



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.: 5	Date: 24 June 2009
Ordinance No.: 2009-0354	Prepared by: Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0354 (Attachment 1, pp. 7-8 of these materials) would approve a collective bargaining agreement (CBA) and a memorandum of agreement (MOA) between King County and the International Federation of Professional and Technical Engineers, Local 17. The CBA covers about 786 employees in the Department of Community and Human Services (Mental Health, Chemical Abuse, and Dependency Services Division) and the following five divisions of the Department of Public Health: Community Health Services, Prevention, Financial and Administrative Services, Environmental Health Services, and Emergency Services. The MOA covers three Involuntary Commitment Supervisors in the Department of Community and Human Services.

Both the CBA (Attachment 1.a, pp. 9-98 of these materials) and the MOA (Attachment 1.b, pp. 99-110 of these materials) cover the period from 1 January 2008 through 31 December 2010.

1. The Bargaining Unit

As described in the Executive's transmittal letter (Attachment 5, pp. 119-120 of these materials), the employees covered by the CBA and the MOA work in "either public health clinics or non-clinic programs in a wide variety of supervisory, professional medical, technical, and administrative support positions."¹ The Executive provides the following description of their responsibilities:

a. Public Health Department

- i. Community Health Services Division employees:
"Provide a full range of clinical and primary care related services, education, skills-building, technical assistance and support to adults and children."
- ii. Prevention Division employees:
"Support county-wide efforts of chronic and communicable disease prevention and control including public education and health

¹ Addendum A to the CBA (pp. 95-98 of these materials) contains a complete list of the classifications covered by the agreement.

screening, diagnosis and treatment services to residents with low incomes and no or limited health insurance.”

- iii. Finance and Administration Services Division administrative and professional staff:
“Perform department-wide strategic planning, financial and facilities planning and administration, procurement, education, payroll, information, and information technology support to various enterprises and projects.”
- iv. Environmental Health Services Division employees:
“Provide information and compliance enforcement to food service operators, retail meat market operators, drinking water/wastewater system owners/consumers, solid waste facility owners/operators, developers and homeowners.”
- v. Emergency Medical Services Division administrative and professional staff:
“Working directly with the public, provide training and support for emergency medical training and advanced life support programs.”

b. Community and Human Services Department

Mental Health, Chemical Abuse and Dependency Services Division supervisors:
“Provide clinical supervision to more than 30 mental health professionals.”

2. Consistency with Labor Policies

Except for the timeliness of contract negotiations, the proposed CBA appears to be consistent with the County’s adopted labor policies.

The parties’ 2005-2007 CBA expired at the end of 2007. Negotiations to extend the CBA did not begin until December of 2007 and were not concluded until March of 2009. (*See Contract Summary at p. 112 of these materials.*) The new CBA provides: “Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to August 1 [of the last year of the contract].”

3. Pay Ranges and COLAs

The cost-of-living adjustments (COLAs) for the three years covered by the CBA follow the standard county settlement agreed to with other unions. The adjustments are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. (*See CBA § 8.1, p. 32 of these materials.*) (Similar language appeared in the parties’ 2005-2007 CBA.) The retroactive increases for 2008 and 2009 are 2.49 percent and 4.88 percent, respectively. The increase for 2010 is expected to be 2.0 percent. (*See Fiscal Note, p. 117 of these materials.*)

The CBA provides for an increase of two pay ranges (approximately 4.9 percent), retroactive to 1 January 2008, for the three Involuntary Commitment Supervisor positions. According to the Executive, “This increase reflects market data and will help alleviate significant difficulties in recruiting and retaining candidates for those positions” (Transmittal letter at p. 120 of these materials).

4. Performance Evaluations

The CBA provides for performance evaluations and includes provisions for appeal and review of performance evaluations (CBA § 7.7, pp. 30-31 of these materials).

5. Interest Arbitration

The bargaining unit covered by the new agreement is not eligible for interest arbitration. Contract Summary at p. 111 of these materials.

6. No-Strike Provision

Article 6 of the agreement (p. 26 of these materials) prohibits “work stoppage, strike, slowdown, or other interference with County and/or Department functions by employees under this Agreement”

B. NEW CONTRACT PROVISIONS

In addition to the points mentioned above, the Executive has noted the following new provisions in his Summary of Changes (p. 115 of these materials):

1. Critical positions requiring bilingual skills

New section 8.10 of the CBA (“Bilingual Positions”) (pp. 39-40 of these materials), “in the interest of creating a more client-centric environment . . . recognize[s] certain key positions, in the Medical Assistant, Nutrition Assistant and Administrative Specialist 2 (AS II) classifications, at Public Health Centers as dedicated bilingual positions.” As described in the Checklist and Summary of Changes at p. 115 of these materials, “The new language allows management to identify such bilingual skills as an essential function of the job for purposes of hiring and layoff decisions.” Section 8.10 provides that bilingual positions will be compensated at 2.5 percent above the base rate of pay.

2. Merit-based wage step advancement for Involuntary Commitment Supervisors

Effective 1 January 2011, wages step increases for Involuntary Commitment Supervisors are contingent on the employee attaining a score of at least 3.0 on his or her most recent performance evaluation. *See* MOA § 8.7 (p. 105 of these materials).

3. Reduction-in-force

The CBA provides for layoffs to be based on seniority within classification (*see* CBA § 18.5, pp. 72-73 of these materials); however, the MOA provides (for the three employees whom it

covers) that, effective 1 September 2011, a less-senior employee will not be subject to layoff if “the average of the less senior employee’s evaluation scores from the prior three full-year evaluations is more than 10% above the score of another employee within the classification with greater seniority” (*see* MOA § 18.5, p. 108-109 of these materials).

4. Preference for hiring internal candidates

The new agreement gives career service bargaining unit applicants a 10 percent preference in the interview score over external candidates, provided that the internal candidate has no documented disciplinary actions in the prior 24 months and no performance deficiencies in the prior 12 months. CBA § 18.6(B)(5) (p. 74 of these materials).

5. Provision against intimidating or bullying behavior

A new section 20.11 in the CBA (p. 79 of these materials) acknowledges the potentially serious adverse impact of intimidating or bullying behavior and expresses the joint resolve of the county and the union to “work together collaboratively and employ reasonable means to attempt to address complaints or concerns of workplace intimidation or bullying.”

6. Alternative work arrangements

New language has been added to section 17.2 of the CBA (pp. 62-63 of these materials), stating that the Department of Public Health “supports the availability of alternative work schedules or telecommuting arrangements for its employees, and, to that end, shall give serious consideration to requests for alternat[ive] workweek arrangements.” Section 17.2 also includes a newly-created process for appeal and review of the denial or termination of alternative work arrangements.

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s fiscal note (p. 117 of these materials). From a base cost of \$45,832,553 in 2008, the CBA would result in a retroactive additional cost of \$1,141,231 for 2008, an increase of \$2,301,707 for 2009, and an increase of \$990,584 for 2010.

D. LEGAL REVIEW

Both the CBA and the MOA have been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

1. Alex Golan, Labor Negotiator, Human Resources Division, King County DES
2. Janet Parks, Union Representative, International Federation of Professional and Technical Employees, Local 17

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Signature Report

June 21, 2009

Ordinance

Proposed No. 2009-0354.1

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and International
4 Federation of Professional and Technical Engineers, Local
5 17 representing employees in the departments of public
6 health, and community and human services; and
7 establishing the effective date of said agreements.

8
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and memorandum of
11 agreement negotiated between King County and International Federation of Professional
12 and Technical Engineers, Local 17 representing employees in the departments of public
13 health, and community and human services and attached hereto are hereby approved and
14 adopted by this reference made a part hereof.

15

Ordinance

15 SECTION 2. Terms and conditions of said agreements shall be effective from
16 January 1, 2008, through and including December 31, 2010.

17

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, ____.

Attachments

A. Agreement Between King County and International Federation of Professional and Technical Engineers Local No. 17, AFL-CIO, B. Memorandum of Agreement By and Between King County and International Federation of Professional and Technical Engineers, Local 17--Department of Public Health--Representing Employees in the Department of Community and Human Services

**AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL NO. 17, AFL-CIO**

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**AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL NO. 17, AFL-CIO
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF PUBLIC HEALTH
AND THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

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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 (hereinafter referred to as the County) and International Federation of Professional and Technical Engineers, Local 17 (AFL-CIO) (hereinafter referred to as the Union).

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and the Departments of: Public Health and Community and Human Services (hereinafter, the Department) employees represented by the Union by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their relations with the County, and to set forth the wages, hours, and other working conditions of bargaining unit employees, provided the County has such authority to act on such matters. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

1 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES**

2 **Section 1.1. Recognition.** The County hereby recognizes the Union as the exclusive
3 bargaining representative of Administrative Support Unit, Health Professional and Technical Unit,
4 Environmental Health Professional Technical Unit, Environmental Health Senior Professional Unit,
5 Information Systems Professional Unit, Emergency Medical Services Unit, Department of
6 Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as
7 defined by classifications listed in Addendum A to this Agreement, excluding certain temporary
8 employees, contract employees, supervisors, managers and confidential employees pursuant to PERC
9 certifications and County and Union recognition agreements.

10 **Section 1.2. Union Membership.** The County agrees that the Union has the right to
11 encourage all employees in the bargaining unit to become and remain members in good standing of
12 the Union, and the Union accepts its responsibility to fairly represent all employees in the bargaining
13 unit regardless of membership status.

14 **Section 1.3. Payroll Deduction.** The County agrees to deduct from the paycheck of each
15 employee, who has so authorized it, the regular intake fee and regular monthly dues (or agency fees)
16 uniformly required of members of the Union. The amounts deducted shall be transmitted per pay
17 period to the Union on behalf of the employees involved. Authorization by the employee shall be on
18 a form approved by the parties hereto and may be revoked by the employee upon request. The
19 performance of this function is recognized as a service to the Union by the County.

20 **Section 1.4. Indemnification.** The Union agrees to indemnify and hold harmless the County
21 from any and all liability resulting from the dues check-off system, the Union security obligation, and
22 the religious exemption requirements, except as delineated in Section 6 and 7 below.

23 **Section 1.5. Condition of Employment.**

24 A. It shall be a condition of employment that within thirty (30) days of the effective
25 date of this Agreement all employees covered by this Agreement shall become and remain members
26 in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each
27 Employee covered by this Agreement and hired into the bargaining unit on or after its effective date
28 will, on the thirtieth day following the beginning of such employment, become and remain a member

1 in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

2 B. An employee who holds bona fide religious tenets or teachings that prohibit Union
3 membership or the payment of dues or intake fees to Union organizations or any other reason is
4 eligible for a religious exemption as determined by the Public Employment Relations Commission,
5 will pay an amount of money equivalent to regular union dues and intake fees to a charitable
6 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the
7 Union with written proof that such payments are being made.

8 **Section 1.6. Service Fee Payment.** A temporary employee shall, pay to the Union, in lieu of
9 the Union security requirement under this Article, a service fee in an amount equal to the Union's
10 regular dues uniformly required of full-time regular and part-time regular (hereinafter "regular")
11 Department employees within the bargaining unit.

12 **Section 1.7. Failure to Fulfill Obligations.** Failure by an employee to abide by the afore-
13 referenced provisions shall constitute cause for discharge of such employee; provided, however, it
14 shall be the responsibility of the Union to notify the King County Human Resources Division
15 Director of the Department of Executive Services (DES), with a copy to the Department, in writing
16 when it is seeking discharge of an employee for noncompliance with Section 5 and Section 6 of this
17 Article. When an employee fails to fulfill the union security obligations set forth within this Article,
18 the Union shall forward a "Request for Discharge Letter" to the Public Health Human Resources
19 Manager (with copies to the affected employee and the DES). Accompanying the discharge letter
20 shall be a copy of the letter to the employee from the Union explaining the employee's obligation
21 under Article 1, Section 5 or Section 6.

22 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
23 the employee for failure to abide by Section 5 or Section 6 of this Article, but provide the employee
24 and the County with thirty (30) calendar days' written notification of the Union's intent to initiate
25 discharge action, during which time the employee may make restitution in the amount which is
26 overdue. Upon receipt of the Union's request, the Public Health Human Resources Manager shall
27 give notice in writing to the employee, with a copy to the Union and the DES, Human Resources
28 Division, Labor Relations Section that the employee faces discharge upon the request of the Union

1 at the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter"
2 and that the employee has an opportunity before the end of said thirty (30)-calendar day period to
3 present to the Public Health Human Resources Manager any information relevant to why the Public
4 Health Department should not act upon the Union's written request for the employee's discharge.

5 In the event the employee has not yet fulfilled the obligation set forth within Section 5 or
6 Section 6 of this Article within the thirty (30)-calendar day period noted in the "Request for
7 Discharge Letter," the Union shall thereafter reaffirm in writing to the Public Health Human
8 Resources Manager with copies to the affected employee and the DES, its original written request for
9 discharge of such employee. Unless sufficient legal explanation or reason is presented by the
10 employee why discharge is not appropriate or unless the Union rescinds its request for the discharge
11 the County shall, as soon as possible thereafter, effectuate the discharge of such employee. If the
12 employee has fulfilled the union security obligation within the thirty (30)-calendar day period, the
13 Union shall so notify the Public Health Human Resources Manager in writing, with a copy to the
14 DES and the affected employee. If the Union has reaffirmed its request for discharge, the Public
15 Health Human Resources Manager shall notify the Union in writing, with a copy to the Human
16 Resources Division Director of DES and the affected employee, that the Department effectuated, or
17 that the Department has not discharged the employee, setting forth the reasons why it has not done so.

18 **Section 1.8. Bargaining Unit List.** Once each calendar year in October upon request, the
19 County will provide the Union with a current listing of all employees within the bargaining units.
20 The list shall include the name of the employee, the employees' classification, and seniority within
21 the bargaining unit, seniority within the employees' current classification, classification date,
22 division, job location, and salary.

23 **Section 1.9. Bargaining Unit Status.** The County will require all new employees hired for a
24 position included in the bargaining unit to sign a form with a copy to the Union which will inform
25 them of their bargaining unit status. When requested by the Union at no less than monthly intervals,
26 Public Health shall make available to the Union the names of employees who have left the bargaining
27 unit.

28 **Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.** Eligible

1 temporary employees (those who were employed by the Department of Public Health on or before
2 August 1, 2001) shall be paid at Step 6 of their applicable pay range in lieu of their continued
3 compensation of fifteen (15) percent of base salary in lieu of leave benefits for each hour worked.
4 These "short-term" temporary employees shall continue to be paid at Step 6 of the range until such
5 time as they (a) terminate employment with the County; (b) change employment status to County
6 term-limited temporary, provisional, probationary, part-time regular or full-time regular employee; (c)
7 cease to be represented by the Union. Temporary employees hired after August 1, are not eligible for
8 premium pay nor step placement in lieu of premium pay. "Short-term" temporary employees who are
9 receiving the premium on or before August 1, 2001 who are removed from the payroll and are
10 subsequently returned to the payroll in the same classification as that of which they left within twelve
11 (12) months of removal will be placed at step six (6) of the applicable pay range. The Director of
12 Public Health may approve any exception of the above Step 6 placement in writing with notice to the
13 Union.

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1 **ARTICLE 2: MANAGEMENT RIGHTS**

2 **Section 2.1. Management Rights.** The right to hire, appoint, promote, discharge for just
3 cause, improve efficiency, and determine work schedules and the location of Department facilities are
4 examples of management prerogatives. It is understood that the County retains its right to manage
5 and operate its divisions except as may be limited by an express provision of this Agreement. When
6 management deems it necessary, work schedules may be established other than the normal Monday
7 through Friday schedule. Core work hours are determined by the County, vary from work site and
8 may be changed by the County, as operational needs require. The County and the Union agree to
9 negotiate the impact of changes to core work hours.

10 **Section 2.2. Contracting Out.** The County will make every effort to utilize its employees to
11 perform all work, but the County reserves the right to contract out for work under the following
12 guidelines: (1) required expertise is not available within the County's work force, or (2) the contract
13 will result in cost savings to the County, or (3) the occurrence of peak loads above the work force
14 capability. Contracting out of work normally performed by employees covered by this agreement
15 shall not lead to the layoff of any employee covered by this agreement.

16 Determination as to (1), (2), or (3) above shall be made by the County. A determination in
17 such case shall be final, binding, and not subject to the grievance procedure. The Union shall be
18 notified at least 60 days prior to the contracting out of bargaining unit work. The Department
19 Director shall make available to Local 17 upon request (1) a description of the services to be so
20 performed, and (2) the detailed factual basis supporting the reasons for such action.

21 **Section 2.3. Contracting Out Grievability.** The Union may grieve contracting out of work
22 as described in Section 2 of this Article, if such contract involves work normally performed by
23 employees covered by this Agreement, and if that contract is the cause of the layoff of employees
24 covered by this Agreement.

25 **Section 2.4. Health Services Delivery.** Delivery of health services in the most efficient,
26 effective, and courteous manner is of paramount importance to the Department and, as such,
27 maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to
28 achieve this goal, the parties hereby recognize the County's and the Department's right to determine

1 the methods, processes, and means of providing health services, the right to increase or diminish
2 operations, in whole or in part, the right to increase, diminish or change equipment, including the
3 introduction of any and all new, improved, or automated methods or equipment, and the assignment
4 of employees to specific jobs within the bargaining unit.

5 **Section 2.5. Bi-Weekly Pay.** The County may change to a bi-weekly pay system during the
6 term of this agreement. The County and the Union agree to bargain in good faith the effects of such a
7 change.

8 **Section 2.6. Public Employment Programs.**

9 A. As part of its public responsibility, the Department may participate in or establish
10 public employment programs to provide employment and/or training for and/or service to the
11 Department by various segments of its citizenry. Such programs may result in individuals performing
12 work for the Department, which is considered bargaining unit work pursuant to RCW 41.56. Such
13 programs have included and may include youth training and/or employment programs, adult training
14 and/or employment programs, vocational rehabilitation programs, work-study and student intern
15 programs, court-ordered community service programs, volunteer programs, and other programs with
16 similar purposes. Some examples of such programs already in effect include Summer Youth
17 Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, and
18 court-ordered Community Service. Individuals working for the Department pursuant to such
19 programs shall be exempt from all provisions of this Agreement.

20 B. The Department shall have the right to implement new public employment
21 programs or expand its current programs beyond what exists as of the signature date of this
22 Agreement. Where such implementation or expansion involves bargaining unit work and results in a
23 significant departure from existing practice, the Department shall give thirty (30) days advance
24 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the
25 Department shall engage in discussions with the Union on concerns raised by the Union.
26 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public
27 employment program which involves the performance of bargaining unit work with the Department,
28 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees

1 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by
2 this Agreement which recently had been occupied by a regular full-time employee that performed the
3 specific bargaining unit work, now being or about to be performed by an individual under one of the
4 Department's public employment programs.

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 3.1. Off-duty Activities.** The off-duty activities of employees shall not be cause for
3 disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's
4 work performance or the program or image of the Department and/or County.

