

Master Labor Agreement (MLA) - Appendix 54
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 21HD
Department of Public Health
[070]

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**AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL NO. 21-HEALTH DEPARTMENT, AFL-CIO**

PREAMBLE

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

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and the employees represented by the Union by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their relations with the County, and to set forth the wages, hours, and other conditions of bargaining unit employees, provided the County has such authority to act on such matters. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington. If the parties discover a clerical oversight or a misunderstanding arises due to the Master Labor Agreement (MLA), the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

ARTICLE 1: NONDISCRIMINATION

Section 1. The County and the Union agree all terms and conditions of employment included in this Agreement shall be administered and applied in a manner that is nondiscriminatory under federal or state law, or County Ordinance which prohibit discrimination on the basis of one or all of the following: race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, or national origin, or disability. Disputes arising under this article shall not be subject to arbitration procedures provided in Article 5 of this Agreement.

Section 2. Whenever words denoting the feminine or masculine gender are used in this Agreement, they are intended to apply to either gender.

1 **ARTICLE 2: RECOGNITION AND BARGAINING UNIT**

2 **Section 1.** The County hereby recognizes the Union as the exclusive collective bargaining
3 representative of Health Department employees whose job classifications are listed in the attached
4 Addendum.

5 **ARTICLE 3: MANAGEMENT RIGHTS**

6 **Section 1.** The right to hire, appoint, promote, discipline for just cause, improve efficiency,
7 and determine work schedules and the location of Department facilities are examples of management
8 prerogatives. It is understood that the Health Department retains its right to manage and operate its
9 divisions except as may be limited by an express provision of this Agreement.

10 **Section 2.** Delivery of health services in the most efficient, effective, and courteous manner
11 is of paramount importance to the County and, as such, maximized productivity is recognized to be
12 an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby
13 recognize the County's and the Department's right to determine the methods, processes, and means
14 of providing health services, the right to increase or diminish operations, in whole or in part, the right
15 to increase, diminish or change equipment, including the introduction of any and all new, improved,
16 or automated methods or equipment, and the assignment of employees to specific jobs within the
17 bargaining unit.

18 **Section 3.** The Union recognizes the County's and the Department's right to establish and/or
19 revise the Department's performance evaluation system. Such system may be used to determine
20 acceptable performance levels, prepare work schedules, and to measure the performance of each
21 employee or group of employees.

22 **Section 4. Payroll Reopener Language.** The parties agree that applicable provisions of the
23 collective bargaining agreement may be re-opened at any time during the life of this agreement by the
24 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

25 **ARTICLE 4: UNION MEMBERSHIP AND DUES**

26 **Section 1.** It shall be a condition of employment that all employees covered by this
27 Agreement who are members of the Union shall remain members in good standing, or pay an agency
28 fee to the Union for their representation to the extent permitted by law. All employees hired in

1 positions covered by this Agreement on or after its effective date shall, on the thirtieth (30th) day
2 following such employment, become and remain members in good standing in the Union, or pay an
3 agency fee to the Union for their representation to the extent permitted by law. Employees who
4 qualify for exemption from this requirement based upon a good faith religious belief, or bona fide
5 religious tenets or teachings of a church or religious body of which the employee is a member, shall
6 contribute an amount equivalent to regular Union dues or agency fee to a nonreligious charity
7 mutually agreed upon by the employee and the Union.

8 **Section 2.** The County agrees to deduct from the paycheck of each employee, who has so
9 authorized it, regular monthly dues (or agency fees) uniformly required of members of the Union.
10 The amounts deducted shall be transmitted monthly to the Union on behalf of the employees
11 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
12 be revoked by the employee upon request. The performance of this function is recognized as a
13 service to the Union by the County.

14 **Section 3.** The Union agrees to indemnify and save harmless the County from any and all
15 liability resulting from the dues check-off system, the Union security obligation, and the religious
16 exemption requirements, except as delineated in Section 4 below.

17 **Section 4.** Failure by an employee to abide by the afore referenced provisions shall constitute
18 cause for discharge of such employee; provided, however, it shall be the responsibility of the Union
19 to notify the Health Department Director, with a copy to the Department of Executive Services,
20 Human Resources Division Director, in writing when it is seeking discharge of an employee for
21 noncompliance with Section 1 of this Article. When an employee fails to fulfill the union security
22 obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to
23 the Health Department Director (with copies to the affected employee and the Human Resources
24 Division Director of the Department of Executive Services). Accompanying the discharge letter shall
25 be a copy of the letter to the employee from the Union explaining the employee's obligation under
26 Article 4, Section 1.

