



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.: 4	Date: 16 Nov 2009
Ordinance No.: 2009-0611	Prepared by: Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0611 (pp. 5-6 of these materials) would approve a collective bargaining agreement (“CBA”) between King County and the Office and Professional Employees International Union, Local 8. The CBA (pp. 7-46 of these materials) covers about 15 employees in the Departments of Community and Human Services and Public Health. As described by the Executive, “The new agreement is an extension of the prior agreement for three years, with no changes to the terms and conditions.”

1. Term of the CBA

The CBA covers the three-year period from 1 September 2009 through 31 August 2012. (CBA Article 20, p. 45 of these materials)

2. The Bargaining Unit

The bargaining units are described in the Executive’s transmittal letter at p. 55 of these materials:

- **Public Health:** “The employees in Public Health work in the Alcohol, Tobacco and Other Drugs Prevention Division, which carries out a variety of efforts to promote alcohol/drug-free lifestyles and discourage tobacco use. They provide training, technical assistance and funding for science-based prevention services in the community.”
- **Community and Human Services:** “In the Department of Community and Human Services, the employees monitor treatment agencies that contract with King County to provide methadone and outpatient chemical dependency treatment services; they conduct annual site visits and provide continuing technical assistance as needed.”

3. Consistency with Labor Policies

As described in the Contract Summary (pp. 49-51 of these materials), the proposed CBA appears to be consistent with the County’s labor policies.

4. Pay Ranges and COLAs

Wage rates are specified in CBA Addendum A (p. 46 of these materials) and are based on the 2009 King County 10-Step Hourly Squared Schedule.

The cost-of-living adjustment (COLA) for 2010 follows the standard county settlement agreed to with other unions. The adjustment is 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 § 9.1, p. 28 of these materials.) According to the Executive's Fiscal Note (p. 53 of these materials), the assumed increase is 2 percent in 2010.

The CBA provides for the parties to reopen negotiations in 2010 on the subject of COLAs for 2011 and 2012. (*See* CBA § 9.1, p. 28 of these materials.)

5. Performance Evaluations

The CBA provides that the county "shall maintain a performance evaluation system relating to employees covered by this Agreement." *See* CBA § 4.4, p. 17 of these materials.

6. Interest Arbitration

This bargaining unit is not eligible for interest arbitration. *See* Contract Summary, at p. 51 of these materials.

7. No-Strike Provision

Section 18.1 of the agreement (p. 43 of these materials) prohibits "any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement."

B. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive's Fiscal Note (p. 53 of these materials). From a base cost of \$1,195,710 for 2009, the CBA would result in an increase of \$23,914 in 2010. The increased cost, if any, in 2011 and 2012 will depend on the outcome of the reopened negotiation of whether to implement COLAs for those years. The Executive's transmittal letter describes the CBA as comparing favorably with other labor settlements and being within the county's capacity to finance (p. 56 of these materials).

C. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. *See* Transmittal letter, p. 56 of these materials.

INVITEES

- 1. Suzanne Mode, Business Manager, OPEIU Local 8
- 2. Amanda Saylor, Union Representative, OPEIU Local 8
- 3. Karen Place, Labor Negotiator, Human Resources Division, DES
- 4. David Levin, Labor Negotiator, Human Resources Division, DES

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Signature Report

November 12, 2009

Ordinance

Proposed No. 2009-0611.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Office & Professional Employees International
4 Union, Local 8 (Departments: Public Health (Division of
5 Alcohol, Tobacco and Other Drugs Prevention),
6 Community and Human Services (Mental Health, Chemical
7 Abuse and Dependency Services Division)) representing
8 employees in the departments of community and human
9 services and public health; and establishing the effective
10 date of said agreement.

11
12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. The collective bargaining agreement negotiated between King
14 County and Office & Professional Employees International Union, Local 8 (Departments:
15 Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community
16 and Human Services (Mental Health, Chemical Abuse and Dependency Services
17 Division)) representing employees in the departments of community and human services

18 and public health and attached hereto is hereby approved and adopted by this reference
19 made a part hereof.

20 SECTION 2. Terms and conditions of said agreement shall be effective from
21 September 1, 2009, through and including August 31, 2012.

22

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. Agreement by and between King County and Office & Professional Employees
International Union, Local 8

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AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
REPRESENTING EMPLOYEES IN
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
DIVISION OF ALCOHOL, TOBACCO AND OTHER DRUGS PREVENTION
AND
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

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1 **PREAMBLE**

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

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1 **PURPOSE**

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

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1 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

2 ***Section 1.1. Union Recognition.*** The Employer agrees to recognize the Union as the sole
3 collective bargaining representative for all full-time, regular part-time, and temporary employees as
4 referenced in Public Employment Relations Commission (PERC) Decision 5250. The job titles of
5 employees covered by this Agreement are set forth in Addendum A.

