

Coalition Labor Agreement (CLA) - Appendix for 038
Agreement Between King County
And
Office & Professional Employees International Union, Local 8
Departments: Public Health (Prevention Division, Health Sciences Division), Community &
Human Services (Behavioral Health and Recovery Division)

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1 **PREAMBLE**

2 (In Addition to CLA).

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

9
10 **PURPOSE AND INTENT**

11 (In addition to CLA, Preamble).

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

20
21 **APPLICATION OF COALITION LABOR AGREEMENT**

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

23
24 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

25 ***Section 1.1. Union Recognition.*** The Employer agrees to recognize the Union as the sole
26 collective bargaining representative for all full-time, regular part-time, and temporary employees as
27 referenced in Public Employment Relations Commission (PERC) Decision 5250 with the job titles in
28 KC Departments of Public Health (Currently within Prevention Division and Health Sciences

1 Division) and Community and Human Services (Currently the Behavioral Health and Recovery
2 Division) listed in Addendum A of this collective bargaining agreement.

3 **Section 1.2. Union Coverage.** The Employer shall notify the Union within thirty (30) days
4 of the establishment of any new classification in the Behavioral Health and Recovery Division of
5 Department of Community and Human Services or the Prevention Division and/or Health Sciences
6 Division of the Seattle-King County Department of Public Health. Upon request from the Union, the
7 Employer shall consult with the Union as to the appropriateness of including any new classification
8 in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent Agreement, shall be
9 subject to a decision of the Public Employment Relations Commission. The Union and the Employer
10 shall negotiate over the rate of pay for all new classifications in the bargaining unit.

11 **Section 1.3. Rosters.** Every six (6) months, upon request by the Union, the Employer shall
12 send the Union a list of all employees covered by this Agreement and include their name, address,
13 classification, rate of pay, hours worked, FTE status, and hire date.

14 **Section 1.4. Union Insignia.** Employees who are represented by the Union in good standing
15 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their
16 international or local organization. The wearing of such insignia by a Union represented employee
17 shall not be cause for discipline. This provision shall not excuse an employee from following any
18 departmental dress code.

19 **Section 1.5. Visitation.** An authorized Union representative may visit the work location of
20 employees covered by this Agreement for the purpose of investigating grievances and observing
21 working conditions. The visits shall not interfere with or disturb employees in the performance of
22 their work nor interfere with the delivery of County services. The Union shall notify the Employer of
23 such visits in advance. Except as may be provided in other provisions of this Agreement, department
24 work hours shall not be used by employees for the conduct of Union business or the promotion of
25 Union affairs (e.g., conduction of elections and other internal Union business).

26 The Union shall provide the department head and the Department HR staff as well as the
27 Office of Labor Relations a written list of the names of all authorized Union staff representatives;
28 said list shall be kept current by the Union. Access to work locations shall only be granted to Union

staff representatives on the current list.

Section 1.6. Shop Steward. The Employer agrees to recognize employees appointed and identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer, a Shop Steward may, if requested by the employee-grievant, initiate grievances and both steward and employee-grievant may attend grievance meetings on work time. The Shop Steward's work shall not be unreasonably disrupted because of their participation in grievance matters.

Section 1.7. Right to Representation. Employees shall have the right to the attendance of a Union representative at disciplinary and/or investigatory meetings. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for a representative to be present. If the Employer has not informed the employee prior to the meeting of the meeting's purpose and of the employee's right to have a representative present, the employee may request adjournment for a reasonable time period until a representative can be present.

Section 1.8. Present Conditions. No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or benefits from the application of this Agreement, unless such reduction is part of this Agreement.

ARTICLE 2: DEFINITIONS

In addition to CLA Preamble-Definitions:

Section 2.1. Probationary Employee. An employee who is employed in a career service position and is serving a probationary period. The probationary period is the period of time prior to the final step in the competitive screening process for career service appointments. Probationary employees are considered "at-will" and may be terminated without recourse to the just cause provisions or the grievance procedures in the CLA.

Section 2.2. Full-Time Regular Employees. Full-time regular employees are employees who have an established work schedule of not less than thirty-five (35) and not more than forty (40) hours per week and fill a full-time budgeted position.

