

**Coalition Labor Agreement (CLA) - Appendix for 60
Agreement Between King County
And
PROTEC 17
Departments: Public Health, Community & Human Services**

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KING COUNTY
AND
PROTEC 17
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF PUBLIC HEALTH
AND THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

PREAMBLE

This Appendix 060, along with the Coalition Labor Agreement (CLA), constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County (hereinafter referred to as the County) and PROTEC 17 (hereinafter referred to as the Union). If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement, the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

ARTICLE 1: UNION RECOGNITION

Section 1.1. Recognition. The County hereby recognizes the Union as the exclusive bargaining representative of Administrative Support Unit, Health Professional and Technical Unit, Environmental Health Professional Technical Unit, Environmental Health Senior Professional Unit, Permit technician, Information Systems Professional Unit, Emergency Medical Services Unit, Department of Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as defined by classifications listed in Addendum A to this Agreement; and all full-time, regular part-time, and temporary employees in King County's Department of Public Health Jail Services Division in the following classifications: Social Service Professional, Social Service Professional – Senior, Project/Program Manager I, Project/Program Manager II, and Project/Program Manager III, excluding certain temporary employees, contract employees, supervisors, managers and confidential employees pursuant to PERC certifications and County and Union recognition

1 agreements

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

6 **Section 1.3. Bargaining Unit List.** Once each calendar year in September and upon request,
7 the County will provide the Union with a current listing of all employees within the bargaining units.
8 The list shall include the name of the employee, the employees' classification, and seniority within
9 the bargaining unit, seniority within the employees' current classification, classification date,
10 division, job location, and salary.

11 **Section 1.4. Bargaining Unit Status.** The County will require all new employees hired for a
12 position included in the bargaining unit to sign a form with a copy to the Union which will inform
13 them of their bargaining unit status. When requested by the Union at no less than monthly intervals,
14 Public Health shall make available to the Union the names of employees who have left the bargaining
15 unit.

16 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

17 The CLA shall apply to this bargaining as follows:

18 **Section 2.1.** The Preamble in its entirety.

19 **Section 2.2.** All superseding provisions of the Coalition Labor Agreement (see Articles 1
20 through 41 that apply to employees in this bargaining unit).

21 **Section 2.3.** All non-superseding provisions of the Coalition Labor Agreement (see Article 42
22 through 46) that apply to employees in this bargaining unit, unless otherwise noted in this Section.

23 **Section 2.4.** For ease of reference, the following provisions, which were previously listed in
24 this Appendix, are covered in the CLA:

- 25 • Vacation Leave: Pursuant to CLA, Articles 9 and Article 9 below.
- 26 • Jury Duty: Pursuant to CLA, Article 5.
- 27 • Leave for Volunteer Service: Pursuant to CLA, Article 4.
- 28 • Military Leave: Pursuant to CLA, Article 2.

- Sick Leave: Pursuant to CLA, Articles 31 and Article 12 below.
- Holidays: Pursuant to CLA, Article 10 and/or Appendix Article 10 below.
- Medical, Dental and Life Insurance: Pursuant to CLA, Article 25.
- Reimbursement for Personal Transportation: Pursuant to CLA, Article 24.
- Special Duty: Pursuant to CLA, Article 15.
- Work Out of Class: Pursuant to CLA, Article 33.
- Reclassification and Resulting Pay: Pursuant to CLA, Article 14.
- Discipline: Pursuant to CLA, Article 27
- Dispute Resolution: Pursuant to CLA, Article 26
- Savings Clause: Pursuant to CLA, Article 30.
- Use of County Bulletin Boards and Electronic Devices: Pursuant to CLA, Article 23.
- Bereavement Leave: Pursuant to CLA, Article 8.
- Rates of Pay: Pursuant to CLA, Article 29 and Article 7 below
- Transportation Benefits: Pursuant to CLA, Article 34
- Contracting Out: Pursuant to CLA, Article 16.
- Organ Donor Leave: Pursuant to CLA, Article 36.
- Union Membership: Pursuant to CLA, Article 37.
- Equal Employment Opportunity: Pursuant to CLA, Article 38.
- Duration: Pursuant to CLA, Article 41.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1. Management Rights. The right to hire, appoint, promote, discharge for just cause, improve efficiency, and determine work schedules and the location of Department facilities are examples of management prerogatives. It is understood that the County retains its right to manage and operate its divisions except as may be limited by an express provision of this Agreement. When management deems it necessary, work schedules may be established other than the normal Monday through Friday schedule. Core work hours are determined by the County, vary from work site, and may be changed by the County, as operational needs require. The County and the Union agree to negotiate the impact of changes to core work hours.

Section 3.2. Health Services Delivery. Delivery of health services in the most efficient, effective, and courteous manner is of paramount importance to the Department and, as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the County's and the Department's right to determine the methods, processes, and means of providing health services, the right to increase or diminish operations, in whole or in part, the right to increase, diminish or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

Section 3.3. Public Employment Programs.

A. As part of its public responsibility, the Department may participate in or establish public employment programs to provide employment and/or training for and/or service to the Department by various segments of its communities. Such programs may result in individuals performing work for the Department, which is considered bargaining unit work pursuant to RCW 41.56. Such programs have included and may include youth training and/or employment programs, adult training and/or employment programs, vocational rehabilitation programs, work-study and student intern programs, court-ordered community service programs, volunteer programs, and other programs with similar purposes. Some examples of such programs already in effect include Summer Youth Employment Program (SYEP), Youth Employment Training Program (YETP), Work Study, and court-ordered Community Service. Individuals working for the Department pursuant to such programs shall be exempt from all provisions of this Agreement and are not considered bargaining unit members.

B. The Department shall have the right to implement new public employment programs or expand its current programs beyond what exists as of the signature date of this Agreement. Where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the Department shall give thirty (30) days advance written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the Department shall engage in discussions with the Union on concerns raised by the Union. Notwithstanding any provision to the contrary, the expanded use of individuals under such a public

employment program which involves the performance of bargaining unit work with the Department, beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by this Agreement which recently had been occupied by a regular full-time employee that performed the specific bargaining unit work, now being or about to be performed by an individual under one of the Department's public employment programs.

Section 3.4. HEI SUPERVISION. The Union agrees not to dispute the County's use of other non-bargaining unit supervisory classifications that have Health and Environmental Investigator (HEI) direct reports in limited situations to meet Environmental Health Division operational needs. The parties agree the intent of this provision is to improve Division operations, not to reduce HEI represented positions.

ARTICLE 4: EMPLOYEE RIGHTS

Section 4.1. Off-duty Activities. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the Department and/or County.

Section 4.2. Personnel Files. The employees covered by this Agreement may examine their personnel files in the Department's Human Resources Office in the presence of the Department of Public Health Human Resources Manager or a designee. In matters of dispute regarding this section, no other personnel files will be recognized by the County or the Union except that supportive documents from other files may be used. Materials to be placed into an employee's personnel file relating to job performance or personal conduct or any other material that may have an adverse effect on the employee's employment shall be reasonable and accurate and brought to their attention with copies provided to the employee upon request. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

Section 4.3. Representation. The County agrees that when an employee covered by this Agreement attends a meeting for purposes of discussing an incident which may lead to suspension, demotion, or termination of that employee because of that particular incident, the employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires

Union representation in said matter, they shall so notify the County at that time and shall be provided reasonable time to arrange for Union representation.

Section 4.4. Performance Standards. Performance standards used to measure the performance of employees shall be reasonable. The hiring authority should communicate to the employee performance standards at the time of hire, with any change in job duties, and as appropriate.

Section 4.5. EAP. The employee who appears to have a substance use disorder, behavioral, or other problem which is affecting job performance or interfering with the ability to do the job, shall be encouraged to seek information, counseling, or assistance through private sources that they may be aware of or sources available through the King County Employee Assistance Program (EAP). Employees are encouraged to make use of such sources on a self-referral basis and supervisors will assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a result of seeking and following through with corrective treatment, counseling, or advice.

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

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

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

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

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

Section 4.6. Use of Temporary Employees. The County shall not use temporary employees

1 to supplant regular positions.

2 **ARTICLE 5: WORK STOPPAGES**

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

14 **ARTICLE 6: HIRING, PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS**
15 **AND APPEALS**

16 **Section 6.1 Hiring Process.**

17 Vacant career service bargaining unit positions and term limited temporary bargaining unit
18 positions shall be filled in accordance with the two-part process outlined below, as follows:

19 **A. PART 1:** Prior to a vacant bargaining unit position being posted, the County will
20 determine whether the position can be filled by Part 1 (steps i – iii).

21 i. Career Service bargaining unit employees eligible for Layoff/Recall.

22 ii. Career Service bargaining unit employees eligible for Disability Job
23 Reassignment, or secondarily by King County Disability Reassignment.

24 iii. Non-bargaining unit employees eligible for Career Service Layoff/Recall.

25 **B. PART 2:** If the position is not filled by Part 1, the County shall proceed with
26 posting the position in accordance with CLA Article 18 and follow the process in Part 2 below.