6 ***Section 1.2. Union Coverage.*** The Employer shall notify the Union within thirty (30) days of
7 the establishment of any new classification in the Prevention Division, Department of Public Health
8 or the Mental Health, Chemical Abuse and Dependency Services Division, Department of
9 Community and Human Services. Upon request from the Union, the Employer shall consult with the
10 Union as to the appropriateness of including any new classification in the bargaining unit. Inclusion
11 or exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of the Public
12 Employment Relations Commission. The Union and the Employer shall negotiate over the rate of
13 pay for all new classifications in the bargaining unit.

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

23 ***Section 1.4.*** Nothing in this Article shall require an employee to join the Union if the
24 employee qualifies for exemption based on a bona fide religious belief or on bona fide religious tenets
25 or teachings of a church or religious body of which the employee is a member, in which case an
26 amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-religious
27 charity mutually agreed upon by the employee affected and the bargaining representative to which
28 such employee would otherwise pay the dues and initiation fee. The employee shall, every thirty

1 (30) days, furnish proof that such payment has been made.

2 **Section 1.4.(a).** Nothing in this Article shall require an employee to join the Union who elects
3 instead to pay the Union an agency fee as allowed by law.

4 **Section 1.5. Rosters.** Every six (6) months, upon request by the Union, the Employer shall
5 send the Union a list of all employees covered by this Agreement and include their name, address,
6 classification, rate of pay, hours worked, FTE status, and hire date.

7 **Section 1.6.** In the event an employee fails to apply for or maintain his/her membership in the
8 Union as required, the Union may give the Employer notice of this fact. Within twenty (20) days
9 after receipt of such notice, if the employee has not obtained membership in the Union, the services
10 of such employee shall be terminated by the Employer.

11 **Section 1.7. Union Insignia.** Employees who are members of the Union in good standing
12 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their
13 international or local organization. The wearing of such insignia by a Union member shall not be
14 cause for discipline. This provision shall not excuse an employee from following any departmental
15 dress code.

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

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

1 be allowed to post electronic mail notices on the King County electronic mail system if the notices
2 meet the same requirement, provided the notices also comply with King County policies governing
3 electronic mail and internet use. The parties understand and agree there is no guarantee of privacy of
4 electronic mail messages. In no circumstances shall use of the County equipment interfere with
5 normal operations or service to the public.

6 **Section 1.10. Hold Harmless.** The Union shall indemnify, defend, and hold the County
7 harmless against any and all claims made and against any and all suits instituted against the County
8 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County
9 under Sections 1.3, 1.6 and 1.8 of this Article.

10 **Section 1.11. Union Notification.** Within ten (10) days from assignment of any employee for
11 regular employment, the Employer shall forward the Union a completed membership application
12 form signed by that employee. The Employer shall notify the Union promptly of all employees
13 leaving its employment.

14 **Section 1.12. Visitation.** An authorized Union representative may visit the work location of
15 employees covered by this Agreement for the purpose of investigating grievances and observing
16 working conditions. The visits shall not interfere with or disturb employees in the performance of
17 their work nor interfere with the delivery of County services. The Union shall notify the Employer of
18 such visits in advance. Except as may be provided in other provisions of this Agreement, department
19 work hours shall not be used by employees for the conduct of Union business or the promotion of
20 Union affairs (e.g., conduction of elections and other internal Union business).

21 The Union shall provide the department head and the Director of the of Human Resources
22 Division or designee a written list of the names of all authorized Union staff representatives; said list
23 shall be kept current by the Union. Access to work locations shall only be granted to Union staff
24 representatives on the current list.

25 **Section 1.13. Shop Steward.** The Employer agrees to recognize employees appointed and
26 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
27 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
28 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his/her

1 participation in grievance matters.

2 **Section 1.14. Present Conditions.** No present employee, who, prior to the date of this
3 Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the
4 class of work in which the employee was engaged, will suffer a reduction in the rate of wages or
5 benefits from the application of this Agreement, unless such reduction is part of this Agreement.

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1 **ARTICLE 2: DEFINITIONS**

2 ***Section 2.1. Probationary Employee.*** An employee who is employed in a career service
3 position and is serving a probationary period. The probationary period is the period of time prior to
4 the final step in the competitive screening process for career service appointments.

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

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

12 ***Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees).***
13 Temporary employees are individuals employed in a temporary position, either full or part-time,
14 employed on a temporary basis for less than 910 hours in a calendar year (35 hour work week) or
15 1040 hours in a calendar year (40 hour work week). Temporary employees shall be exempt from all
16 provisions of this Agreement except for Section 1.6, Section 2.4, and Article 11 Grievance Procedure;
17 provided however, temporary employees shall be covered by the Grievance Procedure solely for the
18 purposes of adjudicating grievances relating to Section 1.6, Section 2.4, and Article 11 of this
19 Agreement. The Department will not use temporary employees to cause the reduction of existing
20 bargaining unit positions.