5 **Section 3.2. Personnel Files.** The employees covered by this Agreement may examine their
6 personnel files in the Department's Human Resources Office in the presence of the Department of
7 Public Health Human Resources Manager or a designee. In matters of dispute regarding this section,
8 no other personnel files will be recognized by the County or the Union except that supportive
9 documents from other files may be used. Materials to be placed into an employee's personnel file
10 relating to job performance or personal conduct or any other material that may have an adverse effect
11 on the employee's employment shall be reasonable and accurate and brought to his or her attention
12 with copies provided to the employee upon request. Employees who challenge material included in
13 their personnel files are permitted to insert material relating to the challenge.

14 **Section 3.3. Representation.** The County agrees that when an employee covered by this
15 Agreement attends a meeting for purposes of discussing an incident which may lead to suspension,
16 demotion, or termination of that employee because of that particular incident, the employee shall be
17 advised of his/her right to be accompanied by a representative of the Union. If the employee desires
18 Union representation in said matter, he/she shall so notify the County at that time and shall be
19 provided reasonable time to arrange for Union representation.

20 **Section 3.4. Performance Standards.** Performance standards used to measure the
21 performance of employees shall be reasonable.

22 **Section 3.5. EAP.** The employee who appears to have a substance abuse, behavioral, or
23 other problem which is affecting job performance or interfering with the ability to do the job, shall be
24 encouraged to seek information, counseling, or assistance through private sources that she/he may be
25 aware of or sources available through the King County Employee Assistance Program (EAP).
26 Employees are encouraged to make use of such sources on a self-referral basis and supervisors will
27 assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result
28 of seeking and following through with corrective treatment, counseling, or advice.

1 It is the employee's responsibility to correct unsatisfactory job performance or behavioral
2 problems interfering with the ability to perform the job, and failure to do so will result in disciplinary
3 action commensurate with the lack of satisfactory performance or degree of infraction. The
4 Department Director may at his/her discretion hold such disciplinary action in abeyance if the
5 employee agrees to:

6 A. Meet with or advise the EAP Coordinator of the employee's preferred course of
7 treatment; and

8 B. Follow through on a course of action, treatment, or counseling recommended
9 and/or accepted by the EAP Coordinator; and

10 C. Have such follow-through verified by the EAP Coordinator to the Department
11 Director or designee.

12 If the employee fails to follow through as recommended and does not correct his/her job
13 performance or behavioral problems that interfere with the ability to perform the job, the discipline
14 will be imposed as recommended.

15 **Section 3.6. Use of Temporary Employees.** The County shall not use temporary employees
16 to supplant regular positions.

1 **ARTICLE 4: NONDISCRIMINATION**

2 **Section 4.1. Non-discrimination.** The County and the Union agree that they will not
3 discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation
4 including gender identity and expression, creed, religion, ancestry, or national origin; or the presence
5 of any sensory, mental or physical disability, unless based on a bona fide occupational qualification
6 reasonably necessary to the normal operation of the Department.

7 **Section 4.2. Gender-Neutral Language.** Whenever words denoting the feminine or
8 masculine gender are used in this Agreement, they are intended to apply to either gender.

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1 **ARTICLE 5: GRIEVANCE PROCEDURE**

2 **Section 5.1. Settlement of Grievances.** The County recognizes the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision with the understanding that grievances will be filed at the step at which
6 there is authority to adjudicate, provided the immediate supervisor is notified.

7 **Section 5.2. Multi-party Grievances.** A contract grievance in the interest of a majority of
8 the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced
9 at Step 2 of the grievance procedure and processed within the time limits set forth therein.

10 **Section 5.3. Grievance Processing Release Time.** Grievances processed through Step 3 of
11 the grievance procedure are to be heard during normal work hours and no employee shall receive
12 compensation beyond normal working hours while attending grievance meetings unless stipulated
13 otherwise by the parties.

14 **Section 5.4. Grievance Process.** Employees will be unimpeded and free from restraint,
15 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

16 Probationary employees shall not have the right to pursue grievances over dismissal but shall
17 be able to pursue grievances as otherwise provided. Regular employees reverted during a
18 probationary period shall not have the right to pursue grievances over reversion but shall be able to
19 pursue grievances as otherwise provided.

20 All classification-related appeals shall be processed pursuant to Article 8, Section 4(C).

21 **Section 5.5. Definition.** Any dispute arising during the term of this Agreement between the
22 County and the Union or between the County and any employee covered by this Agreement
23 concerning the interpretation, application, claim of breach or violation of the express terms of this
24 Agreement shall be deemed a grievance.

25 Working days referred to in the grievance procedure shall be defined as Monday through
26 Friday excluding observed holidays.

27 Any time limits agreed to in the grievance procedure may be extended for stated periods of
28 time by the appropriate parties by mutual agreement in writing. Failure by an employee or the Union

1 to comply with any time limitation of the procedure of this Article shall constitute withdrawal of the
2 grievance.

3 **Section 5.6. Grievance Steps.**

4 **Step 1: Immediate Supervisor.** A grievance shall be presented in writing by the
5 aggrieved employee and/or Union representative to the employee's immediate supervisor within ten
6 (10) working days of the alleged contract violation. The grievance notice shall be dated and shall
7 include the date of the incident, the issue(s), and the due date (ten (10) working days) for the
8 immediate supervisor's response. After consulting with the Manager, the immediate supervisor shall
9 attempt to resolve the matter and notify the employee or Union representative in writing within ten
10 (10) working days of receipt of the grievance.

11 If the employee and/or Union representative has not received a response at Step 1 within the
12 time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to
13 the next step within ten (10) working days following receipt of the written Step 1 response from the
14 immediate supervisor, it shall be presumed resolved.

15 **Step 2: Division Manager.** If the grievance is not resolved at Step 1 or is filed
16 initially at Step 2, the employee or Union representative shall present the grievance in writing,
17 specifying the section(s) of the contract allegedly violated and the remedy sought. The grievance
18 shall then be presented to the Division Manager, or Assistant Division Manager acting in capacity of
19 the Division Manager for investigation, discussion and written reply. The Division Manager, after
20 consulting with the Department Director or designee, shall make a written decision and present it to
21 the aggrieved employee and/or Union representative with a copy mailed to the Union within ten (10)
22 working days after receipt of the Step 2 grievance.

23 If the employee and/or Union representative has not received a response at Step 2 within the
24 time frames listed above, the grievance may be elevated to Step 3. If the grievance is not pursued to
25 the next higher level within ten (10) working days from the Union's receipt of the Division
26 Manager's written response, it shall be presumed resolved.

27 **Step 3: Human Resources Division Manager.** If the decision of the Division
28 Manager has not resolved the grievance, the grievance shall be presented to the Manager of King

1 County's Human Resource Division (HRD) or his/her designee. The Manager or his/her designee
2 shall not have been a participant at the Step 1 or Step 2 meeting.

3 Within ten (10) working days following notification by the Union, the HRD Manager or
4 his/her designee shall convene a hearing for the purpose of resolving the grievance. Both parties to
5 the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be closed
6 for the purpose of maintaining confidentiality, unless otherwise mutually agreed. The HRD Manager
7 or his/her designee shall render his or her written decision within five (5) working days of the
8 hearing.

9 **Step 4: Mediation-Arbitration.** Should the decision of the HRD Manager or his/her
10 designee not resolve the grievance to the satisfaction of the Union or the Department, either the
11 Union or the Employer may request mediation-arbitration within thirty (30) calendar days of the
12 Union's receipt of the Step 3 decision. Grievances relating to oral or written reprimands shall not be
13 appealed beyond Step 3. The request for mediation-arbitration must specify:

- 14 A. Section(s) of the Agreement allegedly violated;
- 15 B. Nature of the alleged violation;
- 16 C. Remedy sought; and
- 17 D. The avenue of appeal selected (i.e., mediation or arbitration).

18 Upon receipt of an appeal for mediation, the Director of DES or his/her designee shall seek
19 the assistance of the Public Employment Relations Commission or another mutually agreed upon
20 mediator, in an attempt to resolve the grievance. The mediator shall have no authority to resolve the
21 grievance except by agreement of the Union and the County. In the event the grievance is not
22 resolved, evidence or concessions agreed to or offered by the opposing party during mediation shall
23 not be admissible at the subsequent hearing, unless such admission is agreed to by both parties.

24 If the grievance is not resolved through mediation, the parties may further appeal the
25 grievance to arbitration, as set forth below. Such appeal must be filed within ten (10) working days
26 of receipt of the mediation or mediator's advisory opinion, whichever is later.

27 The Union and the County shall agree on a list of five (5) arbitrators. In the event that the
28 parties are unable to agree upon this list of arbitrators, then such list shall be requested from the

1 American Arbitration Association. The arbitrator will be selected from the list by the Department
2 representative and the Union alternately striking a name from the list until only one remains.

3 In connection with any arbitration proceeding held pursuant to the Agreement, it is understood
4 as follows:

5 1. The arbitrator shall have no power to render a decision that will add to, subtract
6 from, alter, change, or modify the terms of this Agreement, and all other matters shall be excluded
7 from arbitration.

8 2. The decision of the arbitrator shall be final, conclusive and binding upon the
9 County, the Department, the Union, and the employee involved.

10 3. The cost of the arbitrator shall be borne equally by the Department and the Union.
11 Each party shall bear the cost of presenting its own case including the cost of any witnesses appearing
12 on that party's behalf. Each party will bear the cost of their own attorney and representative fees
13 regardless of the outcome of the hearing.

14 4. The arbitrator's decision shall be made in writing and shall be issued to the parties
15 within thirty (30) calendar days after the case is submitted to the arbitrator.

16 5. Any arbitrator selected under Step 4 of this Article shall function pursuant to the
17 voluntary labor arbitration regulations of the American Arbitration Association unless stipulated
18 otherwise in writing by the parties to this Agreement.

19 There shall be no strike, cessation of work or lockout during hearings or arbitrations.

20 Arbitration awards or grievance settlements shall not be made retroactive beyond the date of
21 the occurrence or nonoccurrence upon which the grievance is based, that date being fourteen (14)
22 calendar days or less prior to the initial filing of the grievance.

23 **Section 5.7. Personnel Board Appeals.** An employee covered by this Agreement must,
24 upon initiating objections relating to disciplinary action, use either the contractual grievance
25 procedure contained herein or disciplinary appeals under the King County Personnel System. The
26 parties agree that the King County Personnel Board shall have jurisdiction to resolve such disputes.
27 Under no circumstance may an employee use both the contractual grievance procedure and a
28 personnel system appeal procedure relative to the same action. If there are dual filings with the

1 grievance procedure and a personnel system appeal procedure, the Department will send notice of
2 such filings by certified mail to the employee(s) and the Union. The Union will notify the
3 Department by certified mail within fifteen (15) calendar days from the date of receipt of the notice if
4 it will use the contractual grievance procedure. If no such notice is received by the Department, the
5 contractual grievance action shall be deemed to be withdrawn.

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1 **ARTICLE 6: WORK STOPPAGES**

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

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1 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**
2 **APPEALS**

3 **Section 7.1. Definitions.** The following shall define terms used in this Article:

4 **Initial Probationary Period:** Except as provided in Section 6 below, a six (6)-month
5 trial period of employment following an initial regular appointment to a career service bargaining unit
6 position (This includes transfers from outside of the department).

7 **Probation Period/Promoted Employee:** All employees who are promoted serve a
8 six (6)-month probationary period from the date of promotion.

9 **Section 7.2. Probationary Period/Status of Employee.** Employees who are hired for career
10 service positions from an eligible register shall serve a probationary period of six (6) months, at
11 which time they shall become regularly appointed employees.

12 Employees who are rehired after separating for any reason (voluntary or involuntary) from
13 employment with the Department of Public Health shall be required to serve the six-month
14 probationary period upon rehire; provided, however, an employee who has been separated by reason
15 of layoff or medical separation, shall not have to serve a probationary period upon rehire if the
16 employee is rehired within one year of separation and the rehire is to a position that is in the same
17 classification and the same Division from which the employee was separated.

18 Occasional absences due to illness, vacations, and military leaves shall not result in an
19 extension of the probationary period, but upon approval of the DES or designee, an employee's
20 probationary period may be extended so as to include the equivalent of a full six (6) months of actual
21 service where there are numerous absences.

22 **A.** The probationary period shall provide the Department with the opportunity to
23 observe a new employee's work, to train and aid the new employee in adjustment to the position, and
24 to terminate any employee whose work performance fails to meet the required standards.

25 **B.** An employee shall become regular after having completed the probationary period
26 unless the individual is dismissed under provisions of Section 3 below.

27 **C.** An employee's initial probationary period may be extended up to six (6) additional
28 months by written mutual agreement between the Department, the employee, and the Union, subject

1 to approval by the DES or designee prior to the expiration of the initial six (6)-month probationary
2 period.

3 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the
4 initial probationary period after having been given written notice. The reasons for the dismissal shall
5 be filed with the DES, Human Resources Division, Labor Relations Manager and a copy sent to the
6 Union.

7 An employee dismissed during the initial probationary period shall not have the right to
8 appeal the dismissal. The employee shall not be entitled to reinstatement.

9 **Section 7.4. Probationary Period/Promotion.** A regular employee who is promoted from
10 an eligible register to a position in a higher-paid classification shall serve a six (6)-month probation
11 period.

12 A. The probationary period shall provide the Department with the opportunity to
13 observe the employee's work and to train and aid the employee in adjustment to the position.

14 B. An employee who has been promoted from one classification in a County
15 department to another classification in the Department and who fails to satisfactorily complete the
16 probation period shall be given fifteen (15) calendar days written notice prior to being returned to
17 his/her former classification subject to any applicable County personnel rules or collective bargaining
18 agreement provisions.

19 C. An employee's probation period may be extended up to three (3) additional months
20 by written mutual agreement between the Department, the employee, and the Union, prior to
21 expiration of the initial six (6)-month probationary period.

22 D. Employees who fail probation and are returned to their previous classification
23 during probationary period shall not have the right to appeal the reversion.

24 E. If an employee elects not to accept an offer of employment in a position essentially
25 the same that the employee previously held, the employee's name shall be removed from the Public
26 Health Reversion Register.

27 F. This section shall be applicable only to those Public Health positions which are
28 covered by this Agreement.

1 G. Upon appointment from a Reversion Register a Public Health employee shall be
2 paid at the step of the range which he/she normally would have received had he/she not been
3 promoted.

4 **Section 7.5. Transfers During Probationary Period.** If a probationary employee is
5 transferred in the same classification from a County department to the Department, the Department
6 may, with approval of the Human Resources Division Director of DES, or designee, require that a
7 complete six (6)-month probationary period be served.

8 A. If a probationary employee in the County or Public Health is transferred to a
9 different classification in the Department, the employee shall serve a complete six (6)-month
10 probationary period in the new classification. If a regular employee in the County or Public Health is
11 transferred to a different classification in Public Health, the employee shall serve a complete six (6) -
12 month probation period in the new classification.

13 B. Within the Department, if a regular employee is regularly appointed to a higher
14 classification while serving in a probationary period, the probationary period for the lower
15 classification and the new probationary period for the higher classification shall overlap, provided
16 that the higher and lower classifications are in the same or a closely related field. The employee shall
17 complete the terms of the original probationary period and be given regular status in the lower
18 classification.

19 C. Within the Department, if a probationary employee is regularly appointed to a
20 higher classification while serving in a probationary period, the initial probationary period and the
21 new probationary period for the higher classification shall overlap, provided the higher and the lower
22 classifications are in the same or a closely related field. The employee shall complete the term of the
23 original probationary period and be given regular standing in the lower class. In such cases where the
24 probationary period is longer than the probationary period for the higher classification, the
25 probationary period shall continue to run for the full duration of its original term and be applicable to
26 both the lower and the higher classification.

27 **Section 7.6. Health and Environmental Investigator I Probation.**

28 **A. Promotion.** The Union and the County agree that career service employees

1 occupying the bargaining unit position of H&EI I will be promoted to H&EI II upon successful
2 completion of the twelve (12) month probationary period.

3 **B. Certification Requirement.** The Union acknowledges the County's right to
4 require that successful completion of probation will include, but is not limited to, the possession of a
5 Certificate of Registration as a Registered Sanitarian (RS) or as a Registered Environmental Health
6 Specialist (REHS) certificate issued by the Washington State Board of Registered Sanitarians or
7 National Environmental Health Association. Possession of the "In-Training" status of the RS or
8 REHS shall be sufficient to satisfy the certification requirement.

9 **C. Probation Extension.** The Union and the County acknowledge that in the event a
10 H&EI I is unable to obtain the RS or REHS within one year of hire, the employee's initial probation
11 period may be extended for up to six (6) additional months as provided in Article 7 of this agreement.

12 **D. Unsuccessful Probation.** The Union and the County acknowledge that failure to
13 complete successfully the probation requirements of the H&EI I shall result in a probationary
14 separation pursuant to this Article of the agreement.

15 **Section 7.7. Performance Evaluation.**

16 **A. Evaluations.** Career service employees shall be evaluated at least once during
17 their probation period, and at least once a year thereafter. Such evaluations may be used to determine
18 acceptable performance levels, prepare work schedules, and to measure the performance of each
19 career service employee or group of employees.

20 **B. Appeal of Performance Evaluation.** Within 10 working days after the receipt of
21 the final performance evaluation, the employee may appeal the evaluation in writing, to the Division
22 Director. The written request should include the date of the evaluation, name of the supervisor who
23 performed the evaluation, the date the evaluation was received, the specific ratings or comments
24 which the employee believes are incorrect, the proposed ratings or comments the employee believes
25 should be made on the evaluation, and facts substantiating the changes requested. The employee
26 should retain a copy of this appeal and send the original to the Division Director. Upon receipt of the
27 appeal, the Division Director will have 15 working days to meet with the employee and sustain or
28 change the performance evaluation and notify, in writing, the employee of the decision. In the case

1 of a change to the evaluation, a copy of the revised evaluation is to be included with the decision. In
2 the event the issue is not resolved by the Division Director (including a failure to meet the timeline),
3 the employee may, within 15 working days, meet with the Department Director. The Department
4 Director will notify, within 5 working days, the employee of the outcome and issue a written decision.
5 The Department Director's (or designee's) decision to sustain or change the performance evaluation
6 will be final. In no event shall a failure to timely respond be construed as resulting in implementation
7 of the change sought by the employee.

8 **C. Management's Rights.** Notwithstanding the provisions in paragraphs A and B of
9 this section, the Union recognizes the County's and the Department's right to establish and/or revise
10 the Department's performance evaluation system. In establishing new and/or revising the
11 performance evaluation system, the Department shall, prior to implementation, discuss said changes
12 in a Labor/Management meeting.