27 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
28 the employee for failure to abide by Article 4, Section 1, but provide the employee and the County

1 with thirty (30) calendar days' written notification of the Union's intent to initiate discharge action,
2 during which time the employee may make restitution in the amount which is overdue. Upon receipt
3 of the Union's request, the Health Department Director shall give notice in writing to the employee,
4 with a copy to the Union and the County that the employee faces discharge upon the request of the
5 Union at the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge
6 Letter" and that the employee has an opportunity before the end of said thirty (30)-calendar day
7 period to present to the Health Department Director any information relevant to why the Health
8 Department should not act upon the Union's written request for the employee's discharge. In the
9 event the employee has not yet fulfilled the obligation set forth within Section 1 of this Article within
10 the thirty (30)-calendar day period noted in the "Request for Discharge Letter," the Union shall
11 thereafter reaffirm in writing to the Health Department Director with copies to the affected employee
12 and the County, its original written request for discharge of such employee. Unless sufficient legal
13 explanation or reason is presented by the employee why discharge is not appropriate or unless the
14 Union rescinds its request for the discharge the County shall, as soon as possible thereafter, effectuate
15 the discharge of such employee. If the employee has fulfilled the union security obligation within the
16 thirty (30)-calendar day period, the Union shall so notify the Health Department Director in writing,
17 with a copy to the County and the affected employee. If the Union has reaffirmed its request for
18 discharge, the Health Department Director shall notify the Union in writing, with a copy to the
19 County and the affected employee, that the Department effectuated, or that the Health Department
20 has not discharged the employee, setting forth the reasons why it has not done so.

21 **ARTICLE 5: GRIEVANCE PROCEDURE**

22 The parties agree the terms set forth in the MLA Article 26 shall govern the grievance
23 process.

24 **ARTICLE 6: WORK STOPPAGES**

25 The County, Department, and Union agree that the public interest requires the efficient and
26 uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or
27 eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall
28 not cause any work stoppage, strike, slowdown, or other interference with County and/or Department

1 functions by employees under this Agreement. The Union agrees to take appropriate steps to end
2 such interference if it occurs. Employees shall not cause or engage in any work stoppage, strike,
3 slowdown, or other interference with County and/or Department functions for the term of this
4 Agreement. Employees covered by this Agreement who engage in any of the foregoing actions shall
5 be subject to such disciplinary actions as may be determined by the County and/or Department,
6 including but not limited to, the recovery of any financial losses suffered by the County and/or
7 Department.

8 **ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY**

9 **Section 1. General Wage Increase.** The General Wage Increases (GWI) are provided
10 pursuant to the Total Compensation Agreement(s) and the MLA.

11 **Section 2.**

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

14 **B. Step Increases:**

15 **1. Salary increases upon completion of Probation.** Prospective upon
16 implementation of this agreement, employees may receive within-range increases from one step to
17 the next higher step upon satisfactory completion of the probationary period. All probationary-period
18 pay increases must be supported by documented performance appraisal. Probationary-period pay
19 increases exceeding Step 5 must have prior written approvals by the Department Director.

20 **2. Regular Step Increases.** Step increases shall be granted on January 1st of
21 each year, and shall be based upon satisfactory performance.

22 **Section 3. Economic and Fiscal Conditions Reopener.** The parties agree when significant
23 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
24 reopen negotiations for GWI when triggered by either an increase in the King County unemployment
25 rate of more than 2 percentage points compared with the previous year or a decline of more than 7%,
26 in County retail sales as determined by comparing current year to previous year. Data will be derived
27 from Washington State Department of Revenue. By no later than July 30th of each year of this
28 agreement, the county will assess whether the economic measurements listed above trigger contract

1 reopens on GWI for the subsequent year.

2 **ARTICLE 8: VACATION LEAVE**

3 **Section 1.** Vacation leave benefits shall be provided pursuant to the MLA Article 9 and
4 Article 35.

5 **ARTICLE 9: HOLIDAYS**

6 Holiday leave benefits shall be provided pursuant to the MLA Article 10, except as provided
7 below.

8 **Section 1. Holiday Pay for Employees on Alternative Work Schedules.**

9 Benefit eligible employees scheduled to work an alternative work week, such as four ten-hour
10 days, shall be granted no more than ninety-six (96) holiday hours (to include Personal Holidays) per
11 year. Benefit eligible employees working alternative work weeks whose departments close on a
12 designated holiday will be allowed to use accrued but unused time off (vacation or compensatory
13 time) for time off that exceeds their standard work day or take leave without pay, or by mutual
14 agreement with the supervisor, the employee shall be allowed to work to make up the hours during
15 that same work week. In no event will the rescheduling of hours in this manner be allowed if the
16 resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly
17 scheduled day off, the employee will have the option of receiving the holiday pay at the straight time
18 rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the
19 actual holiday.