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

25 ***Section 2.6. Term-limited Temporary Employees.*** Term-limited temporary employees are
26 those employed in a term-limited temporary position. Term-limited temporary employees are not
27 members of the career service and may not be employed in term-limited temporary positions longer
28 than three years beyond the date of hire, except as provided in King County Code. Term-limited

1 temporary employees are exempt from all provisions of this Agreement except those provisions that
2 cover temporary employees as defined in Section 2.4 above. In addition, term-limited temporary
3 employees are eligible for paid leaves, holidays, and insured benefits as provided by King County
4 ordinance (KCC 3.12.040).

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

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

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

1 **ARTICLE 3: NON-DISCRIMINATION**

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

7 Complaints or charges under this Article may be pursued through Step 3 of the grievance
8 procedure set forth in Article 11 of this Agreement, and/or with appropriate local, state or federal
9 equal employment opportunity agencies.

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1 **ARTICLE 4: EMPLOYMENT PRACTICES**

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

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

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

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

24 ***Section 4.4. Performance Evaluations.*** The Employer shall maintain a performance
25 evaluation system relating to employees covered by this Agreement. The performance evaluation
26 system shall be used as a method in measuring an employee's performance. The performance
27 evaluation system shall encompass performance expectations based upon the goals and objectives of
28 the position being evaluated.

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

5 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
6 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
7 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
8 after the conference, comment in writing relative to the substance of the evaluation either on the
9 evaluation form or have his/her written comments affixed to the evaluation.

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

14 **Section 4.5. Position Vacancies.** The County and the Union mutually agree on the
15 desirability of providing opportunities for current employees to seek promotions and other career
16 opportunities within the County. The County will ensure that employees covered by this Agreement
17 receive notice of all career service positions within the bargaining unit that are available for
18 application. All bargaining members who complete the application process, and are qualified, will be
19 considered as candidates for career service job openings within the bargaining unit. If the
20 qualifications of a regular career service bargaining unit candidate are equal with the qualifications of
21 another candidate, the regular bargaining unit employee shall receive preference for appointment. If
22 two career service bargaining unit candidates are equally qualified, the most senior employee shall be
23 appointed.

24 **Section 4.5.(a). Work Assignment.** When there is an opportunity for bargaining unit
25 employees to be assigned to work on a special project of limited duration, or to be assigned
26 temporarily to perform the duties of a high-level job class, management shall notify the qualified
27 bargaining unit members and allow an opportunity for employees to volunteer to be considered for
28 the assignment. If two bargaining unit candidates are equally qualified, the most senior employee

1 will receive the assignment.

2 **Section 4.6. Probation Period.** An employee appointed to a career service position shall
3 serve a probation period, which normally shall be six months from the date of appointment to a
4 classification. The probation period may be extended provided the employee and union
5 representative are notified of the extension prior to the expiration the initial six months, but probation
6 shall not exceed twelve months in any case.

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1 **ARTICLE 5: HOURS OF WORK**

2 **Section 5.1. Workweek/Workday.** For regular full-time employees, between seven (7) and
3 eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours
4 in any one week, between the hours of 7:00 a.m. and 5:00 p.m., or five (5) consecutive days, shall
5 constitute a normal workweek. It is understood that the Employer may change the hours of any job
6 where the working hours no longer meet the requirement of the work flow.

7 **Section 5.1.(a).** With the approval of the employer, employees may flex their schedules to
8 fulfill their job responsibilities.

9 **Section 5.2. Meal and Break Periods.** Each seven (7) or eight (8) hour workday for
10 overtime-eligible employees shall include one unpaid meal period of at least thirty (30) minutes
11 approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each.
12 One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour
13 overtime period. Employees required to remain in the workplace during their meal period shall be
14 paid.

15 **Section 5.3. Overtime.** All time worked by an overtime-eligible employee in excess of forty
16 (40) hours in one work week (except as provided in Section 6.8), shall be considered overtime and
17 paid for at the overtime rate. All overtime requires prior authorization by the Employer. With mutual
18 agreement between the Employer and employee, overtime work may be compensated with
19 compensatory time off at the rate of one and one-half times the time worked.

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

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

27 **Section 5.5. Call-In Pay.** Should an overtime-eligible employee be called in to work on a
28 scheduled day off or after normal working hours, the employee shall receive not less than two (2)

1 hours pay at the applicable rate. An employee shall be deemed to have been called in only when the
2 employee receives notice of work after having left the work site. If an employee receives such notice
3 of work before leaving the work site, but after the end of the preceding regular shift, the employee
4 shall be deemed to have worked continuously.

5 **Section 5.6. 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 **Section 5.7. Training.** When management approves an employee to attend a training
15 program, the training will be considered paid work time, and the County will pay program fees and
16 pay travel expenses in accordance with County reimbursement policies.

1 **ARTICLE 6: HOLIDAYS**

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

4

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

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16 **Section 6.2. Personal Holidays.** Each employee shall receive two (2) additional personal
17 holidays to be administered through the vacation plan. These days can be used in the same manner as
18 any vacation day earned. Administration of this benefit shall be consistent with King County
19 Ordinance.