13 **Section 7.8. Credit Towards Probation for Previous Service in Classification.** When an
14 employee is reclassified to a higher classification, or if an employee has performed the duties of a
15 higher classification in a special duty or temporary capacity, the Employer may allow continuous time
16 spent performing work of the higher classification to apply to the probationary requirement (e.g.,
17 three months of prior service may apply to the probationary period so that only three months remain
18 to be served to fully satisfy the probationary period).

1 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

2 **Section 8.1.**

3 A. Effective retroactively to January 1, 2008 the base wage rates are set forth in
4 Addendum A and have been increased by 90% of the increase in the U.S. Cities CPI-W from
5 September 2006 to September 2007. The salary increase is no less than 2% nor greater than 6%,
6 rounded to the nearest one-hundredth of a percent.

7 B. Effective January 1, 2009, the base wage rates set forth in Addendum A shall be
8 increased by 90% of the increase in the U.S. Cities CPI-W from September 2007 to September 2008.
9 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth
10 of a percent.

11 C. Effective January 1, 2010, the base wage rates set forth in Addendum A shall be
12 increased by 90% of the increase in the U.S. Cities CPI-W from September 2008 to September 2009.
13 The salary increase will be no less than 2% nor greater than 6%, rounded to the nearest one-hundredth
14 of a percent.

15 **Section 8.2.** The County agrees that it shall consult with the Union and allow the Union at
16 least fourteen (14) calendar days to comment before it makes changes in the class specifications
17 covering the classifications listed in Addendum A, unless a longer comment period is agreed to in
18 writing by the Union and the County; provided, however, the County agrees it will not make any
19 changes in said class specifications that would result in the elimination of jurisdiction of the Union.
20 The County will notify the Union of its final determination prior to the adoption of any modified
21 specification.

22 **Section 8.3.** The County and the Union agree that when the duties and responsibilities of a
23 position within the bargaining unit change dramatically during the term of this Agreement, the effect
24 of said change as it relates to bargaining unit jurisdiction and/or salary shall be a proper subject for
25 negotiations upon the request of either party. Such negotiations shall commence at the earliest
26 possible date thereafter.

27 **Section 8.4. Classification Studies.**

28 A. If the duties and responsibilities assigned to a position change to the extent that a

1 reclassification of the position is deemed appropriate by the DES, Human Resources Division
2 Director, or designee, the career service employee in the position shall be entitled to continue therein
3 with the classified status that the career service employee had in the position prior to its
4 reclassification, provided the employee meets the minimum qualifications for the reclassified
5 position. In instances where the reclassification results in a promotion, a competitive examination
6 will not be required, unless such reclassification is shown to be an obvious attempt to circumvent
7 promotional opportunities.

8 **B.** A position audit request may be initiated by the career service employee,
9 Department Director, or Human Resources Division Director of DES, or designee. Any resultant
10 reclassification shall be made effective on the first day of the pay period following the date the
11 completed position description questionnaire was received by DES, Human Resources Division
12 Director, or thirty (30) calendar days following the day the employee signed the position description
13 questionnaire, whichever is less.

14 **C.** Classification Appeals. All parties to this Agreement agree that all disputes
15 relating to classifications will first be submitted to the Human Resources Division Director of DES
16 for a determination. If the Union disagrees with the Human Resources Division Director's findings,
17 it may, within thirty (30) days, submit the classification issue to a neutral third party for a decision.
18 The neutral party chosen by the Human Resources Division Director of DES, or designee, and the
19 Union Representative of Local 17 and the cost of the neutral shall be borne equally by the Department
20 and the Union. The decision of the classification neutral shall be binding on all parties. All
21 classification issues (other than jurisdictional) shall be presented to the classification neutral, and will
22 not be subject to the King County Personnel Board, or binding arbitration. The panel shall meet
23 within thirty (30) days of the submission of the appeal. If the parties are unable to agree on a neutral
24 each side shall submit a name and one name shall be drawn by lot.

25 **Section 8.5. Position Classification.**

26 **A.** Every position in the bargaining unit shall be classified at the direction of the
27 County and allocated to its appropriate class in accordance with the character, difficulty, and
28 responsibility of its designated duties. Positions shall be allocated to a given class when:

- 1 1. The same descriptive title may be used to designate each position in the
- 2 class;
- 3 2. The same level of education, experience, knowledge, ability, and other
- 4 qualifications may be required of incumbents;
- 5 3. Similar tests may be used to select incumbents;
- 6 4. One schedule of compensation will apply with equity under substantially the
- 7 same employment conditions.

8 B. All classes involving the same character of work but differing as to level of

9 difficulty and responsibility shall be assembled into a class series.

10 C. Compensation or salary shall not be the sole factor in determining the classification

11 of any position or the standing of any incumbent.

12 D. In allocating any position to a class, the specification for the class shall be

13 considered as a whole. Consideration shall be given to the general duties, the specific tasks, the

14 responsibilities, the required and desirable qualifications for such position, and the relationship

15 thereof to other classes. The examples of duties set forth in such specification shall not be construed

16 as all-inclusive or restrictive, and an example of a typical task or a combination of two or more

17 examples shall not be taken, without relation to all parts of the specification, as determining that a

18 position should be included within a class.

19 E. No one whose position has been allocated to its appropriate class shall be assigned

20 or required to perform duties generally performed by persons holding positions in other classes,

21 except in case of emergency or for limited periods of time when approved by the DES, Human

22 Resources Division Director, or designee, provided that nothing in this provision shall be construed

23 as preventing the assignment of duties of a higher rank as part of a training period, or for relief

24 periods; and provided, further, the clause in any specification "and to perform related work as

25 required" shall be liberally construed.

26 F. A career service employee may be assigned to a position which carries additional

27 salary and limited additional duties or responsibilities and is within the scope of the specification for

28 the class from which assignment is made, as determined by the DES, Human Resources Division

1 Director, or designee. If the duties of a position are beyond the scope of the specification for the base
2 class, as determined by the DES, Human Resources Division Director, or designee, such position
3 must be separately classified and eligibility established by examination. A career service employee
4 assigned from the base classification to a higher classification within the base classification shall
5 begin a six-month probation period in the classification and, upon completion of the probation period,
6 shall have regular standing at the level to which assigned.

7 **Section 8.6. Status upon Reclassification.**

8 A. Whenever the title of a class is changed without a change in duties or
9 responsibilities, the incumbent shall have the same status in the retitled class as she/he held in the
10 former class.

11 B. When a position is reclassified to a class of a higher level, the DES, Human
12 Resources Division Director, or designee, may grant the incumbent of the position the same status in
13 the new class as he had in the former class, if he/she finds:

14 1. That the reason for the reclassification of the position is the gradual
15 accretion of new duties and responsibilities over a period of six (6) months or more immediately
16 preceding the effective date of said reclassification; and

17 2. That such accretion of duties has taken place during the incumbency of the
18 individual in said position. The Human Resources Division Director of DES, or designee, before
19 recognizing the status of an incumbent under the above circumstances, may require such evidence of
20 the incumbent's qualifications and fitness, and may conduct hearings, investigations, and/or
21 qualifying examinations, as he/she deems warranted.

22 C. Whenever a position is reclassified from one class to a higher class and the
23 conditions in Section 6 (B) above are not met, the incumbent shall not continue in the position, except
24 temporarily, unless he/she gains eligibility for the new class by examination and receives an
25 appointment thereto in accordance with this Agreement.

26 D. In the event a position which is a recognized assignment is changed to a separate
27 examined class, the incumbent who has regular standing in the class from which assignment was
28 made shall be recognized in the new class with the same standing the employee had in the base class

1 from which formerly assigned.

2 E. Whenever a position is reclassified from one class to a lower class, the regular
3 incumbent may, with the concurrence of the Public Health Director and the DES, Human Resources
4 Division Director, or designee, elect to take a voluntary reduction to the lower class; or at his option
5 and with the concurrence of the Public Health Director and the DES, Human Resources Division
6 Director, or designee, he/she may remain in the reclassified position for a temporary period as limited
7 by the DES, Human Resources Division Director, or designee, only until he/she can be transferred to
8 another position in the class in which he/she has regular standing.

9 **Section 8.7. Step Placement.**

10 A. Every full-time regular, part-time regular and term-limited temporary employee
11 upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the
12 position. When this results in an inequity, or when it becomes necessary because of difficulties in
13 recruitment, payment other than the first step may be authorized by the Department Director. The
14 Union shall be notified whenever, a full-time regular, part-time regular and term-limited temporary
15 employee covered by the Agreement is paid at "other than the prescribed step" as described above.

16 B. A full-time regular, part-time regular and term-limited temporary employee shall
17 be granted the first automatic step increase in salary rate upon completion of six (6) months of "actual
18 service" when hired at the first step of the salary range. Succeeding automatic step increases shall be
19 granted after twelve (12) months of "actual service" from the date of eligibility defined in terms of
20 one (1) month's service for each month of full-time employment, including paid absences.

21 This provision shall not apply to "provisional" work outside of classification, or temporary
22 employees; provided, however, for a "short-term" temporary employee who has worked in excess of
23 520 straight time hours within the previous twelve (12) month period, and who is appointed to a
24 regular position without a break in service, work performed within the previous twelve (12) month
25 period shall be counted for purpose of salary step placement. An employee who has been reclassified
26 will be given credit for pay step purposes for the continuous time worked immediately preceding the
27 reclassification for which he/she was properly paid "work outside of classification pay" per Article 9
28 of the Agreement.

1 C. For full-time regular, part-time regular and term-limited temporary employees
2 assigned salary steps other than the beginning step of the salary range, subsequent salary increases
3 within the salary range shall be granted after twelve (12) months of "actual service" from the
4 appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the salary
5 range established for the class.

6 D. In determining "actual service" for advancement in salary step, absence due to
7 sickness or injury for which the employee does not receive compensation may, at the discretion of the
8 DES, be credited at the rate of thirty (30) calendar days per year. Unpaid absences due to other
9 causes may, at the discretion of the DES, be credited at the rate of fifteen (15) calendar days per year.
10 For the purposes of this paragraph, time lost by reason of disability for which an employee is
11 compensated by Industrial Insurance or Charter disability provisions shall not be considered absence.
12 An employee who returns after layoff, or who is reduced in rank to a position in Public Health, may
13 be given credit for such prior service.

14 E. Any increase in salary based on service shall become effective upon the first day
15 immediately following completion of the applicable period of service.

16 F. **Temporary Employee Pay.** "Short term" temporary employees shall be paid for
17 all hours worked at the first pay step of the hourly rate of pay set forth within Addendum A covering
18 the classification of work in which he/she is employed. The Director of Public Health must approve
19 any exception in writing with notice to the Union.

20 G. **Changes in Incumbent Status Transfers.** An employee transferred to another
21 position in the same class or having an identical salary range shall continue to be compensated at the
22 same rate of pay until the combined service requirement is fulfilled for a step increase, and shall
23 thereafter receive step increases as provided in Section 7 (B).

24 H. **Promotions.** A career service employee appointed to a position in a class having a
25 higher maximum salary shall be placed either in the first step of the new salary range or at the step
26 which is the equivalent of two (2) steps (approximately five (5) percent) more than the employee's
27 former salary step, whichever is greater, but not to exceed the top step of the new range. This shall
28 apply only to appointments of employees from full-time regular and part-time regular positions and

1 shall not apply to appointments from positions designated as "provisional" or to temporary
2 assignments providing pay over regular salary while so assigned.

3 I. A career service employee demoted because of inability to meet established
4 performance standards from a regular full-time or part-time position to a position in a class having a
5 lower salary range shall be paid the salary step in the lower range determined as follows:

6 1. If the rate of pay received in the higher class is above the maximum salary
7 for the lower class, the employee shall receive the maximum salary of the lower range.

8 2. If the rate of pay received in the higher class is within the salary range for
9 the lower class, the career service shall receive that salary rate for the lower class which, without
10 increase, is nearest to the salary rate to which such employee was entitled in the higher class;
11 provided that the employee shall receive not less than the minimum salary of the lower range.

12 J. An employee reduced because of organizational change or reduction in force from a
13 regular full-time or part-time position to a position in a class having a lower salary range shall be paid
14 the salary rate of the lower range which is nearest to the salary rate to which he was entitled in his
15 former position without reduction, provided that such salary shall in no event exceed the maximum
16 salary of the lower range. If an employee has completed twenty-five (25) years of service with the
17 County and within five (5) years of a previous reduction in lieu of layoff to a position in a class
18 having a lower salary range, the employee shall receive the salary he or she was receiving prior to
19 such second reduction as an "incumbent" as long as he or she remains in the position or until the
20 regular salary for the lower class exceeds the "incumbent" rate of pay.

21 K. When a position is reclassified to a new or different class having a different salary
22 range, the employee occupying the position immediately prior to and at the time of reclassification
23 shall receive the salary rate which shall be determined in the same manner as for a promotion;
24 provided that, if the employee's salary prior to reclassification is higher than the maximum salary of
25 the range for such new or different class, he shall continue to receive such higher salary as an
26 "incumbent" for so long as he remains in such position or until the regular salary for the classification
27 exceeds the "incumbent" rate of pay.

28 **Section 8.8. Shift Differentials:**

1 **Night Shift** - A bargaining unit employee scheduled to work in a 24-hour facility or site
2 which is staffed for 24-hour operation shall receive a \$.75 per hour night shift differential for all
3 scheduled hours worked during the hours between 10:00 p.m. to 7:00 a.m.

4 **Evening Shift** - A bargaining unit employee shall receive a \$.50 per hour evening shift
5 differential for all hours worked after the normal business hours of 5:00 p.m.

6 Shift differential pay does not apply to employees on alternative schedules as provided in
7 Article 17.2 of this Agreement. The above differentials shall be applied to overtime rates consistent
8 with the FLSA and shall apply to time worked as opposed to time off with pay and therefore, for
9 example, the differentials shall not apply to sick leave, vacation, holiday pay, funeral leave, etc.

10 **Section 8.9. Bilingual Premium Pay**

11 Employees may be assigned in writing to provide bilingual, interpreter and/or translation
12 services to the Department and compensated a premium of \$50 dollars per month. This assignment
13 will be renewed annually and may be terminated at anytime. It is understood by the parties that the
14 work performed by the bi-lingual speaker provided for under this Section shall not supplant the work
15 of the Medical Interpreter/Translator.

16 Employees who receive the pay shall be required to take a language interpreter certification
17 provided by Washington State. Employees who at the time this Agreement is implemented that do
18 not possess the language interpreter certification shall have one year to acquire the certification.
19 During the one year period employees shall be compensated the premium rate of pay. The
20 Department shall pay for the exam fee and paid release time to take the exam.

21 **Section 8.10. Bilingual Positions.** In the interest of creating a more client-centric
22 environment, Local 17 and the County agree to recognize certain key positions, in the Medical
23 Assistant, Nutrition Assistant and Administrative Specialist 2 (AS II) classifications, at Public Health
24 Centers as dedicated bilingual positions.

25 These positions will be hired with a requirement of not only proficiency in the classification
26 but a bilingual ability. It is the intent of the County to fill only vacancies with these positions – there
27 will be no forced transfers or layoffs to create open bilingual positions. The positions are limited to
28 the Community Health Services Division and the Tuberculosis (TB) and Sexually Transmitted

1 Disease (STD) clinics in the Prevention Division (currently located in Harborview). A limited
2 number of positions at each center (satellite locations are considered part of the center that supports
3 them) will be as follows:

4 • At Downtown, Columbia, Eastgate and North Public Health Centers there may be 7
5 total positions with no more than 4 AS II positions designated as bilingual.

6 • At all other Public Health Centers, there may be 3 total positions with no more than
7 2 AS II positions dedicated as bilingual.

8 • The STD and TB clinics will each be limited to 3 positions with no more than 2 AS
9 II positions dedicated as bilingual.

10 If Public Health Centers are merged, without a corresponding reduction in staffing, then there
11 will be no decrease in the number of bilingual positions as existed prior to the merging of the sites.

12 In the event of layoff, bilingual positions may be bumped by classification only if the
13 employee bumping meets the language requirement for the position. Bilingual position holders must
14 bump within the bilingual positions first then, once those opportunities are exhausted, may bump into
15 other positions in the classification description.

16 Bilingual positions will be compensated at 2.5% above the base rate of pay.

17 **Section 8.11. Student Preceptor Assignment.** A Preceptor is a Social Worker, Pharmacist,
18 Nutritionist, or Medical Technologist with at least one year of continuous relevant experience who is
19 assigned in writing the specific responsibility for planning, organizing, teaching, and evaluating the
20 new skill development of a student intern employed by the Department who is participating in a
21 specific Preceptor Program. Inherent in the Preceptor role is the responsibility for specific, criteria-
22 based, and goal directed education for a defined time period. Employee's assigned as preceptors shall
23 receive \$1.00 dollar per hour more than their normal hourly rate.

1 **ARTICLE 9: SPECIAL DUTY**

2 **Section 9.1.**

3 A. Pursuant to KCC 3.15.140, as amended, full-time regular or part-time regular
4 employees may be assigned to temporarily work in an existing higher-level classification (Special
5 Duty). Whenever a full-time regular or part-time regular employee is assigned by the Department
6 Director or designee to perform the duties of a higher paid classification he/she shall be paid either in
7 the first step of the new salary range or at the step which is the equivalent of two (2) steps
8 (approximately five (5) percent).

9 **Section 9.2. Work in a Lower Classification.** Full-time or part-time employees covered by
10 this Agreement may be temporarily assigned to perform the duties of a lower classification without a
11 reduction in pay.

12 **Section 9.3. Leave Benefits for Employees Working Outside of Classification.** If a full-
13 time regular or part-time regular employee is assigned by the Department Director or designee,
14 pursuant to this Article, to perform the duties of a higher classification on a continuous basis in
15 excess of sixty (60) calendar days, he/she thereafter, while still assigned at the higher level, will be
16 compensated for sick leave, vacation, and holidays at the rate of the assigned higher classification.

17 **Section 9.4. Lead Worker.**

18 A. **Lead Worker Duties.** Full-time or part-time employees may receive Lead Worker
19 pay for the duration of the assignment or until properly assigned to Special Duty pursuant to Section 1
20 above only for work performed where a higher-level classification does not exist.

21 **Section 9.5. Rotation of Work Outside of Classification.** The purpose of special duty
22 assignments is to provide necessary backfill of vacant positions or perform necessary short-term work
23 projects. However, the County and the Union recognize that special duty assignments can have a
24 potential career development benefit to employees by enhancing experience for those wishing to
25 advance in their career path. Therefore, when possible, special duty assignments will be made to a
26 full-time regular or part-time regular employee on a rotation basis among qualified employees in the
27 Department. A normal rotation shall be no longer than six (6) months. An employee shall not serve
28 more than two (2) rotations unless there are no other qualified employees, there are no volunteers or

1 in the judgment of the Department, it would be in the best interest of the County for the assignment
2 not to be rotated. The justification not to rotate after the first rotation will be provided to the
3 employee and the union prior to the second rotation.

