

**Coalition Labor Agreement (CLA) - Appendix for 070
 Agreement Between King County
 And
 Washington State Council of County and City Employees, Council 2, Local 21HD
 Department of Public Health**

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PREAMBLE

These articles constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County (County) and Washington State Council of County and City Employees AFL-CIO, Local 21-Health Department, (Union).

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

The Coalition Labor Agreement (CLA) shall apply to the individual bargaining unit’s employees as follows:

Section 1.1. The Preamble in its entirety

Section 1.2. All superseding and non-superseding provision, unless otherwise noted in the CLA or in this Appendix.

Section 1.3. For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA unless otherwise noted in this agreement:

- After Hours Support pursuant to CLA Article 43
- Bereavement Leave pursuant to CLA Article 8
- Bulletin Boards pursuant to CLA Article 23
- Bus Passes pursuant to CLA Article 34
- Entire Agreement pursuant to CLA Preamble, Articles 1 and 46
- Grievance Procedure pursuant to CLA Article 26
- Holidays pursuant to CLA Article 10
- Insured Benefits, HRA and VEBA pursuant to CLA Article 25
- Organ Donor Leave pursuant to CLA Article 36
- Savings Clause pursuant to CLA Article 30
- Sick Leave pursuant to CLA Article 31
- Term of Agreement pursuant to CLA Article 41
- TLT Positions pursuant to CLA Article 17
- Union Membership and Dues CLA Article 37

- Vacation Leave pursuant to CLA Articles 9 and 32
- Working out of Class pursuant to CLA Article 33

ARTICLE 2: RECOGNITION

Section 2.1. The County hereby recognizes the Union as the exclusive collective bargaining representative of Department of Public Health employees whose job classifications are listed in the attached Wage Addendum A.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1. The right to hire, appoint, promote, discipline for just cause, improve efficiency, and determine work schedules and the location of Department facilities are examples of management prerogatives. It is understood that the Health Department retains its right to manage and operate its divisions except as may be limited by an express provision of this Agreement.

Section 3.2. Delivery of health services in the most efficient, effective, and courteous manner is of paramount importance to the County and, as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the County’s and the Department’s right to determine the methods, processes, and means of providing health services, the right to increase or diminish operations, in whole or in part, the right to increase, diminish or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

Section 3.3. The Union recognizes the County’s and the Department’s right to establish and/or revise the Department’s performance evaluation system. Such system may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Section 3.4. Payroll Reopener Language. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by

1 law.

2

3 **ARTICLE 4: WORK STOPPAGES**

4 The County, Department, and Union agree that the public interest requires the efficient and
5 uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or
6 eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall
7 not cause any work stoppage, strike, slowdown, or other interference with County and/or Department
8 functions by employees under this Agreement. The Union agrees to take appropriate steps to end
9 such interference if it occurs. Employees shall not cause or engage in any work stoppage, strike,
10 slowdown, or other interference with County and/or Department functions for the term of this
11 Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall
12 be subject to such disciplinary actions as may be determined by the County and/or Department,
13 including but not limited to, the recovery of any financial losses suffered by the County and/or
14 Department.

15

16 **ARTICLE 5: PAY ADMINISTRATION**

17 **Section 5.1. Compensation**

18 **A. Pay Ranges:** Pay ranges and pay range assignments shall be as set forth in
19 Addendum A.

20 **B. Step Increases:**

21 **1. Salary increases upon completion of Probation.** Employees may receive
22 within-range increases from one step to the next higher step upon satisfactory completion of the at
23 least 6-month probationary period. All probationary period pay increases must be supported by
24 documented performance appraisals. Probationary period pay increases exceeding Step 5 must have
25 prior written approvals by the Division Director.

26 **2. Regular Step Increases.** Regular employee step increases shall be granted
27 on January 1st of each year.

28 **Section 5.2. Short-term Temporary Employees (STT)**

1 A. STT employees shall be paid for all hours worked at the first pay step of the hourly
2 rate of pay set forth within Addendum A covering the classification of work in which they are
3 employed. Any exception must be approved in writing by the Director of Public Health with notice
4 to the Union.

5 B. A STT employee, other than probationary or term-limited, who exceeds the
6 calendar year limit of 1040 work hours will be eligible for compensation in lieu of leave benefits at
7 the rate of fifteen percent (15%) of gross pay for all hours worked, retroactive to the first hour of
8 employment and for each hour worked thereafter, and compensation in lieu of insured benefits as
9 provided in the King County Code.

10 C. STT employees and term-limited temporary employees who have worked in excess
11 of 520 straight time hours within the previous twelve-month period, and who are appointed to a
12 regular position without a break in service shall have their time worked within the previous twelve-
13 month period counted for purposes of salary step placement.