20 **Section 6.3. Holiday Pay Qualification.** An employee must be in paid status on the day prior
21 to and the day following a holiday to be eligible for holiday pay.

22 **Section 6.4. Work on a Holiday.** Work performed on holidays by overtime-eligible
23 employees shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular
24 holiday pay.

25 **Section 6.5. Holidays falling on Saturday** shall be observed the preceding Friday unless
26 otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless
27 otherwise designated.

28 **Section 6.6. Proration of Paid Holidays for Part-time Employees.** A regular part-time

1 employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon
2 straight time hours compensated during the pay period prior to the pay period in which the holiday
3 falls.

4 **Section 6.7. Holiday Pay for Alternative Work Schedules.** Holiday benefits shall be based
5 on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees
6 working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a
7 day. Employees scheduled to work an alternative work week shall be granted no more than ninety-six
8 (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per week
9 schedule. An employee working an alternative schedule, such as four ten-hour days, during which a
10 holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or adding
11 either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to receive
12 ten (10) hours of pay for the holiday.

13 **Section 6.8. Holidays and Overtime.** Holidays paid for but not worked shall be recognized
14 as time worked for the purpose of determining overtime eligibility, except for paid time off taken as a
15 personal holiday as defined in Section 6.2 above.

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1 **ARTICLE 7: VACATION**

2 **Section 7.1. Accrual.**

3 **Section 7.1.(a).** Full-time Regular and Term-limited Temporary employees shall accrue
4 vacation pursuant to County ordinance:

5

6 Full Years of Service	7 Annual Leave in Days
8 Upon hire through end of Year 5	12
9 Upon beginning of Year 6	15
10 Upon beginning of Year 9	16
11 Upon beginning of Year 11	20
12 Upon beginning of Year 17	21
13 Upon beginning of Year 18	22
14 Upon beginning of Year 19	23
15 Upon beginning of Year 20	24
16 Upon beginning of Year 21	25
17 Upon beginning of Year 22	26
18 Upon beginning of Year 23	27
19 Upon beginning of Year 24	28
20 Upon beginning of Year 25	29
21 Upon beginning of Year 26 and beyond	30

22 **Section 7.1.(b).** Regular and Term-limited Temporary Part-time Employees shall accrue
23 vacation prorated to the number of hours the employee actually works.

24 **Section 7.2. Use of Accrued Vacation.**

25 **Section 7.2.(a).** An eligible employee may accumulate a vacation balance of up to sixty (60)
26 days (480 hours). The maximum is 420 hours for employees with a 35 hour work week. Eligible
27 employees shall continue to accrue vacation in excess of the maximum during the calendar year in
28 which they reach the maximum; however, they must use vacation leave beyond the maximum

1 accrual amount before December 31 of each year. Employees who leave King County employment
2 after at least six months of service will be paid for their unused vacation up to the maximum specified
3 herein. Employees shall forfeit the excess accrual on December 31 of each year, unless the employee
4 has received approval in accordance with County policies and procedures to carry over excess
5 vacation into the following year.

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

8 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be one (1)
9 hour. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act
10 (FLSA) shall not normally use leave in increments of less than one work day.

11 **Section 7.2.(d).** After six (6) months service, upon termination of employment for any reason,
12 employees shall be paid for all unused vacation

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

15 **Section 7.3. Vacation Scheduling.** The Department and Division management shall arrange
16 vacation time for employees on such schedules as will least interfere with the functions of the
17 Department but which accommodate the desires of the employee to the greatest degree possible.
18 Employee vacation requests shall be approved or denied in writing within ten (10) workdays after
19 submission to the Employer. Scheduled vacation shall not be denied once approved by the Employer,
20 except in an emergency. When two or more employees submit vacation requests simultaneously and
21 only one request can be approved, the employees will first attempt to resolve the matter among
22 themselves. If it is not resolved, the request of the most senior employee will be approved.

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

26 **Section 7.5. Retirement and Vacation Accrual Pay-Off.** Employees who are eligible for
27 participation in the Public Employees' Retirement System (PERS), shall be compensated for accrued
28 vacation upon retirement in accordance with PERS regulations and state law.

1 **ARTICLE 8: SICK LEAVE**

2 **Section 8.1. Accrual.** Employees shall accrue and use sick leave consistent with King
3 County ordinance. Sick leave with pay shall be earned by all regular and term-limited temporary
4 employees at the rate of .04616 times the number of hours in pay status, exclusive of overtime, up to
5 a maximum of eight hours per month. There shall be no maximum on accrual of sick leave. New
6 employees shall accrue sick leave from date of hire.