20 **Section 2. Holiday Pay for Employees Working in a 24 hour facility.** In each instance
21 noted below, holiday pay for work on a holiday is included in the bi-monthly pay schedule. In
22 addition to this holiday pay for work on a holiday, employees working in a 24 hour facility will have
23 the following options:

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

27 **B. Scheduled / Not Working:** If a benefit eligible employee is normally scheduled
28 to work an eight (8) hour day, then no action is necessary other than submitting a leave request. If an

1 employee is scheduled for more than eight (8) hours, a vacation request must be submitted for time
2 off beyond eight (8) hours. For example, if scheduled to work ten (10) hours, then the employee
3 must submit a request for two (2) hours using vacation, compensatory time, or time without pay.

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

11 **D. Not Scheduled / Not Working:** A benefit eligible employee must be
12 compensated for the holiday falling on a regularly scheduled day off. This employee must choose
13 between eight (8) hours of holiday pay or eight (8) hours of compensatory time earned at a straight
14 rate. Employees will not be required to take compensatory time within thirty days.

15 **ARTICLE 10: SICK LEAVE, INDUSTRIAL INJURY AND BEREAVEMENT LEAVE**

16 **Section 1. Sick Leave.** Employees shall accrue and use sick leave in accordance with the
17 MLA Article 34.

18 **Section 2. Wellness Incentive.** Regular and term-limited temporary employees who have
19 been employed for a full calendar year and during a calendar year use less than thirty-three (33) hours
20 of sick leave, may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to
21 be used in the next calendar year. This incentive shall be prorated for part-time employees.

22 **Section 3. Industrial Injuries and Benefits.** All employees shall be covered by the
23 County's Industrial Insurance Program except that any claim filed under the City's Industrial
24 Insurance Program prior to the date of transfer Date, whether still open or reopened after that date,
25 shall continue to be administered by the City of Seattle under its program.

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

28 **B.** Employees injured on the job cannot simultaneously collect sick leave and workers

1 compensation payments greater than net pay of the employee. Administrative rules will be
2 established to allow for payments equal to net regular pay of employees qualifying under workers
3 compensation.

4 **Section 4. Bereavement/Funeral Leave** – Employees shall receive bereavement leave
5 pursuant to MLA Article 8.

6 **ARTICLE 11: ORGAN DONORS LEAVE**

7 **Section 1. Leave for Organ Donors.** The Department shall allow employees eligible for
8 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
9 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
10 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
11 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;
12 provided that the employee shall:

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

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

21 **Section 2.** Time off from work for the purposes set out above in excess of five (5) working
22 days shall be subject to existing leave policies contained in this collective Bargaining Agreement.

23 **ARTICLE 12. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY**

24 **Section 1.** It is the policy of the County to recognize that pregnancy is a normal event in a
25 woman's life and that provisions shall be made to provide all female employees (full-time regular or
26 part-time regular) the opportunity to continue to participate in the work force during and up to three
27 (3) months after a pregnancy.

28 **Section 2.** A female employee, who upon the advice of her physician, cannot safely perform

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

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

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

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

17 **Section 3.** The executive shall determine and facilitate any necessary interfund transfers
18 when an employee is temporarily reassigned to another department.

19 **Section 4. Limitations.**

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

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

28 C. Female employees shall continue to be eligible for paid accrued vacation and sick

1 leave and leave of absence without pay pursuant to the personnel rules and provisions of this
2 Agreement during the period of temporary incapacity due to pregnancy, pregnancy related
3 conditions, and parenting.

4 **ARTICLE 13: INSURED BENEFITS, HRA AND VEBA**

5 Insured health benefits will be provided pursuant to MLA Article 25.

6 **ARTICLE 14: UNION REPRESENTATIVES**

7 **Section 1.** The Staff Representative of the Union may, after notifying the Health Department
8 official in charge, visit the work location of employees covered by this Agreement at any reasonable
9 time for the purpose of administering this Agreement. Such representative shall limit his/her
10 activities during such visits to matters relating to this Agreement. Department work hours shall not
11 be used by employees or Union representatives for the conduct of Union business or the promotion of
12 Union affairs.

13 **Section 2.** The County agrees that during working hours, on the County's premises, duly
14 authorized employee representatives of the Union shall be allowed to post and distribute Union
15 notices, attend authorized negotiations, joint labor management committee meetings, participate in
16 contract administration meetings and present a packet of Union information to new bargaining unit
17 members, with the prior or standing approval of management.

