will.

17 **Step 1. Immediate Supervisor:**

18 The employee and Shop Steward, if requested by the employee, shall present the grievance in
19 writing, within (10) working days of the occurrence of such grievance, to the employee's immediate
20 supervisor. The written grievance should:

- 21 1. Fully describe the grievance and how the employee(s) was/were adversely affected;
- 22 2. Set forth the section(s) of the contract allegedly violated;
- 23 3. Indicate the date(s) of the incident(s) grieved;
- 24 4. Specify the remedy or solution to the grievance sought by the employee(s);
- 25 5. Identify the grievant and be signed by the grievant(s); and
- 26 6. Identify the person, if any, chosen by the grievant to be his/her representative.

27 The immediate supervisor shall gain all relevant facts and shall attempt to resolve the matter
28 and notify the employee of his/her response in writing within ten (10) working days of receipt of the

1 grievance.

2 If the employee and/or Union representative has not received a response at Step 1 within the
3 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to
4 the next step within ten (10) working days following receipt of the written Step 1 response from the
5 immediate supervisor, or within the time frames listed above if no response is received, it shall be
6 presumed resolved. Grievances involving a suspension or discharge from employment shall be filed
7 at Step 2 within ten (10) workdays of being notified in writing of such disciplinary action.

8 **Step 2. Division Director:**

9 If the decision of the immediate supervisor has not resolved the grievance satisfactorily or is
10 filed initially at Step 2, the employee and his/her representative shall reduce the grievance to writing,
11 outlining the facts as they are understood. The written grievance shall then be presented to the
12 division director for investigation, discussion, and written reply. The division director, after
13 consulting with the department head shall make his/her written decision available to the aggrieved
14 employee within seven (7) working days. If the grievance is not pursued to the next higher level
15 within ten (10) working days it shall be presumed resolved.

16 **Step 3. Labor Relations:**

17 If after thorough evaluation, the decision of the division director has not resolved the
18 grievance to the satisfaction of the employee, the grievance shall be presented to a designated
19 representative of the King County Human Resources Division Director, Department of Executive
20 Services within ten (10) workdays of the division director's response. All letters, memoranda, and
21 other written materials previously submitted shall be given to the Human Resources Division
22 Director, Department of Executive Services representative for evaluation, and the grievance shall also
23 include the specific reason(s) the answer previously provided is not satisfactory. The Human
24 Resources Division Director, Department of Executive Services representative and the Union
25 representative shall meet within ten (10) workdays for the purpose of resolving the grievance. The
26 Human Resources Division Director, Department of Executive Services representative shall provide
27 the Union with a written response to the grievance within ten (10) workdays of the Step 3 meeting. If
28 the grievance is not pursued to the next higher level within ten (10) working days, it shall be

1 presumed resolved.

2 **Step 4. Grievance Mediation:**

3 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the
4 Employer and the Union may submit the grievance to the Public Employment Relations Commission
5 or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's
6 last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

7 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.
8 No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve
9 the grievance except by agreement of the Union and the Employer. In the event the grievance is not
10 resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.

11 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;
12 the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing
13 said or done by the parties or the mediator during the grievance mediation session can be used against
14 them during the arbitration proceedings.

15 **Step 5. Arbitration:**

16 If the grievance is not resolved through mediation, the Union or the Employer may request
17 that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

18 Only those unresolved grievances filed and processed in accordance with the grievance
19 procedure as outlined above which directly concern or involve an alleged violation of an express term
20 of this agreement, may be submitted to arbitration.

21 Notwithstanding any other provision of this Agreement, the following matters are expressly
22 excluded from arbitration:

23 **Oral or Written Reprimands:**

24 The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays
25 following conclusion of the last step. Failure to request arbitration within the above time limits shall
26 constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to
27 arbitration. The notice requesting arbitration shall set forth the specific issue or issues still
28 unresolved.

1 The parties shall select a mutually acceptable arbitrator. In the event that the parties are
2 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
3 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will
4 be selected from the list by both the Employer representative and the Union, each alternately striking
5 a name from the list until only one name remains, with the grieving party striking first.