7 **Section 8.2. Use of Accrued Sick Leave.**

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

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

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

23 **Section 8.3. Sick Leave Payment.** Upon the retirement or death of an employee, thirty-five
24 (35) percent of such employee's accumulated sick leave credits shall be paid to the employee or the
25 employee's estate. Payment shall be an amount equal to the accumulated, unused sick leave time
26 multiplied by the employee's rate of pay in effect on the date of leaving County employment, less
27 mandatory withholdings.

28 **Section 8.4. Wellness Incentive.** Employees within the bargaining unit who, during a

1 calendar year, used less than thirty-six (36) hours of sick leave may convert eight (8) hours of unused,
2 accrued sick leave to a personal vacation day to be used in the next calendar year. This benefit shall
3 be prorated for part-time employees.

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

1 **ARTICLE 9: RATES OF PAY**

2 ***Section 9.1. Pay Increases.***

3 (a) Effective January 1, 2010, the salary in effect on December 31, 2009 for each
4 employee in the bargaining unit shall be increased by ninety (90) percent of the CPI-W (September to
5 September) for All U.S. Cities. In no event shall such increase be less than a minimum of two (2)
6 percent or greater than a maximum of six (6) percent.

7 The parties agree to re-open negotiations during year 2010 on the subject of cost of living
8 increases for years 2011 and 2012.

9 ***Section 9.2. Step Increases.*** Employees hired at Step 1 of their pay range shall receive one
10 (1) step increase after successful completion of the probationary period, and may receive a step
11 increase at the discretion of the Employer if hired at Step 2 or higher. Non-probationary regular
12 employees who are not at Step 10 of the salary range will receive a one-step increase annually on
13 January 1.

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

16 ***Section 9.4. Out of Class Pay.*** Employees performing work in a higher paying classification
17 for two (2) or more working days, when properly assigned, shall, be paid at the first step of the higher
18 salary range, or the equivalent of two salary steps, whichever is greater, but not more than the
19 maximum rate of pay for the higher classification.

20 ***Section 9.5. Shift Differential.*** The County will pay shift differential of sixty (60) cents per
21 hour for regularly scheduled shifts of at least thirty (30) days duration which begin after 12:00 p.m.

1 **ARTICLE 10: LEAVES OF ABSENCE**

2 **Section 10.1. General Provisions.** The continuous service and seniority status of an
3 employee shall not be interrupted while on unpaid leave of up to one year due to industrial injury or
4 military service.

5 **Section 10.2. Family and Medical Leave.** Employees covered by this Agreement may be
6 entitled to paid and/or unpaid leave for the employee's own health condition or for family care, as
7 provided by the King County Family and Medical Leave Ordinance and the state Family Care Act.

8 **Section 10.3. Bereavement Leave.** Employees shall be granted annually up to three (3) days
9 leave with pay per occurrence, up to three occurrences per year, for the death of a spouse or domestic
10 partner, or of parents, children, siblings, grandparents or grandchildren of the employee or the
11 employee's spouse/domestic partner.

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

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

22 **Section 10.5. Military Duty.**

23 The appointing authority, with the approval of the Human Resources Director, shall grant, for
24 a period not exceeding twenty one (21) days during each calendar year, leaves of absence with pay to
25 employees, except temporary employees and administrative interns, for the purpose of taking part in
26 active military training duty as provided by state law, RCW 38.40.060; provided, that a request for
27 such leave shall be submitted in writing by the employee and accompanied by a validated copy of
28 military orders ordering such active duty training. The appointing authority and the Department of

1 Executive Services Human Resources Director shall abide by applicable federal law in granting any
2 military leave of absence for a period in excess of twenty one (21) consecutive calendar days.

3 **Section 10.6. Leave Without Pay.** Except where a leave of absence is taken in conjunction
4 with a worker's compensation claim, and/or according to provisions of the Family and Medical Leave
5 Ordinance leaves of absence without pay are administered as follows:

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

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

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

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

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

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

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

25 **Section 10.7. Industrial Accident Leave.**

26 **Section 10.7.(a).** An employee who returns from a leave of absence due to an injury or illness
27 as a result of employment with the County will be placed on the salary range and step the employee
28 would have attained if there had been no leave of absence.

1 **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received
2 by an employee for workers compensation insurance, up to the amount normally received for regular
3 hours worked prior to being on disability. An employee may not simultaneously collect sick leave
4 and workers' compensation payments in a total amount greater than the regular net pay of the
5 employee.

6 **Section 10.8. Executive Leave.** Employees covered by this Agreement who are exempt from
7 the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of
8 Executive Leave per year, as determined by the Employer, in accordance with Executive Policy
9 PER 8-1-2.

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1 **ARTICLE 11: GRIEVANCE PROCEDURE**

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

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

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

11 **Section 11.1. Definition.** A grievance shall be defined as an alleged violation of any of the
12 express terms of this Agreement.

13 No modifications in the basic violation being alleged pursuant to this grievance procedure
14 shall be made subsequent to the filing of a grievance unless mutually agreed to by both the County
15 and the grievant and/or the grievant's representative. Oral warnings, coaching and counseling are
16 non-disciplinary communications, and as such are not subject to the grievance procedure.