18 **ARTICLE 15: WORK OUTSIDE OF CLASSIFICATION**

19 **Section 1.** Whenever a regular employee is assigned by the Department Director or designee
20 to perform the duties of an employee at, or substantially the full duties of, a higher paid classification
21 for a period of four (4) consecutive hours or longer, he/she shall be paid at the rate established for
22 such classification while performing such duties. An employee shall continue to be paid at the out of
23 class rate while on a paid leave (i.e., vacation, sick leave, Holiday). If a working-out-of-classification
24 assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to
25 a special duty assignment. All special duty assignments shall be provided pursuant to MLA
26 Article 15.

27 **Section 2.** Regular employees in a training capacity may be assigned work normally
28 performed by an employee in a higher classification, except that they will not be assigned the duties

1 of a higher classification to circumvent the intent of Section 1 hereof.

2 Any employee assigned to a training position shall be notified in writing one (1) working day
3 in advance by the department head or designee of his/her training status.

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

9 **Section 3.** Employees covered by this Agreement may be temporarily assigned to perform
10 the duties of a lower classification without a reduction in pay.

11 **Section 4.** Employees who are substantially bilingual and are assigned in writing to regularly
12 use their skill in a language other than English in the performance of their work duties will be paid a
13 bilingual premium of \$50 per month. Such employees will be required to demonstrate their bilingual
14 ability, but are not required to be certified by the State of Washington as a translator/interpreter.
15 Language proficiency in each case will be assessed by staff from King County Superior Court
16 Interpreter Services. The County retains the right to contract for translators/interpreters as
17 appropriate.

18 **ARTICLE 16: HOURS OF WORK AND OVERTIME**

19 **Section 1.** Eight (8) hours shall constitute a normal day's work and five (5) consecutive days
20 a normal week's work.

21 **Section 2. Alternative Work Schedules.** It is hereby agreed that the Department may,
22 notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other
23 alternative work schedules affecting employees covered by this Agreement, subject to such terms and
24 conditions as established by the Department. An alternative work schedule is defined as any
25 schedule of hours of work other than the traditional five eight-hour days within a seven day work
26 week. Examples of alternative work schedules include but are not limited to:

- 27 • 4/10 hour work days
28 • 9/8-off alternating work week schedule. (The record keeping time-sheet for this

1 schedule must be one which meets the FLSA standards dividing between two work weeks mid shift
2 on the fifth day of work which is either 8 hours or a day off.)

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

- 4 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
- 5 • Vacation benefits shall be accrued and expended on an hourly basis;
- 6 • Sick Leave benefits shall be accrued and expended on an hourly basis;
- 7 • Holidays shall be granted in accordance with Article 9 of this Agreement;
- 8 • Employee participation shall be on a voluntary basis;
- 9 • The department retains the right to modify or revoke such schedule. When

10 operationally feasible, the department will provide the employee at least thirty (30) days notice prior
11 to such change.

12 **Section 3.** Employees covered by this Agreement shall be provided a fifteen (15)-minute rest
13 period during each half of their workday.

14 **Section 4.** Employees covered by this Agreement shall be provided an uncompensated meal
15 time which shall not exceed one (1) hour.

16 **Section 5.** All work performed in excess of forty (40) hours in any work week or in excess of
17 the employee's regularly scheduled shift of not less than eight (8) hours shall be considered as
18 overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the hourly
19 regular rate of pay.

20 Employees hired into the Psychiatric Evaluation Specialist (PES) or Administrative Specialist
21 II (AS II) classification on or after January 1, 2003 shall be covered under the Local 21-HD collective
22 bargaining agreement provisions for overtime. Employees hired into the PES and Administrative
23 Specialist II classifications prior to January 1, 2003 shall be governed by the following:

24 Hours worked in excess of forty (40) hours in the work week shall be considered overtime,
25 and shall be paid at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay.

26 "Hours worked" shall include the following:

- 27 • Vacation, when such vacations are pre-approved and prescheduled; and
- 28 • Mandatory training for employees who are ordered to attend training on a particular

1 date/time when such training cannot be rescheduled to a non-overtime period.

2 "Hours worked" does not include sick leave, holidays, and other paid leave.

3 **Section 6.** For employees covered by this Agreement, overtime shall be paid at either the
4 applicable overtime rate or by mutual consent between the employee and his/her supervisor,
5 compensated for by compensatory time off at the applicable overtime rate and in such a manner so as
6 not to conflict with the Fair Labor Standards Act (FLSA). In no event shall compensatory time taken
7 apply toward the FLSA workweek.

