

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

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1 **PREAMBLE**

2 (In Addition to CLA).

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

9

10 **PURPOSE AND INTENT**

11 (In addition to CLA, Preamble).

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

19

20 **APPLICATION OF COALITION LABOR AGREEMENT**

21 The CLA shall apply to the individual bargaining unit’s employees in its entirety.

22 For ease of reference, the following provisions, which were previously listed in this
23 Appendix, are covered in their entirety by the CLA:

24

| Provision | CLA Article |
|-----------------|-------------|
| Bulletin boards | 23 |

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ARTICLE 1: UNION MANAGEMENT RELATIONS

Section 1.1. Union Recognition. The Employer agrees to recognize the Union as the sole collective bargaining representative for all full-time, regular part-time, and temporary employees as referenced in Public Employment Relations Commission (PERC) Decision 5250 with the job titles in KC Departments of Public Health ((Currently within Prevention Division)) and Community and Human Services (Currently the Behavioral Health and Recovery Division) listed in Addendum A of this collective bargaining agreement.

Section 1.2. Union Coverage. The Employer shall notify the Union within thirty (30) days

1 of the establishment of any new classification in the Behavioral Health and Recovery Division of
2 Department of Community and Human Services or the Prevention Division of the Seattle-King
3 County Department of Public Health. Upon request from the Union, the Employer shall consult with
4 the Union as to the appropriateness of including any new classification in the bargaining unit.
5 Inclusion or exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of
6 the Public Employment Relations Commission. The Union and the Employer shall negotiate over the
7 rate of pay for all new classifications in the bargaining unit.

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

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

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

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

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

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

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

17
18 **ARTICLE 2: DEFINITIONS**

19 In addition to CLA Preamble-Definitions:

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

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

26 **Section 2.3. Part-Time Regular Employees.** Part-time regular employees are employed in a

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

4 ***Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees).***

5 Temporary employees, also known as short-term temporary (STT) employees, are individuals
6 employed in a temporary position, either full or part-time, employed on a temporary basis for less
7 than 910 hours in a calendar year (35 hour work week) or 1040 hours in a calendar year (40 hour
8 work week). Temporary employees shall be exempt from all provisions of this Agreement except for
9 Section 2.4 and Article 11 Grievance Procedure; provided however, temporary employees shall be
10 covered by the Grievance Procedure solely for the purposes of adjudicating grievances relating to
11 Section 2.4 and Article 11 of this Agreement. The Department will not use temporary employees to
12 cause the reduction of existing bargaining unit positions.

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

17 ***Section 2.6. Term-limited Temporary Employees.*** Term-limited temporary employees are
18 those employed in a term-limited temporary position. Term-limited temporary employees are not
19 members of the career service and may not be employed in term-limited temporary positions longer
20 than what is provided in King County Code. Term-limited temporary employees are exempt from all
21 provisions of this Agreement except those provisions that cover temporary employees as defined in
22 Section 2.4 above. In addition, term-limited temporary employees are eligible for paid leaves,
23 holidays, and insured benefits as provided by King County ordinance (KCC 3.12.040).

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

1 to work.

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

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

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

18

19 **ARTICLE 3: NON-DISCRIMINATION**

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

23

24 **ARTICLE 4: EMPLOYMENT PRACTICES**

25 **Section 4.1. Personnel Files.** The employees covered by this Agreement may examine their
26 personnel files in the department's personnel office in the presence of the department Personnel

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

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

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

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

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

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

1 **Section 4.4. Probation Period.** An employee appointed to a career service position shall
2 serve a probation period, which normally shall be six months from the date of appointment to a
3 classification. The probation period may be extended provided the employee and Union
4 representative are notified of the extension prior to the expiration the initial six months, but probation
5 shall not exceed twelve months in any case.

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

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

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

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

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

26 **Section 5.2. Meal and Break Periods.** Each seven (7) or eight (8) hour workday for

1 overtime-eligible employees shall include one unpaid meal period of at least thirty (30) minutes
2 approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each.
3 One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour
4 overtime period. Employees required to remain in the workplace during their meal period shall be
5 paid at the appropriate rate of pay.

6 ***Section 5.3. Overtime.***

7 The following language has been added to the Appendix in order to ensure that current
8 practices relating to overtime calculations and pay can continue. Adoption of this language will not
9 require any modification to how overtime is paid and calculated.

10 Contractual daily overtime shall be paid to employees who work more than their regularly
11 scheduled work day at the Contractual Overtime Rate in effect at the time the overtime work
12 is performed.

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

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

3
4 All time worked by an overtime-eligible employee in excess of forty (40) hours in one work
5 week (except as provided in Section 6.8), shall be considered overtime and paid for at the contractual
6 overtime rate. All overtime requires prior authorization by the Employer. With mutual agreement
7 between the Employer and employee, overtime work may be compensated with compensatory time
8 off at the rate of one and one-half times the time worked. Any balance of comp time hours as of the
9 end of the pay period that includes December 31, shall be cashed out. Compensatory time must be
10 used during the calendar year in which it is accrued unless this is not feasible due to work demands.
11 The employee may then request, and the department director will approve, the carryover of a
12 maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried
13 over must be used within the first quarter of the new calendar year, or they will be cashed out.