1 **Section 2.3. Part-Time Regular Employees.** Part-time regular employees are employed in a
2 part-time regular position and are regularly scheduled to work at least 910 hours in a year (35 hour
3 work week) or 1040 hours in a year (40 hour work week). Part-time regular employees are members
4 of the career service and are eligible for holidays, leave, and insured benefits.

5 **Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees).**
6 Temporary employees, also known as short-term temporary (STT) employees, are individuals
7 employed in a temporary position, either full or part-time, employed on a temporary basis for less
8 than 910 hours in a calendar year (35 hour work week) or 1040 hours in a calendar year (40 hour
9 work week). Temporary employees shall be exempt from all provisions of this Agreement except for
10 Section 2.4 of this Agreement and CLA Article 26 Grievance Procedure; provided however,
11 temporary employees shall be covered by the Grievance Procedure solely for the purposes of
12 adjudicating grievances relating to Section 2.4 of this Agreement and CLA Article 26. The
13 Department will not use temporary employees to cause the reduction of existing bargaining unit
14 positions. Temporary employees are considered at-will and may be terminated without recourse to
15 the just cause provisions or the grievance procedures in the CLA.

16 **Section 2.5. Temporary Employees' Pay.** Temporary employees (other than term-limited
17 temporary employees) whose work hours exceed the calendar year working hours threshold defined
18 in Section 2.4 shall be eligible for pay in lieu of benefits as provided by King County ordinance
19 (KCC 3.12.040).

20 **Section 2.6. Term-limited Temporary Employees.** Term-limited temporary employees are
21 those employed in a term-limited temporary position. Term-limited temporary employees are not
22 members of the career service and may not be employed in term-limited temporary positions longer
23 than what is provided in King County Code. Term-limited temporary employees are exempt from all
24 provisions of this Agreement except those provisions that cover temporary employees as defined in
25 Section 2.4 above. In addition, term-limited temporary employees are eligible for paid leaves,
26 holidays, and insured benefits as provided by King County ordinance (KCC 3.12.040). Term-Limited
27 Temporary employees are considered at-will and may be terminated without recourse to the just
28 cause provisions or the grievance procedures in the CLA.

1 **Section 2.7. Hourly (overtime-eligible) employees.** Hourly employees are eligible for
2 overtime in accordance with the provisions of the Fair Labor Standards Act and this collective
3 bargaining agreement. These employees will be paid for all the hours they are required or permitted
4 to work.

5 **Section 2.8. Exempt employees.** Exempt employees are those who occupy positions that are
6 exempted from the overtime provisions of the Fair Labor Standards Act. Exempt employees are not
7 eligible for overtime pay and are expected to work the hours necessary to perform the work. The
8 core work week is forty (40) hours, with meal periods as scheduled by the employee. Exempt
9 employees who are absent for part of a work day will not be required to charge such absences against
10 any accrued leave balances, nor will the employees' pay be reduced.

11 **Section 2.9. Seniority.** Seniority is measured by the adjusted service date in a career service
12 appointment in a classification and position covered by this Agreement. The adjusted service date
13 shall include time in a temporary appointment (including term-limited temporary) if the temporary
14 position was covered by this Agreement, and a break in service between the temporary and the career
15 service appointment is no more than thirty calendar days.

16 Upon the request of the Union, The County shall furnish information about the employment
17 history of represented employees. Upon the request of the County, the Union shall furnish a certified
18 seniority list based upon its interpretation of the rules in this Article as well as any rules that the local
19 or international union may apply to seniority or restoration of seniority. The parties shall use this
20 seniority list for the purpose of administering the seniority-based provisions of this Agreement.

21 22 **ARTICLE 3: NON-DISCRIMINATION**

23 Complaints or charges under this Article may be pursued through Step 3 of the
24 grievance procedure set forth in Article 26 of the CLA, and/or with appropriate local, state or federal
25 equal employment opportunity agencies.