27 **i. Job Posting.** In accordance with CLA Article 18 as amended, vacant career
28 service bargaining unit positions and term limited temporary bargaining unit positions shall be posted

on the King County website and in Human Resources for a minimum of fourteen (14) calendar days for internal and external candidates to apply.

ii. Hiring Pool. The Department may post for more than one position in the same classification continuously to create a pool of qualified candidates to fill multiple vacancies that arise during an established period of time as determined by the Department not to exceed (6) months. The hiring pool can be used to fill multiple positions without reposting for each position. The locations(s) of the vacancies will be identified in the posting if known.

iii. Scoring. The County shall determine whether the rating of job applicants will be by numerical score, banding method, or alternative rating method prior to conducting interviews. Regular and TLT employees that are in the bargaining unit who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either virtually or in person, whichever is applicable in the process. For numerical scoring, career service bargaining unit applicants and term-limited temporary bargaining unit job applicants shall receive a 5% increase in their interview score over non-bargaining unit applicants. Should the recruitment use a banding scoring method, the County shall consider bargaining unit status as a favorable factor in scoring (e.g., tie breaker between two applicants that are substantially equal based upon relevant criteria). Seniority may be used as a tie breaker in circumstances where two bargaining unit applicants are substantially equal based upon relevant criteria. The score adjustments stated above shall only apply if the applicant has no documented disciplinary actions in the prior 24 months and no performance deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the performance evaluation) in the prior 12 months. Upon request, bargaining unit applicants that are interviewed and not hired may receive a written explanation by the County of why they were not hired into the position.

Section 6.2. Probationary Period Definitions. The following shall define terms used in this Article:

A. Initial Probationary Period: Except as provided in Section 6.2 below, employees hired into career service positions must first successfully complete a probationary period of (6) months. The Department may extend an employee's initial probationary period for up to an additional

1 (6) months for a total probationary period of (12) months.

2 During an employee's probationary term, the employee is considered in "at-will" employment
3 status and may be separated without just cause or access to the grievance procedures outlined in the
4 CLA. The employee shall not be entitled to reinstatement. The probationary period shall provide the
5 Department with the opportunity to observe a new employee's work, to train and aid the new
6 employee in adjustment to the position, and to terminate any employee whose work performance fails
7 to meet the required standards. Prior to terminating a probationary employee, management will
8 provide written notice to the employee when not meeting performance expectations.

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 (6) months
12 of actual service where there are numerous absences.

13 **B. Employee Rehire:** Employees who are rehired after separating for any reason
14 (voluntary or involuntary) from employment with the Department of Public Health shall be required
15 to serve the six-month probationary period upon rehire; provided, however, an employee who has
16 been separated by reason of layoff or medical separation, shall not have to serve a probationary
17 period upon rehire if the employee is rehired within (1) year of separation and the rehire is to a
18 position that is in the same classification and the same Division from which the employee was
19 separated..

20 **C. Promoted Employee Probation:** A regular employee who is promoted shall serve
21 a (6) month probationary period from the date of promotion, which may be extended for up to an
22 additional (6) months for a total probationary period of (12) months by written mutual agreement
23 between the Department and the employee prior to expiration of the initial (6) month probationary
24 period. Absent written mutual agreement about the extension, the employee will be deemed to have
25 failed to satisfactorily complete the probation period and Part D shall apply. The probationary period
26 shall provide the Department with the opportunity to observe the employee's work and to train and
27 aid the employee in adjustment to the position.

28 **D. Promoted Employee Reversion Option:** A promoted employee who fails

1 probation shall be returned to a position in their former classification if available and vacant but shall
2 not have the right to appeal the reversion position that is offered. The employee shall be paid at the
3 step of the range which they normally would have received had they not been promoted. If an
4 employee elects not to accept an offer of employment in the same classification or if no such position
5 is available and vacant, the employee will be placed on the recall list.

6 **E. Transfers During Probationary Period.** If a probationary employee is transferred
7 in the same classification to a different Department, the Department may, with approval of the
8 Director of Human Resources, or designee, require that a complete six (6)-month probationary period
9 be served

10 **i.** If a probationary employee in the County or Public Health is transferred to a
11 different classification in the Department, the employee shall serve a complete six (6)-month
12 probationary period in the new classification. If a regular employee in the County or Public Health is
13 transferred to a different classification in Public Health, the employee shall serve a complete six (6) -
14 month probation period in the new classification.

15 **ii.** Within the Department, if a regular employee is regularly appointed to a
16 higher classification while serving in a probationary period, the probationary period for the lower
17 classification and the new probationary period for the higher classification shall overlap, provided
18 that the higher and lower classifications are in the same or a closely related field. The employee shall
19 complete the terms of the original probationary period and be given regular status in the lower
20 classification.

21 **iii.** Within the Department, if a probationary employee is regularly appointed
22 to a higher classification while serving in a probationary period, the initial probationary period and
23 the new probationary period for the higher classification shall overlap, provided the higher and the
24 lower classifications are in the same or a closely related field. The employee shall complete the term
25 of the original probationary period and be given regular standing in the lower class. In such cases
26 where the probationary period is longer than the probationary period for the higher classification, the
27 probationary period shall continue to run for the full duration of its original term and be applicable to
28 both the lower and the higher classification.

Section 6.3. Health and Environmental Investigator (HEI) I to HEI II.

A. Probation. An employee hired into a career service HEI I position will serve an initial (6) month probationary term that may be extended up to a maximum probationary period of (18) months. Successful completion of probation will include, but is not limited to, the possession of a Certificate of Registration as a Registered Sanitarian (RS) or as a Registered Environmental Health Specialist (REHS), or a REHS/RS In Training certificate issued by the Washington State Board of Registered Sanitarians or National Environmental Health Association.

If the employee completes at least (6) months of employment, and successfully satisfies the other probationary job requirements, the County may consider their probationary period completed.

B. Promotion and Step Placement. Career service employees hired into the HEI I classification will be promoted to HEI II upon successful completion of their probationary period or if the employee obtains an RS (or equivalent), whichever comes first. Employees that promote to HEI II will continue in the initial (6) month probationary term (up to a maximum of (18) months if extended) from date of hire at the discretion of management.

In lieu of a probationary step increase, employees will be placed at the first step of the HEI II pay range or the step on the HEI II pay range that is at least 5% above the former rate of pay, whichever is greater. Pay may not exceed step 10, and no additional probationary steps or discretionary steps will be awarded. Subsequent step increases within the salary range shall be granted after (12) months of “actual service” from the date of the promotion to HEI II.

TLT employees hired into the HEI I classification upon successful attainment of the Registered Sanitarian certification or the Registered Environmental Health Specialist certification will be eligible to perform and will be assigned the duties of an HEI II and will receive a wage adjustment premium equal to the first step of the HEI II pay range or to the step on the HEI II pay range that is at least 5% above the former rate of pay, whichever is greater. Pay may not exceed step 10.

Section 6.4. Performance Evaluation.

A. Evaluations. Career service employees shall be evaluated at least once during their probation period, and at least once a year thereafter. Such evaluations may be used to determine

1 acceptable performance levels, prepare work schedules, and to measure the performance of each
2 career service employee or group of employees.

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

22 **C. Management's Rights.** Notwithstanding the provisions in paragraphs A and B of
23 this section, the Union recognizes the County's and the Department's right to establish and/or revise
24 the Department's performance evaluation system. In establishing new and/or revising the
25 performance evaluation system, the Department shall, prior to implementation, discuss said changes
26 in a Labor/Management meeting.

27 **Section 6.5. Credit Towards Probation for Previous Service in Classification.** When an
28 employee is reclassified to a higher classification, or if an employee has performed the duties of a

higher classification in a special duty or temporary capacity, the County will allow continuous time spent performing work of the higher classification to apply to the probationary requirement (e.g., three months of prior service may apply to the probationary period so that only three months remain to be served to fully satisfy the probationary period). See also relevant provisions in the CLA.

ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY

Section 7.1. Wages and Total Compensation. The wage rates for the positions covered by this Agreement shall be as set forth in Addendum A.

Section 7.2. Economic and Fiscal Conditions Reopener.

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

Section 7.3. Position Classification.

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

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

i. The same descriptive title may be used to designate each position in the class;

ii. The same level of education, experience, knowledge, ability, and other

qualifications may be required of incumbents;

iii. Similar tests may be used to select incumbents;

iv. One schedule of compensation will apply with equity under substantially the same employment conditions.

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

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

E. In allocating any position to a class, the specification for the class shall be considered as a whole. Consideration shall be given to the general duties, the specific tasks, the responsibilities, the required and desirable qualifications for such position, and the relationship thereof to other classes. The examples of duties set forth in such specification shall not be construed as all-inclusive or restrictive, and an example of a typical task or a combination of two or more examples shall not be taken, without relation to all parts of the specification, as determining that a position should be included within a class.

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

Section 7.4. Step Placement and Progression.

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

1 This provision shall not apply to “provisional” work outside of classification, or temporary
2 employees; provided, however, for a “short-term” temporary employee who has worked in excess of
3 520 straight time hours within the previous twelve (12) month period, and who is appointed to a
4 regular position without a break in service, work performed within the previous twelve (12) month
5 period shall be counted for purpose of salary step placement. An employee who has been reclassified
6 will be given credit for pay step purposes for the continuous time worked immediately preceding the
7 reclassification for which they were properly paid “work outside of classification pay” per Article 33
8 of the CLA.