6 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
7 shall be final, conclusive and binding upon the Employer, the Department, the Union, and the
8 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract
9 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses
10 shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on
11 that party's behalf. Each party shall bear the cost of its own legal representation, regardless of the
12 arbitrator's decision. The arbitrator's decision shall be made in writing and shall be issued to the
13 parties within thirty (30) calendar days after the case is submitted to the arbitrator unless the parties
14 and the arbitrator agree on a different time.

15 **Section 11.2.** A designated shop steward and grievant(s) shall be granted reasonable release
16 time by their immediate supervisors for the purposes of attending the grievance meetings outlined
17 above.

18 If the supervisor is unable to grant release time at the time requested, she/he will provide an
19 alternative time when such release time can be granted.

20 **Section 11.3. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days
21 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
22 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
23 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
24 relief for the alleged Unfair Labor Practice.

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

2 **Section 1.** There shall be established a Labor-Management Insurance Committee comprised
3 of an equal number of representatives from the Employer and the Labor Union Coalition whose
4 function shall be to review, study, and make recommendations relative to existing medical, dental,
5 and life insurance programs.

6 **Section 2.** The Union and the Employer agree to incorporate changes to employee insurance
7 benefits that the Employer may implement as a result of the agreement of the Joint Labor-
8 Management Insurance Committee.

1 **ARTICLE 13: HEALTH AND SAFETY**

2 The Employer agrees to comply with all applicable federal, state and local laws and
3 regulations regarding health and safety.

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1 **ARTICLE 14: REDUCTION IN FORCE**

2 **Section 14.1. Order of Layoff:** In the event of a reduction in force due to lack of work and/or
3 lack of funds or considerations of efficiency, layoffs shall be by Seniority. Seniority shall be defined
4 as an employee's adjusted service date within a classification. The position(s) to be eliminated shall
5 be at the sole discretion of the Employer. If the Employer determines that an employee possesses a
6 unique skill or abilities which are essential to the operation of the division, the Employer may retain
7 such an employee and need not lay them off under the seniority-based layoff procedure of this Article
8 14. The least senior employee(s) in the affected job classification shall be laid off first; however, in
9 the event of two (2) employees having the same seniority in the affected job classification, ability and
10 skill, shall be the determining factor on retention. In lieu of laying off an employee, the Human
11 Resources Division Director, Department of Executive Services may reassign such employee(s) to a
12 comparable, vacant position, if the Human Resources Division Director, Department of Executive
13 Services determines such reassignment to be in the best interest of the Employer.

14 **Section 14.2. Bumping:** In any layoff, more senior employees, if qualified, as determined by
15 the Health Department, shall be entitled to bump less senior employees, the intent being that the least
16 senior employees be laid off first. Employees in the bargaining unit who are laid off may bump into
17 other positions in the bargaining unit if they meet all of the following criteria:

- 18 1. The employee to be bumped has less Seniority in the lower classification than the
19 employee who elects to bump; and
- 20 2. The employee to be bumped is at a lower pay range than the employee who elects
21 to bump; and
- 22 3. The employee electing to bump has previously performed the duties of the person
23 (including work unit and function) he/she is electing to bump.

24 **Section 14.3. Placement:** The Employer will attempt to place all employees scheduled for
25 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
26 Human Resources Division Director, Department of Executive Services.

27 **Section 14.4. Recall:** All employees who are laid off shall be placed on a recall list with the
28 employee with the most Seniority being recalled first. A laid-off employee may be removed from the

1 department recall list for any of the following reasons:

- 2 1. The expiration of two (2) years from the date of layoff.
- 3 2. Re-employment within the County in a comparable position or job class.
- 4 3. Failure to accept employment in a comparable position or job class or to report to
- 5 work.
- 6 4. Failure to appear for a job interview after notification by telephone or by mail
- 7 addressed to the employee's last address on file with King County.
- 8 5. Failure to respond within seven (7) days to a communication regarding availability
- 9 of employment.
- 10 6. Request in writing by the laid-off employee to be removed from the list.