8 **Section 7. Emergency Call Back.** An employee covered by this Agreement who is called
9 back to work after completion of his/her regular shift or work week shall be granted at least the
10 equivalent of two (2) hours' pay at the applicable overtime rates.

11 All PES and AS II employees who are called back to work after completion of their regularly
12 scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours
13 shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee
14 shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-
15 four (24)-hour period.

16 **Section 8.** When management deems it necessary, work schedules may be established other
17 than the normal Monday through Friday schedule.

18 **Section 9.** Two (2) days' advance notice shall be afforded employees covered by this
19 Agreement when shift changes are required by their supervisor.

20 **Section 10. Meal Reimbursement (full-time regular or part-time regular).**

21 **A.** When an employee is specifically directed by the Department to work two (2)
22 hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight
23 (8) hours and the employee actually purchases a reasonably priced meal away from the employee's
24 place of residence as a result of such additional hours of work, the employee shall be reimbursed for
25 the "reasonable cost" of the meal. In order to receive reimbursement, the employee must furnish the
26 Department with a receipt for the meal no later than the beginning of his/her next regular shift;
27 otherwise the employee shall be paid a maximum of ten dollars (\$10.00) in lieu of reimbursement for
28 the meal.

1 B. The Department shall not reimburse for the cost of alcoholic beverages.

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

4 When an employee (full-time regular or part-time regular) is called out in an emergency to
5 work two (2) hours or longer of unscheduled overtime immediately prior to his/her normal workshift,
6 said employee shall be eligible for meal reimbursement pursuant to this Section. Any time spent
7 consuming a meal during working hours shall be without compensation.

8 **Section 11.** Whenever an employee covered by this Agreement is placed on standby duty by
9 the Department, the employee shall be available at the predetermined location to respond to
10 emergency calls and, when necessary, return immediately to work. Employees who are placed on
11 standby duty by the Department shall be paid at the rate of ten (10) percent of the employees' straight
12 time hourly rate of pay for all hours assigned.

13 When an employee is required to return to work status while on standby duty, the standby pay
14 shall be discontinued for the actual hours on work duty and compensation shall be provided in
15 accordance with the provisions of this Article.

16 PES employees who are required to "stand by" for court appearances shall be compensated at
17 a rate of fifty (50) percent of their normal straight time hourly rate for all hours they are on standby
18 status on their regularly scheduled time off. Once notified that the employee must report to court, the
19 standby pay shall cease and the callback provision outlined above shall apply when the employee
20 reports to court if the report time meets the conditions described therein. If the employee is not
21 required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

22 **Section 12. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels.**

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

27 **Section 13. Psychiatric Evaluation Specialist (PES) Master Schedule.**

28 PES employees shall normally be scheduled pursuant to a master schedule. Prior to

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

8 **Section 14. Bid Process.**

9 When a Psychiatric Evaluation Specialist position becomes vacant or new positions are
10 created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days
11 off of the position. Seniority is defined as total unbroken service in the same job classification or
12 classification series as measured by date in present job classification. Prospective upon
13 implementation of this Agreement, time served as a Temporary Employee (as calculated by the
14 Union) shall count toward seniority if there is no break in service when hired into a career service
15 position in the same job classification. Notwithstanding future breaks in service or unpaid leaves of
16 absence, Psychiatric Evaluation Specialist shall retain their seniority status held on January 1, 2005
17 for purposes of bidding. A break in service is a voluntary quit, retirement or termination for just
18 cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority
19 will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees
20 who transfer or promote to a different bargaining unit job classification without a break shall retain
21 accrued seniority in the previous classification, and begin to accrue seniority in the new classification
22 from the date of the probationary appointment.

23 **ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF**

24 **Section 1. Definitions.** The following definitions shall apply for the purposes of
25 administering this Article.

26 **A. Seniority** is defined as total unbroken service in the same job classification or
27 classification series as measured by date in present job classification. Prospective upon
28 implementation of this Agreement, time served as a Temporary Employee (as calculated by the

1 Union) shall count toward seniority if there is no break in service when hired into a career service
2 position in the same job classification. Notwithstanding future breaks in service or unpaid leaves of
3 absence, Psychiatric Evaluation Specialist shall retain their seniority status held on January 1, 2005
4 for purposes of layoffs. A break in service is a voluntary quit, retirement or termination for just
5 cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority
6 will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees
7 who transfer or promote to a different bargaining unit job classification without a break shall retain
8 accrued seniority in the previous classification, and begin to accrue seniority in the new classification
9 from the date of the probationary appointment. Employees who leave Health Department
10 employment as a result of layoff may retain accrued seniority when they return to Health Department
11 employment within two years of layoff. Employees that incur a break in service as defined in this
12 section that return to a bargaining unit position begin anew their classification and classification
13 series seniority.