9 **B.** For full-time regular, part-time regular and term-limited temporary employees
10 assigned salary steps other than the beginning step of the salary range, subsequent salary increases
11 within the salary range shall be granted after twelve (12) months of “actual service” from the
12 appointment or increase, then at succeeding twelve (12) month intervals to the maximum of the
13 salary range established for the class.

14 **C.** In determining “actual service” for advancement in salary step, absence due to
15 sickness or injury for which the employee does not receive compensation may, at the discretion of the
16 Director of the Department of Human Resources or their designee, be credited at the rate of thirty
17 (30) calendar days per year. Unpaid absences due to other causes may, at the discretion of the
18 Director of the Department of Human Resources or their designee, be credited at the rate of fifteen
19 (15) calendar days per year. For the purposes of this paragraph, time lost by reason of disability for
20 which an employee is compensated by Industrial Insurance or Charter disability provisions shall not
21 be considered absence. An employee who returns after layoff, or who is reduced in rank to a position
22 in Public Health, may be given credit for such prior service.

23 **D.** Any increase in salary based on service shall become effective upon the first day
24 immediately following completion of the applicable period of service.

25 **E. Temporary Employee Pay.** STT employees shall be paid for all hours worked at
26 the first pay step of the hourly rate of pay set forth within Addendum A covering the classification of
27 work in which they are employed, except the eligible temporary employees (those who were
28 employed by the Department of Public Health on or before August 1, 2001) shall be paid at Step 6 of

1 their applicable pay range in lieu of their continued compensation of fifteen (15) percent of base
2 salary in lieu of leave benefits for each hour worked. These “short-term” temporary employees shall
3 continue to be paid at Step 6 of the range until such time as they (a) terminate employment with the
4 County; (b) change employment status to County term-limited temporary, provisional, probationary,
5 part-time regular or full-time regular employee; (c) cease to be represented by the Union. Temporary
6 employees hired after August 1, are not eligible for premium pay nor step placement in lieu of
7 premium pay. “Short-term” temporary employees who are receiving the premium on or before
8 August 1, 2001, who are removed from the payroll and are subsequently returned to the payroll in the
9 same classification as that of which they left within twelve (12) months of removal will be placed at
10 step six (6) of the applicable pay range. The Director of Public Health may approve any exception of
11 the above Step 6 placement in writing with notice to the Union.

12 **F. Changes in Incumbent Status Transfers.** An employee transferred to another
13 position in the same class or having an identical salary range shall continue to be compensated at the
14 same rate of pay until the combined service requirement is fulfilled for a step increase and shall
15 thereafter receive step increases as provided in Section 7.4(B).

16 **G. Promotions.** A career service employee appointed to a position in a class having
17 a higher maximum salary shall be placed at the wage step pursuant to KCC 3.15.130 as amended. If a
18 promotion results from something other than a reclassification, the pay rate of the incumbent
19 employee shall be increased to the first step of the pay range of the new classification or the step that
20 is at least five percent above the former rate of pay, whichever is greater. The promoted employee
21 may be placed at a higher step in the pay range if the employee's department director determines the
22 action is warranted, if the criteria and procedures in K.C.C. 3.15.130 as amended are met and if funds
23 are available in the agency.

24 **H. Demotion.** A career service employee demoted because of inability to meet
25 established performance standards from a regular full-time or part-time position to a position in a
26 class having a lower salary range shall be paid the salary step in the lower range determined as
27 follows:

- 28 **1.** If the rate of pay received in the higher class is above the maximum salary

for the lower class, the employee shall receive the maximum salary of the lower range.

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

3. Voluntary Demotion.

i. A regularly appointed employee may be demoted to a lower classification upon their written request stating their reasons for such demotion, if the request is concurred with by the Public Health Director or designee. Such demotion shall not displace any regular employee or probationer.

ii. The employee so reduced shall be entitled to credit for previous regular service in the lower classification and to other service credit in accordance with this Agreement. Upon a showing, concurred with by the Public Health Director that the reason for such voluntary demotion no longer exists, the Director, or designee, may restore the employee to their former status.

I. An employee reduced because of organizational change or reduction in force from a regular full-time or part-time position to a position in a class having a lower salary range shall be paid the salary rate of the lower range which is nearest to the salary rate to which they were entitled in their former position without reduction, provided that such salary shall in no event exceed the maximum salary of the lower range. If an employee has completed twenty-five (25) years of service with the County and within five (5) years of a previous reduction in lieu of layoff to a position in a class having a lower salary range, the employee shall receive the salary they were receiving prior to such second reduction as an "incumbent" as long as they remain in the position or until the regular salary for the lower class exceeds the "incumbent" rate of pay.

Section 7.5. Shift Differentials (FLSA non-exempt employees).

A. Night Shift - A bargaining unit employee scheduled to work in a 24-hour facility or site which is staffed for 24-hour operation shall receive a \$1.50 per hour night shift differential for all scheduled hours worked during the hours between 10:00 p.m. to 7:00 a.m.

1 **B. Evening Shift** - A bargaining unit employee shall receive a \$1.00 per hour evening
2 shift differential for all hours worked after the normal business hours of 5:00 p.m.

3 **C. Scope** - Shift differential pay does not apply to employees on voluntary alternative
4 schedules as provided in Article 15.2, unless the alternative work schedule is deemed necessary for
5 business operations by management. The above shift differentials shall be applied to overtime rates
6 consistent with the FLSA. Differentials shall not be applied to calculation of employee pay for paid
7 leave (i.e., sick leave, vacation, holiday pay, funeral leave, etc.)

8 **Section 7.6. Student Preceptor Assignment.** A Preceptor is a Social Worker, Pharmacist,
9 Pharmacy Supervisor, Nutritionist, or Medical Technologist with at least one year of continuous
10 relevant experience who is assigned in writing the specific responsibility for planning, organizing,
11 teaching, and evaluating the new skill development of a student intern employed by the Department
12 who is participating in a specific Preceptor Program. Inherent in the Preceptor role is the
13 responsibility for specific, criteria-based, and goal directed education for a defined time period.

14 Employees assigned as preceptors shall receive \$1.00 per hour more than their base hourly
15 rate of pay.

16 **ARTICLE 8: SPECIAL DUTY, OUT OF CLASSIFICATION AND LEAD WORKER**
17 **ASSIGNMENTS**

18 **Section 8.1. Special Duty:** Assignments shall be made in accordance with the terms set
19 forth in the CLA Article 15, except as provided below in Section 8.1(A).

20 **A. Rotation of Special Duty Assignments.** The County and the Union recognize that
21 special duty assignments can have a potential career development benefit to employees by enhancing
22 experience for those wishing to advance in their career path. When possible, special duty
23 assignments will be made to a full-time regular or part-time regular employee on a rotation basis
24 among qualified employees in the Department. A normal rotation shall be approximately six (6)
25 months but may be shorter or longer in duration based on the needs/assessment of the County. An
26 employee shall not serve more than two (2) consecutive rotations, unless there are no other qualified
27 employees, there are no volunteers or in the judgment of the Department, or it would be in the best
28 interest of the County for the assignment not to be rotated. The justification not to rotate after the

1 first rotation will be provided to the employee and the union prior to the second rotation.

2 Assignments made under this section that extend beyond thirty (30) calendar days shall be
3 advertised on the Public Health website for a minimum of five (5) consecutive working days. Special
4 Duty shall be assigned on a voluntary basis upon the part of the employee. The terms of this section
5 do not apply to Lead Worker Assignments (Section 8.3) or Out of Classification Assignments
6 (Section 8.2). The parties agree to limit grievances arising under this section to the first three steps of
7 the grievance procedure.

8 **Section 8.2. Out of Classification Assignments.** The parties agree that working out of
9 classification shall occur pursuant to CLA Article 33, unless management has designated the
10 assignment a “Lead Worker” Assignment.

11 **Section 8.3. Lead Worker Assignment.** Full-time or part-time employees may be asked by
12 the County to perform Lead Worker duties. If the employee voluntarily accepts the terms of the Lead
13 Worker Assignment, the employee will receive a flat 5% Lead Worker pay premium (above merit
14 pay or longevity if applicable). Any overtime earned while performing Lead Worker duties will
15 include the 5% premium. When the Lead Worker Assignment is completed or no longer needed as
16 determined by the County, the employee’s pay shall revert to the pay rate the employee would have
17 received if the employee had not been assigned to Lead Worker. Paid leave (e.g., vacation, sick,
18 executive leave, bereavement) while performing Lead Worker duties shall be at the rate of the pay
19 inclusive of the Lead Worker premium. Lead Worker pay shall not be considered part of an
20 employee’s base pay rate for purposes of pay rate determination as a result of promotion or
21 reclassification, cash-out of vacation or sick leave, or vacation or sick leave donations. If a Lead
22 Worker assignment exceeds (29) consecutive calendar days and the employee is performing higher
23 level classification duties according to the County, the assignment will be converted prospectively to
24 a special duty assignment in accordance with the CLA. In the event no appropriate higher-level
25 classification exists, the Lead Worker Assignment may continue beyond (29) calendar days according
26 to the terms set forth in this Section.