26 27 **ARTICLE 4: EMPLOYMENT PRACTICES**

28 **Section 4.1. Personnel Files.** The employees covered by this Agreement may examine their

1 personnel files in the department's personnel office in the presence of the department Personnel
2 Manager or a designee. Upon request, employees may receive a copy of any materials in their file.
3 Employees shall be notified of any materials related to disciplinary actions to be placed in their
4 personnel files. Employees shall be given an opportunity to provide a written response to any written
5 evaluations, disciplinary actions, or any other material to be included in the personnel file.

6 ***Section 4.2. Employer Policies.*** All written department policies and procedures addressing
7 working conditions specified in this Appendix for employees covered by this Agreement shall be
8 furnished to the Union. If conditions allow, the Employer will attempt to give the Union at least two
9 (2) weeks notice of any such written policies.

10 ***Section 4.3. Performance Evaluations.*** The Employer shall maintain a performance
11 evaluation system relating to employees covered by this Agreement. The performance evaluation
12 system shall be used as a method in measuring an employee's performance. The performance
13 evaluation system shall encompass performance expectations based upon the goals and objectives of
14 the position being evaluated.

15 The evaluation must be prepared prior to and presented to the affected employee at an
16 evaluation conference which usually will be conducted by the person writing the evaluation. The
17 evaluatee has the responsibility to participate in the evaluation conference and to improve work
18 performance in any area where performance deficiencies are found to exist.

19 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
20 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
21 of their evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
22 after the conference, comment in writing relative to the substance of the evaluation either on the
23 evaluation form or have their written comments affixed to the evaluation.

24 Employees appointed to regular, career service positions shall be evaluated at least once
25 during their probationary period and no less than annually thereafter. Normally, evaluations during
26 the probationary period will occur at two months and four months after the date of the probationary
27 appointment.

28 ***Section 4.4. Probation Period.*** An employee appointed to a career service position shall

1 serve a probation period, which normally shall be six months from the date of appointment to a
2 classification. The probation period may be extended provided the employee and Union
3 representative are notified of the extension prior to the expiration the initial six months, but probation
4 shall not exceed twelve months in any case. Probationary employees are considered at-will and may
5 be terminated without recourse to the just cause provisions or the grievance procedures in the CLA.

6 **Section 4.5. *Filling Vacancies in the Bargaining Unit.*** If the qualifications of a regular
7 career service bargaining unit candidate are equal to the qualifications of another candidate, the
8 regular bargaining unit employee shall receive preference for appointment. If two career service
9 bargaining unit candidates are equally qualified, the most senior employee shall be appointed.

10 **Section 4.6. *Working Out of Class Assignment Selection.*** When there is an opportunity for
11 bargaining unit employees to be assigned Out of Class Work, management shall notify the qualified
12 bargaining unit employees and allow an opportunity for employees to volunteer to be considered for
13 the assignment. If two bargaining unit candidates are equally qualified, the most senior employee
14 will receive the assignment.

15 16 **ARTICLE 5: HOURS OF WORK**

17 **Section 5.1. *Workweek/Workday.*** For regular full-time employees, between seven (7) and
18 eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours
19 in any one week, between the hours of 7:00 a.m. and 7:00 p.m., or five (5) consecutive days, shall
20 constitute a normal workweek. It is understood that the Employer may change the hours of any job,
21 after two weeks (i.e. 14 calendar days) notice to the impacted employee (except in cases of
22 emergency, when no notice is required), where the working hours no longer meet the requirement of
23 the work flow.

24 **Section 5.1.(a).** With the approval of the Employer, employees may flex their schedules to
25 fulfill their job responsibilities.

26 **Section 5.2. *Meal and Break Periods.*** Each seven (7) or eight (8) hour workday for
27 overtime-eligible employees shall include one unpaid meal period of at least thirty (30) minutes
28 approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each.

1 One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour
2 overtime period. Employees required to remain in the workplace during their meal period shall be
3 paid at the appropriate rate of pay.

4 **Section 5.3. Overtime.** . Contractual daily overtime shall be paid to employees who work
5 more than their regularly scheduled work day at the Contractual Overtime Rate in effect at the time
6 the overtime work is performed.