14 **Section 5.3. Bilingual Premium.** Employees who are substantially bilingual and are assigned
15 in writing to regularly use their skill in a language other than English in the performance of their
16 work duties will be paid a bilingual premium of \$50 per month. Such employees will be required to
17 demonstrate their bilingual ability but are not required to be certified by the State of Washington as a
18 translator/interpreter. Language proficiency in each case will be assessed by staff from King County
19 Superior Court Interpreter Services. The County retains the right to contract for
20 translators/interpreters as appropriate.

21
22 **ARTICLE 6: VACATION ADMINISTRATION**

23 Vacation benefits shall be accrued biweekly and may be used in one-hour increments.

24
25 **ARTICLE 7: HOLIDAY ADMINISTRATION**

26 **Section 7.1. Holiday Pay for Employees on Alternative Work Schedules.**

27 Benefit eligible employees scheduled to work an alternative work week, such as four ten-hour
28 days, shall be granted no more than one hundred and twelve (112) holiday hours (to include Personal

1 Holidays) per year. Benefit eligible employees working alternative work weeks whose departments
2 close on a designated holiday will be allowed to use accrued but unused time off (vacation or
3 compensatory time) for time off that exceeds their standard workday or take leave without pay, or by
4 mutual agreement with the supervisor, the employee shall be allowed to work to make up the hours
5 during that same work week. In no event will the rescheduling of hours in this manner be allowed if
6 the resulting hours of work will result in overtime pay. When a holiday falls on an employee's
7 regularly scheduled day off, the employee will have the option of receiving the holiday pay at the
8 straight time rate in the same pay period or of scheduling an alternate paid day off within thirty (30)
9 days of the actual holiday.

10 **Section 7.2. Holiday Pay for Employees Working in a 24-hour facility.** In each instance
11 noted below, holiday pay for work on a holiday is included in the bi-monthly pay schedule. In
12 addition to this holiday pay for work on a holiday, employees working in a 24hour facility will have
13 the following options:

14 **A. Scheduled / Working:** A benefit eligible employee has the option of payment for
15 actual hours worked at one and one half (1-1/2) times their regular straight time hourly rate

16 **B. Scheduled / Not Working:** If a benefit eligible employee is normally scheduled
17 to work an eight (8) hour day, then no action is necessary other than submitting a leave request. If an
18 employee is scheduled for more than eight (8) hours, a vacation request must be submitted for time
19 off beyond eight (8) hours. For example, if scheduled to work ten (10) hours, then the employee
20 must submit a request for two (2) hours using vacation, compensatory time, or time without pay.

21 **C. Not Scheduled / Working:** A benefit eligible employee must be compensated for
22 the holiday falling on a regularly scheduled day off. The employee must choose between eight (8)
23 hours of Holiday pay or eight (8) hours of compensatory time earned at their regular straight rate.
24 Employees will not be required to take compensatory time within thirty (30) days. For time spent
25 working on a holiday that falls on a regularly scheduled day off payment for actual hours worked
26 shall be paid at 1-1/2 times the hourly rate or compensatory time for actual hours worked at 1-1/2
27 times the hours worked.

1 **D. Not Scheduled / Not Working:** A benefit eligible employee will have the option
2 of receiving the holiday pay at the straight time rate in the same pay period or of jointly scheduling an
3 alternate paid day off with their supervisor, preferably within the pay period of the actual holiday
4 must be compensated for the holiday falling on a regularly scheduled day off. This employee must
5 choose between eight (8) hours of holiday pay or eight (8) hours of compensatory time earned at a
6 straight rate. Employees will not be required to take compensatory time within thirty days.

7 **Section 7.3.** Compensatory time earned under this Article will be subject to all of the same
8 provisions as compensatory time contained throughout this Agreement.

9
10 **ARTICLE 8: SICK LEAVE INCREMENTS AND INDUSTRIAL INJURY**

11 **Section 8.1.** Sick Leave benefits shall be used in one-quarter-hour increments.

12 **Section 8.2. Industrial Injuries and Benefits.** All employees shall be covered by the
13 County’s Industrial Insurance Program except that any claim filed under the City’s Industrial
14 Insurance Program prior to the date of transfer Date, whether still open or reopened after that date,
15 shall continue to be administered by the City of Seattle under its program.

16 **A.** Appeals of any denials under this Article shall be made through the Department of
17 Labor and Industries as prescribed in Title 51 RCW.

18 **B.** Employees injured on the job cannot simultaneously collect sick leave and workers
19 compensation payments greater than net pay of the employee. Administrative rules will be
20 established to allow for payments equal to net regular pay of employees qualifying under workers
21 compensation.

22
23 **ARTICLE 9. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY**

24 **Section 9.1.** It is the policy of the County to recognize that pregnancy is a normal event in a
25 person’s life and that provisions shall be made to provide all such employees (full-time regular or
26 part-time regular) the opportunity to continue to participate in the work force during and up to three
27 (3) months after a pregnancy.