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

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

27 **D. Qualified** means the employee possesses the qualifications (as determined by the
28 job description) required to be considered eligible to be appointed to the classification as a new hire.

1 **Section 2. Transfer.**

2 A. The transfer of an employee shall not constitute a promotion except as provided in
3 Article 17, Section 2 (E) (3).

4 **B. Transfers within the Department of Public Health.** The Department of Public
5 Health Director or his or her designee may transfer a Public Health employee from one position to
6 another position in the same classification within the Department without the approval of the Human
7 Resources Division Director of DES, or designee, but such transfer shall be reported to Human
8 Resources Division Director of DES, or designee within five (5) days of its effective date. It is
9 understood by the parties that employees may be transferred at the discretion of the County in
10 consultation with the Union as part of the budget planning process. The budget planning process
11 concludes at the point the County Executive submits his or her budget to the King County Council.

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

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

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

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

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

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

12 4. Transfer may be made to another similar classification within Public Health
13 with the same maximum rate of pay in the Department. The affected employee's status shall be
14 determined in accordance with Article 17, Section 2.E.2 of this Agreement.

15 **Section 3. Voluntary Reduction.**

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

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

25 **Section 4. Notice of Anticipated Position Elimination/Change of FTE.**

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

27 A. When the Department determines there is a need to eliminate, reduce, or increase
28 the working hours of existing filled positions (change in FTE), the Department shall identify by job

1 classification and work site which position(s) are to be eliminated, decreased or increased. The
2 Department agrees to notify the Union at least thirty (30) days in advance, in writing, of any
3 anticipated change in filled FTE. The Department will provide the following information to the
4 Union at least thirty (30) days in advance: the names, classification, and seniority information of
5 employees effected by a change in filled FTE; a seniority list for the classification impacted and a list
6 of all vacant positions within the classification; a list of all probationary, TLT, Temporary and any
7 other provisional positions within the classification. The Department will hold the relevant positions
8 frozen until the entire process has been completed.

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

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

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

23 3. The employee may displace (bump) the least senior employee in the same
24 job classification and equally budgeted FTE that does not result in a layoff provided the employee
25 has more classification seniority than the incumbent employee. If an equally budgeted FTE position
26 does not exist, then the employee may displace (bump) the least senior employee in the job
27 classification with the most equivalent FTE or may bump the least senior employee in the
28 classification.

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

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

7 C. When the Department determines to eliminate, reduce, or increase the hours of
8 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
9 calendar days prior to the effective date. The notice will include information about the options
10 provided in Article 17, Section 4(B). A copy of the notice will be provided to the Union. The
11 employees shall be allowed fourteen calendar days to select their options under Article 17, Section
12 4(B) using the following procedure:

13 1. The employees will designate a first, second and third choice among the
14 options 1 through 5 of Article 17, Section 4(B);

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

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

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

1 **Section 5. Layoff.**

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

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

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

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

26 **ARTICLE 18: SAFETY STANDARDS**

27 All work shall be done in a competent and safe manner and in accordance with the state of
28 Washington Safety Codes and the County's standards.

1 One employee representative may be designated to represent the Union on the Department's
2 Field Worker Safety Committee.

3 **ARTICLE 19: GENERAL CONDITIONS**

4 **Section 1.** Provided pursuant to MLA Article 25.

5 **Section 2.** Whenever an employee covered by this Agreement is temporarily assigned by the
6 Department Director or designee to work, i.e., perform his/her regular duties, at a location other than
7 his/her normal place(s) of employment, any time, less meal time, consumed in traveling to and from
8 the new location, shall be considered part of the workday. Any time consumed in this travel, less
9 meal time, which is outside of the employee's regular working hours, shall be compensated at the
10 applicable overtime rate.

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

14 **Section 3. Child Care Subsidy.** Employees covered by this Agreement may receive benefits
15 from the County's child care program if they meet the eligibility requirements.

16 **Section 4. Bulletin Boards.** Provided pursuant to MLA Article 23.

17 **Section 5. Bus Passes.** Provided pursuant to MLA Article 28.

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

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

24 **Section 8.** Pursuant to MLA Article 17 and the following:

25 The County shall not use "short term" temporary to supplant regular career service positions
26 in the bargaining unit.