17 **Step 1. Immediate Supervisor.**

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

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

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

1 grievance.

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

8 **Step 2. Division Manager.**

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

16 **Step 3. Labor Relations.**

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

28 **Step 4. Grievance Mediation.**

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

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

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

14 **Step 5. Arbitration.**

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

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

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

25 The parties shall select a mutually acceptable arbitrator. In the event that the parties are
26 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
27 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will
28 be selected from the list by both the County representative and the Union, each alternately striking a

1 name from the list until only one name remains, with the grieving party striking first.

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

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

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

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

2 *Section 12.1. Maintenance of Benefits* - The County presently participates in group medical,
3 dental and life insurance programs for eligible regular, probationary, provisional and term-limited
4 temporary employees and their eligible dependents. The County will maintain the current level of
5 benefits under its group medical, dental, vision and life insurance programs during the life of this
6 Agreement except as may be otherwise provided for in Section 12.2.

7 *Section 12.2. Insurance Committee* - There will be a Joint Labor Management Insurance
8 Committee comprised of representatives from the County and the Labor Union Coalition. The function
9 of the Committee will be to review, study and make recommendations relative to existing medical,
10 dental, vision and life insurance programs. The County and the Union will implement any changes in
11 employee insurance benefits which result from any agreement of the Committee.

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1 **ARTICLE 13: HEALTH AND SAFETY**

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

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1 **ARTICLE 14: REDUCTION IN FORCE**

2 **Section 14.1. Order of Layoff.** In the event of a reduction in force due to lack of work and/or
3 lack of funds or considerations of efficiency, layoffs shall be by Seniority as defined in Article 2,
4 Section 2.9 of this Agreement.

5 **Section 14.1.(a).** An employee who is recalled within two calendar years of the date of layoff,
6 as provided in Section 14.4 below, shall have all accrued Seniority restored. Seniority shall accrue
7 during any compensated leave or during any leave without pay for periods of thirty (30) days or less.
8 Seniority shall be retained but shall not accrue during that period of an authorized leave of absence
9 without pay that exceeds thirty (30) calendar days.

10 **Section 14.1.(b).** The position(s) to be eliminated shall be at the sole discretion of the
11 Employer. If the Employer determines that an employee possesses a unique skill or abilities which
12 are essential to the operation of the division, the Employer may retain such an employee and need not
13 lay them off under the seniority-based layoff procedure of this Article. The least senior employee(s)
14 in the bargaining unit in the affected job classification in the Department (Community and Human
15 Services, or Public Health) shall be laid off first; however, in the event of two (2) employees having
16 the same seniority in the affected job classification, ability and skill, shall be the determining factor
17 on retention. In lieu of laying off an employee, the Human Resources Division (HRD) Director may
18 reassign such employee(s) to a comparable, vacant position, if the HRD Director determines such
19 reassignment to be in the best interest of the County.

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

- 24 1. The employee to be bumped has the least Seniority in the lower classification than
25 the employee who elects to bump; and
26 2. The employee to be bumped is at a lower pay range than the employee who elects
27 to bump; and
28 3. The employee electing to bump has previously performed the essential duties of

1 the person (including work unit and function) he/she is electing to bump.

2 **Section 14.3. Placement.** The County will attempt to place all employees scheduled for
3 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
4 Director of the Human Resources Division.

5 **Section 14.4. Recall.** All employees who are laid off shall be placed on a recall list with the
6 employee with the most Seniority being recalled first. A laid-off employee may be removed from the
7 department recall list for any of the following reasons:

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

1 **ARTICLE 15: EDUCATION AND TRAINING**

2 The County and the Union agree continuous upgrading of employee's skills and knowledge is
3 beneficial to providing quality services to the public. Therefore, employees covered by this
4 Agreement are encouraged to take advantage of opportunities available for continuing education. The
5 Employer recognizes the importance and value of providing training opportunities. To that end, the
6 Health Department and the Department of Community and Human Services will continue to have this
7 as a goal, making every effort to allow employees reasonable release time to attend training sessions
8 and seminars in their field.

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1 **ARTICLE 16: MISCELLANEOUS**

2 ***Section 16.1. Automobile Usage.*** An employee covered by this Agreement, who is required
3 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,
4 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the
5 applicable King County Ordinance.

6 ***Section 16.2. Employee Assistance Program.*** An Employee who appears to have a
7 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
8 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
9 the King County Employee Assistance Program.

10 ***Section 16.3. Bus Passes.*** The County agrees to provide bus passes to all regular full-time
11 and regular part-time employees as established by the King County Council by ordinance.

12 ***Section 16.4. Labor Management Committee.*** The parties agree to participate in a Labor-
13 Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different
14 schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and
15 designated management participants. Meetings will be scheduled during normal work hours, and
16 employee representatives on the Committee shall participate on paid work time, provided that the
17 Employer will incur no overtime liability as a result of employee participation in the Labor-
18 Management Committee.