28 **Section 9.2.** An employee, who upon the advice of their physician, cannot safely perform all

1 of the normal duties of the job due to pregnancy and who indicates a desire to continue working prior
2 to taking sick or maternity leave for which the employee may otherwise be eligible, shall upon
3 concurrence of the Division Director receive consideration for temporary reassignment. The Division
4 shall, where reasonably possible, accommodate an employee's desire for medically approved
5 continued employment during pregnancy and up to three (3) months thereafter via one (1) or more of
6 the three (3) alternatives listed. The first alternative shall have preference and assignments and/or
7 reassignments shall be given within an employee's division where possible. The Division, in
8 consultation with the Department of Human Resources, shall be responsible for coordination of the
9 following limited duty alternatives:

10 A. Temporary assignment to limited duties within the employee's classification;

11 B. Temporary reassignment of the employee to a similar classification with equal pay
12 for which the employee is qualified;

13 C. Only if the Division Director concurs that an employee cannot reasonably be
14 accommodated by paragraphs Section 2.A or B in this Article, temporary reassignment of the
15 employee can be made to another classification for which the employee is qualified but with lesser
16 pay, to be assigned at the pay step closest to that which the employee was receiving in their normal
17 job classification.

18 **Section 9.3. Limitations.**

19 A. Temporary assignments and/or reassignments made pursuant to this Article shall
20 be limited to the period of temporary incapacity caused by pregnancy both before childbirth and upon
21 return to work, all prior to the time when released by the employee's physician to return to full duty.

22 B. For the purposes of this Article, temporary incapacity is defined as the period
23 during which because of pregnancy the employee cannot perform all of their regular duties but is
24 capable of performing a temporary limited duty assignment provided by the County as listed in
25 Section 2 of this Article and, for purposes of this Appendix, in no instance shall such temporary
26 incapacity extend more than three (3) months after termination of the pregnancy.

27 C. Employees shall continue to be eligible for paid accrued vacation and sick leave
28 and leave of absence without pay pursuant to the personnel rules and provisions of this Appendix

1 during the period of temporary incapacity due to pregnancy and/or a pregnancy related condition.

2
3 **ARTICLE 10: UNION REPRESENTATIVES**

4 **Section 10.1.** The Staff Representative of the Union may, after notifying the Division
5 Director and/or Supervisor, visit the work location of employees covered by this Appendix at any
6 reasonable time for the purpose of administering this Agreement. Such representative shall limit their
7 activities during such visits to matters relating to the CLA and this Appendix. Department work
8 hours shall not be used by employees or Union representatives for the conduct of Union business or
9 the promotion of Union affairs.

10 **Section 10.2.** The County agrees that during working hours, on the County's premises, duly
11 authorized employee representatives of the Union shall be allowed to post and distribute Union
12 notices, attend authorized negotiations, joint labor management committee meetings, participate in
13 contract administration meetings and present a packet of Union information to new bargaining unit
14 members, with the prior or standing approval of management.

15
16 **ARTICLE 11: TRAINING POSITION**

17 **Section 11.1. Training Position.**

18 Any employee assigned to a training position shall be notified in writing one (1) working day
19 in advance by the department head or designee of their training status.

20 An employee assigned to a training position (training status) shall be under the supervision
21 and guidance of the immediate supervisor and shall not remain in the training position for more than
22 ten (10) consecutive normal working days unless a longer training period is mutually agreed upon in
23 writing by the Union, Department and Human Resources Division Director of the Department of
24 Executive Services or designee.

25 **Section 11.2.** Employees covered by this Appendix may be temporarily assigned to perform
26 the duties of a lower classification without a reduction in pay.

27
28 **ARTICLE 12: HOURS OF WORK AND OVERTIME**

1 **Section 12.1.** Eight (8) hours shall constitute a normal day’s work and five (5) consecutive
2 days a normal week’s work.

3 **Section 12.2. Alternative Work Schedules.** It is hereby agreed that the Division may,
4 notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other
5 alternative work schedules affecting employees covered by this Appendix, subject to such terms and
6 conditions as established by the Division. An alternative work schedule is defined as any schedule of
7 hours of work other than the traditional five eight-hour days within a seven-day work week.

8 Examples of alternative work schedules include but are not limited to:

- 9 • 4/10-hour workdays
- 10 • 9/8-off alternating work week schedule. (The record keeping timesheet for this
11 schedule must be one which meets the FLSA standards dividing between two work weeks mid shift
12 on the fifth day of work which is either 8 hours or a day off.).
- 13 • Employee participation shall be on a voluntary basis;
- 14 • The department retains the right to modify or revoke such schedule. When
15 operationally feasible, the department will provide the employee at least thirty
16 (30) days’ notice prior to such change.

17 When management deems it necessary, work schedules may be established other than the
18 normal Monday through Friday schedule.

19 Two (2) days’ advance notice shall be afforded employees covered by this Agreement when
20 shift changes are required by their supervisor.

21 **Section 12.3.** Employees covered by this Agreement shall be provided a fifteen (15)-minute
22 rest period during each half of their workday.

23 **Section 12.4.** Employees covered by this Agreement shall be provided an uncompensated
24 mealtime which shall not exceed one (1) hour.