27 **Section 9.** Where those duties covered by this Agreement are assigned to a different or new
28 classification in the Department, the Union will continue to be recognized as exclusive bargaining

1 representative for those duties. Any disagreement between the parties over the application of this
2 section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

3 **Section 10.** The Department may establish on-the-job training program(s) in a different
4 classification and/or within another bargaining unit for the purpose of providing individuals an
5 opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to
6 implementation of such a program(s) relative to bargaining unit employees, the Department shall
7 discuss the program(s) with the appropriate Union or Unions and the issue of bargaining unit
8 jurisdiction and/or salary shall be a proper subject for negotiations at that time upon the request of
9 either party.

10 **Section 11. Training.** The County recognizes the importance and value of providing
11 training opportunities. To that end, the department will continue to make every effort to allow
12 employees reasonable release time to attend training sessions and seminars in their field. In addition,
13 the department will continue to explore methods of providing training sessions and presentations in-
14 house to bargaining unit employees. Employees shall be entitled to a minimum of 3 days of paid
15 leave time annually for the purpose of attending training that is job related.

16 **Section 12.** The Department shall have the right to implement new public employment
17 programs or expand its current programs beyond what exists as of the signature date of this
18 Agreement. Where such implementation or expansion involves bargaining unit work and results in a
19 significant departure from existing practice, the Department shall give thirty (30) days' advance
20 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the
21 Department shall engage in discussions with the Union on concerns raised by the Union.
22 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public
23 employment program which involves the performance of bargaining unit work with the Department,
24 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees
25 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by
26 this Agreement which recently had been occupied by a regular full-time employee that performed the
27 specific bargaining unit work now being or about to be performed by an individual under one of the
28 Department's public employment programs.

1 **ARTICLE 20: PROBATIONARY PERIOD**

2 **Section 1.** The following shall define terms used in this Article:

3 **Probationary employee** means an employee serving a probationary period in a
4 regular career service position. Probationary employees are temporary employees and excluded from
5 career service under Section 550 of the charter.

6 **Probationary period.** There shall be a probationary period during which time a
7 probationary employee shall be evaluated by the appointing authority to determine qualification for
8 entry into the career service. The probationary period shall be determined by the Human Resources
9 Director, but shall be 12 months of actual service, and shall be served by those employees who have
10 been newly-hired, demoted to a classification where a probationary period has not been served,
11 reinstated to a classification where a probationary period has not been served or transferred to a
12 classification where a probationary period has not been served, reemployed, or promoted (except as a
13 result of reclassification). An employee's probationary period may be extended up to six (6)
14 additional months by written mutual agreement between the Department, the employee, and the
15 Union, subject to approval by the Department of Executive Services Director or designee prior to the
16 expiration of the initial six (6)-month probationary period.

17 Full-time regular or part-time regular employee: An employee who has successfully
18 completed a six month probationary period and has had no subsequent break in service as occasioned
19 by quit, resignation, discharge for just cause, or retirement.

20 **Section 2. Probationary Period/Status of Employee.**

21 Employees who are appointed to regular career service positions shall serve a probationary
22 period of twelve months, at which time they shall become regular employees.

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

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

28 **C.** A temporary career service exempt employee who accepts a career service position

1 may, at the discretion of the appointing authority, count all continuous employment in the same
2 position or performing the same work toward satisfying the probationary period requirement.

3 **Section 3. Probationary Period/Dismissal.**

4 An employee dismissed during the probationary period shall not have the right to appeal the
5 dismissal. When proper advance notice of the dismissal is not given, the employee may enter an
6 appeal (for payment of up to five days' salary) which the employee would have otherwise received
7 had proper notice been given. If such a claim is sustained, the employee shall be entitled to the
8 appropriate payment of salary but shall not be entitled to reinstatement.

9 **Section 4. Transfers During Probationary Period.**

10 If a probationary employee is transferred to a different classification in the Health
11 Department, the employee shall serve a complete probationary period in the new classification.

12 **Section 5.** The probationary period shall be equivalent to twelve months of service following
13 appointment to a budgeted, career service position. Occasional absences due to illness, vacations,
14 and military leaves shall not result in an extension of the probationary period, but upon approval of
15 the Human Resources Division Director of the Department of Executive Services, an employee's
16 probationary period may be extended so as to include the equivalent of a full twelve months of actual
17 service where there are numerous absences.

18 **Section 6.** If the Department determines that the employee will not complete the probation
19 period for a position to which the employee has promoted, demoted to a classification where a
20 probationary period has not been served, reinstated to a classification where a probationary period has
21 not been served or transferred to a classification where a probationary period has not been served, or
22 if the employee chooses not to complete this probation period, the employee is eligible to return
23 (revert) to the former position (or equivalent) if there is a vacancy. However, other employees will
24 not be removed to create a vacancy for the employee. If the employee's former position is not
25 available, the employee will be terminated from employment and his/her name will be placed on a
26 bargaining unit recall list for a period of two years from the date of termination. Employees refusing
27 placement to a position under this article in the same classification and FTE shall forfeit their recall
28 rights arising under this section.

1 **ARTICLE 21: LABOR-MANAGEMENT MEETINGS**

2 The County, Department and the Union agree to hold Labor/Management meetings as
3 necessary. These meetings will be called upon request of either party to discuss any subject of a
4 general nature affecting employees covered by this agreement, including but not limited to safety
5 issues. The responsibility for notification will be with the party initiating this process.

6 Representatives of the Health Department can attend such meetings and shall be able to
7 independently set such meetings with the Union with the concurrence of the Human Resources
8 Division Director of the Department of Executive Services or designee. The Union shall be
9 permitted to designate members and/or stewards to assist its staff representatives in such meetings.

10 The purpose of Labor/Management meetings is to deal with matters of general concern to the
11 Union and the Department. It is understood that such meetings are consultative in nature.

12 **ARTICLE 22: SUBORDINATION OF AGREEMENT**

13 **Section 1.** It is understood that the parties hereto and the employees of the Department are
14 governed by the provisions of applicable federal law and state law. When any provisions thereof are
15 in conflict with or are different than the provisions of this Agreement, the provisions of said federal
16 law or state law are paramount and shall prevail.

17 **Section 2.** It is also understood that the parties hereto and the employees of the Department
18 are governed by applicable County Ordinance and County Charter and said ordinances and charters
19 are paramount except where they conflict with the expressed provisions of this Agreement.

20 **ARTICLE 23: SAVINGS CLAUSE**

21 **Section 1.** The parties agree the savings clause shall be provided by the terms set forth in the
22 MLA Article 30.

23 **ARTICLE 24: ENTIRE AGREEMENT**

24 **Section 1.** The Agreement expressed herein in writing constitutes the entire Agreement
25 between the parties, and no oral statement shall add to or supersede any of its provisions.

26 **Section 2.** The parties acknowledge that each has had the unlimited right and opportunity to
27 make demands and proposals with respect to any matter deemed a proper subject for collective
28 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except

1 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
2 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
3 referred to or covered in this Agreement.

4 **ARTICLE 25: DEFINITIONS**

5 **Section 1.** "Short term" Temporary employees shall be paid for all hours worked at the first
6 pay step of the hourly rate of pay set forth within Addendum A covering the classification of work in
7 which he/she is employed. Any exception must be approved in writing by the Director of Public
8 Health with notice to Local 21.

9 **Section 2.** A temporary employee shall pay to the Union, in lieu of the Union security
10 requirement under Article 4, a service fee in an amount equal to the Union's regular dues uniformly
11 required of regular Department employees.

12 **Section 3.** A "short term" temporary employee, other than probationary or term-limited, who
13 exceeds the calendar year limit of 1040 work hours will be eligible for compensation in lieu of leave
14 benefits at the rate of fifteen percent (15%) of gross pay for all hours worked, retroactive to the first
15 hour of employment and for each hour worked thereafter, and compensation in lieu of insured
16 benefits as provided in the King County Code.

17 **Section 4.** "Short term" temporary employees and term-limited temporary employees who
18 have worked in excess of 520 straight time hours within the previous twelve-month period, and who
19 are appointed to a regular position without a break in service shall have his/her time worked within
20 the previous twelve-month period counted for purposes of salary step placement.

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ARTICLE 26: TERM OF AGREEMENT

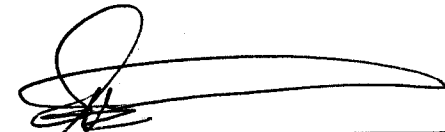
The duration of this Agreement shall be in accordance with MLA Article 31.

APPROVED this 15 day of MARCH, 2018.

By: 

King County Executive

SIGNATORY ORGANIZATION:



Suzette Dickerson
Staff Representative
Washington State Council of County and City
Employees, Council 2, Local 21HD

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Union Codes: D1
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ADDENDUM A

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
7500100	758101	Disease Research and Intervention Specialist	49
7513100	751302	Epidemiologist I	58
7513200	751402	Epidemiologist II	62
3113100	311602	Psychiatric Evaluation Specialist	60
3113300	311901	Psychiatric Evaluation Specialist - Senior	65
7513600	751602	Social Research Scientist	62
7520300	752306	Environmental Scientist III	64

*All salary ranges are on the King County Squared Table Salary Schedule.