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

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

16 All time worked by an overtime-eligible employee in excess of forty (40) hours in one work
17 week (except as provided in Section 6.8), shall be considered overtime and paid for at the contractual
18 overtime rate. All overtime requires prior authorization by the Employer. With mutual agreement
19 between the Employer and employee, overtime work may be compensated with compensatory time
20 off at the rate of one and one-half times the time worked. Any balance of comp time hours as of the
21 end of the pay period that includes December 31, shall be cashed out. Compensatory time must be
22 used during the calendar year in which it is accrued unless this is not feasible due to work demands.
23 The employee may then request, and the department director will approve, the carryover of a
24 maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried
25 over must be used within the first quarter of the new calendar year, or they will be cashed out.

26 **Section 5.3.(a). Meal Allowance.** Employees required to work four (4) or more hours
27 beyond their regular shift shall be provided a meal allowance consistent with County ordinance. Rest
28 breaks and meal periods during overtime work will be provided consistent with State laws.

1 **Section 5.4. Workweek.** Nothing in Article 5 shall limit the Employer's ability to offer the
2 Employee an alternative work schedule. Employees may have flexible work schedules with the
3 mutual consent of the employee and the Employer. Requests by the employee to work an alternative
4 work schedule shall not be unreasonably denied by the Employer.

5 **Section 5.5. Inclement Weather.** Should weather conditions prevent an employee from
6 reporting to work the following shall apply:

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

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

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

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

14 5. Rules regarding inclement weather are established in King County's All-Hazards
15 Manual.

16 **Section 5.6. Training.** (in addition to CLA Article 44). When management approves an
17 employee to attend a training program, the training will be considered paid work time, and the
18 County will pay program fees and pay travel expenses in accordance with County reimbursement
19 policies.

20 21 **ARTICLE 6: HOLIDAYS WORKED**

22 **Section 6.1. Pay for Work on a Holiday.** Work performed on holidays by overtime-eligible
23 employees shall be paid at the contractual overtime rate (one and one half (1-1/2) times the regular
24 hourly base rate of pay plus any applicable pay premiums in effect) in addition to holiday pay.

25 **Section 6.2. Proration of Paid Holidays for Part-time Employees.** A regular part-time
26 employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon
27 straight time hours compensated during the pay period prior to the pay period in which the holiday
28 falls.

Section 6.3. Holidays and Overtime. Holidays paid for but not worked shall not be recognized as time worked for the purpose of determining overtime eligibility.

ARTICLE 7: VACATION SCHEDULING AND INCREMENTS

Per CLA Articles 32 and 9.

In Addition to CLA Articles 32 and 9:

Section 7.1. Increments. The minimum vacation allowance to be used by an employee shall be fifteen minutes. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) shall not normally use leave in increments of less than one work day.

Section 7.2. Vacation Scheduling. The Department and Division management shall arrange vacation time for employees on such schedules as will least interfere with the functions of the Department but which accommodate the desires of the employee to the greatest degree possible. Employee vacation requests shall be approved or denied in writing within ten (10) workdays after submission to the Employer. Scheduled vacation shall not be denied once approved by the Employer, except in an emergency. When two or more employees submit vacation requests simultaneously and only one request can be approved, the employees will first attempt to resolve the matter among themselves. If it is not resolved, the request of the most senior employee will be approved.

ARTICLE 8: SICK LEAVE ADMINISTRATION

Per CLA Article 31.

In Addition to CLA Articles 31:

Section 8.1. Sick Leave during vacation: If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, they shall notify the department immediately upon return to work. A doctor's statement or other proof of illness or disability, while on vacation or compensatory time off, must be presented when the employee is claiming three or more consecutive days of sick leave.

ARTICLE 9: RATES OF PAY

Section 9.1. Pay ranges are listed in Addenda A, attached.

Section 9.2. Step Increases. Employees hired at Step 1 of their pay range shall receive one (1) step increase after successful completion of the probationary period, and may receive a step increase at the discretion of the Employer if hired at Step 2 or higher, non-probationary regular employees who are not at Step 10 of the salary range will receive a one-step increase annually on January 1, provided that the employee is no longer in a probationary status as of September 30th of the previous year. Employees out on leave for industrial injury will continue to receive step increases during that time. TLT employees are eligible for step increases pursuant to the Contingent Worker Manual, not this Agreement. Short-Term Temporary Employees are not eligible for step increases.