1 **ARTICLE 15: EDUCATION AND TRAINING**

2 The Health Department and the Union agree continuous upgrading of employee's skills and
3 knowledge is beneficial to providing quality health care services to the public. The Employer
4 recognizes the mutual benefit to be attained by affording training opportunities both internally and
5 externally. Therefore employees covered by this Agreement are encouraged to take advantage of
6 opportunities available for continuing education. To that end, the Health Department will continue to
7 have this as a goal, making every effort to allow employees reasonable time, subject to Health
8 Department staffing needs, to attend training sessions and seminars in their field. Employees covered
9 by this Agreement will be allowed up to three (3) days of paid time per calendar year for the purpose
10 of attending job related training requested by the employee and approved by the Health Department.
11 Each bargaining unit member employed at the time this agreement is ratified by the County is eligible
12 to receive an education stipend of up to \$100 for County approved training to be used during the
13 duration of this Agreement.

1 **ARTICLE 16: MISCELLANEOUS**

2 ***Section 16.1. Transfers:*** Dental Hygienists and Dental Assistants shall be notified of all
3 position vacancies and shall be considered for transfer prior to the position being posted for external
4 recruitment. Employees will be notified in writing when a transfer is approved or denied.

5 ***Section 16.2. Dental Hygienist License Fee:*** The Employer shall pay for the Dental
6 Hygienist annual state license fee.

7 ***Section 16.3. Automobile Usage:*** An employee covered by this Agreement, who is required
8 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,
9 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the
10 applicable King Employer Ordinance.

11 ***Section 16.4. Employee Assistance Program:*** An Employee who appears to have a
12 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
13 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
14 the King Employer Employee Assistance Program.

15 ***Section 16.5.*** Regular full-time and regular part-time employees covered by this Agreement
16 are entitled to the benefits provided under the King County Transportation Program, including transit
17 passes.

18 ***Section 16.6. Bi-weekly Payroll System:*** The Employer may adopt a bi-weekly payroll
19 system as approved by the King County Council.

1 **ARTICLE 17: MANAGEMENT RIGHTS**

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

14 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the
15 County Executive or the County Council, the adoption of policies, rules, regulations and practices in
16 furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited
17 only by the specific and express terms of this Agreement and then only to the extent such specific and
18 express terms hereof are in conformance with the Constitution and Laws of the United States and the
19 Constitution and Laws of the State of Washington.

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

1 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 18.1.** The Employer and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid
4 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
6 assigned duties, sick leave absence which is not bona fide, or other interference with Employer
7 functions by employees under this Agreement and should same occur, the Union agrees to take
8 appropriate steps to end such interference. Any concerted action by any employees in the bargaining
9 unit shall be deemed a work stoppage if any of the above activities have occurred.

10 **Section 18.2.** Upon notification in writing by the Employer to the Union that any of its
11 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
12 members to immediately cease engaging in such work stoppage and provide the Employer with a
13 copy of such order. In addition, if requested by the Employer, a responsible official of the Union
14 shall publicly order such Union members to cease engaging in such work stoppage.

15 **Section 18.3.** The Union shall not question the unqualified right of the Employer to discipline
16 or discharge employees engaging in or encouraging such action. It is understood that such action on
17 the part of the Employer shall be final and binding.

1 **ARTICLE 19: SEPARABILITY**

2 In the event that any provision of this Agreement shall be determined to be illegal or in
3 violation of any federal, state or local law or regulation, whether by judicial or administrative
4 determination, the remainder of this Agreement shall remain in full force and effect. The parties shall
5 within thirty (30) days of such determination enter into negotiations for the purpose of achieving
6 replacement language.

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1 **ARTICLE 20: DURATION**

2 This Agreement and each of its provisions shall be effective when ratified by King County
3 Council, and covers the period from August 1, 2004 through July 31, 2007.

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5 **APPROVED** this _____ day of _____, 2005

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9 By _____

10 King County Executive

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14 SIGNATORY ORGANIZATION:

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16 _____
17 Office and Professional Employees International
18 Union
19 Local 8
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1 **Addendum A**

2 **WAGES**

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4 Effective upon implementation of this Agreement, Ranges will be
5 King County 10-step Hourly Squared Schedule
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Classification Number	Peoplesoft Number	MSA Number	Classification Title	Range
3331100	334101	8350	Dental Assistant	Range 37
3332100	334201	8351	Dental Hygienist	Range 62

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