25 **Section 12.5. Overtime** All work performed in excess of forty (40) hours in any work week
26 or in excess of the employee’s regularly scheduled shift of not less than eight (8) hours shall be
27 considered as overtime and shall be paid for at the contractual overtime rate.

1 **The Contractual Overtime Rate** for each overtime hour worked shall be one and one-half
2 times the combined amount of the employee’s hourly base rate of pay and any applicable pay
3 premiums in effect at the time the overtime is worked (known as “time and one half”). If the Fair
4 Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the
5 employee shall be paid the higher rate of pay pursuant to the FLSA.

6 Hours worked in the workday and workweek shall be considered when calculating hours for
7 determining when an employee is eligible for overtime that is paid at the contractual overtime rate as
8 defined above. “Hours worked” shall include the following:

- 9 • Vacation when such vacations are preapproved and prescheduled; and
- 10 • Mandatory training for employees who are ordered to attend training on a particular
11 date/time when such training cannot be rescheduled to a non-overtime period.

12 “Hours worked” does not include sick leave, holidays, and other paid leave.

13 **Section 12.6.** For employees covered by this Agreement, overtime shall be paid at either the
14 applicable overtime rate or by request of the employee and agreement with the supervisor, by
15 compensatory time at the applicable overtime rate and in such a manner so as not to conflict with the
16 Fair Labor Standards Act (FLSA). In no event shall compensatory time taken apply toward the
17 FLSA workweek. Compensatory time may be banked to not exceed a total of 80 hours at any one-
18 time and must be used by December 31st of the calendar year in which it was earned. Any remaining
19 balance at the end of the pay period including December 31 will be cashed out, unless the employee
20 has been approved to carryover no more than 40 hours of compensatory time and, if so, the carryover
21 must be used by March 31 or it will be cashed out.

22 **Section 12.7. Emergency Call Back.** An employee covered by this Agreement who is called
23 back to work after completion of their regular shift or work week shall be granted at least the
24 equivalent of two (2) hours’ pay at the applicable overtime rates.

25 **Section 12.8. Meal Reimbursement (full-time regular or part-time regular).**

26 A. When an employee is specifically directed by the Department to work two (2)
27 hours or longer prior to the beginning of or the end of their normal work shift of not less than eight
28 (8) hours and the employee actually purchases a reasonably priced meal away from the employee’s

1 place of residence as a result of such additional hours of work, the employee shall be reimbursed for
2 the “reasonable cost” of the meal. In order to receive reimbursement, the employee must furnish the
3 Department with a receipt for the meal no later than the beginning of their next regular shift;
4 otherwise, the employee shall be paid a maximum of ten dollars (\$10.00) in lieu of reimbursement for
5 the meal.

6 **B.** The Department shall not reimburse for the cost of alcoholic beverages nor should
7 any be purchased during work hours.

8 **C.** In lieu of any meal compensation as set forth within this section, the Department
9 may, at its discretion, provide a meal.

10 **D.** When an employee (full-time regular or part-time regular) is called out in an
11 emergency to work two (2) hours or longer of unscheduled overtime immediately prior to their
12 normal work shift, said employee shall be eligible for meal reimbursement pursuant to this Section.
13 Any time spent consuming a meal during working hours shall be without compensation.

14 **Section 12.9. Court appearance standby.** PES employees who are required to “stand by”
15 for court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time
16 hourly rate for all hours they are on standby status on their regularly scheduled time off. Once
17 notified that the employee must report to court, the standby pay shall cease, and the callback
18 provision outlined in CLA Article 43 shall apply when the employee reports to court if the report
19 time meets the conditions described therein. If the standby employee is not required to appear in
20 court, a minimum of four (4) hours shall be paid at the standby rate as provided in this section.

21 **Section 12.10. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels.**

22 As a guide to determining the granting of leave, the minimum PES staffing level at the Seattle
23 Facility will be two persons Monday through Friday approximately between the hours of 0800 and
24 1630. At all other times, and all day on holidays, the minimum PES staffing level will be one person.
25 Staffing levels may go below minimum at the discretion of the supervising authority.

26 **Section 12.11. Psychiatric Evaluation Specialist (PES) Master Schedule.**

27 PES employees shall normally be scheduled pursuant to a master schedule. Prior to
28 implementing any large-scale changes to a PES master schedule, the Supervisor/Division Director

1 agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted
2 for bid by the employees for a period of time to be determined by the parties, but not to exceed
3 fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be
4 posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation.
5 If schedules have not been changed for a period of three (3) consecutive years, then a schedule shall
6 be opened for a rebid.

7 **a. Bid Process.**

8 When a Psychiatric Evaluation Specialist position becomes vacant or new positions are
9 created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days
10 off of the position. Seniority is defined as total unbroken service in the same job classification or
11 classification series as measured by date in present job classification. Prospective upon
12 implementation of this Agreement, time served as a Temporary Employee (as calculated by the
13 Union) shall count toward seniority if there is no break in service when hired into a career service
14 position in the same job classification. A break in service is a voluntary quit, retirement or
15 termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service;
16 however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive
17 days. Employees who transfer or promote to a different bargaining unit job classification without a
18 break shall retain accrued seniority in the previous classification and begin to accrue seniority in the
19 new classification from the date of the probationary appointment.