Section 9.3. Lead Pay. Employees properly assigned as leads shall receive a five (5) percent premium.

Section 9.4. Shift Differential. The County will pay shift differential of sixty (60) cents per hour for regularly scheduled shifts of at least thirty (30) days duration which begin after 12:00 p.m.

ARTICLE 10: LEAVES OF ABSENCE

Section 10.1. General Provision. The continuous service and seniority status of an employee shall not be interrupted while on unpaid leave of up to one year unless otherwise required by law.

Section 10.2. Pay for Court Appearances. All regular leave eligible employees ordered to appear before a court of law in a matter related to their employment in King County shall be entitled to their regular pay.

Section 10.3. Executive Leave. Employees covered by this Agreement who are exempt from the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of Executive Leave per year, as determined by the Employer, in accordance with Executive Policy.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS

Per CLA Article 25. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of any agreement of the Joint Labor

1 Management Insurance Committee.

2
3 **ARTICLE 12: REDUCTION IN FORCE**

4 ***Section 12.1. Order of Layoff.*** In the event of a reduction in force due to lack of work and/or
5 lack of funds or considerations of efficiency, layoffs shall be by Seniority as defined in Article 2,
6 Section 2.9 of this Agreement.

7 ***Section 12.1(a).*** An employee who is recalled within two calendar years of the date of layoff,
8 as provided in Section 12.4 below, shall have all accrued Seniority restored. Seniority shall accrue
9 during any compensated leave or during any leave without pay for periods of thirty (30) calendar
10 days or less. Seniority shall be retained but shall not accrue during that period of an authorized leave
11 of absence without pay that exceeds thirty (30) calendar days.

12 ***Section 12.1(b).*** The position(s) to be eliminated shall be at the sole discretion of the
13 Employer. If the Employer determines that an employee possesses a unique skill or abilities which
14 are essential to the operation of the division, the Employer may retain such an employee and need not
15 lay them off under the seniority-based layoff procedure of this Article. The least senior employee(s)
16 in the bargaining unit in the affected job classification in the Department (Community and Human
17 Services, or Public Health) shall be laid off first; however, in the event of two (2) employees having
18 the same seniority in the affected job classification, ability and skill, shall be the determining factor
19 on retention. In lieu of laying off an employee, the Department of Human Resources (DHR) Director
20 may reassign such employee(s) to a comparable, vacant position, if the DHR Director determines
21 such reassignment to be in the best interest of the County.

22 ***Section 12.2. Bumping.*** In any layoff, more senior employees, if qualified, as determined by
23 the Department, shall be entitled to bump less senior employees within the same Division, the intent
24 being that the least senior employees be laid off first. Employees in the bargaining unit who are laid
25 off may bump into other positions in the bargaining unit and in the same Division if they meet all of
26 the following criteria:

27 1. The employee to be bumped has the least Seniority in the lower classification than
28 the employee who elects to bump; and

2. The employee to be bumped is at a lower pay range than the employee who elects to bump; and

3. The employee electing to bump has previously performed the essential duties of the person (including work unit and function) they are electing to bump.

Section 12.3. Placement. The County will attempt to place all employees scheduled for layoff into vacant positions for which they qualify. Such qualifications shall be determined by the Director of the Department of Human Resources. Employees may access King County Career Support Services (CSS) as applicable under the CSS Program.

Section 12.4. Recall. All employees who are laid off shall be placed on a recall list with the employee with the most Seniority being recalled first. A laid-off employee may be removed from the department recall list for any of the following reasons:

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

Recall rights and process shall be administered consistent with King County Career Support Service Rules.

ARTICLE 13: EDUCATION AND TRAINING

In Addition to CLA Article 44.

The County and the Union agree continuous upgrading of employee's skills and knowledge is beneficial to providing quality services to the public. Therefore, employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education.