ARTICLE 9: VACATION LEAVE AND SCHEDULING

Section 9.1. Cancellation of Vacation. In the event that the Department cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum vacation balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Director and the Director of the Department of Human Resources in order to allow rescheduling of the employee's vacation. In such cases, the Department Director shall provide the Director of the Department of Human Resources with the circumstances and reasons leading to the need for such an extension. No extension of this grace period will be allowed.

Section 9.2. Use of Vacation for Medical Reasons. Except for absences associated with FML-protected leave, where a comprehensive leave eligible employee has exhausted their sick leave balance, Management may require the use of vacation time or leave without pay. In the case where vacation time use is mandated a written explanation of that decision will be provided to the employee.

Section 9.3. Vacation Usage Prior to Leave of Absence. In all other instances employees must use all accrued vacation prior to beginning a leave of absence unless an exception is approved by the Department Director (or designee), except employees who are called to active military service or who respond to requests for assistance from the Federal Emergency Management Agency (FEMA) may, at their option, use accrued vacation in lieu of taking a leave of absence without pay.

Section 9.4. Vacation Scheduling. The Department Director or designee shall arrange vacation time for employees on such schedules as will least interfere with the functions of the Department, but which accommodate the desires of the employee to the greatest degree feasible. Scheduling guidelines for the division, section, work group or site will be distributed to the employees when developed or modified, or upon request.

ARTICLE 10: HOLIDAYS

Holiday leave benefits shall be provided pursuant to the CLA Article 10, in addition to the below provisions.

Section 10.1. Holiday Paid Recognized as Time Worked for Overtime Calculations.

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

Section 10.2. Work on a Holiday. Full-time regular, part-time regular and term-limited temporary employees who work on a holiday shall be paid for the holiday at their base hourly rate of pay plus the Contractual Overtime rate of pay for hours worked.

Section 10.3. Pro-ration of Paid Holiday for Part-time Employees. A regular part-time employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon straight time hours compensated during the pay period immediately prior to the pay period in which the holiday falls.

Section 10.4. Holiday Pay for Employees on Alternative Work Schedules. When a holiday falls on an employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days of the actual holiday.

ARTICLE 11: INDUSTRIAL INJURY

Section 11.1. Industrial Injury.

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

B. Salary on Worker's Compensation/Assignment to Rehabilitative Training. If an employee is injured on the job and requires immediate medical treatment, the employee will be compensated in full for the rest of the workday without being required to use sick leave or vacation leave. The employee can use accrued sick leave if the injury requires the employee to miss any scheduled workdays in the first three calendar days after the injury. If the employee's disability

period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as determined by the Safety and Claims Management Division. Sick leave pay will be used to supplement industrial insurance benefits in an amount that is necessary to maintain the employee's regular net pay. Any earned vacation leave may be used in a like manner after sick leave is exhausted. An employee who is assigned to rehabilitative training will be compensated as determined by the Safety and Workers' Compensation Administrator.

ARTICLE 12: FAMILY AND MEDICAL LEAVE

Family and medical leave shall be provided pursuant to the CLA Article 11.

Section 12.1. Limited duty assignment policy due to pregnancy.

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

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

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

2. Temporary reassignment of the employee to a similar classification with equal pay for which the employee is qualified.

Only if the Director of the Department of Human Resources or their designee concurs that an employee cannot reasonably be accommodated by (1) or (2) listed above, temporary reassignment of

the employee can be made to another classification for which the employee is qualified but with lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her normal job classification.

C. Limitations.

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

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

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

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

ARTICLE 13: UNION REPRESENTATIVES

Section 13.1. Visitation. The Executive Director or Union Representative of the Union may, after notifying the Public Health official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement. Department work hours shall not be used by employees or Union representatives for the conduct of Union business or the promotion of Union affairs.

Section 13.2. Shop Stewards. The Executive Director and/or representatives shall have the right to appoint a steward at any location where represented employees are employed under the terms

of this Agreement. The Department shall be furnished with the names of stewards so appointed. Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public Health Human Resources with a list of those employees who have been designated as shop stewards. Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are observed, and they shall be allowed reasonable time to perform these duties during regular working hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the grievance procedure enumerated in CLA Article 26. Under no circumstances shall shop stewards countermand orders of or directions from the Department officials or change working conditions.

Section 13.3. Excessive Steward Activities. Any charges by management which indicate that a shop steward or Union representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Director of the Office of Labor Relations, or a designee for discussions with the Executive Director or designee. The County shall have the right to require the Union to refrain from excessive activities or, if after discussion with the Executive Director or designee, the shop steward or Union representative continues to spend an unreasonable amount of time handling grievances and disputes, management may require written authorization from the steward's supervisor for these activities.

Section 13.4. Meeting Rooms. Where allowable and after prior arrangements have been made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose of conducting Union business, where such activities would not interfere with the normal work of the Department.

Section 13.5. Quarterly Shop Steward Meetings. General shop steward meetings may occur during regular business hours on a quarterly basis. Up to 2 hours paid release time will be provided quarterly for no more than 20 shop stewards.

Section 13.6. Release Time for Appeals. Any individual employee in one of the bargaining units who is directly involved through their individual appeal, in a matter being reviewed by the King County Personnel Board shall be allowed time during working hours without loss of pay to attend such meeting if called to testify.

ARTICLE 14: SAFETY STANDARDS

Section 14.1. Safety Standards. All work shall be done in a competent and safe manner and in accordance with the state of Washington Safety Codes. Where higher standards are specified by the County than called for as minimum by state codes, the County's standards shall prevail.

Section 14.2. Safety Rule Compliance. At the direction of the County, it is the duty of every employee covered by this Agreement to comply with established safety rules, promote safety and to assist in the prevention of accidents. All employees covered by this Agreement are expected to participate and cooperate in the overall Department Safety Program.

Section 14.3. Safe Working Conditions. The Department of Public Health shall provide safe working conditions in accordance with WISHA and OSHA.

Section 14.4. Release Time for Safety Meetings. Each steward will be allowed time off with pay to attend Department safety meetings, pertinent to their work location as scheduled by the Department.

ARTICLE 15: HOURS OF WORK

Section 15.1. Work Week.

A. Eight (8) hours shall constitute a normal workday and five (5) consecutive days a normal workweek. The County may also establish Alternative Work Schedules.

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

Section 15.2. Alternative Work Schedules.

A. The Department of Public Health supports the availability of alternative work schedules for its employees, and, to that end, shall give consideration to requests for alternate work schedules. An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven-day workweek. Examples of alternative work

schedules include but are not limited to:

- Four 10-hour work days.
- A 9/80-off alternating work week schedule. (The record keeping time-sheet for this schedule must be one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either 8 hour or a day off.)

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

- Alternative work schedules may be modified or terminated in writing with (45) calendar days' notice to the employee.
- Overtime shall be paid for any hours worked in excess of forty (40) hours per week.
- Holidays shall be granted in accordance with Article 10 of the CLA.
- Employee participation shall be on a voluntary basis, unless no volunteers are available, in which case assignment will be made by inverse seniority within classification at the location or work team (e.g., Access and Outreach) in question.
- If there is more than one volunteer to fill an available alternative work schedule, the schedule will be assigned by seniority, provided that in order to be eligible, the employee must be within classification at the location or work team (e.g., Access and Outreach) in question, and meet the skills necessary for that position/schedule and not have any documented disciplinary action relating to attendance in the prior 24 months.

B. Appeal of Denial or Termination of Alternative Work Schedules. Review and appeal of the denial or termination of an alternative work arrangement shall be as set forth in this section. Any employee whose alternative work schedule is terminated or denied may request a written explanation for the decision and the stated business reason for the denial, provided that the request is made within (10) business days of notice of the denial or termination. When an employee has requested a written explanation, the decision maker shall provide an explanation to the employer and the Union in writing within (10) business days of receiving the request. The explanation will include the legitimate business need that the alternative work arrangement does not meet in an attempt to work with the requesting employee to determine a schedule that could be mutually

agreeable to the parties. Upon receiving the written explanation, the employee shall have (10) business days to appeal in writing to the Division Manager (or higher, if the Division Manager made the initial written explanation). The Division Manager shall, within (10) business days of receipt of the written appeal, provide a written response. The ultimate decision of whether to grant or deny the appeal will remain with the Division Manager (or higher, if the Division Manager made the initial written explanation) and shall not be subject to the grievance process of this Agreement.

Section 15.3. Notice prior to an Involuntary Change in Schedule. Forty-five (45) days advance notice shall be afforded employees when involuntary permanent changes to a regular schedule are required by the Department. The Department agrees to avoid frequent schedule changes.

Section 15.4. Temporary Schedule Changes. Management may require an employee to change their schedule on a temporary basis with the following limitations:

1. Volunteers will first be sought, provided such volunteers perform the same job duties at the same work site.
2. Affected employee will be provided with a ten (10) working day notice of schedule change.
3. The length of the Temporary Schedule Change shall not exceed one month.
4. No individual employee will incur more than four (4) Temporary Schedule Changes per calendar year (not including changes made pursuant to Article 15.4.A. Urgent Temporary Schedule Changes).
5. Any schedule change that includes weekend work will require that affected employees be awarded one (1) hour of compensatory time for each weekend worked. Employees covered by the terms of the shared staffing agreement (Addendum C) have the option of receiving \$4.00 per hour OR one (1) hour of compensatory time for each weekend worked.