20
21 **ARTICLE 13: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF**

22 **Section 13.1. Definitions.** The following definitions shall apply for the purposes of
23 administering this Article.

24 **A. Seniority** is defined as total unbroken service in the same job classification or
25 classification series as measured by hire date in present job classification. Time served as a
26 Temporary Employee (as calculated by the Union) shall count toward seniority if there is no break in
27 service when hired into a career service position in the same job classification A break in service is a
28 voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of

1 absence are not breaks in service; however, seniority will not continue to accrue after an unpaid leave
2 exceeds thirty (30) consecutive days. Employees who transfer or promote to a different bargaining
3 unit job classification without a break shall retain accrued seniority in the previous classification and
4 begin to accrue seniority in the new classification from the date of the probationary appointment.
5 Employees who leave Division employment as a result of layoff may retain accrued seniority when
6 they return to Division employment within two (2) years of layoff. Employees that incur a break in
7 service as of greater than two (2) years and who return to a bargaining unit position begin anew their
8 classification and classification series seniority.

9 **B. Position Elimination/Change in FTE** is any County initiated elimination,
10 involuntary reduction, or involuntary increase in the work hours (not to include overtime) for a
11 position that for seniority reasons does not constitute a layoff for the employee. Prior to the
12 Department implementing a change in FTE, the employee subject to change in FTE shall be provided
13 with the “Position Elimination/Change in FTE Notice” options set forth in Section 4 of this Article.
14 Employees occupying positions where “Temporary” increases or decreases in FTE last longer than
15 six months shall be provided with the “Change in FTE Notice” options set forth in Section 4 of this
16 Article.

17 **C. Layoff** is the involuntary elimination or reduction of work hours (FTE) for the
18 employee(s) with the least amount of classification series seniority. An involuntary increase in the
19 standard working hours of a position shall create the same vacancy and bumping rights for employees
20 whose hours are increased as are created by the terms of this Article for employees in a
21 layoff/reduction in force situation.

22 **D. Qualified** means the employee possesses the skills and abilities (as determined by
23 the job description) required to be considered eligible to be appointed to the classification as a new
24 hire.

25 **Section 13.2. Transfer.**

26 **A.** The transfer of an employee shall not constitute a promotion.

27 **B. Transfers within the Department of Public Health.** The Department of Public
28 Health Director or their designee may transfer a Public Health employee from one position to another

1 position in the same classification within the Department without the approval of the Human
2 Resources Director, or their designee, but such transfer shall be reported to the Human Resources
3 Director, or their designee within five (5) days of its effective date. It is understood by the parties
4 that employees may be transferred at the discretion of the County in consultation with the Union as
5 part of the budget planning process. The budget planning process concludes at the point the County
6 Executive submits their budget to the King County Council.

7 **C. Transfers from County departments into Public Health.** Employees in County
8 departments may transfer, if qualified, to a position in the same classification, or to a position in a
9 similar classification with the same maximum rate of pay, within the Department of Public Health
10 upon the written request of the Public Health Director and approval by the Department of Human
11 Resources Director or their designee.

12 **D. Transfers from Public Health to County departments.** Any transfer from a
13 position in Public Health to a position in the same or similar classification with the same maximum
14 rate of pay within a County department shall be subject to the applicable County rules, policies,
15 procedures (and any applicable County collective bargaining agreement), which sets forth the terms
16 and conditions for transfers within the County personnel system.

17 **E. Other transfers.** Within the Department of Public Health, other transfers may be
18 made upon the consent of the Public Health Director and with the approval of the Human Resources
19 Director, or their designee, as follows:

20 **1.** Transfer to another classification in the Department of Public Health in case
21 of injury in line of duty either with Public Health or with the armed forces in time of war, resulting in
22 permanent partial disability, where showing is made the transferee is capable of satisfactorily
23 performing the duties of the new position.

24 **2.** Transfer, in lieu of layoff, may be made to a single position in another
25 classification in the Department upon showing that the transferee is capable of satisfactorily
26 performing the duties of the position, and that a regular employee or probationer is not displaced.
27 The affected employee shall complete a probationary period in the new classification.

28 **3.** Transfer may be made to another similar classification within Public Health

1 with the same maximum rate of pay in the Department. The affected employee's status shall be
2 determined in accordance with Article 13, Section 2.E.2 of this Agreement.

3 **Section 13.3. Voluntary Reduction.**

4 A. A career service employee may be reduced to a lower classification upon written
5 request stating the employee's reasons for such demotion, if the request is concurred with by the
6 Division Director and is approved by the Department of Human Resources Director, or designee.
7 Such reduction shall not displace any career service employee or probationer.