1 The Employer recognizes the importance and value of providing training opportunities. To that end,
2 the Health Department and the Department of Community and Human Services will continue to have
3 this as a goal, making every effort to allow employees reasonable release time to attend training
4 sessions and seminars in their field.

6 **ARTICLE 14: MISCELLANEOUS**

7 ***Section 14.1. Employee Assistance Program.*** An Employee who appears to have a
8 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
9 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
10 the King County Employee Assistance Program.

11 ***Section 14.2. Labor Management Committee.*** The parties agree to participate in a Labor-
12 Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different
13 schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and
14 designated management participants. Meetings will be scheduled during normal work hours, and
15 employee representatives on the Committee shall participate on paid work time, provided that the
16 Employer will incur no overtime liability as a result of employee participation in the Labor-
17 Management Committee. Unfair labor practices, lawsuits and disciplinary matters are not subjects for
18 discussion for the LMC. The LMC process should not be used to adjust or resolve pending
19 grievances. The County and the Union also understand that the LMC is not a substitute for
20 bargaining and has no authority to amend the contract.

21 ***Section 14.3. Meal Allowance.*** An employee covered by this Agreement, who is required by
22 the Employer to travel on Employer business will be entitled to an allowance consistent with King
23 County Ordinance.

25 **ARTICLE 15: MANAGEMENT RIGHTS**

26 ***Section 15.1.*** The County will continue to have, whether exercised or not, all the rights,
27 powers and authority heretofore existing including, but not limited to, the following: the right to
28 determine the standards of services to be offered by the department; determine the standards of

1 selection of employment; direct its employees; take disciplinary action; determine the methods, tools,
2 and standards of evaluating employee performance, relieve its employees from duty because of lack
3 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the
4 efficiency of governmental operations; control and discretion over its work and fulfill all of its legal
5 responsibilities, and to determine the work schedules of its employees. All the rights, responsibilities
6 and prerogatives that are inherent in the County by virtue of all federal, state, and local laws and
7 regulations provisions shall not be subject to any grievance or arbitration proceeding.

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

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

17 18 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

19 ***Section 16.1.*** The County and the Union agree that the public interest requires efficient and
20 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
21 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
22 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
23 duties, sick leave absence which is not bona fide, or other interference with County functions by
24 employees under this Agreement and should same occur, the Union agrees to take appropriate steps
25 to end such interference. Any concerted action by any employees in the bargaining unit shall be
26 deemed a work stoppage if any of the above activities have occurred.

27 ***Section 16.2.*** Upon notification in writing by the County to the Union that any of its
28 represented employees are engaged in a work stoppage, the Union shall immediately, in writing,

order such employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union represented employees to cease engaging in such work stoppage.

Section 16.3. The Union shall not question the unqualified right of the Employer to discipline or discharge employees engaging in or encouraging such action. It is understood that such action on the part of the Employer shall be final and binding.

For Office and Professional Employees Union, Local 8:

Signed by:

Denise Baeza

BB046C5F2720461...

Denise Baeza

Union Representative

For King County:

Signed by:

Timm Lovitt

F5F50D19858F41C...

Timm Lovitt

Labor Relations Negotiator

Office of Labor Relations, Executive Office

cba Code: 038**Union Code: B3****ADDENDUM A****OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8****SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH****DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

Employees covered by this Agreement are allocated to the King County job classifications listed below. Employees of the Department of Public Health, Seattle and King County, are assigned to the Prevention Division and Health Sciences Division. Employees of the Department of Community and Human Services are assigned to the Behavioral Health and Recovery Division.

Job Class Code	PeopleSoft Job Code	Classification Title	Salary Range* (Squared Table)
4201100	421203	Administrative Specialist I	35
4201200	421302	Administrative Specialist II	39
2810000	281102	Administrative Staff Assistant	49
3117100	313102	Chemical Dependency Case Monitor	45
3120200	313302	Chemical Dependency Involuntary Commitment Specialist	53
9327100	932402	Chemical Dependency Transfer Driver	29
2441100	243103	Project/Program Manager I	53
2441200	243202	Project/Program Manager II	58
2441300	243306	Project/Program Manager III	63
* Refer to the King County Squared Salary Schedule for rates			