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

17 **Section 5.4. Workweek.** Nothing in Article 5 shall limit the Employer’s ability to offer the
18 Employee an alternative work schedule. Employees may have flexible work schedules with the
19 mutual consent of the employee and the Employer. Requests by the employee to work an alternative
20 work schedule shall not be unreasonably denied by the Employer.

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

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

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

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

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

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

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

ARTICLE 6: HOLIDAYS WORKED

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

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

Section 6.3. Holiday Pay for Alternative Work Schedules. Holiday benefits shall be based on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a day. Employees scheduled to work an alternative work week shall be granted no more than ninety-six (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per week schedule. An employee working an alternative schedule, such as four ten-hour days, during which a holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or

1 adding either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to
2 receive ten (10) hours of pay for the holiday.

3 **Section 6.4. Holidays and Overtime.** Holidays paid for but not worked shall ~~not~~ be
4 recognized as time worked for the purpose of determining overtime eligibility.

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6 **ARTICLE 7: VACATION SCHEDULING AND INCREMENTS**

7 Per CLA Articles 32 and 9.

8 In Addition to CLA Articles 32 and 9:

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

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

20
21 **ARTICLE 8: SICK LEAVE ADMINISTRATION**

22 Per CLA Article 31.

23 In Addition to CLA Articles 31:

24 **Section 8.1. Sick Leave during vacation:** If an employee is injured or is taken ill while on
25 paid vacation or compensatory time off, in order to receive sick leave for that time, they shall notify
26 the department immediately upon return to work. A doctor’s statement or other proof of illness or

1 disability, while on vacation or compensatory time off, must be presented regardless of the number of
2 days involved.

3
4 **ARTICLE 9: RATES OF PAY**

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

6 *Section 9.2. Step Increases.* Employees hired at Step 1 of their pay range shall receive one
7 (1) step increase after successful completion of the probationary period, and may receive a step
8 increase at the discretion of the Employer if hired at Step 2 or higher. Non-probationary regular
9 employees who are not at Step 10 of the salary range will receive a one-step increase annually on
10 January 1. Employees out on leave for industrial injury will continue to receive step increases during
11 that time. TLT employees are eligible for step increases pursuant to the Contingent Worker Manual,
12 not this Agreement. Short-Term Temporary Employees are not eligible for step increases.

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

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

17
18 **ARTICLE 10: LEAVES OF ABSENCE**

19 *Section 10.1. General Provision.* The continuous service and seniority status of an employee
20 shall not be interrupted while on unpaid leave of up to one year due to industrial injury or military
21 service.

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

25 *Section 10.3. Executive Leave.* Employees covered by this Agreement who are exempt from
26 the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of

1 Executive Leave per year, as determined by the Employer, in accordance with Executive Policy.

2

3 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

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

7

8 **ARTICLE 12: REDUCTION IN FORCE**

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

12 ***Section 12.1(a).*** An employee who is recalled within two calendar years of the date of layoff,
13 as provided in Section 14.4 below, shall have all accrued Seniority restored. Seniority shall accrue
14 during any compensated leave or during any leave without pay for periods of thirty (30) calendar
15 days or less. Seniority shall be retained but shall not accrue during that period of an authorized leave
16 of absence without pay that exceeds thirty (30) calendar days.

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

1 **Section 12.2. Bumping.** In any layoff, more senior employees, if qualified, as determined by
2 the Department, shall be entitled to bump less senior employees, the intent being that the least senior
3 employees be laid off first. Employees in the bargaining unit who are laid off may bump into other
4 positions in the bargaining unit if they meet all of the following criteria:

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

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

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

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

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

18 1. The expiration of two (2) years from the date of layoff.

19 2. Re-employment within the County in a comparable position or job class.

20 3. Failure to accept employment in a comparable position or job class or to report to
21 work.

22 4. Failure to appear for a job interview after notification by telephone or by mail
23 addressed to the employee's last address on file with King County.

24 5. Failure to respond within seven (7) calendar days to a communication regarding
25 availability of employment.

26 6. Request in writing by the laid-off employee to be removed from the list.

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

3
4 **ARTICLE 13: EDUCATION AND TRAINING**

5 In Addition to CLA Article 44.

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

13
14 **ARTICLE 14: MISCELLANEOUS**

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

19 ***Section 14.2. Labor Management Committee.*** The parties agree to participate in a Labor-
20 Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different
21 schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and
22 designated management participants. Meetings will be scheduled during normal work hours, and
23 employee representatives on the Committee shall participate on paid work time, provided that the
24 Employer will incur no overtime liability as a result of employee participation in the Labor-
25 Management Committee. Unfair labor practices, lawsuits and disciplinary matters are not subjects for
26 discussion for the LMC. The LMC process should not be used to adjust or resolve pending

1 grievances. The County and the Union also understand that the LMC is not a substitute for
2 bargaining and has no authority to amend the contract.