4 Assignments made under this section that extend beyond thirty (30) calendar days shall be
5 advertised on the Public Health website for a minimum of five (5) consecutive working days. Special
6 Duty shall be assigned on a voluntary basis upon the part of the employee. The parties agree to limit
7 grievances arising under this section to the first three steps of the grievance procedure.

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1 **ARTICLE 10: ANNUAL VACATION**

2 **Section 10.1. Regular Pay Status Definition.** "Regular pay status" is defined as regular
3 straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory
4 time, and sick leave.

5 **Section 10.2. Effective upon implementation of this Agreement,** annual vacations with pay
6 shall be granted to eligible Public Health employees computed at the rate shown in the table below
7 based on the employee's adjusted service date. Vacation accrual for an employee who works other
8 than the full time schedule standard to his or her work unit shall be prorated to reflect his or her
9 normally scheduled work week.

10

11 **EQUIVALENT ANNUAL VACATION**

12 **FOR FULL-TIME EMPLOYEE**

13 Years of Service	14 Working Days Per Year
15 0 through end of Year 5	12
16 Beginning of Year 6	15
17 Beginning of Year 9	16
18 Beginning of Year 11	20
19 Beginning of Year 17	21
20 Beginning of Year 18	22
21 Beginning of Year 19	23
22 Beginning of Year 20	24
23 Beginning of Year 21	25
24 Beginning of Year 22	26
25 Beginning of Year 23	27
26 Beginning of Year 24	28
27 Beginning of Year 25	29
28 Beginning of Year 26 and beyond	30

29 **Section 10.3. Maximum Accrual.** Full-time regular, part-time regular and term-limited
30 temporary employees may accrue up to a maximum of 480 hours of vacation. Such employees shall

1 use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure
2 to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation
3 leave beyond the maximum amount unless the appointing authority has approved a carryover of such
4 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the
5 best interests of the County.

6 **Section 10.4. Use of Vacation.** Full-time regular, part-time regular and term-limited
7 temporary employees may use accumulated vacation with pay after completing their first six (6)
8 calendar months of benefited King County employment.

9 **Section 10.5. Cancellation of Vacation.** In the event that the Department cancels an
10 employee's already scheduled and approved vacation, leaving no time to reschedule such vacation
11 before the employee's maximum balance will be reached, the employee's vacation balance will be
12 permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a
13 period of up to three (3) months if such exception is approved by both the Department Director and
14 the Human Resources Division Director of DES in order to allow rescheduling of the employee's
15 vacation. In such cases, the Department Director shall provide the Human Resources Division
16 Director with the circumstances and reasons leading to the need for such an extension. No extension
17 of this grace period will be allowed.

18 **Section 10.6. Minimum Vacation Allowance.** The minimum vacation allowance to be
19 taken by an hourly employee shall be one-half (1/2) hour.

20 **Section 10.7. Vacation Cash-out.** Full-time regular, part-time regular and term-limited
21 temporary employees who leave the County's service for any reason after more than six (6) months
22 service shall be paid in a lump sum for any unused vacation he/she has previously accrued, not to
23 exceed the maximum provided in Section 3.

24 **Section 10.8. Vacation Cash-out upon Death of Employee.** Upon the death of a leave
25 eligible employee, pay shall be allowed for any vacation earned, not to exceed the maximum provided
26 in Section 3.

27 **Section 10.9. Use of Vacation for Medical Reasons.** Where a leave eligible employee has
28 exhausted his/her sick leave balance, Management may require the use of vacation time or leave

1 without pay. In the case where vacation time use is mandated a written explanation of that decision
2 will be provided to the employee.

3 **Section 10.10. Vacation Usage Prior to Leave of Absence.** In all other instances employees
4 must use all accrued vacation prior to beginning a leave of absence unless an exception is approved
5 by the DES, except that employees who are called to active military service or who respond to
6 requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their
7 option, use accrued vacation in lieu of taking a leave of absence without pay.

8 **Section 10.11. Vacation Scheduling.** The Department Director shall arrange vacation time
9 for employees on such schedules as will least interfere with the functions of the Department but
10 which accommodate the desires of the employee to the greatest degree feasible.

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1 **ARTICLE 11: HOLIDAYS**

2 **Section 11.1. Holidays Observed.** The following day 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	Day immediately following
14 Christmas Day	December 25
15 Two (2) Personal Holidays	

16

17 Whenever any holiday specified above falls upon a Sunday, the following Monday shall be
18 considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding
19 Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or
20 Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday)
21 for employees who are regularly scheduled to work those days. Payment pursuant to Section 4 shall
22 be made only once per affected employee for any one holiday.

23 **Section 11.2. Personal Holidays.**

24 **A.** Full-time regular, part-time regular and term-limited temporary employees shall be
25 granted two personal holidays to be administered through the vacation plan. One day shall be granted
26 on the first of October and one day shall be granted on the first of November.

27 **B.** Personal holidays shall be administered through the vacation plan and shall be used
28 in the same manner as any vacation day earned.

1 **Section 11.3. Holiday Paid Recognized as Time Worked for Overtime Calculations.**

2 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining
3 weekly overtime.

4 **Section 11.4. Work on a Holiday.** Full-time regular, part-time regular and term-limited
5 temporary employees who work on a holiday shall be paid for the holiday at their regular straight-
6 time hourly rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times
7 their regular straight-time hourly rate of pay for hours worked.

8 **Section 11.5. Holiday Pay Qualifications.** To qualify for holiday pay, full-time regular,
9 part-time regular and term-limited temporary employees covered by this Agreement must have been
10 on the payroll prior to the holiday and on pay status the normal workday before and the normal
11 workday after the holiday; provided, that employees returning from unpaid leave starting work the
12 day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

13 **Section 11.6. Pro-ration of Paid Holiday for Part-time Employees.** A regular part-time
14 employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon
15 straight time hours compensated during the pay period immediately prior to the pay period in which
16 the holiday falls.

17 **Section 11.7. Holiday Pay for Employees on Alternative Work Schedules.** Employees
18 scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more
19 than ninety-six (96) holiday hours (includes Personal Holidays) per year, eighty-four (84) hours for
20 employees on a thirty-five (35) hour work week. Employees working alternative work schedules
21 whose departments close on a designated holiday shall be allowed to cover the hours beyond the
22 normal holiday allowance by using accrued but unused time off (vacation or compensatory time) or
23 take leave without pay, or by mutual agreement with the supervisor, the employee shall be allowed to
24 work to make up the hours during that same work week. In no event will the rescheduling of hours in
25 this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday
26 falls on an employee's regularly scheduled day off, the employee will have the option of receiving the
27 holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day off
28 within thirty (30) days of the actual holiday.

1 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**
2 **LEAVE, AND LEAVES OF ABSENCE**

3 **Section 12.1. Sick Leave Accumulation.**

4 Full-time regular, part-time regular and term-limited temporary employees covered by this
5 Agreement shall accumulate sick leave credit at the rate of .04616 hours for each hour on regular pay
6 status as shown on the payroll, but not more than forty (40) hours per week. New employees shall not
7 be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate
8 sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide
9 cases of:

- 10 A. Illness or injury, which prevents the employee from performing his/her regular
11 duties.
- 12 B. Disability of the employee due to pregnancy and/or childbirth.
- 13 C. Employee medical or dental appointments.
- 14 D. Sick leave credit may also be used for care of family members in accordance with
15 the Family Care Act, RCW 49.12.270, or the provisions contained in Article 14.
- 16 E. School Volunteering (see Section 6)

17 Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit
18 may be accumulated. Upon retirement, thirty-five percent (35%) of a full-time regular, part-time
19 regular and term-limited temporary employee's unused sick leave credit accumulation can be applied
20 to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his
21 retirement.

22 **Section 12.2. Compensation for Sick Leave Absence.** Compensation for the first four (4)
23 days of absence shall be paid upon approval of the Public Health Director or designee. In order to
24 receive compensation for such absence, employees shall make themselves available for such
25 reasonable investigation, medical or otherwise, as the Public Health Director or designee shall see fit
26 to have made. Compensation for such absences beyond four (4) continuous days shall be paid only
27 after approval of the DES, Human Resources Division Director, or designee of a request from the
28 employee supported by a report of the appropriate health care practitioner.

1 **Section 12.3. Conditions Not Covered.** Employees shall not be eligible for sick leave:

2 A. when suspended or on leave without pay and when laid off or on other unpaid
3 status; or

4 B. when off work on a holiday.

5 **Section 12.4. Prerequisites for Payment.**

6 A. **Prompt Notification.** The employee shall promptly notify his/her immediate
7 supervisor, by telephone or otherwise, on his/her first day off due to illness and each day thereafter,
8 unless advised otherwise by the immediate supervisor. If an employee is on a special work schedule,
9 particularly where a relief replacement is necessary if he/she is absent, he/she shall notify his/her
10 immediate supervisor as far as possible in advance of his/her scheduled time to report for work.

11 B. **While on Paid Vacation or Compensatory Time Off.** If an employee is injured
12 or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that
13 time, he/she shall notify the Department on the first day of disability, either by telephone or telegraph,
14 or by letter postmarked the first day of disability. However, if it is physically impossible to give the
15 required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by
16 an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of
17 illness or disability, while on vacation or compensatory time off, must be presented regardless of the
18 number of days involved.

19 C. **Claims to be in Hours.** Sick leave shall be claimed in hours to the nearest one-
20 tenth of an hour for hourly employees, a fraction of less than one-tenth of an hour being disregarded.

21 D. **Limitations of Claims.** All sick leave claims shall be limited to the actual amount
22 of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by
23 an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the
24 pay period immediately preceding his/her illness or disability. It is the responsibility of the
25 Department to verify sick leave accounts and credit appropriately.

26 **Section 12.5. Wellness Incentive.** Full-time regular, part-time regular and term-limited
27 temporary employees who have been employed for a full calendar year within the bargaining unit who
28 during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is not

1 counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave to
2 be used as personal vacation days in the next calendar year. This benefit shall be prorated for part-
3 time employees.

4 **Section 12.6. Leave For School Volunteer Service.** King County and the Department shall
5 allow the use of up to three (3) days of sick leave a year to each employee covered by this agreement
6 for the performance of volunteer services at a school. Employees requesting to use sick leave for this
7 purpose shall submit such request in writing specifying the name of the school and the nature of the
8 volunteer services to be performed.

9 **Section 12.7. Industrial Injury.**

10 A. Effective January 1, 1996 all employees shall be covered by the County's
11 Industrial Insurance Program except that any claim filed under the City's Industrial Insurance
12 Program prior to the date of transfer Date, whether still open or reopened after that date, shall
13 continue to be administered by the City of Seattle under its program. Appeals of any denials under
14 this Article shall be made through the Department of Labor and Industries as prescribed in Title 51
15 RCW.

16 **B. Salary on Worker's Compensation/Assignment to Rehabilitative Training.** If
17 an employee is injured on the job and requires immediate medical treatment, the employee will be
18 compensated in full for the rest of the workday without being required to use sick leave or vacation
19 leave. The employee can use accrued sick leave if the injury requires the employee to miss any
20 scheduled workdays in the first three calendar days after the injury. If the employee's disability
21 period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as
22 determined by the Safety and Claims Management Division. Sick leave pay will be used to
23 supplement industrial insurance benefits in an amount that is necessary to maintain the employee's
24 regular net pay. Any earned vacation leave may be used in a like manner after sick leave is
25 exhausted. An employee who is assigned to rehabilitative training will be compensated as
26 determined by the Safety and Workers' Compensation Administrator.

27 **Section 12.8. Bereavement/Funeral Leave.**

28 All employees except for short-term temporary employees and administrative interns shall be

1 entitled to three working days of bereavement leave per occurrence due to the death of members of
2 their immediate family. Regular part-time employees shall be entitled to bereavement leave in the
3 same proportion as the number of hours worked is to the number of hours scheduled for a full time
4 position. For purposes of this section, "immediate family" means spouse, child, parent, son-in-law,
5 daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent, sibling,
6 grandparent or grandchild of the spouse or domestic partner.

7 **A. Use Of Sick Leave For Bereavement Purposes.** Full time regular, part-time
8 regular and term-limited temporary employees who have exhausted their bereavement leave shall be
9 entitled to use sick leave in the amount of three days for each instance when death exists to a member
10 of the employee's immediate family. One day of sick leave per year may be used for the attendance
11 of a funeral of other than a member of the employee's immediate family. In cases of family death
12 where no sick leave benefit is authorized or exists, an employee may be granted leave without pay.

13 **B. Holidays and Regular Days Off.** In the application of any of the foregoing
14 provisions, holidays or regular days off falling within the prescribed period of absence shall not be
15 charged.

16 **Section 12.9. Leaves of Absence.**

17 This section applies to non-protected leave as opposed to family and medical leave that does
18 not require director approval.

19 **A.** An unconditional leave of absence without pay for a period not exceeding sixty
20 (60) consecutive days may be granted by the Public Health Director.

21 **B.** A request for a leave of absence longer than sixty (60) days bearing the favorable
22 recommendation of the Public Health Director may be granted by the DES.

23 **C.** No employee shall be given leave to take a position outside the County's service
24 for more than sixty (60) days in any calendar year, except where it appears in the best interests of the
25 County.

26 **D.** Leaves of absence of more than sixty (60) days may be conditional or
27 unconditional with any conditions set forth in writing at the time the leave is approved.

28 **E.** All requests for leaves of absence are to be requested in writing as far in advance

1 as possible, stating all pertinent details and the amount of time requested.

2 F. At the expiration of the authorized unconditional leave of absence, a member of the
3 bargaining unit shall resume his/her same class of work; however, standing and service credit shall be
4 frozen at the commencement of the leave of absence and shall not continue to accrue until the
5 employee returns from said leave.

6 G. An employee elected or appointed to office in the Union which requires a part or
7 all of their time may upon application be given a leave of absence without pay for up to one (1) year.

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1 **ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE**

2 **Section 13.1. Leave for Organ Donors.** The Department shall allow employees eligible for
3 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
4 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
5 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
6 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;
7 provided that the employee shall:

8 1. Give the Department reasonable advance notice of the need to take time off from
9 work for the donation of bone marrow, a kidney, or other organs or tissue, if there is a reasonable
10 expectation that the employee's failure to donate may result in illness, injury, pain or the eventual
11 death of the identified recipient.

12 2. Provide written proof from an accredited medical institution, organization or
13 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
14 or to participate in any other medical procedure where the participation of the donor is unique or
15 critical to a successful outcome.

16 **Section 13.2.** Time off from work for the purposes set out above in excess of five (5)
17 working days shall be subject to existing leave policies contained in this Agreement.

18 **Section 13.3. Donation of Vacation and Sick Leave.** Employees may donate leave to other
19 County employees in accordance with King County Ordinance.

20 **A. Vacation leave hours.**

21 1. Any full-time regular employee or part-time regular employee, who is
22 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
23 accrued vacation leave to a full-time regular employee or part-time regular employee who is
24 employed at least half-time and receives vacation and sick leave. Such donation will occur upon
25 written request to and approval of the donating and receiving employees' department director(s),
26 except that requests for vacation donation made for the purposes of supplementing the sick leave
27 benefits of the receiving employee shall not be denied unless approval would result in a departmental
28 hardship for the receiving department.

1 2. The number of hours donated shall not exceed the donor's accrued vacation
2 credits as of the date of the request. No donation of vacation hours shall be permitted where it would
3 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

4 3. Donated vacation leave hours shall normally be used within ninety (90)
5 calendar days following the date of donation. Donated hours not used due to the death of the
6 receiving employee, shall revert to the donor. Donated vacation leave hours shall be excluded from
7 vacation leave payoff provisions contained in this Agreement. For purposes of this section, the first
8 hours used by an employee shall be accrued vacation leave hours.

9 **B. Sick leave hours.**

10 1. Any full-time regular employee or part-time regular employee who is
11 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
12 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at
13 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving
14 employees' department director(s).

15 2. No donation shall be permitted unless the donating employee's sick leave
16 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
17 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
18 year.

19 3. Donated sick leave hours must be used within ninety (90) calendar days.
20 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
21 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
22 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
23 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

24 C. All donations of vacation and sick leave made under this agreement are strictly
25 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
26 compensation or benefits in exchange for donating vacation or sick leave hours.

27 D. All vacation and sick leave hours donated shall be converted to a dollar value
28 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be

1 divided by the receiving employee's hourly rate to determine the actual number of hours received.
2 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
3 hourly rate at the time of reversion.
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1 **ARTICLE 14: FAMILY AND MEDICAL LEAVE**

2 **Section 14.1.** Family and Medical Leave shall be granted in accordance with King County
3 Code 3.12.220, Federal and State law.

4 **Section 14.2.** Family leave may be taken on a reduced schedule if:

5 A. The total allowable eighteen (18)-week period does not exceed thirty-six (36)
6 consecutive work weeks, and

7 B. The leave is scheduled so as to not unduly disrupt the Department's operations.

8 **Section 14.3.** An employee may substitute accrued vacation leave or sick leave for the
9 corresponding portion of unpaid family leave.

10 **Section 14.4.** An employee planning to take family leave to care for a birth or adoptive child
11 must provide prior written notice to his/her division manager of the expected birth or adoption in a
12 time which is reasonable and practical.

13 **Section 14.5.** If foreseeable, an employee planning to take family leave to care for a family
14 member with a serious health problem must make a reasonable effort to schedule the leave so as not
15 to unduly disrupt the employing unit's operations, and provide prior written notice of the expected
16 leave in a time which is reasonable and practical.

17 **Section 14.6.** An employee who exercises any right to family leave is entitled, upon return
18 from leave or during any period of reduced leave schedule, subject to bona fide layoff provisions, to:

19 A. The same position he/she held when the leave commenced; or

20 B. A position with equivalent status, benefits, pay and other terms and conditions of
21 employment; and

22 C. The same seniority accrued before the date on which family leave commenced.

23 **Section 14.7.** King County will maintain its contribution for health benefits for the employee
24 during the period of family leave.

25 **Section 14.8.** Failure of the employee to return to work from family leave on the specified
26 date shall normally constitute a quit.

27 **Section 14.9. Limited duty assignment policy due to pregnancy.**

28 A. It is the policy of King County to recognize that pregnancy is a normal event in a

1 woman's life and that provisions shall be made to provide all female employees the opportunity to
2 continue to participate in the work force during and up to three months after a pregnancy.

3 B. A female employee, who upon the advice of her physician cannot safely perform
4 all of the normal duties of her job due to pregnancy and who indicated a desire to continue working
5 prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon
6 concurrence of the DES, Human Resources Division Director, receive consideration for temporary
7 reassignment. The County shall, where reasonably possible, accommodate a female employee's
8 desire for medically approved continued employment during pregnancy and up to three months
9 thereafter via one or more of the three alternatives listed. The first alternative shall have preference
10 and assignments and/or reassignments shall be given within an employee's department where
11 possible. The King County Department of Executive Service, Human Resources Division
12 Management shall be responsible for coordination of the following limited duty alternatives.