8 B. The employee so reduced shall be entitled to credit for previous career service in
9 the lower classification and to other service credit in accordance with this Article. Upon a showing,
10 concurred with by the Public Health Director, that the reason for such voluntary reduction no longer
11 exists, the, Department of Human Resources Director, or designee, may restore the employee to their
12 former status.

13 **Section 13.4. Notice of Anticipated Position Elimination/Change of FTE.**

14 The following process shall govern for the purposes of administering this Section.

15 A. When the Department determines there is a need to eliminate, reduce, or increase
16 the working hours of existing filled positions (change in FTE), the Department shall identify by job
17 classification and work site which position(s) are to be eliminated, decreased, or increased. The
18 Department agrees to notify the Union at least thirty (30) days in advance, in writing, of any
19 anticipated change in filled FTE. The Department will provide the following information to the
20 Union at least thirty (30) days in advance: the names, classification, and seniority information of
21 employees effected by a change in filled FTE; a seniority list for the classification impacted and a list
22 of all vacant positions, that the Division intends to fill, within the classification; and a list of all
23 probationary, TLT, Temporary and any other provisional positions within the classification. The
24 Department will hold the relevant positions frozen until the entire process has been completed.

25 B. An incumbent employee in a position impacted by a change in FTE shall be
26 notified by the Division at least thirty (30) calendar days prior to the effective date of the change.
27 The notice will include information about the options provided in this Section. A copy of the notice
28 will be provided to the Union. The employee shall be allowed fourteen (14) calendar days to elect

1 one of the following options:

2 1. The employee may request placement in a vacant position within the
3 bargaining unit. In the case of an involuntary increase or decrease in hours, an affected employee
4 shall be given first right of refusal over the increased or decreased hours before such position is
5 posted. The Department must offer a vacant bargaining unit position of the same classification to an
6 employee subject to a change in FTE, if the Department intends to fill the position. The Department
7 will inform the employee and the union of all, available vacant bargaining unit positions that the
8 Department intends to fill.

9 2. The employee may request placement into a vacant bargaining unit position
10 in another job classification, provided the employee is qualified.

11 3. The employee may displace (bump) the least senior employee in the same
12 job classification and equally budgeted FTE that does not result in a layoff provided the employee
13 has more classification seniority than the incumbent employee. If an equally budgeted FTE position
14 does not exist, then the employee may displace (bump) the least senior employee in the job
15 classification with the most equivalent FTE or may bump the least senior employee in the
16 classification.

17 4. The employee may on the basis of total bargaining unit seniority, bump the
18 least senior employee (regardless of FTE status), in any job classification previously worked in the
19 bargaining unit or classification series, provided that a successful probationary period has been
20 completed in that classification.

21 5. An employee may choose to be laid off rather than exercise the options
22 above.

23 C. When the Department determines to eliminate, reduce, or increase the hours of
24 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
25 calendar days prior to the effective date. The notice will include information about the options
26 provided in Article 13, Section 4(B). A copy of the notice will be provided to the Union. The
27 employees shall be allowed fourteen calendar days to select their options under Article 13, Section
28 4(B) using the following procedure:

1 1. The employees will designate a first, second and third choice among the
2 options 1 through 5 of Article 13, Section 4(B);

3 2. Option choices will be allocated in order of seniority, the most senior
4 employee having priority; provided, however, bumping choices will be allocated according to item 3
5 below, and vacant positions will be allocated according to item 4 below.

6 3. It is the intent for bumping to proceed in reverse seniority order; that is, the
7 least senior employee will be displaced first. No employee may be bumped ahead of the least senior
8 employee in the same job classification and same FTE. The Department will provide employees
9 subject to change in FTE with a list of positions held by the least senior employees within the
10 employees' job classification; the number of such positions will be equal to the number of positions
11 to be eliminated in that job classification. An employee may designate as an option a position from
12 this list which is not held by the least senior employee; however, the option will not be available
13 unless the lower-seniority employee(s) on the list is (are) displaced.

14 4. If two or more employees select the same vacant position, the position will
15 be offered to the most senior employee. An employee may choose to be laid off rather than
16 exercising the options above.

17 **Section 13.5. Layoff.**

18 A. Employees laid off as a result of a reduction of work and/or a shortage of funds
19 shall be laid off according to seniority within classification within the Department regardless of FTE
20 status.

21 Reduction of hours of any position covered under this agreement will be considered a layoff
22 and subject to the provisions of this section. Employees with the least amount of seniority shall be
23 the first laid off and receive a layoff notice; however, in the event of two (2) employees having the
24 same seniority, ability and skill shall be the determining factor on retention. An employee designated
25 for layoff within a specific classification may, on the basis of seniority, bump the least senior
26 employee (regardless of FTE status), in any job classification previously worked in the bargaining
27 unit or classification series, provided that a successful probationary period has been completed in that
28 classification or displace a Term Limited Temporary (TLT) employee or temporary employee

1 working in the current classification or any job classification previously worked in the bargaining
2 unit or classification series. Any employee bumping into a TLT or temporary position shall maintain
3 their layoff/recall rights pursuant to Section C below and shall continue to accrue seniority and
4 maintain step placement. The transfer of a regular employee into a TLT or temporary position shall
5 not convert such position to a regular, career service position.