19 ***Section 16.5. Biweekly Pay.*** The parties agree to accept a bi-weekly payroll program as
20 adopted by the King County Council. The right to define and implement a new payroll system,
21 including but not limited to a biweekly payroll system, is vested exclusively in King County.
22 Implementation of such system may include a conversion of wages and leave benefits into hourly
23 amounts and the parties recognize King County's exclusive right to make the changes necessary to
24 implement such payroll system.

25 ***Section 16.6. Meal Allowance.*** An employee covered by this Agreement, who is required by
26 the Employer to travel on Employer business will be entitled to an allowance consistent with King
27 County Ordinance.

1 **ARTICLE 17: MANAGEMENT RIGHTS**

2 *Section 17.1.* The County will continue to have, whether exercised or not, all the rights,
3 powers and authority heretofore existing including, but not limited to, the following: the right to
4 determine the standards of services to be offered by the department; determine the standards of
5 selection of employment; direct its employees; take disciplinary action; determine the methods, tools,
6 and standards of evaluating employee performance, relieve its employees from duty because of lack
7 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the
8 efficiency of governmental operations; determine the methods, means, and personnel by which the
9 County operations are to be conducted; determine job classifications of County employees; exercise
10 complete control and discretion over its work and fulfill all of its legal responsibilities, and to
11 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that
12 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions
13 shall not be subject to any grievance or arbitration proceeding.

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

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

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

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

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

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

1 **ARTICLE 19: SEPARABILITY**

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

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1 **ARTICLE 20: DURATION**

2 This Agreement covers the period from September 1, 2009 through August 31, 2012, and
3 shall be in effect when ratified by both parties unless a different effective date is specified.

4
5 APPROVED this 4th day of November, 2009.

6
7
8
9 By: Scott Duplett
10 King County Executive

11 SIGNATORY ORGANIZATION:

12
13 [Signature]
14
15 Office and Professional Employees International Union
16 Local 8

1 cba Code: 038

Union Code: OPEIN
B3

2 ADDENDUM A

3 OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

4 SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH

5 DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

6
7 Employees covered by this Agreement are allocated to the King County job classifications
8 listed below. Employees of the Department of Public Health, Seattle and King County, are assigned
9 to the program Alcohol, Tobacco and Other Drugs, in the Prevention Division. Employees of the
10 Department of Community and Human Services are assigned to the Mental Health, Chemical Abuse
11 and Dependency Services Division.

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14 Job Class Code	MSA Job Class Code	Peoplesoft Job Class Code	Classification	15 Salary Range* (Squared Table)
16 4201100	8386	421203	Administrative Specialist I	33
17 4201200	8387	421302	Administrative Specialist II	37
18 2810000	8288	281102	Administrative Staff Assistant	48
19 3117100	8316	313102	Chemical Dependency Case Monitor	45
20 3120200	8318	313302	Chemical Dependency Involuntary Commitment Specialist	53
21 9327100	8689	932402	Chemical Dependency Transfer Driver	29
22 2441100	8242	243103	Project/Program Manager I	53
23 2441200	8243	243202	Project/Program Manager II	58
24 2441300	8244	243306	Project/Program Manager III	63
25 * Refer to the King County Squared Salary Schedule for rates				

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Office & Professional Employees International Union, Local 8 (Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division))
Labor Negotiator
Karen Place

<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?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. All terms and conditions are continued unmodified from the prior agreement.
2. There is a cost-of-living adjustment granted on January 1, 2010, according to the formula of 90% of the September - September CPI-W, but no less than 2% and no more than 6%.
3. The parties agree to reopen negotiations in 2010 on the subject of cost-of-living adjustments for 2011 and 2012.
4.
5.
6.

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CONTRACT SUMMARY

CONTRACT: Office & Professional Employees International Union, Local 8 (Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division))

TERM OF CONTRACT: September 1, 2009 – August 31, 2012

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The employees covered by this agreement work in two departments, Public Health and Community and Human Services. The Public Health activities are designed to support various efforts in the community to prevent substance abuse and discourage tobacco use. In Community and Human Services, the bargaining unit members monitor compliance of substance abuse treatment agencies with King County contracts.

NEGOTIATOR: Karen Place

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	In accordance with policy, reduction in force is by seniority.
➤ INTEREST-BASED BARGAINING:	The parties engaged in abbreviated bargaining to extend without modification all the terms and conditions of the previous agreement.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual is consistent with County Code, and the vacation provisions reflect current policy in carryover of excess vacation accrual. Sick leave cash-out language is consistent with County Code.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement contains a comprehensive nondiscrimination provision.
➤ CONTRACTING OUT OF WORK:	The agreement is silent on contracting out, which is governed by county policy and state law.
➤ LABOR / MANAGEMENT COMMITTEES:	The parties have an established Labor-Management Committee as specified in the contract.
➤ DISCIPLINE & GRIEVANCES:	The agreement provides for a three-step internal grievance procedure culminating in binding arbitration.