13 1. Temporary assignment to limited duties within the employee's
14 classification;

15 2. Temporary reassignment of the employee to a similar classification with
16 equal pay for which the employee is qualified.

17 Only if the King County Department of Executive Services Management concurs that an
18 employee cannot reasonably be accommodated by (1) or (2) listed above, temporary reassignment of
19 the employee can be made to another classification for which the employee is qualified but with
20 lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her
21 normal job classification.

22 C. The budget office shall determine and facilitate any necessary interfund transfers
23 when an employee is temporarily reassigned to another department.

24 **D. Limitations.**

25 1. Temporary assignments and/or reassignments made pursuant to this section
26 shall be limited to the period of temporary incapacity caused by pregnancy both before childbirth and
27 upon return to work, all prior to the time when released by the employee's physician to return to full
28 duty.

1 2. For the purpose of this section, temporary incapacity is defined as the period
2 during which because of pregnancy the employee cannot perform all of her regular duties but is
3 capable of performing a temporary limited duty assignment provided by the County as listed in (B) of
4 this section and in no instance shall such temporary incapacity last longer than three (3) months after
5 termination of the pregnancy.

6 3. Female employees shall continue to be eligible for paid leave and leave
7 without pay during the period of temporary disability due to pregnancy, pregnancy related conditions,
8 and parenting.

9 **E. Procedures.** The King County Personnel Guidelines shall be used to implement
10 limited duty assignments due to pregnancy including verification of the medical basis for the limited
11 duty request.

1 **ARTICLE 15: UNION REPRESENTATIVES**

2 **Section 15.1. Visitation.** The Executive Director or Union Representative of the Union may,
3 after notifying the Public Health official in charge, visit the work location of employees covered by
4 this Agreement at any reasonable time for the purpose of investigating grievances. Such
5 representative shall limit his/her activities during such investigations to matters relating to this
6 Agreement. Department work hours shall not be used by employees or Union representatives for the
7 conduct of Union business or the promotion of Union affairs.

8 **Section 15.2. Shop Stewards.** The Executive Director and/or representatives shall have the
9 right to appoint a steward at any location where members are employed under the terms of this
10 Agreement. The Department shall be furnished with the names of stewards so appointed.
11 Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public
12 Health Human Resources with a list of those employees who have been designated as shop stewards.
13 Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are
14 observed, and he/she shall be allowed reasonable time to perform these duties during regular working
15 hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the
16 grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop
17 stewards countermand orders of or directions from the Department officials or change working
18 conditions.

19 **Section 15.3. Excessive Steward Activities.** Any charges by management which indicate
20 that a shop steward or Union representative is spending an unreasonable amount of time in handling
21 grievances or disputes or performing other duties for the Union shall be referred to the DES, Human
22 Resources Division Director, or a designee for discussions with the Executive Director or designee.
23 The County shall have the right to require the Union to refrain from excessive activities or, if after
24 discussion with the Executive Director or designee, the shop steward or Union representative
25 continues to spend an unreasonable amount of time handling grievances and disputes, management
26 may require written authorization from the steward's supervisor for these activities.

27 **Section 15.4. Meeting Rooms.** Where allowable and after prior arrangements have been
28 made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose

1 of conducting Union business, where such activities would not interfere with the normal work of the
2 Department.

3 **Section 15.5. Quarterly Shop Steward Meetings.** General shop steward meetings may
4 occur during regular business hours on a quarterly basis. Up to 2 hours paid release time will be
5 provided quarterly for no more than 20 shop stewards.

6 **Section 15.6. Release Time for Appeals.** Any individual member in one of the bargaining
7 units who is directly involved through his/her individual appeal, in a matter being reviewed by the
8 King County Personnel Board shall be allowed time during working hours without loss of pay to
9 attend such meeting if called to testify.

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1 **ARTICLE 16: SAFETY STANDARDS**

2 **Section 16.1. Safety Standards.** All work shall be done in a competent and safe manner and
3 in accordance with the state of Washington Safety Codes. Where higher standards are specified by
4 the County than called for as minimum by state codes, the County's standards shall prevail.

5 **Section 16.2. Safety Rule Compliance.** At the direction of the County, it is the duty of
6 every employee covered by this Agreement to comply with established safety rules, promote safety
7 and to assist in the prevention of accidents. All employees covered by this Agreement are expected to
8 participate and cooperate in the overall Department Safety Program.

9 **Section 16.3. Safe Working Conditions.** The Department of Public Health shall provide
10 safe working conditions in accordance with WISHA and OSHA.

11 **Section 16.4. Release Time for Safety Meetings.** Each steward will be allowed time off
12 with pay to attend Department safety meetings, pertinent to their work location as scheduled by the
13 Department.

1 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

2 **Section 17.1. Work Week.**

3 A. Eight (8) hours shall constitute a normal workday and five (5) consecutive days a
4 normal workweek.

5 B. Those employees on an established thirty-five (35) hour workweek retain a thirty-
6 five (35) hour workweek unless mutually agreed between the employee and supervisor. Overtime
7 exempt employees on an established thirty-five (35) hour workweek will retain a thirty-five (35) hour
8 workweek unless mutually agreed between employee and supervisor. When management deems it
9 necessary, work schedules may be established other than the normal Monday through Friday
10 schedule.

11 **Section 17.2. Alternative Work Arrangements.**

12 A. The Department of Public Health supports the availability of alternative work
13 schedules or telecommuting arrangements for its employees, and, to that end, shall give serious
14 consideration to requests for alternate workweek arrangements. An alternative work schedule is
15 defined as any schedule of hours of work other than the traditional five eight-hour days within a
16 seven-day workweek. Examples of alternative work schedules include but are not limited to:

- 17
- 18 • Four 10-hour work days
 - 19 • A 9/8-off alternating work week schedule. (The record keeping time-sheet for this
20 schedule must be one which meets the FLSA standards dividing between two work weeks mid shift
on the fifth day of work which is either 8 hour or a day off.)

21 In administering the alternative work schedule, the following working conditions shall prevail:

- 22
- 23 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
 - 24 • Holidays shall be granted in accordance with Article 11 of this Agreement;
 - 25 • Employee participation shall be on a voluntary basis.

26 **B. Appeal of Denial or Termination of Alternative Work Arrangement.** Review
27 and appeal of the denial or termination of an alternative work arrangement shall be as set forth in this
28 section. Any employee whose alternative work arrangement is terminated or denied may request a
written explanation for the decision, provided that request is made within 10 business days of notice

1 of the denial or termination. When an employee has requested a written explanation, the decision
2 maker shall provide an explanation to the employer and the Union in writing within 10 business days
3 of receiving the request. Upon receiving the written explanation, the employee shall have 10 business
4 days to appeal in writing to the Division Manager (or higher, if the Division Manager made the initial
5 written explanation). The Division Manager shall, within 10 business days of receipt of the written
6 appeal, provide a written response. The ultimate decision of whether to grant or deny the appeal will
7 remain with the Division Manager (or higher, if the Division Manager made the initial written
8 explanation) and shall not be subject to the grievance process of this Agreement.

9 **Section 17.3. Notice prior to an Involuntary Change in Schedule.** Thirty (30) days
10 advance notice shall be afforded employees when involuntary permanent changes to a regular
11 schedule are required by the Department. The Department agrees to avoid frequent schedule changes.

12 **Section 17.4. Temporary Schedule Changes.** Management may require an employee to
13 change their weekly schedule to include weekend work on a temporary basis with the following
14 limitations:

15 A. Affected employee will be provided with a ten (10) working day notice of schedule
16 change.

17 B. Management may only make a maximum of four (4) schedule changes per year.

18 C. Any schedule change that includes weekend work will require that affected
19 employees be awarded one (1) hour of compensatory time for each weekend worked.

20 **Section 17.5. Overtime.**

21 A. All work performed in excess of forty (40) hours in any work week shall be
22 considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the
23 hourly regular rate of pay.

24 B. Employees may make necessary adjustments, when approved by the Health
25 Department, in their normal work hours required to fulfill their job responsibilities within a forty
26 (40)-hour week without overtime compensation.

27 C. Time counted towards the overtime calculation shall include straight time worked,
28 vacation leave, compensatory time leave, and holiday leave.

1 **Section 17.6. Overtime Work Assignment.** When necessary, management can require an
2 employee to perform work outside of his/her regularly scheduled work shift unless health problems
3 prohibit the employee from performing such work. When possible, overtime work will be assigned to
4 employees on a rotation basis within a class series among qualified employees in the work unit on the
5 shift where such overtime work is to be performed. Work scheduled for weekends or holidays shall
6 be a minimum four (4) hours scheduled, unless agreed otherwise by the employee.

7 For Information Systems Professionals, overtime will be assigned on a voluntary basis,
8 whenever possible. Information Systems Professionals will be paid overtime for work at home and at
9 Public Health sites in support of production systems resolution or as approved by management on a
10 case-by-case basis in support of fulfilling critical project deadlines, emergency situations or when
11 completion of work will eliminate additional travel on the following day/week.

12 **Section 17.7. Overtime Payment.** Overtime which has been specifically directed by an
13 employee's immediate supervisor shall be paid at the rate of one and one-half (1-1/2) times the
14 employee's regular straight-time hourly rate of pay or by mutual consent compensated for by
15 compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked. This
16 provision also applies to Environmental Health Senior Professional Employees and Information
17 Systems Professionals, who will obtain approval from an immediate supervisor who is not a member
18 of the bargaining unit prior to working overtime.

19 Those employees on a thirty-five (35) hour workweek will receive straight-time pay between
20 thirty-five (35) and forty (40) hours worked and overtime at one and one-half (1-1/2) times regular
21 straight-time hourly rate for hours worked beyond forty (40) hours in a week.

22 **Section 17.8. Compensatory Time Off.** For overtime eligible employees covered by this
23 Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent
24 between the employee and his/her supervisor, compensated for by compensatory time off at the
25 applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act
26 (FLSA). Employees cannot be required to accept compensatory time in lieu of overtime pay. An
27 employee's accrued compensatory time balance must not exceed eighty (80) hours at any time.

28 **Section 17.9. Rest Period.** Employees covered by this Agreement shall be provided fifteen

1 (15)-minute rest periods consistent with County policy.

2 **Section 17.10. Meal Period.** Employees covered by this Agreement shall be provided an
3 uncompensated meal period of a minimum of thirty (30) minutes but not to exceed one (1) hour.

4 **Section 17.11. Meal Reimbursement.**

5 A. When an employee is specifically directed by the Department to work two (2)
6 hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight
7 (8) hours and the employee actually purchases a reasonably priced meal away from the employee's
8 place of residence as a result of such additional hours of work, the employee shall be reimbursed for
9 the "reasonable cost" of the meal in accordance with County Ordinance. In order to receive
10 reimbursement, the employee must furnish the Department of Public Health with a receipt for the
11 meal no later than the beginning of his/her next regular shift; otherwise the employee shall be paid a
12 maximum of six dollars (\$6.00) in lieu of reimbursement for the meal.

13 B. The Department of Public Health shall not reimburse for the cost of alcoholic
14 beverages.

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

17 D. When an employee is called out in an emergency to work two (2) hours or longer
18 of unscheduled overtime immediately prior to his/her normal work shift, said employee shall be
19 eligible for meal reimbursement pursuant to this Section. Any time spent in excess of (30) thirty
20 minutes consuming a meal where the employee is completely relieved of duties shall be without
21 compensation.

22 **Section 17.12. Standby Duty.** Whenever an employee covered by this Agreement is placed
23 on standby duty by the Department of Public Health, the employee shall be available to respond to
24 emergency calls and, when necessary, return immediately to work. Employees who are placed on
25 standby duty by the Department of Public Health shall be paid at the rate of ten (10) percent of the
26 employees' straight time hourly rate of pay for all hours assigned. When an employee is required to
27 return to work while on standby duty, the standby pay shall be discontinued for the actual hours on
28 work duty and compensation shall be provided in accordance with this Article.

1 **Section 17.13. Emergency Call Back.** An overtime eligible employee covered by this
2 Agreement who is called back to work after completion of his/her regular shift or workweek shall be
3 granted a minimum of two (2) hours' pay at the rate of one and one half (1-1/2) times the employees
4 regular hourly rate of pay or, upon mutual consent, the applicable compensatory equivalent.

5 **Section 17.14. FLSA Exempt Employees Provision.** Exempt employees include all
6 Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment
7 Supervisors working in the Department of Community and Human Services and certain other persons
8 classified in Emergency Medical Services. These employees are eligible to receive Executive Leave
9 pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration
10 and Professional Employees (Executive Policy PER 8-1-2). These positions will enjoy all relevant
11 rights under the contract except for overtime and shift premiums.

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1 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**

2 **PRIORITY**

3 **Section 18.1. Definitions.** The following definitions shall apply for the purposes of
4 administering this Article.

5 **A. Classification seniority** is defined as total regular straight-time hours worked in
6 current classification plus paid time off such as vacation time, holiday time off, compensatory time,
7 and sick leave for current bargaining unit positions prior to December 15, 2004. Career Service
8 employees hired after December 15, 2004 into bargaining unit positions or bargaining unit employees
9 who have terminated and returned after December 15, 2004, shall have their classification seniority
10 calculated on the basis of career service hours worked without a break in service calculated
11 prospectively from their date of hire into their current bargaining unit position. Classification
12 seniority is based on hours in paid status for all employees, full-time regular or part-time regular
13 alike. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid
14 and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue
15 after an unpaid leave exceeds thirty (30) consecutive days. Employees who transfer or promote to a
16 different bargaining unit job classification without a break shall retain accrued seniority in the
17 previous classification, and begin to accrue seniority in the new classification from the date of the
18 trial service or probationary appointment. Employees who leave Health Department employment as a
19 result of layoff may retain accrued seniority when they return to Health Department employment
20 within two years of layoff.¹

21 **B. Bargaining Unit Seniority** - Notwithstanding footnote number 1 below,
22 bargaining unit seniority shall be defined as total career service hours worked for current bargaining
23 unit employees prior to December 15, 2004. Career Service employees hired after December 15,
24

25 ¹ **Classification/Compensation Project and Logan/Knox Settlement subsequent classification changes to bargaining**
26 **unit positions and its affect on seniority.** Classification seniority for the old classification shall carry through and
27 apply to the new classification. For the purpose of bumping rights, old classifications previously held will be translated
28 into the new system on a case-by-case basis using a standard based on body of work performed. Former temporary
employees hired into career service positions through the Logan/Knox settlement shall receive bargaining unit seniority
credit for all hours worked in the bargaining unit position.

1 2004, into bargaining unit positions or bargaining unit employees who have terminated and return
2 after December 15, 2004, shall have their bargaining unit seniority calculated on the basis of career
3 service hours worked without a break in service calculated prospectively from their date of hire into
4 the bargaining unit.

5 **C. Change in FTE** is any County initiated elimination, involuntary reduction or
6 involuntary increase in the work hours for a position that for seniority reasons does not constitute a
7 layoff for the employee. Prior to the Department implementing a change in FTE, the employee
8 subject to change in FTE shall be provided with the "Change in FTE Notice" options set forth in
9 Section 4 of this Article.

10 Employees occupying positions where "Temporary" increases or decreases in FTE last longer
11 than six months shall be provided with the "Change in FTE Notice" options set forth in Section 4 of
12 this Article.

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

18 **E. Qualified** means the employee possesses the qualifications required to be
19 considered eligible to be appointed to the position as a new hire unless grandfathered under Article
20 18, Section 2(B).

21 **Section 18.2. Transfer.**

22 **A.** The transfer of an employee shall not constitute a promotion except as provided in
23 Article 18, Section 2 (E) (3).

24 **B. Transfers within the Department of Public Health.** The Department of Public
25 Health Director or his or her designee may transfer a Public Health employee from one position to
26 another position in the same classification within the Department without the approval of the Human
27 Resources Division Director of DES, or designee, but such transfer shall be reported to Human
28 Resources Division Director of DES, or designee within five (5) days of its effective date. It is

1 understood by the parties that employees may be transferred at the discretion of the County in
2 consultation with the Union as part of the budget planning process. The budget planning process
3 concludes at the point the County Executive submits his or her budget to the King County Council.
4 Employees allocated to the Administrative Specialist II classification as of July 23, 1999, are deemed
5 to have met the minimum qualifications of the position and are not required to take skills testing.
6 Employees allocated to the Health and Environmental Investigator II classification as of July 23,
7 1999, are deemed to have met the minimum qualifications of the position and are not required to take
8 skills testing.

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

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

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

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

26 2. Transfer, in lieu of layoff, may be made to a single position in another class
27 in the Department upon showing that the transferee is capable of satisfactorily performing the duties
28 of the position, and that a regular employee or probationer is not displaced. The affected employee

1 shall complete a probationary period in the new class.

2 3. Transfer, in lieu of layoff, may be made to a single position in another class
3 when such transfer would constitute a promotion or advancement in the service provided a showing is
4 made that the transferee is capable of satisfactorily performing the duties of the position and that a
5 regular employee or probationer is not displaced and when transfer in lieu of layoff under Section
6 2(E)(2) of this Article is not practicable. Regular standing in the new class may be attained by the
7 employee only through examination and permanent regular appointment.

8 4. Transfer may be made to another similar class within Public Health with the
9 same maximum rate of pay in the Department. The affected employee's status shall be determined in
10 accordance with Article 7, Section 5 of this Agreement.

11 **Section 18.3. Voluntary Reduction.**

12 A. A regularly appointed employee may be reduced to a lower classification upon
13 his/her written request stating his/her reasons for such reduction, if the request is concurred with by
14 the Public Health Director and is approved by the DES, Division of Human Resources Director, or
15 designee. Such reduction shall not displace any regular employee or probationer.

16 B. The employee so reduced shall be entitled to credit for previous regular service in
17 the lower classification and to other service credit in accordance with Article 18, Section 5. Upon a
18 showing, concurred with by the Public Health Director that the reason for such voluntary reduction no
19 longer exists, the DES, Human Resources Division, or designee, may restore the employee to his/her
20 former status.

21 **Section 18.4. Notice of Anticipated Change of FTE.**

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

23 A. When the Department determines there is a need to eliminate, reduce, or increase
24 the working hours of existing filled positions (change in FTE), the Department shall identify by job
25 class and work site which position(s) are to be eliminated, decreased or increased. The Department
26 agrees to notify the Union at least thirty (30) days in advance, in writing, of any anticipated change in
27 filled FTE. The Department will provide the following information to the Union at least thirty (30)
28 days in advance: the names, classification, and seniority information of employees effected by a

1 change in filled FTE; a seniority list for the classification impacted and a list of all vacant positions
2 within the classification; a list of all probationary, TLT, Temporary and any other provisional
3 positions within the classification. The Department will hold the necessary positions frozen until the
4 entire process has been completed.