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

Section 15.4.A. Urgent Temporary Schedule Changes. In the event of unforeseen, urgent staffing needs, management may require an employee to change their schedule on a temporary basis

with the following limitations:

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

2. Such changes must be approved by the appropriate Division Manager or Deputy/designee.

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

Section 15.4.B. When staffing allows, employees regularly scheduled to work fewer than 8 hours on a weekend may flex their schedule with advance notice and supervisory approval to complete their 40-hour workweek.

Section 15.5. Rest Period. Employees covered by this Agreement shall be provided fifteen (15)-minute rest period per each 4-hour period of work time consistent with County policy (PER 8-2-1), as amended.

Section 15.6. Meal Period. Employees covered by this Agreement shall be provided an uncompensated meal period of a minimum of thirty (30) minutes but not to exceed one (1) hour.

Section 15.7. Meal Reimbursement.

A. When an employee is specifically directed by the Department to work two (2) hours or longer prior to the beginning of or the end of their normal work shift of not less than eight (8) hours and the employee actually purchases a reasonably priced meal away from the employee's place of residence as a result of such additional hours of work, the employee shall be reimbursed for the "reasonable cost" of the meal in accordance with County Ordinance. In order to receive reimbursement, the employee must furnish the Department of Public Health with a receipt for the meal no later than the beginning of their next regular shift; otherwise, the employee shall be paid a maximum of six dollars (\$6.00) in lieu of reimbursement for the meal.

B. The Department of Public Health shall not reimburse any employee for the cost of alcoholic beverages.

C. In lieu of any meal compensation as set forth within this section, the Department

may, at its discretion, provide a meal.

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

ARTICLE 16: OVERTIME

Section 16.1. FLSA Workweek. The workweek for purposes of determining overtime eligibility is defined as Saturday through Friday.

Section 16.2. Contractual Weekly Overtime. Employees in positions classified as FLSA non-exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. The (40) hour threshold for determining overtime eligibility is based on the accumulation of paid compensated hours during the FLSA workweek, except that paid sick leave hours shall not count toward overtime eligibility.

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

Section 16.3. Schedule Flex. Employees may make necessary adjustments in their normal work hours, subject to approval by their supervisor, to fulfill their job responsibilities within a forty (40)-hour week without overtime compensation.

Section 16.4. Overtime Work Assignment. When necessary, management can require an employee to perform work outside of their regularly scheduled work shift unless health problems prohibit the employee from performing such work. When possible, overtime work will be assigned to employees on a rotation basis within a class series among qualified employees in the work unit on

the shift where such overtime work is to be performed. Work scheduled for weekends or holidays shall be a minimum four (4) hours scheduled, unless agreed otherwise by the employee.

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

Section 16.5. Compensatory Time Off. For overtime eligible employees covered by this Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent between the employee and their supervisor, compensated for by compensatory time off at the applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act (FLSA). Employees cannot be required to accept compensatory time in lieu of overtime pay. An employee's accrued compensatory time balance must not exceed eighty (80) hours at any time. Any balance of unused comp time will be cashed out in the pay period that includes December 31 at the appropriate overtime rate.

Section 16.6. FLSA Exempt Employees Provision. Exempt employees include all Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment Supervisors working in the Department of Community and Human Services and certain other persons classified in Emergency Medical Services. Additionally, Health and Environmental Investigator-IV, Educator Consultant-II and III, and Nutrition Consultant-II shall be considered exempt, except certain employees that have been permitted in writing by the County to remain in hourly status.

Exempt employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2). These positions will enjoy all relevant rights under the contract except for overtime and shift premiums.

Section 16.7. Standby Duty for FLSA Exempt Employees. It is not currently the intent of the Employer to schedule or require the working of standby shifts for its FLSA-exempt employees in this bargaining unit who currently are not scheduled or required to work standby shifts (as opposed to

occasional attempts to contact employees in the course of dealing with an emergency situation which occurs outside of regular hours). The Employer agrees that, in the event it decides to create mandatory standby shifts for any of its FLSA-exempt employees in this bargaining unit (i.e., where the shifts are formally scheduled, and the employees are required to carry a pager or other similar device, and remain ready and able to perform job duties at all times during such shifts), the Employer agrees to notify the Union and to reopen the bargaining agreement at the request of the Union for the purpose of satisfying its bargaining obligations to the full extent required by law.

ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF

Section 17.1. Definitions. The following definitions shall apply for the purposes of administering this Article.

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

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

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

1 Classification/Compensation Project and Logan/Knox Settlement subsequent classification changes to bargaining unit positions and its affect on seniority. Classification seniority for the old classification shall carry through and 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-

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

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

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

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

G. Unsuccessful Trial Service Period. Management may end the trial service period at any time if it objectively assesses that the individual is not demonstrating sufficient progress in obtaining the requisite knowledge and skills required of the position within a reasonable period of time. The individual may also request to end the trial service period on their own accord if they

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.

conclude the placement is not an appropriate match. In both cases, the individual will be removed from the position and placed in layoff/recall status and will be eligible for recall services for up to two years following the date of their changed employment status.

H. Divisions of Public Health. For purposes of this article only the Divisions within the Department of Public Health include Community Health Services, Environmental Health Services, Jail Health Services, Prevention, Emergency Medical Services, Administration/Business Operations, and Cross-Cutting Public Health Services.

I. Qualified means the employee possesses the qualifications required to be considered eligible to be appointed to the position as a new hire unless otherwise stated under Article 17.2, Section 2.B.

Section 17.2 Transfers/Work Location Change.

A. The transfer of an employee shall not constitute a promotion except as provided in Article 17, Section 2.G.iii.

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

C. Process prior to a Permanent Change in Work Location. Management may require an employee to change their work location with the following limitations.

i. Volunteers will first be sought, provided such volunteers are in the same classification at the designated work location or team (e.g., Access and Outreach).

ii. If there are multiple volunteers within the classification at the work location or team, management will select the employee with the highest seniority, and provide at least (10) calendar days' notice of the change or as otherwise agreed.

iii. If there are no volunteers, management will select the employee for work location change by inverse seniority among those within the same classification at the designated work location or team. Forty-five (45) days advance notice shall be provided to the employee by the Department or as otherwise agreed.

iv. The new work location cannot be more than (15) miles away from the prior work location with the following exceptions:

1. Employees assigned to Jail Health may have their work location changed from KCCF to MRJC (and vice-versa).

2. Voluntary permanent work locations.

3. Work location changes between Auburn and Enumclaw (15.6 miles).

v. Alternatively, based on management discretion, the County may fill the staffing need on a permanent basis from the float pool.

vi. Employees selected shall maintain their total workweek hours and pay consistent with their position and FTE status, unless a change is mutually agreed upon by the employee.

D. Process prior to Temporary Change in Work Location. Management may require an employee to change their work location on a temporary basis with the following limitations:

i. Volunteers will first be sought, provided such volunteers are in the same classification at the designated work location or team.

ii. If there are no volunteers, and float pool support is not feasible according to business needs, the selected employee will be provided with ten (10) working days' notice of work location change.

iii. The length of the Temporary Work Location Change shall not exceed one month.

iv. No individual employee will incur more than four (4) Temporary Work Location Changes per calendar year.

v. If an employee has a particular concern, the employee should immediately raise the concern (e.g., childcare arrangements, elder care, transportation or other) with their management who will take this into consideration for informational purposes prior to finalizing the decision.

vi. Employees selected shall maintain their total workweek hours and pay consistent with their position and FTE status.

vii. The limitations described above do not apply to positions which, by their nature, are subject to regular work location variability (e.g., float pool positions etc.).

viii. The new work location cannot be more than (15) miles away from the prior work location with the following exceptions:

1. Employees assigned to Jail Health may have their work location changed from KCCF to MRJC (and vice-versa).

2. Voluntary permanent work location changes.

3. Work location changes between Auburn and Enumclaw (15.6 miles).

Alternatively, based on management discretion, the County may fill the staffing need on a permanent basis from the float pool.

E. Transfers from County departments into Public Health. Employees in County departments may transfer to a position in the same classification, or to a position in a similar classification with the same maximum rate of pay, within the Department of Public Health upon the written request of the Public Health Director and approval by the Department of Human Resources Director or designee.

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

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

G. Other transfers. Within the Department of Public Health, other transfers may be made upon the consent of the Director of the Department Human Resources, or designee, as follows:

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

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

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

iv. Transfer may be made to another similar class within Public Health with the same maximum rate of pay in the Department. The affected employee's status shall be determined in accordance with this Agreement.

Section 17.3. Reduction in Force Process.

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

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

1 **B. Notice.** When the Department determines a reduction in force is anticipated, the
2 Department will provide reasonable notification to the union. The County and Union agree to meet
3 prior to the implementation of the reduction in force for the purpose of discussing possible mitigation
4 strategies.

5 Notice to the career service employee impacted by the reduction in force will occur no less
6 than forty-five (45) calendar days prior to the effective date of the reduction in force. The impacted
7 career service employee will receive written notification of the Department's intent to change or
8 eliminate the employee's FTE. This notice will include the effective date of the change, a description
9 of the employee's reduction in force and layoff/recall rights as provided under the contract and King
10 County policies and procedures; and a list of current vacancies available within the employee's
11 current classification which includes the vacant position's allocated FTE level and work location.
12 The union will be provided a copy of the notice given to the impacted employee.