CONTRACT SUMMARY

CONTRACT:

Office & Professional Employees International Union, Local 8 (Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division))

COUNCIL POLICY	COMMENTS
➤ MEDIATION:	Grievances and other disputes may be submitted to mediation with mutual agreement.
➤ CONTRACT CONSOLIDATION:	N/A
➤ BENEFITS TRUST PLAN:	N/A
➤ HEALTH BENEFITS COST SHARING:	The employees in this bargaining unit receive the benefits that are negotiated through the Joint Labor Management Insurance Committee.
➤ RELEASE TIME:	In accordance with policy, two members of the bargaining unit participated in negotiations on paid release time.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The parties reached tentative agreement on a contract extension in early September and the union members ratified the agreement on September 25, 2009.
➤ TIMELINESS OF IMPLEMENTATION:	The contract will be timely implemented.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	Use of temporary and part-time employees is in accordance with county code.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	The agreement incorporates by reference the provisions of the King County Family and Medical Leave ordinance and the State Family Care Act.

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

CONTRACT:

**Office & Professional Employees International Union,
Local 8 (Departments: Public Health (Division of Alcohol,
Tobacco and Other Drugs Prevention), Community and
Human Services (Mental Health, Chemical Abuse and
Dependency Services Division))**

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement specifies that the county may implement a bi-week pay schedule or other payroll changes.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The agreement contains a comprehensive no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	The agreement provides leaves only in accordance with county code or state law.
➤ HOURS OF WORK:	A 40-hour workweek is standard for the employees covered by this agreement.
➤ PERFORMANCE EVALUATIONS:	The agreement acknowledges that the employer carries out an employee performance evaluation program.

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Office & Professional Employees International Union, Local 8 (Departments of: Public Health (Prevention Division), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services))		
Effective Date:	Three Year contract 9/1/2009 – 8/31/2012		
Affected Agency and/or Agencies:	Department of Community and Human Services, Department of Public Health		
Note Prepared by:	Matthew McCoy, Labor Analyst, HRD	Phone: 205-8004	
Department Sign Off:	Marty Lindley, Business Director, DCHS, Director's Office	Phone: 263-9005	
Department Sign Off:	Connie Griffith, Chief Financial Officer, Public Health	Phone: 263-8583	
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Krista Camenzind, Budget Supervisor		Phone: 263-9684
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Aaron Rubardt, Budget Analyst		Phone: 263-9715

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2010	2011	2012
Alcohol/Sub Abse	1260	DCHS	\$ 18,103	NA	NA
Public Health	1800	Public Health	\$ 5,466		
MIDD	1135	DCHS	\$ 345		
TOTAL			\$ 23,914	NA	NA

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2009 Base	2010	2011	2012
Salaries		DCHS, DPH	\$1,056,847	\$ 21,137		
OT			\$1,304	\$ 26		
PERS & FICA			\$137,560	\$ 2,751		
TOTAL			\$1,195,710	\$ 23,914	NA	NA

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** 9/1/2009-8/31/2012.
- Wage Adjustments & Effective Dates:**
COLA: 2.00% for 2010, COLA re-opener in 2011.
Other:
Retro/Lump Sum Payment:
- Other Wage-Related Factors:**
Step Increase Movement: Provisions unchanged.
PERS/FICA: Payroll taxes assumed to be 13%.
Overtime:
- Other Cost Factors:** None

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November 4, 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 Office & Professional Employees International Union, Local 8 (Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)) Collective Bargaining Agreement for the period of September 1, 2009, through August 31, 2012. This agreement covers approximately 15 employees in the Departments of Community and Human Services and Public Health.

The employees in Public Health work in the Alcohol, Tobacco and Other Drugs Prevention Division, which carries out a variety of efforts to promote alcohol/drug-free lifestyles and discourage tobacco use. They provide training, technical assistance and funding for science-based prevention services in the community. In the Department of Community and Human Services, the employees monitor treatment agencies that contract with King County to provide methadone and outpatient chemical dependency treatment services; they conduct annual site visits and provide continuing technical assistance as needed.

The new agreement is an extension of the prior agreement for three years, with no changes to the terms and conditions. The provisions on leaves, non-discrimination, layoff and recall, grievances and discipline, and labor-management committees are all consistent with current policies and common county practices.

The wage settlement retains the existing pay ranges for the duration of the agreement. The cost-of-living increases for 2010 follows 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 parties agree to re-open negotiations in 2010 on the subject of cost-of-living adjustments for 2011 and 2012.

The Honorable Dow Constantine

November 13, 2009

Page 2

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 James J. Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Tom Bristow, Interim Chief of Staff

Anne Noris, Clerk of the Council

Frank Abe, Communications Director

Beth Goldberg, Deputy Director, Office of Management and Budget

Bob Cowan, Acting 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