5 **B.** An incumbent employee in a position impacted by a change in FTE shall be
6 notified by the department at least thirty (30) calendar days prior to the effective date of the change.
7 The notice will include information about the options provided in this Section. A copy of the notice
8 will be provided to the Union. The employee shall be allowed fourteen (14) calendar days to elect
9 one of the following options:

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

17 2. The employee may request placement into a vacant bargaining unit position
18 in another job class, provided the employee is qualified.

19 3. The employee may displace (bump) the least senior employee in the same
20 job class and equally budgeted FTE, that does not result in a layoff provided the employee has more
21 classification seniority than the incumbent employee. If an equally budgeted FTE position does not
22 exist, then the employee may displace (bump) the least senior employee in the job class regardless of
23 FTE.

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

28 5. An employee may choose to be laid off rather than exercise the options

1 above.

2 C. When the Department determines to eliminate, reduce, or increase the hours of
3 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
4 calendar days prior to the effective date. The notice will include information about the options
5 provided in Article 18, Section 4(B). A copy of the notice will be provided to the Union. The
6 employees shall be allowed fourteen calendar days to select their options under Article 18, Section
7 4(B) using the following procedure:

8 1. The employees will designate a first, second and third choice among the
9 options 1 through 5 of Article 18, Section 4(B);

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

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

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

24 **Section 18.5. Layoff.**

25 A. Employees laid off as a result of a reduction of work and/or a shortage of funds
26 shall be laid off according to seniority within classification within the Department regardless of FTE
27 status. That is, seniority is defined as regular straight-time hours of work plus paid time off such as
28 vacation time, holiday time off, compensatory time, and sick leave. Seniority is based on hours in

1 paid status for all employees, full-time regular or part-time regular alike.

2 Reduction of hours of any position covered under this agreement will be considered a layoff
3 and subject to the provisions of this section. Employees with the least amount of seniority shall be
4 the first laid off and receive a layoff notice; however, in the event of two (2) employees having the
5 same seniority, ability and skill shall be the determining factor on retention. An employee designated
6 for layoff within a specific classification may on the basis of total bargaining unit seniority, bump the
7 least senior employee (regardless of FTE status), in any job classification previously worked in the
8 bargaining unit or classification series, provided that a successful probationary period has been
9 completed in that classification or displace a Term Limited Temporary (TLT) employee or temporary
10 employee working in the current classification or any job classification previously worked in the
11 bargaining unit or classification series. Any employee bumping into a TLT or temporary position
12 shall maintain their layoff/recall rights pursuant to Section C and shall continue to accrue seniority
13 and maintain step placement. The transfer of a regular employee into a TLT or temporary position
14 shall not convert such position to a regular, career service position.

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

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

22 Section 18.6. Hiring Priority

23 A. **Posting.** Vacant bargaining unit positions (Career Service and term-limited
24 temporary) shall be posted for not less than ten (10) consecutive calendar days on the Public Health
25 website and elsewhere both concurrently to internal County employees and to potential employees
26 external to the County. Job postings shall include desired and required qualifications.

27 B. **Hiring.** The Department recognizes vacant bargaining unit positions will be filled
28 internally whenever possible. Candidates for Career Service bargaining unit positions shall be

1 accorded preference for vacant positions in the following order:

2 1. Career Service bargaining unit employees eligible for Layoff/Recall
3 according to Sections 4 and 5 of this Article.

4 2. Career Service bargaining unit employees eligible for Disability Job
5 Reassignment.

6 3. King County Disability Job Reassignment employees.

7 4. King County Career Service Layoff/Recall employees.

8 5. External applicants (external applicants means both King County Career
9 Service and non-Career Service employees external to the bargaining unit and applicants external to
10 King County) pursuant to the best interest justification of Section 4 of the King County Workforce
11 Plan Clarification 03-PSP-05, as amended. The Department shall notify the Union via electronically
12 or facsimile three (3) working days prior to any offer to an external candidate with the justification for
13 hiring the external applicant over the Career Service Bargaining Unit Employee.

14 a). All career service bargaining unit applicants will receive a 10%
15 preference in the interview score over external candidates. This preference will apply if the employee
16 has no documented disciplinary actions in the prior 24 months and no performance deficiencies
17 (performance improvement plan or a below satisfactory rating in any aspect of the performance
18 evaluation) in the prior 12 months.

19 6. Career Service Bargaining Unit employees.

20 7. Internal King County Career Service employees and bargaining unit probationary,
21 term-limited temporary and temporary employees.

22 8. External King County employees.

23 The following shall apply to Career Service bargaining unit employees applying for vacant
24 bargaining unit positions:

25 a. The Department shall interview all internal and screened applicants meeting
26 desired qualifications. In the event the Department determines an internal applicant does not meet
27 desired qualifications for the position, it shall provide a written explanation indicating qualifications
28 not met to the applicant. For those internal applicants that were interviewed and not hired for the

1 position the Department shall provide a written explanation of why they were not hired into the
2 position to the applicant.

3 b. Give preference to filling any such open position to applicants under this
4 agreement on the basis of seniority where the qualifications of the applicants are substantially equal
5 based upon relevant criteria.

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1 **ARTICLE 19: BULLETIN BOARDS**

2 The Department of Public Health shall provide bulletin board space for the use of the Union
3 in areas accessible to the members of the bargaining units; provided, however, that said space shall
4 not be used for notices which are political in nature. All material posted shall be officially identified
5 as authorized for posting by Local 17, International Federation of Professional and Technical
6 Engineers. A copy of all material to be posted will be provided to the designated Department of
7 Public Health official prior to posting.

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1 **ARTICLE 20: GENERAL CONDITIONS**

2 **Section 20.1. Mileage Reimbursement.** All employees covered by this Agreement, who are
3 required, as a condition of employment, by the County to provide a personal automobile for use in
4 Department of Public Health business on a full-time basis shall be reimbursed at the rate of one
5 hundred dollars (\$100.00) per month for all miles traveled from 01 to 273 miles and shall receive the
6 per mile rate established by the King County Council for each mile above 273. An employee covered
7 by this Agreement, who is required by the County to provide a personal automobile for use in County
8 business on a periodic basis, shall for any day in which his/her personal automobile is used will be
9 reimbursed at the per mile rate established by the King County Council.

10 **Section 20.2. Registered Sanitarian's Credential.** A full-time regular or part-time regular
11 employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's
12 Credential on or after execution of this Agreement, or who is required by the Department of Public
13 Health to obtain a license, registration, or certificate which was not required at the time of
14 appointment (or as a condition of appointment) to the position, shall have the original cost of the
15 license paid by the County. A full-time regular or part-time regular employee covered by this
16 Agreement who currently holds such a Registered Sanitarian Credential or other eligible
17 license/certification, regardless of when obtained, shall have the annual renewal fee paid by the
18 County; provided, that the employee must be working in a classification relevant to the
19 license/registration/certificate obtained and/or held by said employee. An employee covered by this
20 Agreement, shall also receive regular straight-time salary while taking the examination applicable to
21 the above licenses/registrations/certificates during a normal workday.

22 A. The Department of Public Health shall pay for the annual cost of certification for
23 full-time regular or part-time regular employee dietitians.

24 B. Public Health shall pay for the annual cost of certification/registration for full-time
25 regular or part-time regular employee Social Workers including Counselor Registration, Social
26 Worker Certification, and Mental Health Counselor Certification.

27 **Section 20.3. Work at Location other than Normal Place of Work.** Whenever an
28 employee covered by this Agreement is temporarily assigned by the Department Director or designee

1 to work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of
2 employment, any additional time, less meal time, consumed in traveling to and from the new location,
3 shall be considered part of the workday. Any additional time consumed in this travel, less mealtime,
4 which is outside of the employee's regular working hours, shall be compensated at the applicable
5 overtime rate.

6 The above provision does not apply to travel time from one's usual place of residence to the
7 place of work, nor does it apply to travel time for seminars, conventions, etc., unless specifically
8 authorized in writing by proper authorities or unless so required by provisions of the FLSA.

9 **Section 20.4. Written Policies and Procedures.** All written Public Health policies and
10 procedures addressing working conditions specified in this Agreement for employees covered by this
11 Agreement shall be furnished to the Union.

12 **Section 20.5. Protective Clothing.** The Department of Public Health will provide up to one
13 hundred dollars (\$100.00) to employees assigned to field positions that are required to routinely work
14 in inclement weather. This reimbursement would compensate for the initial purchase of raingear and
15 protective footwear for use on the job. Reimbursement will be provided using petty cash, claim for
16 expenses, or purchase order procedures. In addition, the Department agrees to provide up to thirty-
17 five dollars (\$35.00) per year on a reimbursement basis (accumulative) for replacement and
18 maintenance expenses of raingear and protective footwear for use on the job to those people in
19 positions described above.

20 **Section 20.6. Defense Against Claims.** The County agrees to defend and pay any proper
21 claim against its employees in connection with any claims for damage and/or litigation arising from
22 conduct, acts or omissions of such employees in the scope and course of their employment with the
23 Department.

24 **Section 20.7. Transit Passes.** The County will provide free Metro transit passes for regular
25 full-time and regular part-time employees, as provided for by ordinance.

26 **Section 20.8. Child Care Subsidy.** Employees covered by this Agreement may receive
27 benefits from the County's childcare program if they meet the eligibility requirements.

28 **Section 20.9. Tools.** Information System Professionals will be provided the necessary tools

1 (including software) as mutually agreed upon by the employee and management as required to
2 perform the job.

3 **Section 20.10. Picket Lines.** It is understood by the parties that employees covered by this
4 Agreement need carry out their duties irrespective of sanctioned picket lines. However, employees
5 who encounter a sanctioned picket line in the course of their duties and who fear of imminent harm to
6 their health and safety should contact their supervisor for work instructions. In the event of picketing
7 at the employee's regular place of work, Division management and the Union will develop an
8 approach for dealing with the safety concerns of the bargaining unit while ensuring public health
9 operations. When possible, these discussions will take place in advance.

10 **Section 20.11. Intimidating or Bullying Behavior.** The County and the Union recognize
11 that King County has policies and procedures relating to workplace violence. However, the County
12 and the Union also recognize that behavior which does not rise to the level of physical violence, or
13 threat thereof, but which is nevertheless intentionally intimidating or bullying can have serious
14 adverse impacts on individual employees, as well as the workplace in general.

15 The County and the Union further recognize that this type of inappropriate conduct is not
16 dependent upon a supervisor/subordinate relationship and may occur between co-workers without a
17 difference in reporting relationships. Therefore, the County and the union seek to codify their intent
18 not to engage in, encourage or knowingly tolerate workplace intimidation or bullying. The County
19 and the Union will work together collaboratively and employ reasonable means to attempt to address
20 complaints or concerns of workplace intimidation or bullying.

1 **ARTICLE 21: DEFINITIONS**

2 The following define terms used in the collective bargaining agreement. All other words in
3 this Agreement shall have their ordinary and usual meaning except those words that have been
4 defined under K.C.C. 3.12, as amended.

5 **“Career service employee”** means a County employee appointed to a career service position
6 as a result of the selection procedure provided for in this agreement, and who has completed the
7 probationary period.

8 **“Employee”** means any person who is employed in a career service position, temporary or
9 provisional position.

10 **“Full-time regular employee”** means a career service employee employed in a full-time
11 regular position and is not serving a probationary period.

12 **“Full-time regular position”** means a regular position which has an established work
13 schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour
14 week is standard, or of not less than forty hours per week in those work units in which a forty-hour
15 week is standard.

16 **“Part-time Regular Employee”** means a career service employee in a part-time regular
17 position and is not serving a probationary period.

18 **“Part-time Regular Position”** means a regular position in which the part-time regular
19 employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a
20 work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a
21 full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

22 **“Probationary employee”** means an employee serving a probationary period in a regular
23 career service position. Probationary employees are temporary employees and excluded from career
24 service under Section 550 of the charter.

25 **“Provisional appointment”** means an appointment made in the absence of a list of
26 candidates certified as qualified by the director. Only the director may authorize a provisional
27 appointment. An appointment to this status is limited to six months.

28 **“Provisional employee”** means an employee serving by provisional appointment in a regular

1 career service position. Provisional employees are temporary employees and excluded from career
2 service under Section 550 of the charter.

3 **“Regular Employee”** means an employee who has successfully completed an initial
4 probationary period and has had no subsequent break in service as occasioned by, resignation,
5 discharge for just cause, or retirement.

6 **“Regular position”** means a position established in the County budget and identified within a
7 budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget detail report.

8 **“Regular Appointment”** means the appointment of a certified eligible individual or the
9 assignment of an employee to another classification contained within the same base class.

10 **“Temporary Employee”** means an employee employed in a temporary position and, in
11 addition, includes an employee serving a probationary period or is under provisional appointment.
12 Under Section 550 of the charter, temporary employees are not members of career service.

13 **“Temporary position”** means a position which is not a regular position as defined in this
14 agreement and excludes administrative intern. Temporary positions include both term-limited
15 temporary positions as defined in this agreement and short-term (normally less than six months)
16 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
17 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year
18 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
19 agreement. Where the standard work week falls between thirty-five and forty hours, the director, in
20 consultation with the department, will be responsible for determining what hour threshold will apply.

21 **“Term-limited temporary employee”** means a temporary employee who is employed in a
22 Term-limited temporary position. Term-limited temporary employees are not members of the career
23 service.

24 Term-limited temporary employees may not be employed in term-limited temporary positions
25 longer than three years beyond the date of hire, except that for grant-funded projects capital
26 improvement projects and information systems technology projects the maximum period may be
27 extended up to five years upon approval of the Human Resources Division Director. The Director
28 shall maintain a current list of all term-limited temporary employees by department.

1 **“Term-limited temporary position”** means a temporary position with work related to a
2 specific grant, capital improvement project, information systems technology project, or other non-
3 routine, substantial body of work, for a period greater than six months. In determining whether a
4 body of work is appropriate for a term-limited temporary position, the appointing authority will
5 consider the following:

6 **a. Grant-funded projects:** These positions will involve projects or activities that are
7 funded by special grants for a specific time or activity. These grants are not regularly available to or
8 their receipt predictable by the County.

9 **b. Information systems technology projects:** These positions will be needed to plan
10 and implement new information systems projects for the County. Term-limited temporary positions
11 may not be used for on-going maintenance of systems that have been implemented.

12 **c. Capital improvement projects:** These positions will involve the management of
13 major capital improvement projects. Term-limited temporary positions may not be used for on-going
14 management of buildings or facilities once they have been built.

15 **d. Miscellaneous projects:** Other significant and substantial bodies of work may be
16 appropriate for term-limited temporary positions. These bodies of work must be either non-routine
17 projects for the department, or related to the initiation or cessation of a County function, project, or
18 department.

19 **e. Seasonal positions:** These are positions with work for more than six consecutive
20 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a
21 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in
22 which a forty-hour work week is standard, that due to the nature of the work have predictable periods
23 of inactivity exceeding one month.

24 **f. Temporary placement in regular positions:** These are positions used to back fill
25 regular positions for six months or more due to a career service employee’s absence such as extended
26 leave or assignment on any of the foregoing time-limited projects.

27 All appointments to term-limited temporary positions will be made by the appointing
28 authority in consultation with the Human Resources Director prior to the appointment of term-

1 limited temporary employees.

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1 **ARTICLE 22: DISCIPLINARY ACTIONS**

2 **Section 22.1. Discipline.** The Department may discipline an employee for just cause.
3 Dismissal during an employee’s probationary period or reversion during a probationary period are not
4 considered disciplinary actions.

5 **Section 22.2. Progressive Discipline.** The parties agree that in their respective roles primary
6 emphasis shall be placed on preventing situations requiring disciplinary actions through effective
7 employee-management relations. The primary objective of discipline shall be to correct and
8 rehabilitate, not to punish or penalize. To this end, in order of increasing severity, the disciplinary
9 actions which the Department may take against an employee include:

- 10 A. Verbal warning
- 11 B. Written reprimand
- 12 C. Suspension
- 13 D. Demotion
- 14 E. Termination

15 Which disciplinary action is taken depends upon the seriousness of the affected employee’s
16 conduct. For Environmental Health, the Environmental Health Director will approve any progressive
17 disciplinary actions prior to implementation.

18 **Section 22.3. Notice.** In cases of suspension or discharge, the specified charges and duration,
19 where applicable, of the action shall be furnished to the employee in writing not later than one (1)
20 working day after the action became or becomes effective. An employee may be suspended for just
21 cause pending demotion or discharge action.

22 **Section 22.4. Appeals of Disciplinary Action.** An employee covered by this Agreement
23 must, upon initiating objections relating to disciplinary action, use either the grievance procedure
24 contained herein or pertinent procedures regarding disciplinary appeals to the County Personnel
25 Board. Under no circumstances may an employee use both the contract grievance procedure and the
26 County Personnel Board relative to the same disciplinary action.

1 **ARTICLE 23: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

2 **Section 23.1. Labor-Management Training.** In the spirit of cooperative labor relations, the
3 parties shall meet as soon as is reasonably possible following the signing of the Agreement to develop
4 a training session to inform Department shop stewards and supervisors about the provisions of the
5 Agreement and to determine who shall attend such a training session. It is the intent of the parties
6 that the training session be a simple presentation of one or both parties' view of the contents of this
7 Agreement with emphasis upon the contract changes that occurred during the current round of
8 collective bargaining. Such training shall not require more than one-half (1/2) day and every effort
9 shall be made to accomplish the training in two (2) hours or less. The training session shall be
10 accomplished during Department time at no loss in pay to participants; provided, that no overtime
11 shall be authorized or paid to those employees affected as a result of such participation or travel
12 related to attendance at these meetings. Either party's presentation in this training forum regarding
13 the interpretation or meaning of any contract provision shall not be used in any way by either party to
14 support its argument or position in any grievance, arbitration, or litigation regarding the interpretation
15 or application of this Agreement.

16 **Section 23.2. Labor-Management Meetings.** The County, Department and the Union agree
17 to hold Labor-Management meetings as necessary. These meetings will be called upon request of
18 either party to discuss any subject of a general nature affecting employees covered by this agreement.
19 The responsibility for notification will be with the party initiating this process. Representatives of the
20 Department can attend such meetings and shall be able to independently set such meetings with the
21 Union with the concurrence of the Human Resources Division Director of DES or designee. The
22 Union shall be permitted to designate members and/or stewards to assist its staff representatives in
23 such meetings. The purpose of Labor-Management meetings is to deal with matters of general
24 concern to the Union and the Department. It is understood that such meetings are consultative in
25 nature.

26 **Section 23.3. Training.**

27 **A.** The County and the Union agree that training and employee career development
28 can be beneficial to both the County and the affected employees. Training, career development, and

1 educational needs may be identified by both the County and by the employee. The County and the
2 Union recognizes the mutual benefit to be attained by affording training opportunities to employees
3 and shall provide information and access to training opportunities for its employees based on business
4 and operational needs and, within budgeted appropriations. All employees shall have equal access to
5 training opportunities. To this end, the Department will provide employees with a minimum of two
6 (2) days of training per year.