13 **C. Volunteer RIF.** When a reduction in force is to be initiated, employees may
14 request to be voluntarily laid off if the employee is in the same work unit and classification as the
15 position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off
16 will be placed directly in recall per Section 17.5.

17 **D. Vacancy/Bumping Process.**

18 An employee whose position has been eliminated entirely, will have the option of accepting
19 layoff and entering the recall process (as described in Section 17.5), or resigning employment, or
20 follow the process, based on seniority, for vacancies or bumping as described below:

21 1. The employee will be placed in a vacancy in the same classification and
22 division if they meet the requirements of the position (e.g., language requirement for Medical
23 Interpreter/Translator) at the time the employee is notified about the position elimination. The
24 requirements of a position must be posted in the job description. If two or more RIF impacted
25 employees are interested in the same vacancy, placement will be based on classification seniority.

26 2. If there are no vacancies under step one, the employee will bump, based on
27 classification seniority, the least senior employee in the classification and division if the employee
28 can meet the requirements for the position.

1 3. If there are no less senior employees in same classification and division,
2 then the employee will be placed in a vacancy in the same classification in another division if the
3 employee can meet the requirements for the position. If two or more RIF impacted employees are
4 interested in the same vacancy, placement will be based on classification seniority. The employee
5 placed in a position in another division will serve a Trial Service Period (TSP), as defined in 17.1.F.

6 4. If there are no vacancies in same classification in other divisions, then the
7 employee will bump, based on classification seniority, the least senior employee in the same
8 classification in another division if the employee can meet the requirements for the position. In this
9 case, the employee will serve a Trial Service Period.

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

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

23 7. If there are no vacant positions as described in Step 6, the employee will be
24 placed in a vacant position in a lower classification in another division, provided the employee has
25 previously passed probation in that lower classification and the employee will serve a Trial Service
26 Period. If two or more RIF impacted employees are interested in the same vacancy, placement will
27 be based on contract seniority.

28 8. If there are no vacancies as described in Step 7, then the employee will

bump, based on contract seniority, the least senior employee in a lower classification in another division, provided the bumping employee has previously passed probation in the lower classification and will serve a Trial Service Period.

9. If none of the foregoing opportunities are available, the employee will be placed in recall per Section 17.5.

10. In administering the Vacancy/Bumping Process of this Section 17.3.D., an employee will not be required to be placed or bump into a position of lower FTE level than the position from which the employee is being laid off.

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

Section 17.4. Increase or Reduction of FTE. Where the FTE level for a position is to be increased or decreased, the Initiation and Notice processes will be the same as stated in Section 17.3.A, and 17.3.B. Employees in such positions will be given first right of refusal to the changed FTE level for their position. If they elect not to remain in their position at the new FTE level, then the process set forth in Section 17.3.D. will apply, but only for positions with the same FTE level as that from which the employee was laid off. If there are no placement opportunities in the same FTE level, then the process in Section 17.3.D. will apply, regardless of FTE level.

Section 17.5. Recall.

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

Employees in recall status will be offered vacancies as per Steps 1, 3, 5, and 7 in Section 17.3.D. in that order so that if multiple vacancies are available, then the employee must take the vacancy in the earliest step available (with Step 1 being the earliest, and Step 7 being the latest). An employee in recall status may bump a TLT or temporary employee working in the current classification or any job classification in which they had previously attained career service seniority

1 in the bargaining unit or classification series. Any employee bumping into a TLT or temporary
2 position shall maintain their recall rights under this section and shall continue to accrue seniority and
3 maintain step placement. The recall of an employee into a TLT or temporary position shall not
4 convert such position to a regular, career service position. Recall opportunities will be offered in
5 order of contract seniority.

6 Recall rights shall expire two (2) years from the date of layoff. Refusal to accept re-
7 employment in a position with a lower salary range or with fewer working hours than the employee
8 held at the time of layoff shall not be cause for removal from the recall list. Refusal to accept re-
9 employment in a comparable position (same salary range and same FTE) will result in removal from
10 the recall list. The County will provide career support services, including priority placement benefits,
11 to eligible career service employees who are in receipt of a proposed or final layoff notice.

12 **ARTICLE 18: GENERAL CONDITIONS**

13 **Section 18.1. Registered Sanitarian's Credential.** A full-time regular or part-time regular
14 employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's
15 Credential on or after execution of this Agreement, or who is required by the Department of Public
16 Health to obtain a license, registration, or certificate which was not required at the time of
17 appointment (or as a condition of appointment) to the position, shall have the original cost of the
18 license paid by the County. A full-time regular or part-time regular employee covered by this
19 Agreement who currently holds such a Registered Sanitarian Credential or other eligible
20 license/certification, regardless of when obtained, shall have the annual renewal fee paid by the
21 County; provided, that the employee must be working in a classification relevant to the
22 license/registration/certificate obtained and/or held by said employee. An employee covered by this
23 Agreement, shall also receive regular straight-time salary while taking the examination applicable to
24 the above licenses/registrations/certificates during a normal workday.

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

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

Worker Certification, and Mental Health Counselor Certification.

Section 18.2. Work at Location other than Normal Place of Work.

Whenever an employee covered by this Agreement is temporarily assigned by the Department Director or designee to work, i.e., perform their regular duties, at a location other than their normal place(s) of employment, any additional time, less mealtime, spent traveling to and from the new location, shall be considered part of the workday. Any additional time consumed in this travel, less mealtime, which is outside of the employee's regular working hours, shall be compensated at the applicable overtime rate.

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

Section 18.3. Written Policies and Procedures. Written Public Health policies and procedures addressing working conditions specified in this Agreement for employees covered by this Agreement shall be furnished to the Union.

Section 18.4. Protective Clothing. Consistent with CLA Article 42 The Department of Public Health will provide each employee with required PPE equipment and replace same as needed. The Department will determine what constitutes protective safety wear and the need for protective safety wear based on job assignment. All county-provided PPE, and any uniforms authorized by individual appendices, shall include sizing for all genders and body types.

Section 18.5. Defense Against Claims. At the discretion of the Chief of the Civil Division of the Prosecuting Attorney's Office the County agrees to defend and pay any proper claim against its employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the Department.

Section 18.6. Child Care Subsidy. Employees covered by this Agreement may receive benefits from the County's childcare program if they meet the eligibility requirements.

Section 18.7. Tools. Information System Professionals will be provided the necessary tools (including software) as mutually agreed upon by the employee and management as required to

1 perform the job.

2 **Section 18.8. Picket Lines.** The parties acknowledge that employees covered by this
3 Agreement need carry out their duties irrespective of sanctioned picket lines. However, employees
4 who encounter a sanctioned picket line in the course of their duties and who fear of imminent harm to
5 their health and safety should contact their supervisor for work instructions. In the event of picketing
6 at the employee's regular place of work, Division management and the Union will develop an
7 approach for dealing with the safety concerns of the bargaining unit while ensuring public health
8 operations. When possible, these discussions will take place in advance. **Section 18.9.**

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

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

20 **Section 18.10. Licensing, certification, and security clearance requirements.** All
21 employees must meet applicable licensing and certification requirements as a condition of hire and
22 continued employment. Employees working in positions at detention facilities (e.g., KCCF, MRJC,
23 JDC) must obtain and maintain security clearance for those facilities.

24 **Section 18.11. Certification & Licensure Premiums.** Upon management approval, a
25 bargaining unit employee who is qualified to obtain one or more of the certifications/licenses listed
26 below relevant to their practice area as determined by the County shall receive a premium of fifty
27 dollars (\$50.00) per biweekly pay period while the certification/licenses are current and in good
28 standing. The certification/license premium will be effective the first full pay period after the date a

copy of documentation of certification/licensure is received and approved by the County. An employee is eligible to receive a maximum certification/license premium of fifty (\$50.00) per biweekly pay period regardless of the number of qualifying certifications/licenses the employee may possess. The County may discontinue the premium if the employee is unable to document the certification/license is in good standing or the employee transitions to a different classification or practice area for which the certification/license is no longer relevant to the position as determined by the County. Prior to obtaining a certification/license, the employee will confirm with their manager about whether the certification or license is relevant to their job.

Below represent the board certifications / licenses eligible for the pay premium under this Section:

1. International Board-Certified Lactation Consultant (IBCLC);
2. Board Certification as a Specialist in Pediatric Nutrition (from Commission on Dietetic Registration);
3. Interdisciplinary Specialist Certification in Obesity and Weight Management (from Commission on Dietetic Registration);
4. Certified Diabetes Educator;
5. Licensed Independent Clinical Social Worker (LICSW) or equivalent level of licensure per management; and,
6. Licensed Mental Health Counselor (LMHC) or equivalent level of licensure per management.

Section 18.12. Social Worker Job Assignments.

The Community Health Services Division, and the Parent Child Health (PCH) program staff commit to work with the Social Workers and Public Health Center management teams to maximize social work (non-WIC certification) visits, while balancing this with delivery of WIC program services to ensure client needs are met. Providing robust social work services is aligned with King county's goals of providing high quality patient services, improving financial sustainability of the clinics, and meeting the career goals and interests of King County's Social worker staff.

No more than forty (40) WIC certifications for pregnant, post-partum/breastfeeding, or infant

will be performed by an individual social worker in any given month, unless an exception is agreed to by both the CHS management, and the employee.

Section 18.13. Renewal of Master Social Work Premium Memorandum of Agreement (060U0119). The County and Union acknowledge mutual agreement to continue this Memorandum of Agreement already in effect.

ARTICLE 19: DEFINITIONS

The following define terms used in the collective bargaining agreement. All other words in this Agreement shall have their ordinary and usual meaning except those words that have been defined under K.C.C. 3.12, as amended.

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

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

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

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

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

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

“Probationary employee” means an employee serving a probationary period in a regular career service position. Probationary employees are temporary employees and excluded from career

service under Section 550 of the charter.

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

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

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

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

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

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

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

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

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

6 **“Term-limited temporary position”** means a temporary position with work related to a
7 specific grant, capital improvement project, information systems technology project, or other non-
8 routine, substantial body of work, for a period greater than six months. In determining whether a
9 body of work is appropriate for a term-limited temporary position, the appointing authority will
10 consider the following:

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

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

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

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

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

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

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

7 **g. Regular Pay Status Definition.** "Regular pay status" is defined as hours of work
8 paid at the employee's base hourly rate plus paid time off such as vacation time, holiday time off,
9 compensatory time, and sick leave.

10 **"Preceptor"** means an employee who has been assigned teaching or instructor duties.

11 **ARTICLE 20: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

12 **Section 20.1. Labor-Management Training.** In the spirit of cooperative labor relations, the
13 parties shall meet as soon as is reasonably possible following the signing of the Agreement to
14 develop a training session to inform Department shop stewards and supervisors about the provisions
15 of the Agreement and to determine who shall attend such a training session. It is the intent of the
16 parties that the training session be a simple presentation of one or both parties' view of the contents
17 of this Agreement with emphasis upon the contract changes that occurred during the current round of
18 collective bargaining. Such training shall not require more than one-half (1/2) day and every effort
19 shall be made to accomplish the training in two (2) hours or less. The training session shall be
20 accomplished during Department time at no loss in pay to participants; provided, that no overtime
21 shall be authorized or paid to those employees affected as a result of such participation or travel
22 related to attendance at these meetings. Either party's presentation in this training forum regarding
23 the interpretation or meaning of any contract provision shall not be used in any way by either party to
24 support its argument or position in any grievance, arbitration, or litigation regarding the interpretation
25 or application of this Agreement.

26 **Section 20.2. Labor-Management Meetings.** The County Department and the Union agree
27 to hold Labor-Management meetings as necessary. These meetings will be called upon request of
28 either party to discuss any subject of a general nature affecting employees covered by this agreement.

1 The responsibility for notification will be with the party initiating this process. Representatives of the
2 Department can attend such meetings and shall be able to independently set such meetings with the
3 Union with the concurrence of the Director of the Office of Labor Relations, or designee. The Union
4 shall be permitted to designate bargaining unit employees and/or stewards to assist its staff
5 representatives in such meetings. The purpose of Labor-Management meetings is to deal with
6 matters of general concern to the Union and the Department. It is understood that LMC meetings are
7 consultative and constructive in nature and are not the venue for bargaining, resolving individual
8 issues or for arguing grievances.

9 **Section 20.3. Training.**

10 **A.** The County and the Union agree that training and employee career development
11 can be beneficial to both the County and the affected employees. Training, career development, and
12 educational needs may be identified by both the County and by the employee. The County and the
13 Union recognizes the mutual benefit to be attained by affording training opportunities to employees
14 and shall provide information and access to training opportunities for its employees based on
15 business and operational needs and, within budgeted appropriations. All employees shall have equal
16 access to training opportunities. To this end, the Department will provide employees with a
17 minimum of two (2) days of training per year.

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

22 **ARTICLE 21: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE**

23 Health benefits shall be provided in accordance with the CLA Article 25 and the Total
24 Compensation Agreement, and all respective successor Agreements. The Union and the County agree
25 to incorporate changes to employee insurance benefits which the County may implement as a result
26 of any agreement of the Joint Labor Management Insurance Committee.

ARTICLE 22: RETIREMENT

All employees hired prior to January 1, 1996, shall continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1995; i.e., Seattle City Employees Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be made in accordance with the respectively applicable City ordinance(s), County ordinance(s), or state law. All employees hired after January 1, 1996, shall be covered by the state Public Employee Retirement System, pursuant to applicable County ordinance and state law.

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

ARTICLE 23: CONTRACT REOPENER

Section 23.1. If the Inter-Local Agreement between King County and the City of Seattle is modified during the term of this Agreement and any modifications thereof conflict with an expressed provision of this Agreement, the County and/or the Union may reopen, at any time, this Appendix for negotiations the provisions so affected. The CLA terms are not subject to this reopener.

ARTICLE 24: ENTIRE AGREEMENT

Section 24.1. The Agreement, inclusive of the CLA, expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 24.2. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to bargain with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement.

Section 24.3. If this agreement establishes a condition of employment, benefit or procedure which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King County Code, this agreement shall take precedence with respect to the employees covered by the agreement so long as the condition of employment, benefit or procedure created by this agreement is

lawful.

ARTICLE 25: JOB SHARING

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

Section 25.1. Job Sharing. Job Sharing is a type of alternative scheduling in which two employees of the same job class share the work schedule and duties of a single full-time position. Job Sharing proposals from employees may be considered by the Department when it can be shown that the proposal can be implemented without significant adverse effects on the effectiveness of Department Services. Job Sharing is a voluntary arrangement and may be considered only when no significant extra costs above those of a single full-time employee will be incurred by the Department. Job sharers must be in the same job class.

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

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

C. The Department reserves the right to rescind a Job Share arrangement that has failed to meet the requirements of this Agreement. The employees may elect to terminate the arrangement (including by one of the job sharers resigning) subject to thirty (30) days' notice. If the arrangement is terminated, and there is no agreement regarding who will resign or assume full-time responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job Share arrangement have the option to resign or transfer to an available position. If either partner resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until an acceptable partner is obtained.

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

1 holiday hours of a full-time employee).

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

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

13 **Section 25.2. Application Procedure.**

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

- 17 1. Names of the employees who are requesting a Job Share position;
- 18 2. Position in which the Job Share is desired;
- 19 3. Proposed work schedule for each employee;
- 20 4. Proposed method for allocation and coordination of job responsibilities
21 between the Job Share employees;
- 22 5. Proposed procedures and routines for ensuring the information flow is
23 maintained; and
- 24 6. Proposed division of County insurance benefits.

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

For Professional and Technical Employees, Local 17:

DocuSigned by:

Youssef El Hamawi

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Youssef El Hamawi
Union Representative

DocuSigned by:

Karen Estevenin

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Karen Estevenin
Executive Director

For King County:

DocuSigned by:

James Crowe

CC4A46B18FB9463...

James Crowe
Office of Labor Relations, Executive Office

ADDENDUM A: WAGES

PROTEC 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 Unit – C9</i>			
2110200	211204	Accountant	52
2110100	211103	Accountant - Assistant	46
4200100	421105	Administrative Office Assistant	30
4201100	421205	Administrative Specialist I	35
4201200	421306	Administrative Specialist II	39
4201300	421404	Administrative Specialist III	43
4201400	421503	Administrative Specialist IV	48
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	34
4300200	431306	Customer Service Specialist II	38
4300300	431406	Customer Service Specialist III	42
7303100	733102	Data Administrator	50
4101100	411103	Fiscal Specialist I	35
4101200	411204	Fiscal Specialist II	39
4101300	411303	Fiscal Specialist III	43
4101400	411402	Fiscal Specialist IV	48
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

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
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Health Professional, Technical Unit – C9A

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
3451100	341601	Healthcare Navigator I	39
3451200	341701	Healthcare Navigator II	44
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	57
3425400	343402	Nutrition Consultant II	59
3425100	343102	Nutritionist I	52
3425200	343002	Nutritionist II	56
3320100	333102	Pharmacist	75
3321100	333302	Pharmacy Assistant	30
3320200	333202	Pharmacy Supervisor	79
3321200	333402	Pharmacy Technician	39
3115100	312202	Social Services Specialist	41
3116100	312307	Social Worker	53
3116200	213404	Social Worker - Senior	58

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
3429100	344302	X-Ray Technician	47
315103	3118100	Social Service Professional	53
315203	3118200	Social Service Professional – Senior	57
243107	2441100	Project/Program Manager I	53
234201	2441200	Project/Program Manager II	58
243301	2441300	Project/Program Manager III	63

<i>Public Health Administrative Support Supervisor Bargaining Unit – C9B</i>			
4207100	427102	Public Health Administrative Support Supervisor	55
<i>Environmental Health Professional, Technical Unit – C9C</i>			
5320100	535101	Health and Environmental Inspector	48
5321100	535204	Health and Environmental Investigator I	51
5321200	535301	Health and Environmental Investigator II	58
5321300	535403	Health and Environmental Investigator III	63
5328100	539102	Environmental Public Health Planner I	53
5328200	539202	Environmental Public Health Planner II	58
5328300	539302	Environmental Public Health Planner III	63
5323100	537101	MPRAF – Compliance Officer	58
5314100	532302	Permit Technician	43
<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
<i>Environmental Health Senior Professional Unit – C9F</i>			
5321400	535504	Health and Environmental Investigator IV	68

ADDENDUM B:**DEPARTMENT OF COMMUNITY AND HUMAN SERVICES****INVOLUNTARY COMMITMENT SUPERVISORS**

King County (hereinafter the County) and PROTEC 17 (hereinafter the Union) agree that the collective bargaining agreement between the parties covering employees represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering employees occupying the classification of Involuntary Commitment Supervisor represented by the Union and employed in the Department of Community and Human Services. All of the terms and conditions of the Public Health Appendix 060 will apply to Involuntary Commitment Supervisors in the Department of Community and Human Services, except as set forth in this Addendum or as provided by the Coalition Labor Agreement (CLA). In those provisions of the Public Health agreement that do apply to Community and Human Services Involuntary Commitment Supervisors, the terms "Department" or "Health Department" shall be construed to also mean Department of Community and Human Services.