6 **B.** A previously laid off employee recalled to a previously held classification due to
7 layoff/bumping shall be credited with total cumulative service in that classification for the purpose of
8 determining classification seniority.

9 **C.** Employees laid off shall be recalled to an equivalent classification or lower
10 classification (if qualified) in the inverse order of layoff, prior to any new employees being appointed
11 to that classification i.e., those with the most seniority being recalled first. Recall rights to the
12 classification from which an employee has been laid off shall expire two (2) years from the date of
13 layoff.

14
15 **ARTICLE 14: SAFETY STANDARDS**

16 All work shall be done in a competent and safe manner and in accordance with the state of
17 Washington Safety Codes and the County’s standards and policies.

18 One employee representative may be designated to represent the Union on the Department’s
19 Field Worker Safety Committee.

20
21 **ARTICLE 15: GENERAL CONDITIONS**

22 **Section 15.1.** Whenever an employee covered by this Appendix is temporarily assigned by
23 the Department Director or designee to work, i.e., perform their regular duties, at a location other
24 than the employee’s normal place(s) of employment, any time, less mealtime, spent in traveling to
25 and from the new location, shall be considered part of the workday. Any time spent in this travel,
26 less mealtime, which is outside of the employee’s regular working hours, shall be compensated at the
27 applicable overtime rate.

1 The above provision does not apply to travel time from one's usual place of residence to the
2 place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically
3 authorized in writing by proper authorities.

4 **Section 15.2.** Psychiatric Evaluation Specialists may request materials relating to corrective
5 counseling be removed from the employee's file after a twenty-four (24) month period unless another
6 act of misconduct has been committed during the twenty-four (24) month period.

7 **Section 15.3. License/Certification:** Psychiatric Evaluation Specialists who are required to
8 be licensed or certified as a condition of employment will have their license renewal fees reimbursed
9 by the Division.

10 **Section 15.4.** The County shall not use short term temporary to supplant regular career
11 service positions in the bargaining unit.

12 **Section 15.5.** Where those duties covered by this Agreement are assigned to a different or
13 new classification in the Department, the Union will continue to be recognized as exclusive
14 bargaining representative for those duties. Any disagreement between the parties over the application
15 of this section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

16 **Section 15.6.** The Department may establish on-the-job training program(s) in a different
17 classification and/or within another bargaining unit for the purpose of providing individuals an
18 opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to
19 implementation of such a program(s) relative to bargaining unit employees, the Department shall
20 discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall
21 be a proper subject for negotiations at that time upon the request of either party.

22 **Section 15.7. Training.** The County recognizes the importance and value of providing
23 training opportunities. To that end, the department will continue to make every effort to allow
24 employees reasonable release time to attend training sessions and seminars in their field. In addition,
25 the department will continue to explore methods of providing training sessions and presentations in-
26 house to bargaining unit employees. Employees shall be entitled to a minimum of three (3) days of
27 paid leave time annually for the purpose of attending training that is job related.

28 **Section 15.8.** The Division/Department shall have the right to implement new public

1 employment programs or expand its current programs beyond what exists as of the signature date of
2 this Appendix. Where such implementation or expansion involves bargaining unit work and results
3 in a significant departure from existing practice, the Division shall give thirty (30) days' advance
4 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the
5 Division shall engage in discussions with the Union on concerns raised by the Union.
6 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public
7 employment program which involves the performance of bargaining unit work with the Division,
8 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees
9 covered by this Appendix, or (2) the abrogation of a career service budgeted full-time position
10 covered by this Appendix which recently had been occupied by a career service full-time employee
11 that performed the specific bargaining unit work now being or about to be performed by an individual
12 under one of the Division's public employment programs.

13
14 **ARTICLE 16: PROBATIONARY PERIOD**

15 **Section 16.1.** The following shall define terms used in this Article:

16 **Probationary employee** means a newly hired employee serving a probationary
17 evaluation period in an at will position.

18 **Probationary period.** There shall be a probationary period during which time a
19 probationary employee shall be evaluated by the appointing authority to determine qualification for
20 entry into the career service. The probationary period shall be determined by the Division Director or
21 designee, but shall be not less than 6 months and no longer than 12 months, and shall be served by
22 those employees who have been newly-hired, demoted to a classification where a probationary period
23 has not been served, reinstated to a classification where a probationary period has not been served or
24 transferred to a classification where a probationary period has not been served, reemployed, or
25 promoted (except as a result of reclassification). An employee's probationary period may be
26 extended up to six (6) additional months by written mutual agreement between the Department, the
27 employee, and the Union, subject to approval by the Department of Executive Services Director or
28 designee prior to the expiration of the initial six (6)-month probationary period.