7 B. Information Systems Professionals training will be distributed in a fair and
8 equitable manner among the ISP staff based on Department skill needs, individual Information
9 Systems Career Path choices, and individual skill currency within the marketplace, provided the
10 training is within the Department's budget limitation.

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1 **ARTICLE 24: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE**

2 **Section 24.1. Health Insurance Programs.** All eligible employees will participate in the
3 County group medical, dental, long-term disability, and life insurance programs unless otherwise
4 provided for in this agreement.

5 **Section 24.2. Level of Benefits.** King County presently participates in group medical,
6 dental, long-term disability, and life insurance programs. The County agrees to maintain the level of
7 benefits as currently provided by these plans and pay premiums as currently practiced, during the life
8 of this Agreement, unless modified by the Joint Labor-Management Insurance Committee.

9 **Section 24.3. Labor-Management Insurance Committee.** The County agrees to continue
10 the Labor-Management Insurance Committee comprised of representatives from the County and its
11 labor unions. The function of the Committee shall be to review, study and make recommendations
12 relative to existing medical, dental and life insurance programs. The Union and County agree to
13 incorporate changes to employee insurance benefits which the County may implement as a result of
14 this agreement of the Joint Labor-Management Insurance Committee.

1 **ARTICLE 25: RETIREMENT**

2 All employees hired prior to January 1, 1996 shall continue to be covered by the applicable
3 retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City Employees
4 Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be
5 made in accordance with the respectively applicable City ordinance(s), County ordinance(s), or state
6 law. All employees hired after January 1, 1996 shall be covered by the state Public Employee
7 Retirement System, pursuant to applicable County ordinance and state law.

8 Employees who are covered by the City of Seattle retirement system are governed by
9 applicable City Ordinance and the City Charter with respect to retirement benefits.

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1 **ARTICLE 26: SUBORDINATION OF AGREEMENT**

2 **Section 26.1.** It is understood that the parties hereto and the employees of the Department are
3 governed by the provisions of applicable federal law and state law. When any provisions thereof are
4 in conflict with or are different than the provisions of this Agreement, the provisions of said federal
5 law or state law are paramount and shall prevail.

6 **Section 26.2.** It is also understood that the parties hereto and the employees of the
7 Department are governed by applicable County Ordinance and County Charter and said ordinances
8 and charters are paramount except where they conflict with the expressed provisions of this
9 Agreement.

1 **ARTICLE 27: SAVINGS CLAUSE**

2 **Section 27.1.** If any article of this Agreement or any addenda thereto is held invalid by
3 operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement
4 of, any article is restrained by such tribunal, the remainder of this Agreement and addenda shall not
5 be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for
6 the purpose of arriving at a mutually satisfactory replacement for such article.

7 **Section 27.2.** If the Inter-Local Agreement between King County and the City of Seattle is
8 modified during the term of this Agreement and any modifications thereof conflict with an expressed
9 provision of this Agreement, the County and/or the Union may reopen, at any time, for negotiations
10 the provisions so affected.

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1 **ARTICLE 28: ENTIRE AGREEMENT**

2 **Section 28.1.** The Agreement expressed herein in writing constitutes the entire Agreement
3 between the parties, and no oral statement shall add to or supersede any of its provisions.

4 **Section 28.2.** The parties acknowledge that each has had the unlimited right and opportunity
5 to make demands and proposals with respect to any matter deemed a proper subject for collective
6 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except
7 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
8 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
9 referred to or covered in this Agreement.

10 **Section 28.3.** If this agreement establishes a condition of employment, benefit or procedure
11 which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King County
12 Code, this agreement shall take precedence with respect to the employees covered by the agreement
13 so long as the condition of employment, benefit or procedure created by this agreement is lawful.

1 **ARTICLE 29: JOB SHARING**

2 Upon the request of either party, Public Health and the Union agree to form a labor
3 management committee for the purpose of developing a plan for implementing the following job
4 sharing program:

5 **Section 29.1. Job Sharing.** Job Sharing is a type of alternative scheduling in which two
6 employees of the same job class share the work schedule and duties of a single full-time position. Job
7 Sharing proposals from employees may be considered by the Department when it can be shown that
8 the proposal can be implemented without significant adverse effects on the effectiveness of
9 Department Services. Job Sharing is a voluntary arrangement and may be considered only when no
10 significant extra costs above those of a single full-time employee will be incurred by the Department.
11 Job sharers must be in the same job class.

12 A. Initial and continuing approval of the Job Share arrangement will be contingent on
13 both partners meeting all of the required qualifications for the job and performing at a fully effective
14 performance level.

15 B. Supervisory practices such as salary increases, performance evaluation and
16 discipline will take place separately with each job sharer.

17 C. The Department reserves the right to rescind a Job Share arrangement that has
18 failed to meet the requirements of this Agreement. The employees may elect to terminate the
19 arrangement (including by one of the job sharers resigning) subject to thirty (30) days notice. If the
20 arrangement is terminated, and there is no agreement regarding who will resign or assume full-time
21 responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job
22 Share arrangement have the option to resign or transfer to an available position. If either partner
23 resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until
24 an acceptable partner is obtained.

25 D. Earned vacation, sick leave, holiday hours and participation in the retirement
26 system will be prorated according to the number of hours worked (e.g. Job Share partners scheduled
27 to work twenty (20) hours weekly will accrue fifty (50) percent of the earned vacation, sick leave and
28 holiday hours of a full-time employee).

1 E. Insured benefits such as health, dental, life etc. will be provided to the job shared
2 position identical to those of a full-time position. Job Share partners may prorate the benefits or may
3 agree to a division of benefits subject to the approval of the Department. Proposed changes to the
4 allocation of the insured benefits may be submitted to the Department for approval during the annual
5 open enrollment for an effective date of January 1 of each year. Additional hours worked over
6 scheduled amount shall be paid at straight time rate and shall not result in a change in the division of
7 health and insurance benefits. Overtime shall be payable for hours worked by either partner in excess
8 of forty hours per week or as otherwise provided by this agreement.

9 F. Seniority for step increases and layoff will be based on the seniority of each of the
10 job sharers individually. Seniority for promotional consideration shall be determined as provided for
11 by this agreement.

12 **Section 29.2. Application Procedure.**

13 A. An employee currently in a full-time position who desires a Job Share arrangement
14 must submit a written proposal to the Department. The proposal shall include the following
15 information:

- 16 1. Names of the employees who are requesting a Job Share position;
- 17 2. Position in which the Job Share is desired;
- 18 3. Proposed work schedule for each employee;
- 19 4. Proposed method for allocation and coordination of job responsibilities
20 between the Job Share employees;
- 21 5. Proposed procedures and routines for ensuring the information flow is
22 maintained; and
- 23 6. Proposed division of County insurance benefits.

24 B. Upon receipt of the request, the Department will evaluate the proposal and respond
25 to all below listed parties within thirty (30) days. The final written plan must be signed by both Job
26 Share partners, the Department Head, and the Human Resources Division Director of DES, or
27 designee, and Local 17.

1 **ARTICLE 30: DURATION**

2 **Section 30.1.** This Agreement shall become effective upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council and unless
4 otherwise noted shall be effective January 1, 2008 through December 31, 2010.

5 **Section 30.2.** Contract negotiations for the succeeding contract may be initiated by either
6 party providing to the other written notice of its intention to do so, at least thirty (30) days prior to
7 August 1, 2010.

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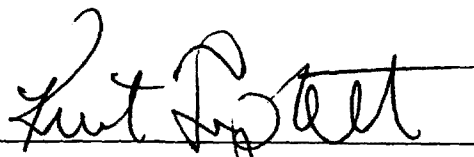
9 **APPROVED** this _____ day of _____, 2009.

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By: 

King County Executive

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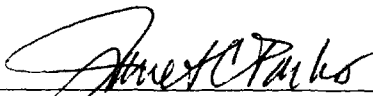
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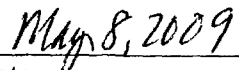
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Janet C. Parks
Union Representative
International Federation of Professional and
Technical Engineers, Local 17, AFL-CIO



Date

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Addendum A

IFPTE, Local 17 – Departments of: Public Health and Community and Human Services – Addendum A (for all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary employees as these terms are defined in Article 21 - Definitions)

Job Class Code	Peoplesoft Class Code	MSA Class Code	Classification Title	Pay Range (Squared Table)
<i>Administrative Support Unit – 0017C</i>				
2110200	211204	8151	Accountant	52
2110100	211103	8150	Accountant - Assistant	46
4200100	421105	8385	Administrative Office Assistant	29
4201100	421205	8386	Administrative Specialist I	33
4201200	421306	8387	Administrative Specialist II	37
4201300	421404	8388	Administrative Specialist III	41
4201400	421503	8389	Administrative Specialist IV	46
2101100	210102	3110	Billing Analyst	45
2131100	214108	8161	Business and Finance Officer I	53
2131200	214212	8162	Business and Finance Officer II	58
4300100	431207	8401	Customer Service Specialist I	32
4300200	431306	8402	Customer Service Specialist II	36
4300300	431406	8403	Customer Service Specialist III	40
4101100	411103	8378	Fiscal Specialist I	34
4101200	411204	8379	Fiscal Specialist II	38
4101300	411303	8380	Fiscal Specialist III	42
4101400	411402	8381	Fiscal Specialist IV	47
4400100	441101	8405	Technical Information Processing Specialist I	32
4400200	441204	8406	Technical Information Processing Specialist II	36
4400300	441303	8407	Technical Information Processing Specialist III	40
4400400	441401	8408	Technical Information Processing Specialist IV	45
<i>Public Health Administrative Support Supervisor Bargaining Unit – 0017C</i>				
4207100	427102	8399	Public Health Administrative Support Supervisor	53

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Job Class Code	Peoplesoft Class Code	MSA Class Code	Classification Title	Pay Range (Squared Table)
<i>Health Professional, Technical Unit - 0017D</i>				
3420100	341101	8353	Application Worker	39
2250100	226101	8202	Education Specialist	44
2251100	226206	8203	Educator Consultant I	54
2251200	226308	8204	Educator Consultant II	58
2251300	226405	8205	Educator Consultant III	62
3427100	344102	8363	Family Resources Coordinator	41
3421100	341203	8354	Health Care Assistant	37
3422100	341302	8355	Health Outreach Aide	35
3423100	341402	8356	Health Program Assistant I	41
3423200	341502	8357	Health Program Assistant II	45
7531100	754102	8570	Laboratory Assistant I	28
7531200	754202	8571	Laboratory Assistant II	33
3419100	341002	8039	Medical Assistant	37
3424100	342102	8358	Medical Interpreter	40
3424200	342202	8359	Medical Interpreter / Translator	43
7537100	755702	8582	Medical Technologist	46
7533100	755102	8576	Microbiologist - Public Health	46
7533200	755202	8577	Microbiologist - Public Health - Senior	50
3418100	340902	8038	Nutrition Assistant	37
3425300	343202	8362	Nutrition Consultant I	56
3425400	343402	8034	Nutrition Consultant II	58
3425100	343102	8361	Nutritionist I	52
3425200	343002	8036	Nutritionist II	54
3320100	333102	8346	Pharmacist	73
3321100	333302	8348	Pharmacy Assistant	28
3320200	333202	8347	Pharmacy Supervisor	77
3321200	333402	8349	Pharmacy Technician	37
3115100	312202	8314	Social Services Specialist	41
3116100	312307	8315	Social Worker	52
3116200	213404	8931	Social Worker - Senior	57
3429100	344302	8365	X-Ray Technician	47

Job Class Code	Peoplesoft Class Code	MSA Class Code	Classification Title	Pay Range (Squared Table)
<i>Environmental Health Professional, Technical Unit – 0017D</i>				
5320100	535101	8469	Health and Environmental Inspector	46
5321100	535204	8470	Health and Environmental Investigator I	51
5321200	535301	8471	Health and Environmental Investigator II	58
5321300	535403	8472	Health and Environmental Investigator III	60
5328100	539102	3104	Health and Environmental Planner I	53
5328200	539202	3105	Health and Environmental Planner II	58
5328300	539302	3106	Health and Environmental Planner III	63
5323100	537101	8477	MPRAF – Compliance Officer	58
<i>Environmental Health Senior Professional Unit – 0017D</i>				
5321400	535504	8473	Health and Environmental Investigator IV	65
<i>Information Systems Professional Unit – 0017S</i>				
7320200	734503	8786	Applications Developer - Journey	60
7320300	734603	8787	Applications Developer - Senior	65
7320400	734703	8788	Applications Developer - Master	70
7303100	733102	8551	Data Administrator	50
7321200	734803	8789	Database Administrator - Journey	62
7321300	734903	8790	Database Administrator - Senior	67
7321400	735003	8791	Database Administrator - Master	72
7319200	734203	8783	Database Specialist - Journey	55
7319300	734303	8784	Database Specialist - Senior	60
7319400	734403	8785	Database Specialist - Master	65
7310200	731003	8591	Desktop Support Specialist - Journey	51
7310300	731603	8594	Desktop Support Specialist - Senior	56
7315200	733703	8778	Email Administrator - Journey	56
7315300	733803	8779	Email Administrator - Senior	61
7322100	735103	8792	GIS Specialist - Entry	55
7322200	735203	8793	GIS Specialist - Journey	60
7322300	735303	8794	GIS Specialist - Senior	65
7322400	735403	8795	GIS Specialist - Master	70
7330100	736103	8956	IT Project Administrator - Journey	58
7330200	736203	8957	IT Project Administrator - Senior	63
7331100	736303	8958	IT Project Manager I	67

Job Class Code	Peoplesoft Class Code	MSA Class Code	Classification Title	Pay Range (Squared Table)
7331200	736403	8959	IT Project Manager II	72
7323100	735503	8796	IT Systems Specialist - Entry	51
7323200	735603	8797	IT Systems Specialist - Journey	56
7323300	735703	8798	IT Systems Specialist - Senior	61
7323400	735803	8799	IT Systems Specialist - Master	66
7324100	735903	8800	IT Technical Trainer	55
7325100	736003	8949	IT Technical Writer	53
7311200	731703	8607	LAN Administrator - Journey	56
7311300	731803	8648	LAN Administrator - Senior	61
7311400	731903	8686	LAN Administrator - Master	66
7312400	732603	8767	Network Architect	72
7312200	732003	8694	Network Engineer - Journey	62
7313400	732903	8775	Systems Architect	72
7313200	732703	8768	Systems Engineer - Journey	62
7313300	732803	8769	Systems Engineer - Senior	67
7314200	733003	8776	Telecommunications Specialist - Journey	59
7314300	733603	8777	Telecommunications Specialist - Senior	64
7316200	733903	8780	Website Developer - Journey	58
7316300	734003	8781	Website Developer - Senior	63
7316400	734103	8782	Website Developer - Master	68
Emergency Medical Services Unit – 0017E				
2252200	226607	8207	Occupational Education and Training Coordinator	53
2252100	226502	8206	Occupational Education and Training Instructor	44
2441100	243106	8242	Project / Program Manager I	53
2441200	243205	8243	Project / Program Manager II	58
2441300	243309	8244	Project / Program Manager III	63
2441400	243405	8245	Project / Program Manager IV	68
DCHS Involuntary Commitment Supervisor Unit - 017CS				
3111200	311201	8308	Involuntary Commitment Supervisor	65*

* This wage rate is effective prospective with the beginning of the first pay period upon implementation of this Agreement

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MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
DEPARTMENT OF PUBLIC HEALTH
REPRESENTING EMPLOYEES IN
THE DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

The parties, King County (hereinafter the County) and International Federation of Professional and Technical Engineers, Local 17 (hereinafter the Union) agree that the collective bargaining agreement between the parties covering employees represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering employees occupying the classification of Involuntary Commitment Supervisor represented by the Union and employed in the Department of Community and Human Services. All of the terms and conditions of the Public Health agreement will apply to Involuntary Commitment Supervisors in the Department of Community and Human Services, except as set forth in this Memorandum of Agreement. In those provisions of the Public Health agreement that do apply to Community and Human Services Involuntary Commitment Supervisors, the terms “Department” or “Health Department” shall be construed to also mean Department of Community and Human Services.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Union and County covering employees in the Department of Public Health, Seattle and King County, do not apply to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

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3 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES**

4 **Section 1.10.** Step Placement in Lieu of Temporary Employee Premium Pay.
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6 **ARTICLE 2: MANAGEMENT RIGHTS**

7 **Section 2.4.** Health Services Delivery.
8

9 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**
10 **APPEALS**

11 **Section 7.1.** Definitions.

12 **Section 7.2.** Probationary Period/Status of Employee.

13 **Section 7.3.** Probationary Period/Dismissal.

14 **Section 7.4.** Probationary Period/Promotion.

15 **Section 7.5.** Transfers During Probationary Period.

16 **Section 7.6.** Health and Environmental Investigator I Probation.

17 **Section 7.8.** Credit Towards Probation for Previous Service in Classification.
18

19 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

20 **Section 8.5.** Position Classification.

21 **Section 8.6.** Status upon Reclassification.

22 **Section 8.7.** (C through K). Step Placement.

23 **Section 8.8.** Shift Differentials.

24 **Section 8.9.** Bilingual Premium Pay.

25 **Section 8.10.** Bilingual Positions.

26 **Section 8.11.** Student Preceptor Assignment.
27

28 **ARTICLE 9: SPECIAL DUTY**

Section 9.3. Leave Benefits for Employees Working Outside of Classification.

Section 9.4. Lead Worker.

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3 **Section 9.5.** Rotation of Work Outside of Classification.

4 **ARTICLE 10: ANNUAL VACATION**

5 **Section 10.6.** Minimum Vacation Allowance.

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7 **ARTICLE 11: HOLIDAYS**

8 **Section 11.3.** Holiday Paid Recognized as Time Worked for Overtime Calculations.

9 **Section 11.4.** Work on a Holiday.

10 **Section 11.6.** Pro-ration of Paid Holiday for Part-time Employees.

11 **Section 11.7.** Holiday Pay for Employees on Alternative Work Schedules.

12
13 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**
14 **LEAVE, AND LEAVES OF ABSENCE**

15 **Section 12.2.** Compensation for Sick Leave Absence.

16 **Section 12.3.** Conditions Not Covered.

17 **Section 12.9.** Leaves of Absence.

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19 **ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE**

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21 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

22 **Section 17.2.** Alternative Work Arrangements.

23 **Section 17.4.** Temporary Schedule Changes.

24 **Section 17.5.** Overtime.

25 **Section 17..** Overtime Work Assignment.

26 **Section 17.7.** Overtime Payment.

27 **Section 17.8.** Compensatory Time Off.

28 **Section 17.9.** Rest Period.

Section 17.10. Meal Period.

Section 17.11. Meal Reimbursement.

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Section 17.12. Standby Duty.

Section 17.13. Emergency Call Back.

ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING

PRIORITY

Section 18.1. Definitions.

Section 18.2. Transfer (A and B).

Section 18.3. Voluntary Reduction.