DCHS TERMS listed below provide specific employment terms to employees in the Involuntary Commitment Supervisor classification only. The following provisions supersede collective bargaining agreement provisions in effect between the Union and County covering employees in the Department of Public Health, Seattle and King County and apply only to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY**Section 7.1. Step Placement and Advancement.**

B. Full-time regular and part-time regular employees shall be granted step increases in salary rate upon completion of the probationary period when hired at the first step of the salary range. Succeeding step increases shall be granted on January 1 of each year. Term limited Temporary employees shall receive annual step increases from the date of hire.

ARTICLE 10: HOLIDAYS

Section 10.1. Holidays shall be provided in accordance with the terms set forth in the CLA Article 10, except as modified below:

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

ARTICLE 15: HOURS OF WORK

Section 15.1. Work Week.

A. All full-time employees allocated into an FLSA-exempt position shall have a core work schedule of forty (40) hours per week.

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

C. After the ratification date of September 5th, 2025, the County and Union agree convene to define the workload associated with on call rotations. The parties agree to define this workload by January 1st, 2026 unless the parties mutually agreed to extend.

ARTICLE 16: OVERTIME

Section 16.6. FLSA Exempt Employees Provision. Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

ARTICLE 17: TRANSFER, VOLUNTARY REDUCTION, LAYOFF PRIORITY

Section 17.1. Layoff/Recall

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

- 1.** The average of the less senior employee's evaluation scores from the prior

three full-year evaluations is more than 10% above the score of another employee within the classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by 10%.)

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

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

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

ARTICLE 18: GENERAL CONDITIONS

Section 18.1. Defense Against Claims. In accordance with applicable provisions in the King County Code, the County agrees to defend and pay any proper claim against its employees in connection with any claims for damage and/or litigation arising from conduct, acts or omissions of such employees in the scope and course of their employment with the Department.

ARTICLE 20: LABOR-MANAGEMENT COMMITTEE AND TRAINING

Section 20.1. Training

A. The County recognizes the mutual benefit to be attained by affording training opportunities to employees and shall provide information and access to training opportunities for its employees, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their personal capabilities in performance of specific tasks. Employees shall have equal access to training

opportunities and five (5) days of training per year will be provided.

ADDENDUM C
DEPARTMENT OF PUBLIC HEALTH
SHARE STAFFING AGREEMENT

Purpose:

The Shared Staffing model concept is designed to expand and improve patient access to staff and services in all programs across the Community Health Services, help address the trend of declining patient visits, and support service delivery.

Agreement:

1. Scope. The terms of the Shared Staffing Agreement (the Agreement) shall apply to staff working in the Community Health Services (CHS) Division of Public Health. The parties agree the intent of the Agreement is to develop new staff employment rules regarding program staffing, transfers, and work schedule changes intended to govern over collective bargaining agreements where overlap exists. The agreement applies to all classifications working in or supporting these programs in the Community Health Services.

1. Implementation.

Check-Ins and Updates. CHS or labor may request to meet to share information or discuss concerns. The County may also present necessary updates to Table B due to organizational changes or service delivery needs. Updated versions of Table B will first be shared with labor prior to implementation, and upon request by the Union, the parties will meet to bargain the impact of the change.

2. Site orientation. Each site will develop/streamline the process to orient and train staff new to their site. The orientation will ensure that staff badges are operational at the sister site, and that access to network, and any necessary software (e.g. EHR software and WIC software) are operational. Further orientation may include site flow/layout, site-specific processes, location of client resources for site, and a designated point person for the first day on site to address any questions that might arise. The supervisor and manager will assure this training occurs, and does not become burdensome for individual staff. Reasonable time will be dedicated to ensure adequate time

for such orientation. Re-orientations will be offered upon staff request and when Transfers are infrequent.

3. Employee Worksite Transfers/Schedule Changes.

a. Tables. The Transfer Table (Table A) shall provide the terms for worksite transfers and schedule changes. The Shared Staffing Configuration Table (Table B) shall provide definitions of the shared staffing regional groups (i.e., Sister Sites). The term “Transfer” is intended to include both work site changes, and possibly work schedule changes for purposes of this Agreement.

b. Exclusions: Probationary employees are excluded from Transfers under this Agreement.

c. Transfer Frequency/Duration. Transfers will occur in full workday increments, unless mutually agreed otherwise by staff and manager. Short-Term, Long-Term, and Permanent Transfers may or may not occur on consecutive days. Transfers may be certain days per week or occasional coverage (e.g., one day every other week). Whenever possible given operational needs and patient care requirements, the County will provide the option to do the work remotely from the employee’s base site.

d. Next Day Transfers. Management will consider employee circumstances (e.g., childcare), in particular when issuing Next-Day Transfers, including schedule adjustments such as approval of employee flex time and change in length of lunch period.

e. Travel Time. Transfers shall require employees to direct report, with no pay for travel or mileage, except for Same Day Transfers. Travel time for Same Day Transfers shall be paid from home site to alternative work site and return to home site, unless otherwise agreed upon by the employee. Staff transferred Same Day may utilize a county car if available or receive mileage reimbursement if using a personal vehicle.

f. Part-Time Program Participants. Staff participating in the CHS Part-Time Employment Program will maintain their day(s) off for Same Day, Next Day, Short-Term Transfers and Long-Term Transfers. Depending on need, Permanent Transfers may require revising status and/or day(s) off.

g. Transfers initiated under this agreement shall not be subject to Article 17 of Appendix 60. (*This document supersedes transfer/schedule language in relevant CBAs.*)

4. Transfer Selection Process. When site Transfers are necessary, site management teams will follow the staffing coverage process below to determine who is available and who is capable to best meet the site needs given home site workloads. Once it has been determined that Shared Staffing is necessary, management will engage with employees that may Transfer to join the discussion.

a. Supervisor of Record: The supervisor at the home site will be the supervisor of record during the Transfer. Management will assess the type of appointments/clients or other work for which coverage is needed, which will inform what classification type of staff person is needed at the sister site (clinic receiving staff). Similarly, the type of appointments/clients/personnel at the home site (clinic sending staff), may inform what type of staff can be shared, and what type of staff need to remain at the home site The following staffing process shall be used to meet coverage needs:

i. Float (Career Service and TLT)

ii. Voluntary Transfer based on seniority

iii. Involuntary Transfer: rotating, based on inverse seniority

iv. Alternative staffing (e.g., STT float)

b. Transfer List. Each site shall maintain a log, of employee transfers.

c. Selection. Site management shall have discretion when necessary to deviate from the order on the list to best meet the requested coverage site needs (for example, sister site is unable to accommodate a disability on short notice) given existing workloads and staffing issues Such discretion will not be exercised in a capricious manner.

d. Rotation. All Involuntary Transfers shall result in the employee subject to Involuntary Transfer being rotated to the bottom of the rotation at the conclusion of their Transfer. If the staff member at the top of the rotation is on vacation or sick leave, they will be skipped, but remain on top of the rotation.

e. Notice. The supervisor/manager will send confirmation of the Transfer to the employee via email as the final step in the process. (See Table A.)

1 **f. Scheduled leaves.** No previously approved vacation or sick leave will be revoked due
2 to a proposed Transfer, unless mutually agreed. No employee will be required to take vacation to
3 account for a work hours scheduling deficit due to the Transfer.

4 **Staff Concerns with Transfer to a Particular Site.** If an employee has concerns about
5 being transferred to a particular site, the staff member should immediately raise the concern with
6 their Supervisor or Area Manager, who will take this into consideration.

7 The parties acknowledge that the Shared Staffing Agreement (the Agreement) provides for
8 involuntary transfers through inverse seniority among those employees in the identified
9 classification(s) at the home site (Section 4.a). The parties acknowledge that the Agreement also
10 provides for site management to deviate from strict seniority to best meet site needs (Section 4.c).
11 The County will, whenever possible, utilize seniority when implementing involuntary transfers.
12 When the County determines that site needs cannot best be met by utilizing seniority, the County will
13 notify the impacted employee(s) and provide the business reason for the deviation from strict
14 seniority.