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

6
7 **ARTICLE 15: MANAGEMENT RIGHTS**

8 **Section 15.1.** The County will continue to have, whether exercised or not, all the rights,
9 powers and authority heretofore existing including, but not limited to, the following: the right to
10 determine the standards of services to be offered by the department; determine the standards of
11 selection of employment; direct its employees; take disciplinary action; determine the methods, tools,
12 and standards of evaluating employee performance, relieve its employees from duty because of lack
13 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the
14 efficiency of governmental operations; determine the methods, means, and personnel by which the
15 County operations are to be conducted; determine job classifications of County employees; exercise
16 complete control and discretion over its work and fulfill all of its legal responsibilities, and to
17 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that
18 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions
19 shall not be subject to any grievance or arbitration proceeding.

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

26 The exercise by the County through its County Council and Executive and management

1 representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the
2 grievance procedure set forth in the CLA.

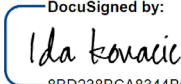
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4 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

13 **Section 16.2.** Upon notification in writing by the County to the Union that any of its
14 represented employees are engaged in a work stoppage, the Union shall immediately, in writing,
15 order such employees to immediately cease engaging in such work stoppage and provide the County
16 with a copy of such order. In addition, if requested by the County, a responsible official of the Union
17 shall publicly order such Union represented employees to cease engaging in such work stoppage.

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


21
22 Office and Professional Employees Union, Local 8:

23 DocuSigned by:

8BD238BCA8344B6

24 Ida Kovacic
25 Union Representative

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King County Office of Labor Relations:

DocuSigned by:

7FE9183D721E453

David S. Levin
Labor Relations Negotiator – Senior

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28

1 **cba Code: 038****Union Code: B3**2 **ADDENDUM A**3 **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**
4 **SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH**
5 **DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**6 Employees covered by this Agreement are allocated to the King County job classifications
7 listed below. Employees of the Department of Public Health, Seattle and King County, are assigned
8 to the Prevention Division. Employees of the Department of Community and Human Services are
9 assigned to the Behavioral Health and Recovery Division.
10

| 11 Job Class Code | 12 PeopleSoft Job Code | 13 Classification Title | 14 Salary Range* (Squared Table) |
|---|-------------------------------|---|---|
| 15 4201100 | 421203 | Administrative Specialist I | 33 |
| 16 4201200 | 421302 | Administrative Specialist II | 37 |
| 17 2810000 | 281102 | Administrative Staff Assistant | 48 |
| 18 3117100 | 313102 | Chemical Dependency Case Monitor | 45 |
| 19 3120200 | 313302 | Chemical Dependency Involuntary Commitment Specialist | 53 |
| 20 9327100 | 932402 | Chemical Dependency Transfer Driver | 29 |
| 21 2441100 | 243103 | Project/Program Manager I | 53 |
| 22 2441200 | 243202 | Project/Program Manager II | 58 |
| 23 2441300 | 243306 | Project/Program Manager III | 63 |
| 24 * Refer to the King County Squared Salary Schedule for rates | | | |

25
26
27 *Office & Professional Employees International Union, Local 8 - Departments: Public Health (Prevention Division),
Community and Human Services (Behavioral Health and Recovery Division)
January 1, 2021 through December 31, 2024*
28

Certificate Of Completion

| | |
|--|--------------------------------|
| Envelope Id: 3E24815906774374B2D412FB77918C1A | Status: Completed |
| Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 038 - 038CLAC0122.pdf | |
| Source Envelope: | |
| Document Pages: 21 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Carolyn Coleman |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 11943 Sunset Hills Rd |
| | Reston, VA 20190 |
| | carolyn.coleman@kingcounty.gov |
| | IP Address: 97.113.85.23 |

Record Tracking

| | | |
|--------------------------------------|--|--------------------|
| Status: Original | Holder: Carolyn Coleman | Location: DocuSign |
| 7/11/2022 9:48:02 AM | carolyn.coleman@kingcounty.gov | |
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| Storage Appliance Status: Connected | Pool: King County-King County Executive Office-Office of Labor Relations | Location: DocuSign |

Signer Events

Ida Kovacic
 ida@opeiu8.org
 Security Level: Email, Account Authentication (None)

Signature

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 Using IP Address: 172.56.105.168


Timestamp

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Electronic Record and Signature Disclosure:

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David Levin
 David.Levin@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.49.222.20

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Electronic Record and Signature Disclosure:

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| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |

| Envelope Summary Events | Status | Timestamps |
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| Signing Complete | Security Checked | 7/25/2022 12:47:16 PM |
| Completed | Security Checked | 7/25/2022 12:47:16 PM |

| Payment Events | Status | Timestamps |
|---|---------------|-------------------|
| Electronic Record and Signature Disclosure | | |

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.