



King County

Law, Justice, Health and Human Services Committee

STAFF REPORT

Agenda Item:	9	Name:	Nick Wagner
Proposed No.:	2012-0280	Date:	11 Sep 2012
Invited:	Alex Golan, Labor Negotiator, Office of Labor Relations, King County Executive Office Adrienne Thompson, Union Representative and Legislative Director, Professional and Technical Employees, Local 17		

SUMMARY

Proposed Ordinance 2012-0280 (Att. 1) would approve a collective bargaining agreement (CBA), including a memorandum of agreement (MOA), between King County and the Professional and Technical Employees, Local 17. The CBA (Att. 2) and MOA (Att. 3) cover about 750 employees in the Department of Public Health (DPH) and the Department of Community and Human Services (DCHS).

1. Term of the CBA

The CBA covers the two-year period from 1 January 2011 through 31 December 2012 (CBA Section 30.1). The reason for the relatively short term (most county CBAs have a term of three to four years) is that the CBA includes a wage reopener (described below), and the parties wanted to return to the bargaining table relatively quickly in case they were unable to reach agreement on wages following the reopener.

2. The Bargaining Unit

The 750 employees covered by the CBA work in the divisions listed below:

- Public Health
 - Administrative Services
 - Community Health Services
 - Emergency Medical Services
 - Environmental Health Services
 - Jail Health Services; and
 - Prevention Services
- Community and Human Services
 - Mental Health, Chemical Abuse and Dependency Services

As described in the Executive’s transmittal letter (Att. 6), these employees work in the following locations, among others:

- Public health clinics or non-clinic programs
- Environmental field work
- School programs
- Correctional facilities
- On-site prevention and educational services
- Emergency medical (paramedic) services, etc.

The bargaining unit includes 70 classifications (listed in Addendum A to the CBA), which cover a wide variety of professional, medical, technical, supervisory, and administrative support positions.

CHANGED CONTRACT PROVISIONS

The most significant substantive changes from the previous CBA are described below.

1. COLAs

Section 8.1 of the CBA (Att. 2) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County’s represented employees:

Year¹	COLA Formula	COLA²
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ³ with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.96%

Section 8.1 also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county’s represented employees have agreed to.

¹ Although the CBA by its terms runs only through the end of 2012, Section 8.1 specifies the COLAs for the four-year period 2011-2014, which was agreed to earlier in a separate MOA.

² The COLA percentages are based on the updated fiscal note (Att. 7). The COLA percentage listed for 2014 is based on a projection by the Office of Economic and Financial Analysis.

³ More specifically: “the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).”

2. No changes in pay ranges, but wage reopener

The CBA includes no changes in the pay ranges for the bargaining unit; however, Section 8.1.A of the CBA provides for a wage reopener “to take meaningful steps toward addressing any wages found to be substantially over the market average.” The parties began negotiating wages in May, as provided in Section 8.1.A(B); however, they have not yet reached agreement, and negotiations are continuing. If and when an agreement on wages is reached, the Executive will transmit it to the Council for review and adoption by ordinance.

3. Possible pay practices reopener

Section 2.7 of the CBA affirms the County’s right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The CBA provides further that the agreement may be reopened by the County at any time during the term of the CBA to negotiate issues related to these standardized pay practices to the extent required by law.

4. Grievance process

Section 5.6 of the CBA has been amended to improve the grievance process, including new time limits on certain steps in the process.

5. Scheduling

Article 17 of the CBA has been amended to provide management with additional flexibility to make schedule changes, while also providing additional procedural protections for employees. This is intended to allow more effective staffing.

6. Layoff procedure

In Article 18 of the CBA, the layoff procedure has been clarified and extensively revised. The most significant changes include:

- a. An employee whose position is being eliminated will be offered the following options, listed in order of priority (i.e., the employee may choose a lower ranked option only if none of the higher ranked options is available):
 - (1) Placement in a vacancy in the same classification and division;
 - (2) Bumping of the least senior employee in the same classification and division;
 - (3) Placement in a vacancy in the same classification in another division;

- (4) Bumping of the least senior employee in the same classification in another division;
 - (5) Placement in a vacancy in a lower classification in the same division (only if the employee has passed probation in the lower classification);
 - (6) Bumping of the least senior employee in the lower classification in the same division;
 - (7) Placement in a vacancy in a lower classification in another division;
 - (8) Bumping of the least senior employee in the lower classification in another division;
 - (9) Placement in recall.
- b. The reason for the preference for an employee to continue working in the same classification and division is to provide for greater continuity and less operational disruption.
 - c. Trial Service Period: An employee who is placed or bumped into a position in another division, or into a lower classification if it has been more than five years since the employee worked in that classification, the employee must serve a Trial Service Period (usually six months, but subject to extension) to determine whether the employee has the necessary knowledge and skills. If the Trial Service Period is unsuccessful, in the view of either management or the employee, the employee will be placed on recall.
 - d. In the placement and bumping described above, the employee will not be required to be placed or bumped into a position of lower FTE level (e.g., less than full-time) than the position from which the employee is being laid off.
 - e. If the FTE level for an employee's position is increased or reduced, and the employee chooses not to remain in the position, the employee has the same placement and bumping rights as described above, but only for positions with the same FTE level that the employee had before the change.
 - f. The recall process is clarified.
 - g. The calculation of seniority within a classification is clarified.

7. Licensing, certification, and security clearance requirements

A new Section 20.12 requires employees to meet applicable licensing and certification requirements as a condition of hire and continued employment. The section also provides that employees working at detention facilities must obtain and maintain security clearances for those facilities.

FISCAL IMPACT

The fiscal impact of the CBA, which is attributable entirely to COLAs, is detailed in the updated Fiscal Note (Att. 7) and is summarized in the table below.

	2011	2012	2013	2014
Increase over previous year	\$0	\$671,244	\$1,293,221	\$845,642
Cumulative increase over 2010	\$0	\$671,244	\$1,964,464	\$2,810,106

CONSISTENCY WITH LABOR POLICIES

The proposed CBA is consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter (Att. 6))

ATTACHMENTS

1. Proposed Ordinance 2012-0310
2. Att. A (Collective Bargaining Agreement)
3. Att. B (Memorandum of Agreement)
4. Checklist and Summary of Changes
5. Contract Summary
6. Transmittal letter
7. Updated Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 6, 2012

Ordinance

Proposed No. 2012-0280.1

Sponsors Phillips and Lambert

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and Professional
4 and Technical Employees, Local 17 (Departments: Public
5 Health, Community and Human Services) representing
6 employees in the departments of public health, and
7 community and human services; and establishing the
8 effective date of said agreements.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and memorandum of
11 agreement negotiated by and between King County and Professional and Technical
12 Employees, Local 17 (Departments: Public Health, Community and Human Services)
13 representing employees in the departments of public health, and community and human
14 services and attached hereto are hereby approved and adopted by this reference made a
15 part hereof.

16 SECTION 2. Terms and conditions of said agreements shall be effective from
17 January 1, 2011, through and including December 31, 2012.

18

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Agreement between King County and Professional and Technical Employees Local No. 17, B. Memorandum of Agreement

**AGREEMENT BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES
LOCAL NO. 17**

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MEMORANDUM OF AGREEMENT: EMPLOYEES IN THE DEPARTMENT OF
COMMUNITY AND HUMAN SERVICES

1 Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as
2 defined by classifications listed in Addendum A to this Agreement, excluding certain temporary
3 employees, contract employees, supervisors, managers and confidential employees pursuant to PERC
4 certifications and County and Union recognition agreements.

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

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

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

18 **Section 1.5. Condition of Employment.**

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

25 **B.** An employee who holds bona fide religious tenets or teachings that prohibit Union
26 membership or the payment of dues or intake fees to Union organizations or any other reason is
27 eligible for a religious exemption as determined by the Public Employment Relations Commission,
28 will pay an amount of money equivalent to regular union dues and intake fees to a charitable

1 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the
2 Union with written proof that such payments are being made.

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

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

17 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
18 the employee for failure to abide by Section 5 or Section 6 of this Article, but provide the employee
19 and the County with thirty (30) calendar days' written notification of the Union's intent to initiate
20 discharge action, during which time the employee may make restitution in the amount which is
21 overdue. Upon receipt of the Union's request, the Public Health Human Resources Manager shall
22 give notice in writing to the employee, with a copy to the Union and the DES, Human Resources
23 Division, Labor Relations Section that the employee faces discharge upon the request of the Union at
24 the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter"
25 and that the employee has an opportunity before the end of said thirty (30)-calendar day period to
26 present to the Public Health Human Resources Manager any information relevant to why the Public
27 Health Department should not act upon the Union's written request for the employee's discharge.

28 In the event the employee has not yet fulfilled the obligation set forth within Section 5 or

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

13 **Section 1.8. Bargaining Unit List.** Once each calendar year in September and upon request,
14 the County will provide the Union with a current listing of all employees within the bargaining units.
15 The list shall include the name of the employee, the employees' classification, and seniority within
16 the bargaining unit, seniority within the employees' current classification, classification date,
17 division, job location, and salary.

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

23 **Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.** Eligible
24 temporary employees (those who were employed by the Department of Public Health on or before
25 August 1, 2001) shall be paid at Step 6 of their applicable pay range in lieu of their continued
26 compensation of fifteen (15) percent of base salary in lieu of leave benefits for each hour worked.
27 These "short-term" temporary employees shall continue to be paid at Step 6 of the range until such
28 time as they (a) terminate employment with the County; (b) change employment status to County

1 term-limited temporary, provisional, probationary, part-time regular or full-time regular employee;
2 (c) cease to be represented by the Union. Temporary employees hired after August 1, are not eligible
3 for premium pay nor step placement in lieu of premium pay. "Short-term" temporary employees who
4 are receiving the premium on or before August 1, 2001 who are removed from the payroll and are
5 subsequently returned to the payroll in the same classification as that of which they left within twelve
6 (12) months of removal will be placed at step six (6) of the applicable pay range. The Director of
7 Public Health may approve any exception of the above Step 6 placement in writing with notice to the
8 Union.

9 **ARTICLE 2: MANAGEMENT RIGHTS**

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

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

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

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

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

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

16 **Section 2.6. Public Employment Programs.**

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

28 **B.** The Department shall have the right to implement new public employment

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

13 **Section 2.7. Payroll Reopener Language.** The parties agree the County has the right to
14 implement a common biweekly payroll system that will standardize pay practices and Fair Labor
15 Standards Act workweeks. The parties agree that applicable provisions of the collective bargaining
16 agreement may be re-opened at any time during the life of this agreement by the County for the
17 purpose of negotiating these standardized pay practices, to the extent required by law.

18 **ARTICLE 3: EMPLOYEE RIGHTS**

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

22 **Section 3.2. Personnel Files.** The employees covered by this Agreement may examine their
23 personnel files in the Department's Human Resources Office in the presence of the Department of
24 Public Health Human Resources Manager or a designee. In matters of dispute regarding this section,
25 no other personnel files will be recognized by the County or the Union except that supportive
26 documents from other files may be used. Materials to be placed into an employee's personnel file
27 relating to job performance or personal conduct or any other material that may have an adverse effect
28 on the employee's employment shall be reasonable and accurate and brought to his or her attention

1 with copies provided to the employee upon request. Employees who challenge material included in
2 their personnel files are permitted to insert material relating to the challenge.

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

9 **Section 3.4. Performance Standards.** Performance standards used to measure the
10 performance of employees shall be reasonable. The hiring authority and the employee should
11 communicate performance standards at the time of hire, with any change in job duties, and as
12 appropriate.

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

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

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

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

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

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

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

8 **ARTICLE 4: NONDISCRIMINATION**

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

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

16 **ARTICLE 5: GRIEVANCE PROCEDURE**

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

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

25 **Section 5.3. Grievance Hearing Schedule.** Grievance hearings shall be held within 15
26 working days of the filing of the step, provided the parties have received information request
27 materials prior to the hearing date. Requests and granting of extensions shall be made in writing to
28 the parties' representatives and include the date of the hearing. The intent of the parties in this

1 section is to complete the timely resolution of grievances.

2 **Section 5.4. Grievance Processing Release Time.** Grievances processed through Step 3 of
3 the grievance procedure are to be heard during normal work hours and no employee shall receive
4 compensation beyond normal working hours while attending grievance meetings unless stipulated
5 otherwise by the parties. Release time under this section shall include a reasonable amount of time
6 (not to exceed 30 minutes) before and/or after the hearing, provided it occurs during normal working
7 hours.

8 **Section 5.5. Grievance Process.** Employees will be unimpeded and free from restraint,
9 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance.

10 Probationary employees shall not have the right to pursue grievances over dismissal but shall
11 be able to pursue grievances as otherwise provided. Regular employees reverted during a
12 probationary period shall not have the right to pursue grievances over reversion but shall be able to
13 pursue grievances as otherwise provided.

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

15 **Section 5.6. Definition.** Any dispute arising during the term of this Agreement between the
16 County and the Union or between the County and any employee covered by this Agreement
17 concerning the interpretation, application, claim of breach or violation of the express terms of this
18 Agreement shall be deemed a grievance.

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

21 Any time limits agreed to in the grievance procedure may be extended for stated periods of
22 time by the appropriate parties by mutual agreement in writing. Failure by an employee or the Union
23 to comply with any time limitation of the procedure of this Article shall constitute withdrawal of the
24 grievance.

25 **Section 5.7. Grievance Steps.**

26 **Step 1: Immediate Supervisor.** A grievance shall be presented in writing by the
27 aggrieved employee and Union steward/representative to the employee's immediate supervisor
28 within ten (10) working days of the alleged contract violation. The grievance notice shall be dated

1 and shall include the date of the incident, the issue(s), and the due date (ten (10) working days) for
2 the immediate supervisor's response. After consulting with the Manager, the immediate supervisor
3 shall attempt to resolve the matter and notify the employee or Union representative in writing within
4 ten (10) working days of receipt of the grievance. If requested by either party, the parties will meet to
5 review the grievance and the supervisor's response timeline will be 10 working days from the
6 grievance meeting.

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

11 **Step 2: Division Manager.** If the grievance is not resolved at Step 1 or is filed
12 initially at Step 2, the employee and Union steward/representative shall present the grievance in
13 writing, specifying the section(s) of the contract allegedly violated and the remedy sought. The
14 grievance shall then be presented to the Division Manager, or Assistant Division Manager acting in
15 capacity of the Division Manager for investigation, discussion and written reply. The Division
16 Manager, after consulting with the Department Director or designee, shall make a written decision
17 and present it to the aggrieved employee and/or Union representative with a copy mailed to the Union
18 within ten (10) working days after receipt of the Step 2 grievance. If requested by either party, the
19 parties will meet to review the grievance at Step 2 and the Division Manager's (or designee's)
20 response timeline will be 10 working days from the grievance meeting.

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

25 **Step 3: Office of Labor Relations.** If the decision of the Division Manager has not
26 resolved the grievance, the grievance shall be presented to the Director of the Office of Labor
27 Relations (OLR) or his/her designee. The Director or his/her designee shall not have been a
28 participant at the Step 1 or Step 2 meeting.

1 Within fifteen (15) working days following notification by the Union, the OLR Director or
2 his/her designee shall convene a hearing for the purpose of resolving the grievance. Both parties to
3 the grievance shall be entitled to call witnesses on their behalf, and all such hearings shall be closed
4 for the purpose of maintaining confidentiality, unless otherwise mutually agreed. The OLR Director
5 or his/her designee shall render his or her written decision within ten (10) working days of the
6 hearing. If the grievance is not pursued to the next higher level within thirty (30) calendar days from
7 the Union's receipt of the OLR Director's/designee's written response, it shall be presumed
8 withdrawn by the Union.

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

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

18 Upon receipt of an appeal for mediation, the Director of OLR or his/her designee shall work
19 with the Union to seek the assistance of the Public Employment Relations Commission or another
20 mutually agreed upon mediator, in an attempt to resolve the grievance. The parties will seek to
21 schedule the mediation hearing within thirty (30) days of the Union's appeal for mediation. The
22 mediator shall have no authority to resolve the grievance except by agreement of the Union and the
23 County. In the event the grievance is not resolved, evidence or concessions agreed to or offered by
24 the opposing party during mediation shall not be admissible at the subsequent hearing, unless such
25 admission is agreed to by both parties.

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

1 The Union and the County shall agree on a list of five (5) arbitrators. In the event that the
2 parties are unable to agree upon this list of arbitrators, then such list shall be requested from the
3 American Arbitration Association. The arbitrator will be selected from the list by the Department
4 representative and the Union alternately striking a name from the list until only one remains.

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

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

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

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

16 4. The arbitrator's decision shall be made in writing and shall be issued to the parties
17 within thirty (30) calendar days after the hearing is completed.

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

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

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

25 **Section 5.8. Personnel Board Appeals.** An employee covered by this Agreement must,
26 upon initiating objections relating to disciplinary action, use either the contractual grievance
27 procedure contained herein or disciplinary appeals under the King County Personnel System. The
28 parties agree that the King County Personnel Board shall have jurisdiction to resolve such disputes.

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

8 **ARTICLE 6: WORK STOPPAGES**

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

20 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND** 21 **APPEALS**

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

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

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

28 **Section 7.2. Probationary Period/Status of Employee.** Employees who are hired for career

1 service positions from an eligible register shall serve a probationary period of six (6) months, at
2 which time they shall become regularly appointed employees.

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

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

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

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

18 C. An employee's initial probationary period may be extended up to six (6) additional
19 months subject to approval by the Department Director or designee prior to the expiration of the
20 initial six (6)-month probationary period.

21 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the
22 initial probationary period after having been given written notice. The reasons for the dismissal shall
23 be filed with the Office of Labor Relations Director, or designee, and a copy sent to the Union.

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

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

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

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

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

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

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

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

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

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

25 A. If a probationary employee in the County or Public Health is transferred to a
26 different classification in the Department, the employee shall serve a complete six (6)-month
27 probationary period in the new classification. If a regular employee in the County or Public Health is
28 transferred to a different classification in Public Health, the employee shall serve a complete six (6) -

1 month probation period in the new classification.

2 **B.** Within the Department, if a regular employee is regularly appointed to a higher
3 classification while serving in a probationary period, the probationary period for the lower
4 classification and the new probationary period for the higher classification shall overlap, provided
5 that the higher and lower classifications are in the same or a closely related field. The employee shall
6 complete the terms of the original probationary period and be given regular status in the lower
7 classification.

8 **C.** Within the Department, if a probationary employee is regularly appointed to a
9 higher classification while serving in a probationary period, the initial probationary period and the
10 new probationary period for the higher classification shall overlap, provided the higher and the lower
11 classifications are in the same or a closely related field. The employee shall complete the term of the
12 original probationary period and be given regular standing in the lower class. In such cases where the
13 probationary period is longer than the probationary period for the higher classification, the
14 probationary period shall continue to run for the full duration of its original term and be applicable to
15 both the lower and the higher classification.

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

17 **A. Promotion.** The Union and the County agree that career service employees
18 occupying the bargaining unit position of H&EI I will be promoted to H&EI II upon successful
19 completion of the twelve (12) month probationary period.

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

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

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

4 **Section 7.7. Performance Evaluation.**

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

9 **B. Appeal of Performance Evaluation.** Within 10 working days after the receipt of
10 the final performance evaluation, the employee may appeal the evaluation in writing, to the Division
11 Director/Manager. (A performance evaluation is considered final when the supervisor has signed the
12 appraisal document.) The written request should include the date of the evaluation, name of the
13 supervisor who performed the evaluation, the date the evaluation was received, the specific ratings or
14 comments which the employee believes are incorrect, the proposed ratings or comments the
15 employee believes should be made on the evaluation, and facts substantiating the changes requested.
16 The employee should retain a copy of this appeal and send the original to the Division
17 Director/Manager. Upon receipt of the appeal, the Division Director/Manager will have 15 working
18 days to meet with the employee and sustain or change the performance evaluation and notify, in
19 writing, the employee of the decision. In the case of a change to the evaluation, a copy of the revised
20 evaluation is to be included with the decision. In the event the issue is not resolved by the Division
21 Director/Manager (including a failure to meet the timeline), the employee may, within 10 working
22 days, file for appeal with the Department Director (or designee). The Department Director (or
23 designee) will meet with the employee within 15 working days. The Department Director (or
24 designee) will notify, within 5 working days of the meeting, the employee of the outcome and issue a
25 written decision. The Department Director's (or designee's) decision to sustain or change the
26 performance evaluation will be final. In no event shall a failure to timely respond be construed as
27 resulting in implementation of the change sought by the employee.

28 **C. Management's Rights.** Notwithstanding the provisions in paragraphs A and B of

1 this section, the Union recognizes the County's and the Department's right to establish and/or revise
2 the Department's performance evaluation system. In establishing new and/or revising the
3 performance evaluation system, the Department shall, prior to implementation, discuss said changes
4 in a Labor/Management meeting.

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

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

12 **Section 8.1.** Pursuant to the negotiated and ratified "Memorandum of Agreement between
13 King County and King County Coalition of Labor Unions "Addressing the 2011 Budget Crisis", the
14 parties have agreed to cost-of-living adjustments as follows:

15 **2011** - No cost-of-living-adjustment for 2011.

16 **2012** - Effective January 1, 2012 employees shall be eligible to receive 90% of the
17 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
18 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
19 current year). Zero percent (0%) floor and no ceiling.

20 **2013** - Effective January 1, 2013 employees shall be eligible to receive 95% of the
21 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
22 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
23 current year). Zero percent (0%) floor and no ceiling.

24 **2014** - Effective January 1, 2014 employees shall be eligible to receive 95% of the
25 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
26 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
27 current year). Zero percent (0%) floor and no ceiling.

28 **Economic and Fiscal Conditions Reopener.** The parties agree when significant

1 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
2 reopen negotiations for COLA when triggered by either an increase in the King County
3 unemployment rate of more than 2 percentage points compared with the previous year or a decline of
4 more than 7%, in County retail sales as determined by comparing current year to previous year. Data
5 will be derived from Washington State Department of Revenue. By no later than July 30th of each
6 year of this agreement, the county will assess whether the economic measurements listed above
7 trigger contract reopeners on COLA for the subsequent year.

8 The method for calculating the COLA is as follows:

9 **Step 1:** Determine the average of the 6 bi-monthly Seattle CPI values (Series:
10 CWURA423SAO) from August 2010 to June 2011 by dividing by 6.

11 **Step 2:** Apply the same computation method used in Step 1 to the values from August 2009
12 to June 2010 and determine the average.

13 **Step 3:** Take the difference between Step 1 and Step 2 and divide by results of Step 2.

14 **Step 4:** Convert into a percentage.

15 **Step 5:** Multiply percentage by 90% to get final COLA figure. For 2012, this results in an
16 increase of 1.63%.

17 **Section 8.1.A. Wage Reopener.** The parties agree to re-open the contract for the purpose of
18 negotiating over the subject of wages as follows:

19 A. The parties will continue and complete the process of conducting salary surveys of
20 the classifications covered by this contract. The parties will continue to use a collaborative process in
21 conducting the remaining survey work, including on the issue of what classifications to survey. This
22 survey work will be completed by March 31, 2012. If either party wishes to expand the list of
23 classifications to be surveyed beyond those already identified in these negotiations, that party will
24 provide notice of such additional classifications no later than January 31, 2012.

25 B. By May 1, 2012, the parties will meet for the purpose of bargaining the subject of
26 wages, with the understanding and commitment to take meaningful steps toward addressing any
27 wages found to be substantially over the market average. The parties will schedule 4 meetings to
28 complete negotiations on the subject of wages. Those meetings will be scheduled on May 2, 9, 16,

1 and 23 of 2012.

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

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

14 **Section 8.4. Classification Studies.**

15 **A.** If the duties and responsibilities assigned to a position change to the extent that a
16 reclassification of the position is deemed appropriate by the DES, Human Resources Division
17 Director, or designee, the career service employee in the position shall be entitled to continue therein
18 with the classified status that the career service employee had in the position prior to its
19 reclassification, provided the employee meets the minimum qualifications for the reclassified
20 position. In instances where the reclassification results in a promotion, a competitive examination
21 will not be required, unless such reclassification is shown to be an obvious attempt to circumvent
22 promotional opportunities.

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

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

12 **Section 8.5. Position Classification.**

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

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

23 B. All classes involving the same character of work but differing as to level of
24 difficulty and responsibility shall be assembled into a class series.

25 C. Compensation or salary shall not be the sole factor in determining the
26 classification of any position or the standing of any incumbent.

27 D. In allocating any position to a class, the specification for the class shall be
28 considered as a whole. Consideration shall be given to the general duties, the specific tasks, the

1 responsibilities, the required and desirable qualifications for such position, and the relationship
2 thereof to other classes. The examples of duties set forth in such specification shall not be construed
3 as all-inclusive or restrictive, and an example of a typical task or a combination of two or more
4 examples shall not be taken, without relation to all parts of the specification, as determining that a
5 position should be included within a class.

6 E. No one whose position has been allocated to its appropriate class shall be assigned
7 or required to perform duties generally performed by persons holding positions in other classes,
8 except in case of emergency or for limited periods of time when approved by the DES, Human
9 Resources Division Director, or designee, provided that nothing in this provision shall be construed
10 as preventing the assignment of duties of a higher rank as part of a training period, or for relief
11 periods; and provided, further, the clause in any specification "and to perform related work as
12 required" shall be liberally construed.

13 F. A career service employee may be assigned to a position which carries additional
14 salary and limited additional duties or responsibilities and is within the scope of the specification for
15 the class from which assignment is made, as determined by the DES, Human Resources Division
16 Director, or designee. If the duties of a position are beyond the scope of the specification for the base
17 class, as determined by the DES, Human Resources Division Director, or designee, such position
18 must be separately classified and eligibility established by examination. A career service employee
19 assigned from the base classification to a higher classification within the base classification shall
20 begin a six-month probation period in the classification and, upon completion of the probation period,
21 shall have regular standing at the level to which assigned.

22 **Section 8.6. Status upon Reclassification.**

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

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

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

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

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

13 D. In the event a position which is a recognized assignment is changed to a separate
14 examined class, the incumbent who has regular standing in the class from which assignment was
15 made shall be recognized in the new class with the same standing the employee had in the base class
16 from which formerly assigned.

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

24 **Section 8.7. Step Placement.**

25 A. Every full-time regular, part-time regular and term-limited temporary employee
26 upon first appointment or assignment shall receive the minimum rate of the salary range fixed for the
27 position. When this results in an inequity, or when it becomes necessary because of difficulties in
28 recruitment, payment other than the first step may be authorized by the Department Director. The

1 Union shall be notified whenever, a full-time regular, part-time regular and term-limited temporary
2 employee covered by the Agreement is paid at "other than the prescribed step" as described above.

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

8 This provision shall not apply to "provisional" work outside of classification, or temporary
9 employees; provided, however, for a "short-term" temporary employee who has worked in excess of
10 520 straight time hours within the previous twelve (12) month period, and who is appointed to a
11 regular position without a break in service, work performed within the previous twelve (12) month
12 period shall be counted for purpose of salary step placement. An employee who has been reclassified
13 will be given credit for pay step purposes for the continuous time worked immediately preceding the
14 reclassification for which he/she was properly paid "work outside of classification pay" per Article 9
15 of the Agreement.

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

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

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

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

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

11 **H. Promotions.** A career service employee appointed to a position in a class having
12 a higher maximum salary shall be placed either in the first step of the new salary range or at the step
13 which is the equivalent of two (2) steps (approximately five (5) percent) more than the employee's
14 former salary step, whichever is greater, but not to exceed the top step of the new range. This shall
15 apply only to appointments of employees from full-time regular and part-time regular positions and
16 shall not apply to appointments from positions designated as "provisional" or to temporary
17 assignments providing pay over regular salary while so assigned.

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

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

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

27 **J.** An employee reduced because of organizational change or reduction in force from
28 a regular full-time or part-time position to a position in a class having a lower salary range shall be

1 paid the salary rate of the lower range which is nearest to the salary rate to which he was entitled in
2 his former position without reduction, provided that such salary shall in no event exceed the
3 maximum salary of the lower range. If an employee has completed twenty-five (25) years of service
4 with the County and within five (5) years of a previous reduction in lieu of layoff to a position in a
5 class having a lower salary range, the employee shall receive the salary he or she was receiving prior
6 to such second reduction as an "incumbent" as long as he or she remains in the position or until the
7 regular salary for the lower class exceeds the "incumbent" rate of pay.

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

15 **Section 8.8. Shift Differentials.**

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

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

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

25 **Section 8.9. Bilingual Premium Pay.**

26 Employees may be assigned in writing to provide bilingual, interpreter and/or translation
27 services to the Department and compensated a premium of \$50 dollars per month. This assignment
28 will be renewed annually and may be terminated at anytime. It is understood by the parties that the

1 work performed by the bi-lingual speaker provided for under this Section shall not supplant the work
2 of the Medical Interpreter/Translator.

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

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

12 These positions will be hired with a requirement of not only proficiency in the classification
13 but a bilingual ability. It is the intent of the County to fill only vacancies with these positions – there
14 will be no forced transfers or layoffs to create open bilingual positions. The positions are limited to
15 the Community Health Services Division and the Tuberculosis (TB) and Sexually Transmitted
16 Disease (STD) clinics in the Prevention Division (currently located in Harborview). A limited
17 number of positions at each center (satellite locations are considered part of the center that supports
18 them) will be as follows:

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

21 • At all other Public Health Centers, there may be 3 total positions with no more than
22 2 AS II positions dedicated as bilingual.

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

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

27 In the event of layoff, bilingual positions may be bumped by classification only if the
28 employee bumping meets the language requirement for the position. Bilingual position holders must

1 bump within the bilingual positions first then, once those opportunities are exhausted, may bump into
2 other positions in the classification description.

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

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

11 **ARTICLE 9: SPECIAL DUTY**

12 **Section 9.1.**

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

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

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

27 **Section 9.4. Lead Worker.**

28 A. **Lead Worker Duties.** Full-time or part-time employees may receive Lead

1 Worker pay for the duration of the assignment or until properly assigned to Special Duty pursuant to
2 Section 1 above only for work performed where a higher-level classification does not exist.

3 **Section 9.5. Rotation of Work Outside of Classification.** The purpose of special duty
4 assignments is to provide necessary backfill of vacant positions or perform necessary short-term work
5 projects. However, the County and the Union recognize that special duty assignments can have a
6 potential career development benefit to employees by enhancing experience for those wishing to
7 advance in their career path. Therefore, when possible, special duty assignments will be made to a
8 full-time regular or part-time regular employee on a rotation basis among qualified employees in the
9 Department. A normal rotation shall be no longer than six (6) months. An employee shall not serve
10 more than two (2) rotations unless there are no other qualified employees, there are no volunteers or
11 in the judgment of the Department, it would be in the best interest of the County for the assignment
12 not to be rotated. The justification not to rotate after the first rotation will be provided to the
13 employee and the union prior to the second rotation.

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

18 19 **ARTICLE 10: ANNUAL VACATION**

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

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

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE	
Years of Service	Working Days Per Year
0 through end of Year 5	12
Beginning of Year 6	15
Beginning of Year 9	16
Beginning of Year 11	20
Beginning of Year 17	21
Beginning of Year 18	22
Beginning of Year 19	23
Beginning of Year 20	24
Beginning of Year 21	25
Beginning of Year 22	26
Beginning of Year 23	27
Beginning of Year 24	28
Beginning of Year 25	29
Beginning of Year 26 and beyond	30

Section 10.3. Maximum Accrual. Full-time regular, part-time regular and term-limited temporary employees may accrue up to a maximum of 480 hours of vacation. Such employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the appointing authority has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

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

Section 10.5. Cancellation of Vacation. In the event that the Department cancels an

1 employee's already scheduled and approved vacation, leaving no time to reschedule such vacation
2 before the employee's maximum balance will be reached, the employee's vacation balance will be
3 permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a
4 period of up to three (3) months if such exception is approved by both the Department Director and
5 the Human Resources Division Director of DES in order to allow rescheduling of the employee's
6 vacation. In such cases, the Department Director shall provide the Human Resources Division
7 Director with the circumstances and reasons leading to the need for such an extension. No extension
8 of this grace period will be allowed.

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

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

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

18 **Section 10.9. Use of Vacation for Medical Reasons.** Except for absences associated with
19 FML-protected leave, where a leave eligible employee has exhausted his/her sick leave balance,
20 Management may require the use of vacation time or leave without pay. In the case where vacation
21 time use is mandated a written explanation of that decision will be provided to the employee.

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

28 **Section 10.11. Vacation Scheduling.** The Department Director shall arrange vacation time

1 for employees on such schedules as will least interfere with the functions of the Department but
2 which accommodate the desires of the employee to the greatest degree feasible. Scheduling
3 guidelines for the division, section, work group or site will be distributed to the employees when
4 developed or modified, or upon request.

5 **ARTICLE 11: HOLIDAYS**

6 **Section 11.1. Holidays Observed.** The following day or days in lieu thereof shall be
7 recognized as holidays without salary deduction:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following
Christmas Day	December 25
Two (2) Personal Holidays	

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

27 **Section 11.2. Personal Holidays.**

28 **A.** Full-time regular, part-time regular and term-limited temporary employees shall be

1 granted two personal holidays to be administered through the vacation plan. One day shall be granted
2 on the first of October and one day shall be granted on the first of November.

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

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

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

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

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

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

21 **Section 11.7. Holiday Pay for Employees on Alternative Work Schedules.** Employees
22 scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more
23 than ninety-six (96) holiday hours (includes Personal Holidays) per year, eighty-four (84) hours for
24 employees on a thirty-five (35) hour work week. Employees working alternative work schedules
25 whose departments close on a designated holiday shall be allowed to cover the hours beyond the
26 normal holiday allowance by using accrued but unused time off (vacation or compensatory time) or
27 take leave without pay, or by mutual agreement with the supervisor, the employee shall be allowed to
28 work to make up the hours during that same work week. In no event will the rescheduling of hours in

1 this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday
2 falls on an employee's regularly scheduled day off, the employee will have the option of receiving
3 the holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day
4 off within thirty (30) days of the actual holiday.

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

7 **Section 12.1. Sick Leave Accumulation.**

8 Full-time regular, part-time regular and term-limited temporary employees covered by this
9 Agreement shall accumulate sick leave credit at the rate of .04616 hours for each hour on regular pay
10 status as shown on the payroll, but not more than forty (40) hours per week. Sick leave credit may be
11 used for bona fide cases of:

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

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

24 **Section 12.2. Compensation for Sick Leave Absence.** Compensation for the first four (4)
25 days of absence shall be paid upon approval of the Public Health Director or designee. In order to
26 receive compensation for such absence, employees shall make themselves available for such
27 reasonable investigation, medical or otherwise, as the Public Health Director or designee shall see fit
28 to have made. Compensation for such absences beyond four (4) continuous days shall be paid only

1 after approval of the Department Director, or designee of a request from the employee supported by a
2 report of the appropriate health care practitioner.

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

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

6 B. when off work on a holiday.

7 **Section 12.4. Prerequisites for Payment.**

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

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

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

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

28 **Section 12.5. Wellness Incentive.** Full-time regular, part-time regular and term-limited

1 temporary employees who have been employed for a full calendar year within the bargaining unit
2 who during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is
3 not counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave
4 to be used as personal vacation days in the next calendar year. This benefit shall be prorated for part-
5 time employees.

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

11 **Section 12.7. Industrial Injury.**

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

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

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

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

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

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

18 **Section 12.9. Leaves of Absence.**

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

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

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

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

28 **D.** Leaves of absence of more than sixty (60) days may be conditional or

1 unconditional with any conditions set forth in writing at the time the leave is approved.

2 E. All requests for leaves of absence are to be requested in writing as far in advance
3 as possible, stating all pertinent details and the amount of time requested.

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

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

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

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

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

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

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

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

1 **A. Vacation leave hours.**

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

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

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

18 **B. Sick leave hours.**

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

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

28 3. Donated sick leave hours must be used within ninety (90) calendar days.

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

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

8 D. All vacation and sick leave hours donated shall be converted to a dollar value
9 based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be
10 divided by the receiving employee's hourly rate to determine the actual number of hours received.
11 Unused donated vacation and sick leave shall be reconverted based on the donor's straight time
12 hourly rate at the time of reconversion.

13 **ARTICLE 14: FAMILY AND MEDICAL LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 A. It is the policy of King County to recognize that pregnancy is a normal event in a
13 woman's life and that provisions shall be made to provide all female employees the opportunity to
14 continue to participate in the work force during and up to three months after a pregnancy.

15 B. A female employee, who upon the advice of her physician cannot safely perform
16 all of the normal duties of her job due to pregnancy and who indicated a desire to continue working
17 prior to taking sick or maternity leave for which she may otherwise be eligible, shall upon
18 concurrence of the Department Director, or designee, and consultation with King County Disability
19 Services, receive consideration for temporary reassignment. The County shall, where reasonably
20 possible, accommodate a female employee's desire for medically approved continued employment
21 during pregnancy and up to three months thereafter via one or more of the three alternatives listed.
22 The first alternative shall have preference and assignments and/or reassignments shall be given within
23 an employee's department where possible. The King County Department of Executive Service,
24 Human Resources Division Management shall be responsible for coordination of the following
25 limited duty alternatives.

26 1. Temporary assignment to limited duties within the employee's
27 classification;

28 2. Temporary reassignment of the employee to a similar classification with

1 equal pay for which the employee is qualified.

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

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

9 **D. Limitations.**

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

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

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

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

25 **ARTICLE 15: UNION REPRESENTATIVES**

26 **Section 15.1. Visitation.** The Executive Director or Union Representative of the Union may,
27 after notifying the Public Health official in charge, visit the work location of employees covered by
28 this Agreement at any reasonable time for the purpose of investigating grievances. Such

1 representative shall limit his/her activities during such investigations to matters relating to this
2 Agreement. Department work hours shall not be used by employees or Union representatives for the
3 conduct of Union business or the promotion of Union affairs.

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

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

23 **Section 15.4. Meeting Rooms.** Where allowable and after prior arrangements have been
24 made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose
25 of conducting Union business, where such activities would not interfere with the normal work of the
26 Department.

27 **Section 15.5. Quarterly Shop Steward Meetings.** General shop steward meetings may
28 occur during regular business hours on a quarterly basis. Up to 2 hours paid release time will be

1 provided quarterly for no more than 20 shop stewards.

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

6 **ARTICLE 16: SAFETY STANDARDS**

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

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

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

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

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

20 **Section 17.1. Work Week.**

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

23 B. Those employees on an established thirty-five (35) hour workweek retain a thirty-
24 five (35) hour workweek unless mutually agreed between the employee and supervisor. Overtime
25 exempt employees on an established thirty-five (35) hour workweek will retain a thirty-five (35) hour
26 workweek unless mutually agreed between employee and supervisor. When management deems it
27 necessary, work schedules may be established other than the normal Monday through Friday
28 schedule.

1 **Section 17.2. Alternative Work Arrangements.**

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

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

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

- 13 • Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
- 14 • Holidays shall be granted in accordance with Article 11 of this Agreement;
- 15 • Employee participation shall be on a voluntary basis, unless no volunteers are
16 available, in which case assignment will be made by inverse seniority within classification at the
17 location in question.
- 18 • If there are more than one volunteer to fill an available alternative work schedule,
19 the schedule will be assigned by seniority, provided that in order to be eligible, the employee must
20 meet the skills necessary for that position/schedule and not have any documented disciplinary action
21 relating to attendance in the prior 24 months.

22 **B. Appeal of Denial or Termination of Alternative Work Arrangement.** Review
23 and appeal of the denial or termination of an alternative work arrangement shall be as set forth in this
24 section. Any employee whose alternative work arrangement is terminated or denied may request a
25 written explanation for the decision, provided that request is made within 10 business days of notice
26 of the denial or termination. When an employee has requested a written explanation, the decision
27 maker shall provide an explanation to the employer and the Union in writing within 10 business days
28 of receiving the request. The explanation will include the legitimate business need that the

1 alternative work arrangement does not meet in an attempt to work with the requesting employee to
2 determine a schedule that could be mutually agreeable to the parties. Upon receiving the written
3 explanation, the employee shall have 10 business days to appeal in writing to the Division Manager
4 (or higher, if the Division Manager made the initial written explanation). The Division Manager
5 shall, within 10 business days of receipt of the written appeal, provide a written response. The
6 ultimate decision of whether to grant or deny the appeal will remain with the Division Manager (or
7 higher, if the Division Manager made the initial written explanation) and shall not be subject to the
8 grievance process of this Agreement.

9 **Section 17.3. Notice prior to an Involuntary Change in Schedule.** Forty-five (45) days
10 advance notice shall be afforded employees when involuntary permanent changes to a regular
11 schedule are required by the Department. The Department agrees to avoid frequent schedule
12 changes.

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

15 A. Volunteers will first be sought, provided such volunteers perform the same job
16 duties at the same work site.

17 B. Affected employee will be provided with a ten (10) working day notice of schedule
18 change.

19 C. The length of the Temporary Schedule Change shall not exceed one month.

20 D. No individual employee will incur more than four (4) Temporary Schedule
21 Changes per calendar year (not including changes made pursuant to Article 17.4.A. Urgent
22 Temporary Schedule Changes).

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

25 The limitations described above do not apply to positions which, by their nature, are subject to
26 regular schedule variability (e.g., float pool positions, Needle Exchange Program positions, etc.)

27 **Section 17.4.A. Urgent Temporary Schedule Changes.** In the event of unforeseen, urgent
28 staffing needs, management may require an employee to change their schedule on a temporary basis

1 with the following limitations:

2 A. Affected employee will be provided with a twenty-four hour notice of schedule
3 change.

4 B. Such changes must be approved by the appropriate Division Manager or
5 Deputy/designee.

6 C. Urgent Temporary Schedule Changes will not last longer than five working days
7 unless an emergency is declared by the department director, or by mutual consent between the
8 employee and the department.

9 **Section 17.5. Overtime.**

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

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

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

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

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

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

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

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

17 **Section 17.9. Rest Period.** Employees covered by this Agreement shall be provided fifteen
18 (15)-minute rest period per each 4-hour period of work time consistent with County policy (PER 8-2-
19 1).

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

22 **Section 17.11. Meal Reimbursement.**

23 A. When an employee is specifically directed by the Department to work two (2)
24 hours or longer prior to the beginning of or the end of his/her normal work shift of not less than eight
25 (8) hours and the employee actually purchases a reasonably priced meal away from the employee's
26 place of residence as a result of such additional hours of work, the employee shall be reimbursed for
27 the "reasonable cost" of the meal in accordance with County Ordinance. In order to receive
28 reimbursement, the employee must furnish the Department of Public Health with a receipt for the

1 meal no later than the beginning of his/her next regular shift; otherwise the employee shall be paid a
2 maximum of six dollars (\$6.00) in lieu of reimbursement for the meal.

3 **B.** The Department of Public Health shall not reimburse for the cost of alcoholic
4 beverages.

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

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

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

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

23 **Section 17.14. FLSA Exempt Employees Provision.** Exempt employees include all
24 Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment
25 Supervisors working in the Department of Community and Human Services and certain other persons
26 classified in Emergency Medical Services. These employees are eligible to receive Executive Leave
27 pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration
28 and Professional Employees (Executive Policy PER 8-1-2). These positions will enjoy all relevant

1 rights under the contract except for overtime and shift premiums.

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

3 **PRIORITY**

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

6 **A. Reduction in Force** is any budgeted change to a career service employee's FTE
7 which may include an increase, decrease or elimination of the FTE.

8 **B. Layoff** is the termination of career service employment due to a reduction in force
9 action.

10 **C. Classification seniority** is defined as total regular hours paid at straight time,
11 including sick leave, holiday and vacation leave in a classification without a break in service.
12 Seniority hours earned are not to exceed the equivalent of a full-time position (2080 hours annually).
13 Overtime and compensatory time in lieu of overtime do not count toward classification seniority.
14 Only career service employees are eligible to earn classification seniority. Term Limited Temporary
15 (TLT) and Short Term Temporary (STT) employees do not earn classification seniority hours.
16 Employees who transfer, promote or demote into a different job classification under this contract will
17 accrue seniority hours in the new classification upon start of their placement in the position. Previous
18 seniority hours earned in other classifications worked under this contract will be retained (e.g., an
19 employee recalled to a previously held classification will be credited with the seniority accrued while
20 in that classification).¹

21 **D. Contract Seniority** is defined as accumulated seniority for all classifications
22 worked under this contract without a break in service as listed in Addendum A.

23 **E. Break in Service** is a voluntary quit, retirement, layoff, medical separation or
24

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

1 termination for just cause. Employees who terminate due to layoff or medical separation will have
2 accrued seniority reinstated upon rehire if the rehire occurs within two years following their
3 termination. Authorized paid and unpaid leaves of absence are not considered breaks in service;
4 however, seniority will cease to accrue during an unpaid leave if the leave exceeds thirty (30)
5 consecutive days.

6 **F. Trial Service Period** is a defined period of time following placement into a new
7 position as a result of a reduction in force. A trial service period only applies if the individual bumps
8 into a position in another division; is placed into a vacancy in another division; or when they bump
9 into a lower classification previously worked within their current division or is placed into vacancy in
10 a lower classification previously worked within their current division and where it has been more
11 than five (5) years since they have worked in that classification.

12 The purpose of the trial service period is to provide the individual an opportunity to acquire
13 the requisite knowledge and skills specific to that position so as to be able to perform the duties in a
14 competent manner. The trial service period is also a time for management to assess progress and
15 performance of the individual and determine if they are able to perform the duties at an acceptable
16 level. A trail service period is generally six months in duration, but may be extended an additional
17 six (6) months to allow for further skill and knowledge acquisition; it may also be shortened if
18 management determines the individual has demonstrated sufficient competency.

19 **G. Unsuccessful Trial Service Period:** Management may end the trial service
20 period at any time if it objectively assesses that the individual is not demonstrating sufficient progress
21 in obtaining the requisite knowledge and skills required of the position within a reasonable period of
22 time. The individual may also request to end the trial service period on their own accord if they
23 conclude the placement is not an appropriate match. In both cases, the individual will be removed
24 from the position and placed in layoff/recall status and will be eligible for recall services for up to
25 two years following the date of their changed employment status.

26 **H. Divisions of Public Health** - For purposes of this article only the Divisions within
27 the Department of Public Health include Community Health Services, Environmental Health
28 Services, Jail Health Services, Prevention, Emergency Medical Services, Administration/Business

1 Operations, and Cross-Cutting Public Health Services.

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

5 **Section 18.2. Transfer.**

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

8 **B. Transfers within the Department of Public Health.** The Department of Public
9 Health Director or his or her designee may transfer a Public Health employee from one position to
10 another position in the same classification within the Department without the approval of the Human
11 Resources Division Director of DES, or designee, but such transfer shall be reported to Human
12 Resources Division Director of DES, or designee within five (5) days of its effective date. It is
13 understood by the parties that employees may be transferred at the discretion of the County in
14 consultation with the Union as part of the budget planning process. The budget planning process
15 concludes at the point the County Executive submits his or her budget to the King County Council.
16 Employees allocated to the Administrative Specialist II classification as of July 23, 1999, are deemed
17 to have met the minimum qualifications of the position and are not required to take skills testing.
18 Employees allocated to the Health and Environmental Investigator II classification as of July 23,
19 1999, are deemed to have met the minimum qualifications of the position and are not required to take
20 skills testing.

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

26 **D. Transfers from Public Health to County departments.** Any transfer from a
27 position in Public Health to a position in the same or similar class with the same maximum rate of
28 pay within a County department shall be subject to the applicable County rules, policies, procedures

1 (and any applicable County collective bargaining agreement), which sets forth the terms and
2 conditions for transfers within the County personnel system.

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

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

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

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

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

23 **Section 18.3. Voluntary Demotion.**

24 A. A regularly appointed employee may be demoted to a lower classification upon
25 his/her written request stating his/her reasons for such demotion, if the request is concurred with by
26 the Public Health Director and is approved by the DES, Division of Human Resources Director, or
27 designee. Such demotion shall not displace any regular employee or probationer.

28 B. The employee so reduced shall be entitled to credit for previous regular service in

1 the lower classification and to other service credit in accordance with Article 18, Section 1(C). Upon
2 a showing, concurred with by the Public Health Director that the reason for such voluntary demotion
3 no longer exists, the DES, Human Resources Division, or designee, may restore the employee to
4 his/her former status.

5 **Section 18.4. Reduction in Force Process.**

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

7 **A. Initiating Reduction in Force** – The Reduction in Force process may be initiated
8 when the department determines that funding for a position or program has changed, which therefore
9 impacts one or more positions; during a reorganization or restructure process, or when the department
10 determines a line of business will no longer be operated.

11 **B. Notice** – When the Department determines a reduction in force will occur, the
12 Department will provide reasonable notification to the union of forthcoming layoffs. The union may
13 request to meet with the Department prior to the implementation of the reduction in force for the
14 purpose of discussing possible RIF mitigation strategies. Notice to the individual(s) impacted by the
15 reduction in force will occur no less than 45 days prior to the effective date of the reduction in force.
16 The impacted employee will receive written notification of the Department’s intent to change or
17 eliminate the employee’s FTE. This notice will include the effective date of the change, a description
18 of the employee’s reduction in force and layoff/recall rights as provided under the contract and King
19 County policies and procedures; and a list of current vacancies available within the employee’s
20 current classification which includes the vacant position’s allocated FTE level and work location.
21 The union will be provided a copy of the notice given to the impacted employee.

22 **C. Volunteer RIF.** When a reduction in force is to be initiated, employees may
23 request to be voluntarily laid off if the employee is in the same work unit and classification as the
24 position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off
25 will be placed directly in recall per Section 18.6.

26 **D. Vacancy/Bumping Process.**

27 An employee whose position has been eliminated entirely, will have the option of accepting
28 layoff and entering the recall process (as described in Section 18.6), or resigning employment, or

1 follow the process, based on seniority, for vacancies or bumping as described below:

2 1. The employee will be placed in a vacancy in the same classification and
3 division. If two or more RIF impacted employees are interested in the same vacancy, placement will
4 be based on classification seniority.

5 2. If there are no vacancies under step one, the employee will bump, based on
6 classification seniority, the least senior employee in the classification and division.

7 3. If there are no less senior employees in same classification and division,
8 then the employee will be placed in a vacancy in the same classification in another division. If two or
9 more RIF impacted employees are interested in the same vacancy, placement will be based on
10 classification seniority. The employee placed in a position in another division will serve a Trial
11 Service Period (TSP), as defined in 18.1.(F).

12 4. If there are no vacancies in same classification in other divisions, then the
13 employee will bump, based on classification seniority, the least senior employee in the same
14 classification in another division. In this case, the employee will serve a Trial Service Period.

15 5. If there are no vacancies in the same classification in any division, then the
16 employee will be placed in a vacant position in a lower classification within the same division. To be
17 placed into such a position, the employee must have previously passed probation in the lower
18 classification. Additionally, if it has been more than five years since the employee worked in the
19 lower classification, then the employee must serve a Trial Service Period. If two or more RIF
20 impacted employees are interested in the same vacancy, placement will be based on contract
21 seniority.

22 6. If there are no vacancies in a lower classification (for which the employee
23 has passed probation) in the same division, then the employee will bump, based on contract seniority,
24 the least senior employee in a lower classification within the same division, provided the bumping
25 employee has previously passed probation in the lower classification. Additionally, if it has been
26 more than five years since the employee worked in the lower classification, then the employee will
27 serve a Trial Service Period.

28 7. If there are no bumping opportunities as described in Step 6, the employee

1 will be placed in a vacant position in a lower classification in another division, provided the
2 employee has previously passed probation in that lower classification and the employee will serve a
3 Trial Service Period. If two or more RIF impacted employees are interested in the same vacancy,
4 placement will be based on contract seniority.

5 8. If there are no vacancies as described in Step 7, then the employee will
6 bump, based on contract seniority, the least senior employee in a lower classification in another
7 division, provided the bumping employee has previously passed probation in the lower classification
8 and will serve a Trial Service Period.

9 9. If none of the foregoing opportunities are available, the employee will be
10 placed in recall per Section 18.6.

11 10. In administering the Vacancy/Bumping Process of this Section (18.4.(D)),
12 an employee will not be required to be placed or bump into a position of lower FTE level than the
13 position from which the employee is being laid off.

14 **E. Rescission of RIF Notice** - If circumstances change and the Department
15 determines a RIF is not necessary, the Department will notify the individual(s) in writing of the RIF
16 rescission. The union will be provided a copy of the rescission notice.

17 **18.5. Increase or Reduction of FTE.** Where the FTE level for a position is to be increased
18 or decreased, the Initiation and Notice processes will be the same as stated in Section 18.4.(A) and
19 (B). Employees in such positions will be given first right of refusal to the changed FTE level for
20 their position. If they elect not to remain in their position at the new FTE level, then the process set
21 forth in Section 18.4.(D) will apply, but only for positions with the same FTE level as that from
22 which the employee was laid off. If there are no placement opportunities in the same FTE level, then
23 the process in Section 18.4.(D) will apply, regardless of FTE level.

24 **18.6. Recall.**

25 Recall is the return to employment in a career service position covered under the collective
26 bargaining agreement in the classification and FTE level from which the employee was laid off.
27 Recall rights to the classification from which an employee has been laid off shall expire two (2) years
28 from the date of layoff.

1 Employees in recall status will be offered vacancies as per Steps 1, 3, 5, and 7 in Section
2 18.4.(D) in that order so that if multiple vacancies are available, then the employee must take the
3 vacancy in the earliest step available (with Step 1 being the earliest, and Step 7 being the latest). An
4 employee in recall status may bump a TLT or temporary employee working in the current
5 classification or any job classification previously worked in the bargaining unit or classification
6 series. Any employee bumping into a TLT or temporary position shall maintain their recall rights
7 under this section and shall continue to accrue seniority and maintain step placement. The recall of
8 an employee into a TLT or temporary position shall not convert such position to a regular, career
9 service position. Recall opportunities will be offered in order of contract seniority.

10 **Section 18.7. Hiring Priority**

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

15 **B. Hiring.** The Department recognizes vacant bargaining unit positions will be filled
16 internally whenever possible. Candidates for Career Service bargaining unit positions shall be
17 accorded preference for vacant positions in the following order:

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

20 2. Career Service bargaining unit employees eligible for Disability Job
21 Reassignment.

22 3. King County Disability Job Reassignment employees.

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

24 5. External applicants (external applicants means both King County Career
25 Service and non-Career Service employees external to the bargaining unit and applicants external to
26 King County) pursuant to the best interest justification of Section 4 of the King County Workforce
27 Plan Clarification 03-PSP-05, as amended. The Department shall notify the Union via electronically
28 or facsimile three (3) working days prior to any offer to an external candidate with the justification

1 for hiring the external applicant over the Career Service Bargaining Unit Employee.

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

7 6. Career Service Bargaining Unit employees.

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

10 8. External King County employees.

11 The following shall apply to Career Service bargaining unit employees applying for vacant
12 bargaining unit positions:

13 a. The Department shall interview all internal and screened applicants meeting
14 desired qualifications. In the event the Department determines an internal applicant does not meet
15 desired qualifications for the position, it shall provide a written explanation indicating qualifications
16 not met to the applicant. For those internal applicants that were interviewed and not hired for the
17 position the Department shall provide a written explanation of why they were not hired into the
18 position to the applicant.

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

22 **ARTICLE 19: BULLETIN BOARDS**

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

1 **ARTICLE 20: GENERAL CONDITIONS**

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

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

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

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

1 **Section 20.3. Work at Location other than Normal Place of Work.** Whenever an
2 employee covered by this Agreement is temporarily assigned by the Department Director or designee
3 to work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of
4 employment, any additional time, less meal time, consumed in traveling to and from the new
5 location, shall be considered part of the workday. Any additional time consumed in this travel, less
6 mealtime, which is outside of the employee's regular working hours, shall be compensated at the
7 applicable overtime rate.

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

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

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

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

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

28 **Section 20.8. Child Care Subsidy.** Employees covered by this Agreement may receive

1 benefits from the County's childcare program if they meet the eligibility requirements.

2 **Section 20.9. Tools.** Information System Professionals will be provided the necessary tools
3 (including software) as mutually agreed upon by the employee and management as required to
4 perform the job.

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

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

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

23 **Section 20.12. Licensing, certification and security clearance requirements.** All
24 employees must meet applicable licensing and certification requirements as a condition of hire and
25 continued employment. Employees working in positions at detention facilities (e.g., KCCF, MRJC,
26 JDC) must obtain and maintain security clearance for those facilities.

27 **ARTICLE 21: DEFINITIONS**

28 The following define terms used in the collective bargaining agreement. All other words in

1 this Agreement shall have their ordinary and usual meaning except those words that have been
2 defined under K.C.C. 3.12, as amended.

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

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

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

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

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

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

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

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

26 **“Provisional employee”** means an employee serving by provisional appointment in a regular
27 career service position. Provisional employees are temporary employees and excluded from career
28 service under Section 550 of the charter.

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

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

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

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

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

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

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

27 **“Term-limited temporary position”** means a temporary position with work related to a
28 specific grant, capital improvement project, information systems technology project, or other non-

1 routine, substantial body of work, for a period greater than six months. In determining whether a
2 body of work is appropriate for a term-limited temporary position, the appointing authority will
3 consider the following:

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

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

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

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

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

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

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

1 **ARTICLE 22: DISCIPLINARY ACTIONS**

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

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

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

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

18 **Section 22.3. Notice.** In cases of suspension or discharge, the specified charges and
19 duration, where applicable, of the action shall be furnished to the employee in writing not later than
20 one (1) working day after the action became or becomes effective. An employee may be placed on
21 paid administrative leave (pursuant to Section 14.10 of the King County 2005 Personnel Guidelines);
22 or may be suspended for just cause pending demotion or discharge action.

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

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

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

16 **Section 23.2. Labor-Management Meetings.** The County, Department and the Union agree
17 to hold Labor-Management meetings as necessary. These meetings will be called upon request of
18 either party to discuss any subject of a general nature affecting employees covered by this agreement.
19 The responsibility for notification will be with the party initiating this process. Representatives of the
20 Department can attend such meetings and shall be able to independently set such meetings with the
21 Union with the concurrence of the Director of the Office of Labor Relations, or designee. The Union
22 shall be permitted to designate members and/or stewards to assist its staff representatives in such
23 meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to
24 the Union and the Department. It is understood that LMC meetings are consultative and constructive
25 in nature and are not the venue for bargaining, resolving individual issues or for arguing grievances.

26 **Section 23.3. Training.**

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

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

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

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

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

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

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

25 **ARTICLE 25: RETIREMENT**

26 All employees hired prior to January 1, 1996 shall continue to be covered by the applicable
27 retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City Employees
28 Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be

1 made in accordance with the respectively applicable City ordinance(s), County ordinance(s), or state
2 law. All employees hired after January 1, 1996 shall be covered by the state Public Employee
3 Retirement System, pursuant to applicable County ordinance and state law.

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

6 **ARTICLE 26: SUBORDINATION OF AGREEMENT**

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

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

15 **ARTICLE 27: SAVINGS CLAUSE**

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

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

25 **ARTICLE 28: ENTIRE AGREEMENT**

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

28 **Section 28.2.** The parties acknowledge that each has had the unlimited right and opportunity

1 to make demands and proposals with respect to any matter deemed a proper subject for collective
2 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except
3 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
4 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
5 referred to or covered in this Agreement.

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

11 **ARTICLE 29: JOB SHARING**

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

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

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

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

27 C. The Department reserves the right to rescind a Job Share arrangement that has
28 failed to meet the requirements of this Agreement. The employees may elect to terminate the

1 arrangement (including by one of the job sharers resigning) subject to thirty (30) days notice. If the
2 arrangement is terminated, and there is no agreement regarding who will resign or assume full-time
3 responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job
4 Share arrangement have the option to resign or transfer to an available position. If either partner
5 resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until
6 an acceptable partner is obtained.

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

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

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

22 **Section 29.2. Application Procedure.**

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

- 26 1. Names of the employees who are requesting a Job Share position;
- 27 2. Position in which the Job Share is desired;
- 28 3. Proposed work schedule for each employee;

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- 4. Proposed method for allocation and coordination of job responsibilities between the Job Share employees;
- 5. Proposed procedures and routines for ensuring the information flow is maintained; and
- 6. Proposed division of County insurance benefits.

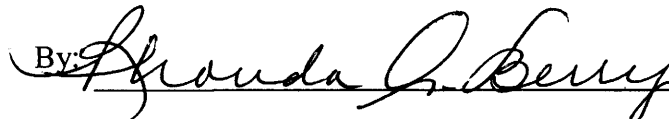
B. Upon receipt of the request, the Department will evaluate the proposal and respond to all below listed parties within thirty (30) days. The final written plan must be signed by both Job Share partners, the Department Head, and the Human Resources Division Director of DES, or designee, and Local 17.

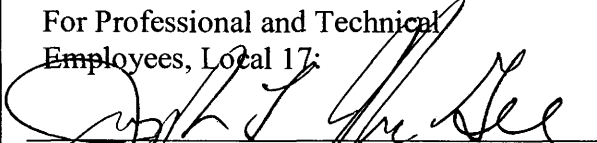
1 **ARTICLE 30: DURATION**


2 **Section 30.1.** This Agreement shall become effective upon full and final ratification and
3 approval by all formal requisite means by the Metropolitan King County Council and unless
4 otherwise noted shall be effective January 1, 2011 through December 31, 2012. Notwithstanding the
5 ratification date of this Agreement, none of the terms of this Agreement are to be applied
6 retroactively, unless otherwise expressly provided for by the parties.

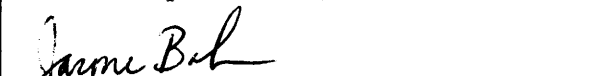
7 **Section 30.2.** Contract negotiations for the succeeding contract may be initiated by either
8 party providing to the other written notice of its intention to do so, at least thirty (30) days prior to
9 August 1, 2012.


10
11 APPROVED this 8th 2nd day of August, 2012.

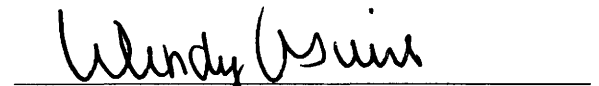
12
13
14 By: 
15 King County Executive


16
17 For Professional and Technical
18 Employees, Local 17:
19 
20 Joseph L. McGee
Executive Director, PTE, Local 17


21  5/30/12
22 Janet C. Parks
Union Representative, PTE Local 17

23 
24 Jarone Baker
25 Member Negotiating Team

26 
27 Sid Forman
28 Member Negotiating Team


Wendy Guirl
Member Negotiating Team


Natalie Havlicek
Member Negotiating Team


Jennifer Johnson
Member Negotiating Team

Addendum A

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

Job Class Code	Peoplesoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Administrative Support Unit – C9</i>			
2110200	211204	Accountant	52
2110100	211103	Accountant - Assistant	46
4200100	421105	Administrative Office Assistant	29
4201100	421205	Administrative Specialist I	33
4201200	421306	Administrative Specialist II	37
4201300	421404	Administrative Specialist III	41
4201400	421503	Administrative Specialist IV	46
2101100	210102	Billing Analyst	45
2131100	214108	Business and Finance Officer I	53
2131200	214212	Business and Finance Officer II	58
4300100	431207	Customer Service Specialist I	32
4300200	431306	Customer Service Specialist II	36
4300300	431406	Customer Service Specialist III	40
4101100	411103	Fiscal Specialist I	34
4101200	411204	Fiscal Specialist II	38
4101300	411303	Fiscal Specialist III	42
4101400	411402	Fiscal Specialist IV	47
4400100	441101	Technical Information Processing Specialist I	32
4400200	441204	Technical Information Processing Specialist II	36
4400300	441303	Technical Information Processing Specialist III	40
4400400	441401	Technical Information Processing Specialist IV	45
<i>Public Health Administrative Support Supervisor Bargaining Unit – C9</i>			
4207100	427102	Public Health Administrative Support Supervisor	53

Job Class Code	Peoplesoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Health Professional, Technical Unit – C9A</i>			
3420100	341101	Application Worker	39
2250100	226101	Education Specialist	44
2251100	226206	Educator Consultant I	54
2251200	226308	Educator Consultant II	58
2251300	226405	Educator Consultant III	62
3427100	344102	Family Resources Coordinator	41
3421100	341203	Health Care Assistant	37
3422100	341302	Health Outreach Aide	35
3423100	341402	Health Program Assistant I	41
3423200	341502	Health Program Assistant II	45
7531100	754102	Laboratory Assistant I	28
7531200	754202	Laboratory Assistant II	33
3419100	341002	Medical Assistant	37
3424100	342102	Medical Interpreter	40
3424200	342202	Medical Interpreter / Translator	43
7537100	755702	Medical Technologist	46
7533100	755102	Microbiologist - Public Health	46
7533200	755202	Microbiologist - Public Health - Senior	50
3418100	340902	Nutrition Assistant	37
3425300	343202	Nutrition Consultant I	56
3425400	343402	Nutrition Consultant II	58
3425100	343102	Nutritionist I	52
3425200	343002	Nutritionist II	54
3320100	333102	Pharmacist	73
3321100	333302	Pharmacy Assistant	28
3320200	333202	Pharmacy Supervisor	77
3321200	333402	Pharmacy Technician	37
3115100	312202	Social Services Specialist	41
3116100	312307	Social Worker	52
3116200	213404	Social Worker - Senior	57
3429100	344302	X-Ray Technician	47

Job Class Code	Peoplesoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Environmental Health Professional, Technical Unit – C9A</i>			
5320100	535101	Health and Environmental Inspector	46
5321100	535204	Health and Environmental Investigator I	51
5321200	535301	Health and Environmental Investigator II	58
5321300	535403	Health and Environmental Investigator III	60
5328100	539102	Health and Environmental Planner I	53
5328200	539202	Health and Environmental Planner II	58
5328300	539302	Health and Environmental Planner III	63
5323100	537101	MPRAF – Compliance Officer	58
<i>Environmental Health Senior Professional Unit – C9A</i>			
5321400	535504	Health and Environmental Investigator IV	65
<i>Information Systems Professional Unit – C9C</i>			
7303100	733102	Data Administrator	50
<i>Emergency Medical Services Unit – C9D</i>			
2252200	226607	Occupational Education and Training Coordinator	53
2252100	226502	Occupational Education and Training Instructor	44
2441100	243106	Project / Program Manager I	53
2441200	243205	Project / Program Manager II	58
2441300	243309	Project / Program Manager III	63
2441400	243405	Project / Program Manager IV	68
<i>DCHS Involuntary Commitment Supervisor Unit – C9E</i>			
3111200	311201	Involuntary Commitment Supervisor	65*

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

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

3 **Section 7.1.** Definitions.

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

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

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

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

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

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

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

11 **Section 8.5.** Position Classification.

12 **Section 8.6.** Status upon Reclassification.

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

14 **Section 8.8.** Shift Differentials.

15 **Section 8.9.** Bilingual Premium Pay.

16 **Section 8.10.** Bilingual Positions.

17 **Section 8.11.** Student Preceptor Assignment.

18 **ARTICLE 9: SPECIAL DUTY**

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

20 **Section 9.4.** Lead Worker.

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

22 **ARTICLE 10: ANNUAL VACATION**

23 **Section 10.6.** Minimum Vacation Allowance.

24 **ARTICLE 11: HOLIDAYS**

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

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

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

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

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

3 Section 12.2. Compensation for Sick Leave Absence.

4 Section 12.3. Conditions Not Covered.

5 Section 12.9. Leaves of Absence.

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

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

8 Section 17.2. Alternative Work Arrangements.

9 Section 17.4. Temporary Schedule Changes.

10 Section 17.5. Overtime.

11 Section 17.6. Overtime Work Assignment.

12 Section 17.7. Overtime Payment.

13 Section 17.8. Compensatory Time Off.

14 Section 17.9. Rest Period.

15 Section 17.10. Meal Period.

16 Section 17.11. Meal Reimbursement.

17 Section 17.12. Standby Duty.

18 Section 17.13. Emergency Call Back.

19 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**
20 **PRIORITY**

21 Section 18.1. Definitions.

22 Section 18.2. Transfer (A and B).

23 Section 18.3. Voluntary Reduction.

24 Section 18.4. Reduction in Force Process.

25 Section 18.6. Hiring Priority.

26 **ARTICLE 20: GENERAL CONDITIONS**

27 Section 20.1. Mileage Reimbursement.

28 Section 20.2. Registered Sanitarian's Credentials.

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

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

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

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

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

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

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

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

24 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the
25 initial probationary period after having been given written notice, with copies provided to the Office
26 of Labor Relations Director and a copy sent to the Union.

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

1 **Section 7.7. Performance Evaluation.**

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

6 **B. Review of Performance Evaluations.** Employees may obtain review of
7 performance evaluation pursuant to the grievance process of the collective bargaining agreement;
8 however, such review cannot be advanced to arbitration, the final step being Step 3 at the Office of
9 Labor Relations review. Additionally, review of performance evaluation will be pursuant to a “clear
10 and convincing” standard of proof, with the burden on the grievant to demonstrate an unfounded
11 evaluation score.

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

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

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

19 **B.** Full-time regular and part-time regular employees shall be granted step increases in
20 salary rate upon completion of the probationary period when hired at the first step of the salary range.
21 Succeeding step increases shall be granted on January 1 of each year, provided the employee has
22 attained a 3.0 score on his/her most recent performance evaluation. Term limited Temporary
23 employees shall receive annual step increases from the date of hire. This provision will take effect on
24 1/1/11 to reflect a complete evaluation cycle (9/2009 to 9/2010).

25 This provision shall not apply to “provisional” work outside of classification, or temporary
26 employees (including Term limited Temporary employees); provided, however, for a “short-term”
27 temporary employee who has worked in excess of 520 straight time hours within the previous twelve
28 (12) month period, and who is appointed to a regular position without a break in service, work

1 performed within the previous twelve (12) month period shall be counted for purpose of salary step
 2 placement. An employee who has been reclassified will be given credit for pay step purposes for the
 3 continuous time worked immediately preceding the reclassification for which he/she was properly
 4 paid "work outside of classification pay" per Article 9 of the Agreement.

5 **ARTICLE 10: ANNUAL VACATION**

6 (All references in this Article to "Director" shall include the director's designee.)

7 **Section 10.2.** Annual vacations with pay shall be granted to eligible Community and Human
 8 Services Department employees pursuant to King County Code 3.12.190 computed as shown in the
 9 table below:

Full Years of Service		Maximum Total Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

1 **ARTICLE 11: HOLIDAYS**

2 **Section 11.1. Holidays Observed.** The following day or days in lieu thereof shall be
3 recognized as holidays without salary deduction:

4

5 New Year's Day	January 1
6 Martin Luther King Jr.'s Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4
10 Labor Day	First Monday in September
11 Veteran's Day	November 11
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Day immediately following
14 Christmas Day	December 25
15 Two (2) Personal Holidays	

16

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

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

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

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

28 **Section 17.1. Work Week.**

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

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

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

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

10 **PRIORITY**

11 **Section 18.5. Layoff/Recall**

12 **A. Layoff:** Employees laid off as a result of a reduction of work and/or shortage of
13 funds shall be laid off according to seniority within classification. However, effective September 1,
14 2011, a less-senior employee will not be subject to layoff under the following conditions:

15 1. The average of the less senior employee's evaluation scores from the prior
16 three full-year evaluations is more than 10% above the score of another employee within the
17 classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by
18 10%.)

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

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

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

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

8 **ARTICLE 20: GENERAL CONDITIONS**

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

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

14 **Section 23.3. Training**

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

1 **ARTICLE 25: RETIREMENT.**


2 All employees covered by this MOA shall be covered by the state Public Employee
3 Retirement System, pursuant to applicable County Ordinance and State Law.

4 **PART C. DURATION OF THIS AGREEMENT**

5 The parties agree that this Memorandum of Agreement shall cover the time period of
6 January 1, 2011 through December 31, 2012.

7
8 APPROVED this 2nd day of August, 2012.

9
10 By: 
11 King County Executive

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19
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21 Janet C. Parks
22 Union Representative
23 Professional and Technical Employees, Local 17

24
25
26
27
28
5/30/12
Date



King County

Checklist and Summary of Changes for the attached Collective Bargaining Agreement

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

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? X1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>	
1. The agreement contains an overhaul of the layoff procedure that provides a more clear, timely, and streamlined administration of layoff actions. Additionally, the new layoff procedures provide for more continuity and less operational disruption by encouraging placement within division lines of work, and ensure better placement matches with the use of trial service periods.	
2. The agreement contains several new provisions which give the employer more flexibility in making schedule changes. This new language will promote more effective staffing models.	
3. The agreement contains a provision allowing and committing the parties to address instances of wages deemed to be out of line with market rates.	
4. The agreement contains a provision allowing the County to reopen the contract for the purpose of bargaining any changes related to countywide improvements to payroll practices.	
5. The agreement contains a new provision giving the employer greater ability to act on Jail Health Services employees' loss of security clearances.	
6. The agreement maintains wages in accordance with the 2011 Memorandum of Agreement with the coalition of labor unions providing for 0% COLA in 2011 and 1.63% COLA in 2012.	

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

CONTRACT: Professional and Technical Employees, Local 17
(Departments: Public Health, Community and Human Services) and Memorandum of Agreement

TERM OF CONTRACT: January 1, 2011, through December 31, 2012

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

NEGOTIATOR: Alex Golan

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	This agreement provides for reduction-in-force to be conducted by seniority. Layoffs for the three Involuntary Commitment Supervisor positions in this bargaining unit are conducted through a combination of seniority and merit. For those positions, layoff is conducted by seniority unless there is greater than a 10% differential in the employees' evaluation scores.
➤ INTEREST-BASED BARGAINING:	The parties engaged in modified interest-based bargaining.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement does not impact the diversity of the County's workforce.
➤ CONTRACTING OUT OF WORK:	The agreement allows contracting for services traditionally performed by regular employees.
➤ LABOR / MANAGEMENT COMMITTEES:	Labor Management Committees are provided for by the agreement.
➤ MEDIATION:	The parties may request mediation for the purpose of resolving disputes.
➤ CONTRACT CONSOLIDATION:	The agreement covers six bargaining units under one agreement, thereby reducing the number of contracts the County must administer.
➤ HEALTH BENEFITS COST SHARING:	The agreement calls for bargaining benefits in the Joint Labor Management Insurance Committee.

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

CONTRACT: Professional and Technical Employees, Local 17
(Departments: Public Health, Community and Human Services) and Memorandum of Agreement

COUNCIL POLICY	COMMENTS
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The former contract expired in December 2010 and negotiations began in July of 2011.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The agreement is consistent with County policy on the use of temporary and part-time employees.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement allows the County to move to the biweekly pay system, which was implemented January 1, 2012.
➤ INTEREST ARBITRATION ELIGIBLE:	These employees are not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The agreement's no strike provision is consistent with standard provisions in other County contracts.
➤ ADDITIONAL LEAVE PROVISIONS:	The agreement does not provide additional leave beyond those provided for pursuant to County policy.
➤ HOURS OF WORK:	The employees in this bargaining unit work a wide variety of schedules to provide services which include 24-hour operations.
➤ PERFORMANCE EVALUATIONS:	The contract provides for regular performance evaluations and includes provisions for appeal and review of performance evaluations.

August 2, 2012

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

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide more operationally efficient and cost-effective public health services to the community.

The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 (Departments: Public Health, Community and Human Services) collective bargaining agreement and memorandum of agreement for the period of January 1, 2011, through December 31, 2012.

This agreement covers approximately 750 employees in the Department of Community and Human Services, Mental Health, Chemical Abuse and Dependency Services Division and in the following six divisions of the Department of Public Health: Community Health Services; Emergency Medical Services; Environmental Health Services; Administrative Services; Jail Health Services; and Prevention Services.

Employees covered by this agreement work in correctional facilities, public health clinics or non-clinic programs, environmental field work, school programs, on-site prevention and educational services, emergency medical (paramedic) services, etc. The bargaining unit includes 70 different classifications performing a wide variety of professional, medical, technical, supervisory, and administrative support positions.

Public Health faces significant challenges from increasing demand for services, decreasing revenues, and major changes in the industry generally. This contract helps King County face those challenges through increased staffing flexibility and more favorable and efficient layoff provisions, as well as a commitment by the Union to partner with the County to take meaningful steps to address any wages that are substantially out of line with the relevant local market for such positions.

The Honorable Larry Gossett

August 2, 2012

Page 2

These changes were accomplished through a good faith and collaborative bargaining process with Professional and Technical Employees, Local 17 that has enabled labor and management to partner in furthering the goals of the County's Strategic Plan in the areas of quality workforce, financial stewardship, and excellence in service.

The wage settlement includes a zero cost-of-living adjustment (COLA) for 2011 and the same 2012 COLA formula that was bargained with the coalition of labor unions. No other wage adjustments are contained in this agreement, but the contract contains a reopener for the parties to negotiate meaningful steps to address wages that are found to be out of line with the relevant local market.

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.

Thank you for your consideration of this ordinance. This important legislation will help King County residents see efficiency and accountability in the County's Public Health services. I urge your support in ratifying this important and beneficial collective bargaining agreement.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Patrick Hamacher, Senior Principal Legislative Analyst

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services)		
Effective Date:	1/1/2011 - 12/31/2012		
Affected Agency and/or Agencies:	Department of Community & Human Services, Department of Public Health		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone:	205-8004
Department Sign Off:	Cynthia Bradshaw, Finance Officer, EMS	Phone:	263-8558
Department Sign Off:	Marty Lindley, Business Director, DCHS	Phone:	263-9005
Department Sign Off:	Cindy West, Chief Financial Officer, DPH	Phone:	263-8643
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Katherine Cortes, Budget Analyst (Public Health, EMS)	Phone:	263-9733
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Jo Anne Fox, Budget Analyst (Jail Health)	Phone:	263-9696
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Tyler Running Deer, Budget Manager (DCHS)	Phone:	263-9723

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011	2012	2013*	2014*
EMS	1190	DPH	\$ 0	\$ 24,951	\$48,070	\$31,433
CX	10	DPH	\$ 0	\$ 38,608	\$74,382	\$48,638
Public Health	1800	DPH	\$ 0	\$ 601,803	\$1,159,436	\$758,160
Mental Health	1120	DCHS	\$ 0	\$ 5,882	\$11,333	\$7,410
TOTAL: Increase FM previous year			\$ 0	\$ 671,244	\$1,293,221	\$845,642
TOTAL: Cumulative			\$ 0	\$ 671,244	\$1,964,464	\$2,810,106

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2011 Base	2011	2012	2013*	2014*
Salaries		DPH/DCHS	\$ 35,203,858	\$ 0	\$ 573,823	\$1,105,530	\$722,911
OT			\$ 611,551	\$ 0	\$ 9,969	\$19,205	\$12,558
PERS & FICA			\$ 5,365,148	\$ 0	\$ 87,452	\$168,485	\$110,173
TOTAL			\$ 41,180,557				
TOTAL: Increase FM previous year				\$ 0	\$ 671,244	\$1,293,221	\$845,642
TOTAL: Cumulative				\$ 0	\$ 671,244	\$1,964,464	\$2,810,106



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	International Federation of Professional & Technical Engineers, Local 17 (Departments: Public Health, Community & Human Services)	
Effective Date:	1/1/2011 - 12/31/2012	
Affected Agency and/or Agencies:	Department of Community & Human Services, Department of Public Health	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Cynthia Bradshaw, Finance Officer, EMS	Phone: 263-8558
Department Sign Off:	Marty Lindley, Business Director, DCHS	Phone: 263-9005
Department Sign Off:	Cindy West, Chief Financial Officer, DPH	Phone: 263-8643
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Katherine Cortes, Budget Analyst (Public Health, EMS)	Phone: 263-9733
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Jo Anne Fox, Budget Analyst (Jail Health)	Phone: 263-9696
Note Reviewed by: Supplemental Required? NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Tyler Running Deer, Budget Manager (DCHS)	Phone: 263-9723

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

1. Contract Period(s):	2 year contract from 1/1/2011 to 12/31/2012.
2. Wage Adjustments & Effective Dates:	
COLA:	0% increase in 2011 90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (3.09%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 1.96%) Assumptions per Forecasting Council
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Assumes step distribution is constant over time.
PERS & FICA:	PERS & FICA at 14.98%
Overtime:	Overtime based on 2011 actual.
4. Other Cost Factors:	
	Assumes staffing is constant over time
	* This bargaining unit will receive 2013 and 2014 COLA as part of an agreement regarding Zero COLA for 2011.