1 Full-time career service or part-time career service employee: An employee who has
2 successfully completed a probationary period and has had no subsequent break in service as
3 occasioned by quit, resignation, discharge for just cause, or retirement.

4 **Section 16.2.** A TLT employee who accepts a career service position may, at the discretion of
5 the Division Director or designee, count all continuous employment in the same position or
6 performing the same work toward satisfying the probationary period requirement.

7 **Section 16.3. Absences During Probation.** Occasional absences due to illness, vacations,
8 and military leaves shall not result in an extension of the probationary period, but upon approval of
9 the Division Director, an employee's probationary period may be extended so as to include the
10 equivalent of a full six to twelve months of actual service where there are numerous absences.

11 **Section 16.4. Reversion Right.** If the Division determines that the employee will not
12 complete the probation period for a position to which the employee has promoted, demoted to a
13 classification where a probationary period has not been served, reinstated to a classification where a
14 probationary period has not been served or transferred to a classification where a probationary period
15 has not been served, or if the employee chooses not to complete this probation period, the employee
16 is eligible to return (revert) to the former position (or equivalent) if there is a vacancy. However,
17 other employees will not be removed to create a vacancy for the employee. If the employee's former
18 position is not available, the employee will be terminated from employment and their name will be
19 placed on a bargaining unit recall list for a period of two years from the date of termination.
20 Employees refusing placement to a position under this article in the same classification and FTE shall
21 forfeit their recall rights arising under this section.

22
23 **ARTICLE 17: LABOR-MANAGEMENT MEETINGS**

24 The Division and the Union agree to hold Labor/Management meetings on a scheduled basis
25 to discuss any subject of a general nature concerning and affecting employees covered by this
26 Appendix, including but not limited to safety issues. It is understood that topics of specific active
27 grievances and engaging in bargaining will not occur in the Committee. These meetings are
28 consultative in nature.

1 Labor and Management will meet jointly to establish ground rules and operating rules,
2 including participant numbers and classifications, of the committee. Facilitation from ADR will be
3 an option pending their availability.

4
5 **ARTICLE 18: SUBORDINATION OF AGREEMENT**

6 **Section 18.1.** It is understood that the parties hereto and the employees of the Department are
7 governed by the provisions of applicable federal law and state law. When any provisions thereof are
8 in conflict with or are different than the provisions of this Agreement, the provisions of said federal
9 law or state law are paramount and shall prevail.

10 **Section 18.2.** It is also understood that the parties hereto and the employees of the
11 Department are governed by applicable County Ordinance and County Charter and said ordinances
12 and charters are paramount except where they conflict with the expressed provisions of this
13 Agreement.


14
15 **ARTICLE 19: WAIVER AND COMPLETE AGREEMENT**

16 **19.1. Waiver.** The parties acknowledge that each has had the unlimited right within the law
17 and the opportunity to make demands and proposals with respect to any matter deemed a proper
18 subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and
19 understandings in effect prior to the effective date of this Agreement are deemed null and void with
20 the effective date of this Agreement.

21 **19.2. Modifications.** For the duration of this Agreement, the County and the Union may,
22 with mutual consent, negotiate modifications, including additions, deletions, and changes, to the
23 terms of this Agreement. No modification will become effective without a written agreement, signed
24 by both the County and the Union(s) that defines the specifics of the modification.

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For Washington State Council of County and
City Employees, Council 2, Local 21HD:

DocuSigned by:

558CF35390AF418...

Suzette Dickerson
Staff Representative

For Washington State Council of County and
City Employees, Council 2, Local 21HD:

DocuSigned by:

DF818F6324044FC...

Daniel Casey
Local 21 HD President

For King County:

DocuSigned by:

25604F2BDE004EE...

Nancy Corado, Labor Relations Negotiator
Office of Labor Relations, Executive Office

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cba Code: 070**Union Codes: D1
D1A****ADDENDUM A
WAGE RANGES**

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
7500100	758101	Disease Research and Intervention Specialist	49**
7513100	751302	Epidemiologist I	58
7513200	751402	Epidemiologist II	63
3113100	311602	Psychiatric Evaluation Specialist	60
3113300	311901	Psychiatric Evaluation Specialist - Senior	65
7513600	751602	Social Research Scientist	63
7520300	752306	Environmental Scientist III	64
*All salary ranges are on the King County Squared Table Salary Schedule.			

**By December 31, 2024, the County will assess whether the classifications of Disease Research and Intervention Specialist and Social Research Scientist should remain as single level classifications or whether the development of a classification series is warranted based on business needs. If the County determines a classification series is needed, the County shall notify the Union and discharge its bargaining obligations with the Union, if requested.

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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 198.49.222.20

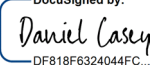
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 dcasey@kingcounty.gov
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Nancy Corado
 ncorado@kingcounty.gov
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Notary Events	Signature	Timestamp
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.