Section 18.4. Notice of Anticipated Change of FTE.

Section 18.6. Hiring Priority.

ARTICLE 20: GENERAL CONDITIONS

Section 20.1. Mileage Reimbursement.

Section 20.2. Registered Sanitarian's Credentials.

Section 20.3. Work at Location other than Normal Place of Work.

Section 20.4. Written Policies and Procedures.

Section 20.5. Protective Clothing.

Section 20.9. Tools.

Section 20.11. Intimidating or Bullying Behavior.

ARTICLE 27: SAVINGS CLAUSE

Section 27.2. Inter-Local Agreement.

ARTICLE 29: JOB SHARING

PART B. MODIFICATIONS

The following provisions supersede collective bargaining agreement provisions in effect

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4 between the Union and County covering employees in the Department of Public Health, Seattle and
5 King County and apply only to Involuntary Commitment Supervisor employees of the Department of
6 Community and Human Services.

7 **ARTICLE 2: MANAGEMENT RIGHTS**

8 **Section 2.4. Health Services Delivery.** Delivery of health and mental health services in the
9 most efficient, effective, and courteous manner is of paramount importance to the Department of
10 Community and Human Services and, as such, maximized productivity is recognized to be an
11 obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize
12 the Employer's and the Department's right to determine the methods, processes, and means of
13 providing health services, the right to increase or diminish operations, in whole or in part, the right to
14 increase, diminish or change equipment, including the introduction of any and all new, improved, or
15 automated methods or equipment, and the assignment of employees to specific jobs within the
16 bargaining unit.

17 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**
18 **APPEALS**

19 **Section 7.1. Definitions.** The following shall define terms used in this Article:

20 **Initial Probationary Period:** A six (6)-month trial period of employment following
21 an initial regular appointment from an eligible register to a career service position.

22 **Probation Period/Promoted Employee:** All employees who are promoted serve a
23 six (6)-month probationary period from the date of promotion.

24 **Regular Appointment:** The appointment of a certified eligible individual or the
25 assignment of an employee to another classification contained within the same base class.

26 **Regular Employee:** An employee who has successfully completed an initial six (6)-
27 month probationary period and has had no subsequent break in service as occasioned by, resignation,
28 discharge for just cause, or retirement.

Section 7.2. Probationary Period/Status of Employee. Employees who are hired for career
service positions from an eligible register shall serve a probationary period of six (6) months, at

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3 which time they shall become regularly appointed employees.

4 Occasional absences due to illness, vacations, and military leaves shall not result in an
5 extension of the probationary period, but upon approval of DES or designee, an employee's
6 probationary period may be extended so as to include the equivalent of a full six (6) months of actual
7 service where there are numerous absences.

8 A. The probationary period shall provide the Department of Community and Human
9 Services with the opportunity to observe a new employee's work, to train and aid the new employee
10 in adjustment to the position, and to terminate any employee whose work performance fails to meet
11 the required standards.

12 B. An employee shall become regular after having completed the probationary period
13 unless the individual is dismissed under provisions of Section 3 below.

14 C. An employee's initial probationary period may be extended up to six (6) additional
15 months subject to approval by the DES or designee prior to the expiration of the initial six (6)-month
16 probationary period.

17 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the
18 initial probationary period after having been given written notice, with copies provided to DES,
19 Human Resources Division, Labor Relations Manager and a copy sent to the Union.

20 An employee dismissed during the initial probationary period shall not have the right to
21 appeal the dismissal. The employee shall not be entitled to reinstatement.

22 **Section 7.7. Performance Evaluation.**

23 A. **Evaluations.** Career service employees shall be evaluated at least once during
24 their probation period, and at least once a year thereafter. Such evaluations may be used to determine
25 acceptable performance levels, prepare work schedules, and to measure the performance of each
26 career service employee or group of employees.

27 B. **Review of Performance Evaluations.** Employees may obtain review of
28 performance evaluation pursuant to the grievance process of the collective bargaining agreement;
however, such review cannot be advanced to arbitration, the final step being Step 3 at the HRD/Labor
Relations review. Additionally, review of performance evaluation will be pursuant to a "clear and

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3 convincing” standard of proof, with the burden on the grievant to demonstrate an unfounded
4 evaluation score.

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6 **C. Management’s Rights.** Notwithstanding the provisions in paragraphs A and B of
7 this section, the Union recognizes the County’s and the Department’s right to establish and/or revise
8 the Department’s performance evaluation system. In establishing new and/or revising the
9 performance evaluation system, the Department shall, prior to implementation, discuss said changes
10 in a Labor/Management meeting.

11 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

12 **Section 8.7. Step Placement and Advancement.**

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14 **B.** Full-time regular and part-time regular employees shall be granted step increases
15 in salary rate upon completion of the probationary period when hired at the first step of the salary
16 range. Succeeding step increases shall be granted on January 1 of each year, provided the employee
17 has attained a 3.0 score on his/her most recent performance evaluation. Term limited Temporary
18 employees shall receive annual step increases from the date of hire. This provision will take effect on
19 1/1/11 to reflect a complete evaluation cycle (9/2009 to 9/2010).

20 This provision shall not apply to “provisional” work outside of classification, or temporary
21 employees (including Term limited Temporary employees); provided, however, for a “short-term”
22 temporary employee who has worked in excess of 520 straight time hours within the previous twelve
23 (12) month period, and who is appointed to a regular position without a break in service, work
24 performed within the previous twelve (12) month period shall be counted for purpose of salary step
25 placement. An employee who has been reclassified will be given credit for pay step purposes for the
26 continuous time worked immediately preceding the reclassification for which he/she was properly
27 paid “work outside of classification pay” per Article 9 of the Agreement.
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3 **ARTICLE 10: ANNUAL VACATION**

4 (All references in this Article to “Director” shall include the director’s designee.)

5 **Section 10.2.** Annual vacations with pay shall be granted to eligible Community and Human
6 Services Department employees pursuant to King County Code 3.12.190 computed as shown in the
7 table below:
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Full Years of Service	Maximum Total Days
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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3 **ARTICLE 11: HOLIDAYS**

4 **Section 11.1. Holidays Observed.** The following day or days in lieu thereof shall be
5 recognized as holidays without salary deduction:
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New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following
Christmas Day	December 25
Two (2) Personal Holidays	

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20 Whenever any holiday specified above falls upon a Sunday, the following Monday shall be
21 considered a holiday. Whenever any holiday specified above falls upon a Saturday, the preceding
22 Friday shall be considered the holiday; provided, however, paid holidays falling on Saturday or
23 Sunday, shall be recognized and paid pursuant to Section 4 on those actual days (Saturday or Sunday)
24 for employees who are regularly scheduled to work those days.

25 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**
26 **LEAVE, AND LEAVES OF ABSENCE**

27 **Section 12.1.** Except as where specifically provided for otherwise under this MOA and
28 collective bargaining agreement, sick leave shall be administered as provided for under King County
Code chapter 3.12.

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3 **ARTICLE 17: HOURS OF WORK AND OVERTIME**
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5 **Section 17.1. Work Week.**

6 A. All full-time employees allocated into an FLSA-exempt position shall have a core
7 work schedule of forty (40) hours per week effective upon implementation of this Agreement.

8 B. **Call Rotation.** Every third week, employees are responsible for taking calls after
9 hours and on the weekend. During call rotation, core work hours are 8 a.m. to 4:30 pm Monday
10 through Friday.

11 **Section 17.14. FLSA Exempt Employees Provision.** Employees are eligible to receive
12 Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for
13 Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

14 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**
15 **PRIORITY**
16

17 **Section 18.5. Layoff/Recall**

18 A. **Layoff:** Employees laid off as a result of a reduction of work and/or shortage of
19 funds shall be laid off according to seniority within classification. However, effective September 1,
20 2011, a less-senior employee will not be subject to layoff under the following conditions:

21 1. The average of the less senior employee's evaluation scores from the prior
22 three full-year evaluations is more than 10% above the score of another employee within the
23 classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by
24 10%.)

25 2. The less senior employee has been employed in the Involuntary
26 Commitment Supervisor classification for at least two full performance evaluation cycles (time spent
27 in probationary status counts toward the two year employment requirement).

28 Seniority shall be based on time in a paid status in a regular position of DCHS in the
bargaining unit, however, seniority will not continue to accrue after an unpaid leave exceeds thirty
(30) consecutive days. For purposes of this Article, time spent working in a bargaining unit position
in DCHS in a special duty capacity shall not count towards seniority. Employees subject to layoff

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3 from a position in Public Health shall not be eligible to bump an employee in a DCHS bargaining
4 unit position. Employees subject to layoff from a position in DCHS shall not be eligible to bump an
5 employee in a Public Health bargaining unit position.
6

7 **3.** For any layoffs conducted between September 1, 2011 and August 31,
8 2012, only the prior two full-year evaluations (i.e., cycles September 2009 through August 2010 and
9 September 2010 through August 2011) will be used to determined whether a less senior employee
10 qualifies to avoid layoff by seniority.

11 **B. Recall:** Employees laid off shall be recalled to the position from which s/he was
12 laid off in inverse order of layoff (i.e., those with the most seniority being recalled first). Recall
13 rights shall expire two years from the date of layoff.
14

15 **ARTICLE 20: GENERAL CONDITIONS**

16 **Section 20.6. Defense Against Claims.** In accordance with applicable provisions in the
17 King County Code, the County agrees to defend and pay any proper claim against its employees in
18 connection with any claims for damage and/or litigation arising from conduct, acts or omissions of
19 such employees in the scope and course of their employment with the Department.
20

21 **ARTICLE 23: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

22 **Section 23.3. Training**

23 **A.** The County recognizes the mutual benefit to be attained by affording training
24 opportunities to employees and shall provide information and access to training opportunities for its
25 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
26 limited to, the overall objectives of encouraging and motivating employees to improve their personal
27 capabilities in performance of specific tasks. Employees shall have equal access to training
28 opportunities and five (5) days of training per year will be provided.

ARTICLE 25: RETIREMENT.

All employees covered by this MOA shall be covered by the state Public Employee

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3 Retirement System, pursuant to applicable County Ordinance and State Law.
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5 **PART C. DURATION OF THIS AGREEMENT**
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7 The parties agree that this Memorandum of Agreement shall cover the time period of
8 January 1, 2008 through December 31, 2010.
9

10 **APPROVED** this _____ day of _____, 2009.
11

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13 By: _____
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15 King County Executive
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23 _____
24 Janet C. Parks
25 Union Representative
26 International Federation of Professional and
27 Technical Engineers, Local 17, AFL-CIO
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_____ Date

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services) and Memorandum of Agreement

TERM OF CONTRACT: January 1, 2008, through December 31, 2010

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Employees covered by this agreement work in either public health clinics or non-clinic programs in a wide variety of supervisory, professional, medical, technical, and administrative support positions.

NEGOTIATOR: Alex Golan

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	This agreement provides for reduction in force to be conducted by seniority. Layoffs for the three Involuntary Commitment Supervisor positions in this bargaining unit are conducted through a combination of seniority and merit. For those positions, layoff is conducted by seniority unless there is greater than a 10% differential in the employees' evaluation scores.
➤ INTEREST-BASED BARGAINING:	The parties engaged in modified interest-based bargaining.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	The agreement is consistent with standard county policy.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement does not impact the diversity of the county's workforce.
➤ CONTRACTING OUT OF WORK:	The agreement allows contracting for services traditionally performed by regular employees.
➤ LABOR / MANAGEMENT COMMITTEES:	Labor Management Committees are provided for by the agreement.
➤ DISCIPLINE & GRIEVANCES:	The agreement provides for discipline with just cause and arbitration of alleged contract violations.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services) and Memorandum of Agreement

COUNCIL POLICY	COMMENTS
➤ MEDIATION:	The parties may request mediation for the purpose of resolving disputes.
➤ CONTRACT CONSOLIDATION:	The agreement covers six bargaining units under one agreement, thereby reducing the number of contracts the county must administer.
➤ BENEFITS TRUST PLAN:	The agreement does not impact benefits trust issues.
➤ HEALTH BENEFITS COST SHARING:	The agreement calls for bargaining benefits in the Joint Labor and Management Insurance Committee.
➤ RELEASE TIME:	Release time provided bargaining unit employees consistent with county policies.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The former contract expired in December 2007 and negotiations began in December 2007. The parties reached tentative agreement on the contract and the Memorandum of Agreement for the Department of Community and Human Services in March 2009.
➤ TIMELINESS OF IMPLEMENTATION:	The agreement will be implemented in a timely manner.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The agreement is consistent with county policy on the use of temporary and part-time employees.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	The agreement is consistent with county policy on the use of temporary and part-time employees.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services) and Memorandum of Agreement

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement allows the county to move to a biweekly pay system.
➤ INTEREST ARBITRATION ELIGIBLE:	These employees are not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The agreement's no strike provision is consistent with standard provisions in other county contracts.
➤ ADDITIONAL LEAVE PROVISIONS:	The agreement does not provide additional leave beyond those provided for pursuant to county policy.
➤ HOURS OF WORK:	The employees in this bargaining unit work a wide variety of schedules to provide services which include 24-hour operations.
➤ PERFORMANCE EVALUATIONS:	The contract provides for regular performance evaluations and includes provisions for appeal and review of performance evaluations.

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services) and Memorandum of Agreement
Labor Negotiator
Alex Golan

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? x1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. The agreement provides standard cost-of-living increases for 2008, 2009, and 2010 based on 90% of the increase in the All Cities CPI-W Index.
2. The agreement provides pay range increases for three employees working in the Involuntary Commitment Supervisor classification in the Department of Community and Human Services. The pay ranges associated with these classifications reflect market data as well as recruitment and retention issues associated with those positions.
3. The agreement gives management the ability to identify certain critical positions requiring bilingual skills. The new language allows management to identify such bilingual skills as an essential function of the job for purposes of hiring and layoff decisions. The positions identified as requiring bilingual skills will receive a 2.5% wage premium.
4. The agreement provides merit-based layoff and wage step advancement for the Involuntary Commitment Supervisors.
5. The agreement contains new language providing preference for hiring internal candidates to fill vacancies, while preserving flexibility to hire external candidates when appropriate.
6. The agreement contains a new provision expressing the joint efforts of the union and the employer to effectively address bullying and intimidation in the workplace.

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services)	
Effective Date:	1/1/2008 - 12/31/2010	
Affected Agency and/or Agencies:	Department of Community & Human Services, Department of Public Health	
Note Prepared by:	John McCoy, Labor Relations Analyst, HRD	Phone: 205-5398
Department Sign Off:	Dick Woo, Finance and Administrative Services Manager, DCHS	Phone: 263-9042
Department Sign Off:	Cynthia Bradshaw – BFO 4 EMS	Phone: 263-8558
Department Sign Off:	Mark Leaf – Fiscal Manager PH	Phone: 263-8590
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Cindy West, Budget Supervisor	Phone: 263-9723
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Aaron Rubardt, Budget Analyst	Phone: 263-9715
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Jo Anne Fox, Budget Analyst	Phone: 263-9696

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2008	2009	2010
EMS	1190	DPH	\$ 40,606	\$ 81,563	\$ 35,059
CX	10	DPH	\$ 61,008	\$ 122,543	\$ 52,673
Public Health	1800	DPH	\$ 1,032,543	\$ 2,074,007	\$ 891,483
Mental Health	1120	DCHS	\$ 7,073	\$ 23,594	\$ 11,369
TOTAL			\$ 1,141,231	\$ 2,301,707	\$ 990,584

EXPENDITURE BY CATEGORIES:						
Expense Type	DeptCode	Dept	2008 Base	2008	2009	2010
Salaries		DPH/DCHS	\$ 38,805,287	\$ 966,252	\$ 1,948,943	\$ 838,784
OT			\$ 705,534	\$ 17,568	\$ 35,287	\$ 15,168
PERS & FICA			\$ 6,321,731	\$ 157,411	\$ 317,477	\$ 136,632
TOTAL			\$ 45,832,553	\$ 1,141,231	\$ 2,301,707	\$ 990,584

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	3 year contract from 1/1/2008 to 12/31/2010.
2. Wage Adjustments & Effective Dates:	
COLA:	COLA of 2.49% for 2008, 4.88% for 2009, and 90% of all-cities CPI-W, Sept.– Sept. for 2010 (2.0% est).
Other:	Involuntary Commitment Specialist Supervisors will receive a 2 range increase effective upon approval of the contract.
Retro/Lump Sum Payment:	COLA retroactive to 1/1/2008.
3. Other Wage-Related Factors:	
Step Increase Movement:	Contract provisions unchanged.
PERS/FICA:	Payroll taxes estimated to be 16%.
Overtime:	Projected using previous years' data.
4. Other Cost Factors:	

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May 28, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services) Collective Bargaining Agreement and Memorandum of Agreement for the period of January 1, 2008, through December 31, 2010. This agreement covers approximately 786 employees in the Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division and in the following five divisions of the Department of Public Health: Community Health Services; Prevention; Finance and Administrative Services; Environmental Health Services; and Emergency Services.

Employees covered by this agreement work in either public health clinics or non-clinic programs in a wide variety of supervisory, professional, medical, technical, and administrative support positions. Employees of the Community Health Services Division provide a full range of clinical and primary care related services, education, skills-building, technical assistance and support to adults and children. Prevention Division employees support county-wide efforts of chronic and communicable disease prevention and control including public education and health screening, diagnosis and treatment services to residents with low incomes and no or limited health insurance. Administrative and professional staff of the Finance and Administration Services Division performs department-wide strategic planning, financial and facilities planning and administration, procurement, education, payroll, information, and information technology support to various enterprises and projects. Environmental Health Services Division employees provide information and compliance enforcement to food service operators, retail meat market operators, drinking water/wastewater system owners/consumers, solid waste facility owners/operators, developers and homeowners. Working directly with the public, Emergency Medical Services Division administrative and professional staff provides training and support for emergency medical training and advanced life support programs. Bargaining unit employees of the Mental Health, Chemical Abuse and Dependency Services Division provide clinical supervision to more than 30 mental health professionals.

The Honorable Dow Constantine

May 28, 2009

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This agreement contains many new provisions, including provisions that help the health department attract and retain employees with bilingual skills in certain critical positions, new language around the hiring process that recognizes a preference for hiring internal candidates while permitting language flexibility in hiring decisions, and new language giving management additional tools for managing absenteeism.

The wage settlement includes a two-range increase for the three Involuntary Commitment Supervisor positions in the bargaining unit. This increase reflects market data and will help alleviate significant difficulties in recruiting and retaining candidates for those positions. The wage settlement includes cost-of-living increases for 2008, 2009 and 2010 which follow the standard county settlement agreed to with other labor organizations. Those increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Jim Johnson, Interim Labor Relations Manager, at (206) 296-8556 at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Thomas Bristow, Interim Chief of Staff
Saroja Reddy, Policy Staff Director
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Bob Cowan, Director, Office of Management and Budget, OMB
James J. Buck, County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES