

**Coalition Labor Agreement (CLA) - Appendix for 070**  
**Agreement Between King County**  
**And**  
**Washington State Council of County and City Employees, Council 2, Local 21HD**  
**Department of Public Health**

**Table of Contents**

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT ..... 1

ARTICLE 2: RECOGNITION ..... 1

ARTICLE 3: MANAGEMENT RIGHTS ..... 1

ARTICLE 4: WORK STOPPAGES..... 2

ARTICLE 5: PAY ADMINISTRATION..... 2

ARTICLE 6: VACATION ADMINISTRATION ..... 3

ARTICLE 7: HOLIDAY ADMINISTRATION ..... 4

ARTICLE 8: SICK LEAVE INCREMENTS AND INDUSTRIAL INJURY ..... 4

ARTICLE 9: LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY ..... 5

ARTICLE 10: UNION REPRESENTATIVES..... 6

ARTICLE 11: TRAINING POSITION..... 7

ARTICLE 12: HOURS OF WORK AND OVERTIME ..... 7

ARTICLE 13: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF..... 11

ARTICLE 14: SAFETY STANDARDS ..... 16

ARTICLE 15: GENERAL CONDITIONS ..... 16

ARTICLE 16: PROBATIONARY PERIOD..... 18

ARTICLE 17: LABOR-MANAGEMENT MEETINGS ..... 19

ARTICLE 18: SUBORDINATION OF AGREEMENT..... 20

ARTICLE 19: WAIVER AND COMPLETE AGREEMENT..... 20

ADDENDUM A: WAGE RANGES ..... 22

ADDENDUM B: MOU DISPOSITION .....23

**PREAMBLE**

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

**ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

The Coalition Labor Agreement (CLA) shall apply to the individual bargaining unit's employees as follows:

**Section 1.1.** The Preamble in its entirety

**Section 1.2.** All superseding and non-superseding provision, unless otherwise noted in the CLA or in this Appendix.

**ARTICLE 2: RECOGNITION**

**Section 2.1.** The County hereby recognizes the Union as the exclusive collective bargaining representative of Department of Public Health employees whose job classifications are listed in the attached Wage Addendum A.

**ARTICLE 3: MANAGEMENT RIGHTS**

**Section 3.1.** The right to hire, appoint, promote, discipline 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 Health Department retains its right to manage and operate its divisions except as may be limited by an express provision of this Agreement.

**Section 3.2.** Delivery of health services in the most efficient, effective, and courteous manner is of paramount importance to the County 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,

1 or automated methods or equipment, and the assignment of employees to specific jobs within the  
2 bargaining unit.

3 **Section 3.3.** The Union recognizes the County's and the Department's right to establish  
4 and/or revise the Department's performance evaluation system. Such system may be used to  
5 determine acceptable performance levels, prepare work schedules, and to measure the performance of  
6 each employee or group of employees.

7 **Section 3.4. Payroll Reopener Language.** The parties agree that applicable provisions of  
8 the collective bargaining agreement may be re-opened at any time during the life of this agreement by  
9 the County for the purpose of negotiating these standardized pay practices, to the extent required by  
10 law.

#### 11 12 **ARTICLE 4: WORK STOPPAGES**

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

#### 24 25 **ARTICLE 5: PAY ADMINISTRATION**

##### 26 **Section 5.1. Compensation.**

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

**B. Step Increases:**

**1. Salary increases upon completion of Probation.** Career service employees may receive within-range increases from one step to the next higher step upon satisfactory completion of the at least 6-month probationary period. All probationary period pay increases must be supported by documented performance appraisals. Probationary period pay increases exceeding Step 5 must have prior written approvals by the Division Director.

**2. Regular Step Increases.** Career service employee step increases shall be granted on January 1st of each year.

**Section 5.2. Short-term Temporary Employees (STT).**

**A.** STT employees shall be paid for all hours worked at the first pay step of the hourly rate of pay set forth within Addendum A covering the classification of work in which they are employed. Any exception must be approved in writing by the Director of Public Health with notice to the Union.

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

**C.** STT employees and term-limited temporary employees who have worked in excess of 520 hours compensated at the base hourly rate of pay within the previous twelve-month period, and who are appointed to a career service position without a break in service shall have their time worked within the previous twelve-month period counted for purposes of salary step placement.

**ARTICLE 6: VACATION ADMINISTRATION**

Vacation benefits shall be accrued biweekly and may be used in one-hour increments.

## **ARTICLE 7: HOLIDAY ADMINISTRATION**

### **Section 7.1. Holiday Pay.**

Holiday pay shall be administered in accordance with Article 10 of the CLA, unless otherwise specified in this Article.

**Observing a holiday on a regularly scheduled workday:** Compensation for observing a holiday on a regularly scheduled workday will follow CLA Article 10.3.

**Working on a holiday:** When an employee works on a holiday that employee must choose between eight (8) hours of holiday pay and eight (8) hours of compensatory time earned at their regular straight time rate. In addition, time spent working on a holiday will be compensated at one and one half (1.5) the hourly rate. Employees not scheduled to work, who work on a holiday may opt for compensatory time for actual hours worked at one and one half (1.5) times the hours worked.

**Not Working:** When a holiday falls on an employee's regularly scheduled day off, the employee will choose to be compensated via one of the following options:

1. Eight (8) hours of holiday pay at the straight time rate in the same pay period.
2. An alternate paid day off (preferably within the pay period of the actual holiday), jointly scheduled with their supervisor.
3. Eight (8) hours of compensatory time.

**Section 7.2. Compensatory time earned via holiday compensation.** Employees who earn compensatory time under this Article will not be required to take the time within 30 days. Otherwise, the compensatory time will be subject to all of the same provisions as compensatory time contained throughout this Agreement.

**Section 7.3.** Compensatory time earned under this Article will be subject to all of the same provisions as compensatory time contained throughout this Agreement.

## **ARTICLE 8: SICK LEAVE INCREMENTS AND INDUSTRIAL INJURY**

**Section 8.1.** Sick Leave benefits shall be used in one-quarter-hour increments.

**Section 8.2. Industrial Injuries and Benefits.** 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.

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

B. Employees injured on the job cannot simultaneously collect sick leave and workers compensation payments greater than net pay of the employee. Administrative rules will be established to allow for payments equal to net regular pay of employees qualifying under workers compensation.

## **ARTICLE 9. LIMITED DUTY ASSIGNMENT DUE TO PREGNANCY**

**Section 9.1.** It is the policy of the County to recognize that pregnancy is a normal event in a person's life and that provisions shall be made to provide all such employees (full-time regular or part-time regular) the opportunity to continue to participate in the work force during and up to three (3) months after a pregnancy.

**Section 9.2.** An employee, who upon the advice of their physician, cannot safely perform all of the normal duties of the job due to pregnancy and who indicates a desire to continue working prior to taking sick or maternity leave for which the employee may otherwise be eligible, shall upon concurrence of the Division Director receive consideration for temporary reassignment. The Division shall, where reasonably possible, accommodate an employee's desire for medically approved continued employment during pregnancy and up to three (3) months thereafter via one (1) or more of the three (3) alternatives listed. The first alternative shall have preference and assignments and/or reassignments shall be given within an employee's division where possible. The Division, in consultation with the Department of Human Resources, shall be responsible for coordination of the following limited duty alternatives:

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

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

1 C. Only if the Division Director concurs that an employee cannot reasonably be  
2 accommodated by paragraphs Section 2.A or B in this Article, temporary reassignment of the  
3 employee can be made to another classification for which the employee is qualified but with lesser  
4 pay, to be assigned at the pay step closest to that which the employee was receiving in their normal  
5 job classification.

6 **Section 9.3. Limitations.**

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

10 B. For the purposes of this Article, temporary incapacity is defined as the period  
11 during which because of pregnancy the employee cannot perform all of their regular duties but is  
12 capable of performing a temporary limited duty assignment provided by the County as listed in  
13 Section 2 of this Article and, for purposes of this Appendix, in no instance shall such temporary  
14 incapacity extend more than three (3) months after termination of the pregnancy.

15 C. Employees shall continue to be eligible for paid accrued vacation and sick leave  
16 and leave of absence without pay pursuant to the personnel rules and provisions of this Appendix  
17 during the period of temporary incapacity due to pregnancy and/or a pregnancy related condition.  
18

19 **ARTICLE 10: UNION REPRESENTATIVES**

20 **Section 10.1.** The Staff Representative of the Union may, after notifying the Division  
21 Director and/or Supervisor, visit the work location of employees covered by this Appendix at any  
22 reasonable time for the purpose of administering this Agreement. Such representative shall limit their  
23 activities during such visits to matters relating to the CLA and this Appendix. Department work  
24 hours shall not be used by employees or Union representatives for the conduct of Union business or  
25 the promotion of Union affairs.

26 **Section 10.2.** The County agrees that during working hours, on the County's premises, duly  
27 authorized employee representatives of the Union shall be allowed to post and distribute Union  
28 notices, attend authorized negotiations, joint labor management committee meetings, participate in

contract administration meetings and present a packet of Union information to new bargaining unit members, with the prior or standing approval of management.

#### **ARTICLE 11: TRAINING POSITION**

##### **Section 11.1. Training Position.**

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

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

**Section 11.2.** Employees covered by this Appendix may be temporarily assigned to perform the duties of a lower classification without a reduction in pay.

#### **ARTICLE 12: HOURS OF WORK AND OVERTIME**

**Section 12.1.** Eight (8) hours shall constitute a normal day's work and five (5) consecutive days a normal week's work.

**Section 12.2. Alternative Work Schedules.** It is hereby agreed that the Division may, notwithstanding Section 1 of this Article, upon notice to the Union, agree to a 4/10 or other alternative work schedules affecting employees covered by this Appendix, subject to such terms and conditions as established by the Division and pursuant to the County's Alternative Work Schedule policy. 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 work week. Examples of alternative work schedules include but are not limited to:

- 4/10-hour workdays
- 9/8-off alternating work week schedule. (The record keeping timesheet 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 hours or a day off.).



- Employee participation shall be on a voluntary basis;
- The department retains the right to modify or revoke such schedule. When operationally feasible, the department will provide the employee at least thirty (30) days' notice prior to such change.

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

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

**Section 12.3.** Employees covered by this Agreement shall be provided a fifteen (15)-minute rest period during each half of their workday.

**Section 12.4.** Employees covered by this Agreement shall be provided an uncompensated mealtime which shall not exceed one (1) hour.

**Section 12.5. Overtime.** All work performed in excess of forty (40) hours in any work week or in excess of the employee's regularly scheduled shift of not less than eight (8) hours shall be considered as overtime and shall be paid for at the contractual overtime rate.

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 plus any applicable pay premiums in effect at the time the overtime is worked (known as "time and one half"). 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.

Hours worked in the workday and workweek shall be considered when calculating hours for determining when an employee is eligible for overtime that is paid at the contractual overtime rate as defined above. "Hours worked" shall include the following:

- Vacation when such vacations are preapproved and prescheduled; and
- Mandatory training for employees who are ordered to attend training on a particular date/time when such training cannot be rescheduled to a non-overtime period.

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

**Section 12.6.** For employees covered by this Agreement, overtime shall be paid at either the

1 applicable contractual overtime rate or by request of the employee, by compensatory time at the  
2 applicable contractual overtime rate and in such a manner so as not to conflict with the Fair Labor  
3 Standards Act (FLSA). In no event shall compensatory time taken apply toward the FLSA  
4 workweek. Compensatory time may be banked to not exceed a total of 80 hours at any one-time and  
5 must be used by December 31st of the calendar year in which it was earned. Any remaining balance  
6 at the end of the pay period including December 31 will be cashed out, unless the employee has been  
7 approved to carryover no more than 40 hours of compensatory time and, if so, the carryover must be  
8 used by March 31 or it will be cashed out.

9 **Section 12.7. Emergency Call Back.** An employee covered by this Agreement who is called  
10 back to work after completion of their regular shift or work week shall be granted at least the  
11 equivalent of two (2) hours' pay at the applicable overtime rates.

12 **Section 12.8. Meal Reimbursement ( career service).**

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

21 **B.** The Department shall not reimburse for the cost of alcoholic beverages nor should  
22 any be purchased during work hours.

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

25 **D.** When a career service employee is called out in an emergency to work two (2)  
26 hours or longer of unscheduled overtime immediately prior to their normal work shift, said employee  
27 shall be eligible for meal reimbursement pursuant to this Section. Any time spent consuming a meal  
28 during working hours shall be without compensation.

**Section 12.9. Court appearance standby.** Psychiatric evaluation Specialist (PES)

employees who are required to “stand by” for court appearances shall be compensated at a rate of fifty (50) percent of their base hourly rate of pay for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease, and the callback provision outlined in CLA Article 43 shall apply when the employee reports to court if the report time meets the conditions described therein. If the standby employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate as provided in this section.

**Section 12.10. Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels.**

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

**Section 12.11. Psychiatric Evaluation Specialist (PES) Master Schedule.**

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

**a. Bid Process.**

When a Psychiatric Evaluation Specialist position becomes vacant or new positions are created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days off of the position by seniority as defined in Article 13, Section 1.A.

## **ARTICLE 13: TRANSFER, VOLUNTARY REDUCTION, AND LAYOFF**

**Section 13.1. Definitions.** The following definitions shall apply for the purposes of administering this Article.

**A. Seniority** is defined as total unbroken service in the same job classification or classification series as measured by hire date in present job classification. Time served as a Temporary Employee (as calculated by the Union) shall count toward seniority if there is no break in service when hired into a career service position in the same job classification. A break in service is a voluntary quit, retirement or termination for just cause. Authorized paid and unpaid leaves of absence are not breaks in service; however, seniority will not continue to accrue after an unpaid leave exceeds thirty (30) consecutive days. Employees who transfer, promote, or are reclassified to a different bargaining unit job classification without a break shall retain accrued seniority in the previous classification and begin to accrue seniority in the new classification from the date of the probationary appointment or the effective date of reclassification. Employees who leave employment as a result of layoff may retain accrued seniority when they return to employment within two (2) years of layoff. Employees that incur a break in service as of greater than two (2) years and who return to a bargaining unit position begin anew their classification and classification series seniority.

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

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

layoff/reduction in force situation.

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

## **Section 13.2. Transfer.**

**A.** The transfer of an employee shall not constitute a promotion.

**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. 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.

**C. Transfers from County departments into Public Health.** Employees in County departments may transfer, if qualified, 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 approval from the Public Health Director.

**D. Transfers from Public Health to County departments.** Any transfer from a position in Public Health to a position in the same or similar classification 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.

**E. Other transfers.** Within the Department of Public Health, other transfers may be made upon the approval of the Public Health Director, or their designee, as follows:

**1.** Transfer to another classification 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 the transferee is capable of satisfactorily performing the duties of the new position.

**2.** Transfer, in lieu of layoff, may be made to a single position in another

1 classification in the Department upon showing that the transferee is capable of satisfactorily  
2 performing the duties of the position, and that a career service employee or probationer is not  
3 displaced. The affected employee shall complete a probationary period in the new classification.

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

7                   **Section 13.3. Voluntary Reduction.**

8                   A. A career service employee may be reduced to a lower classification upon written  
9 request stating the employee's reasons for such demotion, if the request is concurred with by the  
10 Division Director and is approved by the Public Health Director, or designee. Such reduction shall  
11 not displace any career service employee or probationer.

12                   B. The employee so reduced shall be entitled to credit for previous career service in  
13 the lower classification and to other service credit in accordance with this Article. Upon a showing,  
14 that the reason for such voluntary reduction no longer exists, the, Public Health Director, or  
15 designee, may restore the employee to their former status.

16                   **Section 13.4. Notice of Anticipated Position Elimination/Change of FTE.**

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

18                   A. When the Department determines there is a need to eliminate, reduce, or increase  
19 the working hours of existing filled positions (change in FTE), the Department shall identify by job  
20 classification and work site which position(s) are to be eliminated, decreased, or increased. The  
21 Department agrees to notify the Union and employee at least thirty (30) days in advance, in writing,  
22 of any anticipated change in filled FTE. The Department will provide the following information to  
23 the Union at least thirty (30) days in advance: the names, classification, and seniority information of  
24 employees effected by a change in filled FTE; a seniority list for the classification impacted and a list  
25 of all vacant positions, that the Division intends to fill, within the classification; and a list of all  
26 probationary, TLT, Temporary and any other provisional positions within the classification. The  
27 Department will hold the relevant positions frozen until the entire process has been completed.

28                   B. An incumbent employee in a position impacted by a change in FTE shall be

1 notified by the Division at least thirty (30) calendar days prior to the effective date of the change.

2 The notice will include information about the options provided in this Section. A copy of the notice  
3 will be provided to the Union. The employee shall be allowed fourteen (14) calendar days to elect  
4 one of the following options:

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

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

14                               3. The employee may displace (bump) the least senior employee in the same  
15 job classification and equally budgeted FTE that does not result in a layoff. If an equally budgeted  
16 FTE position does not exist, then the employee may displace (bump) the least senior employee in the  
17 job classification with the most equivalent FTE or may bump the least senior employee in the  
18 classification.

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

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

25                               C. When the Department determines to eliminate, reduce, or increase the hours of  
26 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty (30)  
27 calendar days prior to the effective date. The notice will include information about the options  
28 provided in Article 13, Section 4(B). A copy of the notice will be provided to the Union. The

employees shall be allowed fourteen calendar days to select their options under Article 13, Section 4(B) using the following procedure:

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

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

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

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

#### **Section 13.5. Layoff.**

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

Reduction of hours of any position covered under this agreement will be considered a layoff and subject to the provisions of this section. Career service employees with the least amount of seniority shall be the first laid off and receive a layoff notice; however, in the event of two (2) career service employees having the same seniority, ability and skill shall be the determining factor on retention. A career service employee designated for layoff within a specific classification may, on the basis of seniority, bump the least senior employee (regardless of FTE status), in any job



1 classification previously worked in the bargaining unit or classification series, provided that a  
2 successful probationary period has been completed in that classification or displace a Term Limited  
3 Temporary (TLT) employee or temporary employee working in the current classification or any job  
4 classification previously worked in the bargaining unit or classification series. Any career service  
5 employee employee bumping into a TLT or temporary position shall maintain their layoff/recall  
6 rights pursuant to Section C below and shall continue to accrue seniority and maintain step  
7 placement. The transfer of a career service employee into a TLT or temporary position shall not  
8 convert such position to a career service position.

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

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

#### 17 18 **ARTICLE 14: SAFETY STANDARDS**

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

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

#### 23 24 **ARTICLE 15: GENERAL CONDITIONS**

25           **Section 15.1.** Whenever an employee covered by this Appendix is temporarily assigned by  
26 the Department Director or designee to work, i.e., perform their regular duties, at a location other  
27 than the employee's normal place(s) of employment, any time, less mealtime, spent in traveling to  
28 and from the new location, shall be considered part of the workday. Any time spent in this travel,

1 less mealtime, which is outside of the employee's regular working hours, shall be compensated at the  
2 applicable overtime rate.

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

6 **Section 15.2.** Psychiatric Evaluation Specialists may request materials relating to corrective  
7 counseling be removed from the employee's file after a twenty-four (24) month period unless another  
8 act of misconduct has been committed during the twenty-four (24) month period.

9 **Section 15.3. License/Certification:** Psychiatric Evaluation Specialists who are required to  
10 be licensed or certified as a condition of employment will have their license renewal fees reimbursed  
11 by the Division.

12 **Section 15.4.** The County shall not use short term temporary to supplant career service  
13 positions in the bargaining unit.

14 **Section 15.5.** Where those duties covered by this Agreement are assigned to a different or  
15 new classification in the Department, the Union will continue to be recognized as exclusive  
16 bargaining representative for those duties. Any disagreement between the parties over the application  
17 of this section shall be processed and settled pursuant to RCW 41.56, WAC 391-35.

18 **Section 15.6.** The Department may establish on-the-job training program(s) in a different  
19 classification and/or within another bargaining unit for the purpose of providing individuals an  
20 opportunity to compete and potentially move laterally and/or upward into new career fields. Prior to  
21 implementation of such a program(s) relative to bargaining unit employees, the Department shall  
22 discuss the program(s) with the Union and the issue of bargaining unit jurisdiction and/or salary shall  
23 be a proper subject for negotiations at that time upon the request of either party.

24 **Section 15.7. Training.** The County recognizes the importance and value of providing  
25 training opportunities. To that end, the department will continue to make every effort to allow  
26 employees reasonable release time to attend training sessions and seminars in their field. In addition,  
27 the department will continue to explore methods of providing training sessions and presentations in-  
28

house to bargaining unit employees. Employees shall be entitled to a minimum of three (3) days of paid leave time annually for the purpose of attending training that is job related.

**Section 15.8.** The Division/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 Appendix. Where such implementation or expansion involves bargaining unit work and results in a significant departure from existing practice, the Division shall give thirty (30) days' advance written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the Division 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 Division, beyond what has traditionally existed, shall not be the cause of (1) a layoff of career service employees covered by this Appendix, or (2) the abrogation of a career service budgeted full-time position covered by this Appendix which recently had been occupied by a career service full-time employee that performed the specific bargaining unit work now being or about to be performed by an individual under one of the Division's public employment programs.

## **ARTICLE 16: PROBATIONARY PERIOD**

**Section 16.1.** The following shall define terms used in this Article:

**Probationary employee** means a newly hired employee serving a probationary evaluation period in an at will position.

**Probationary period.** There shall be a probationary period during which time a probationary employee shall be evaluated by the appointing authority to determine qualification for entry into the career service. The probationary period shall be determined by the Division Director or designee, but shall be not less than 6 months and no longer than 12 months, and shall be served by those employees who have been newly-hired, demoted to a classification where a probationary period has not been served, reinstated to a classification where a probationary period has not been served or transferred to a classification where a probationary period has not been served, reemployed, or promoted (except as a result of reclassification). An employee's probationary period may be

extended up to six (6) additional months by written mutual agreement between the Department, the employee, and the Union, subject to approval by the Department of Public Health or designee prior to the expiration of the initial six (6)-month probationary period.

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

**Section 16.2.** A TLT employee who accepts a career service position may, at the discretion of the Division Director or designee, count all continuous employment in the same position or performing the same work toward satisfying the probationary period requirement.

**Section 16.3. Absences During Probation.** Occasional absences due to illness, vacations, and military leaves shall not result in an extension of the probationary period, but upon approval of the Division Director, an employee's probationary period may be extended so as to include the equivalent of a full six to twelve months of actual service where there are numerous absences.

**Section 16.4. Reversion Right.** If the Division determines that the employee will not complete the probation period for a position to which the employee has promoted, demoted to a classification where a probationary period has not been served, reinstated to a classification where a probationary period has not been served or transferred to a classification where a probationary period has not been served, or if the employee chooses not to complete this probation period, the employee is eligible to return (revert) to the former position (or equivalent) if there is a vacancy. However, other employees will not be removed to create a vacancy for the employee. If the employee's former position is not available, the employee will be terminated from employment and their name will be placed on a bargaining unit recall list for a period of two years from the date of termination. Employees refusing placement to a position under this article in the same classification and FTE shall forfeit their recall rights arising under this section.

## **ARTICLE 17: LABOR-MANAGEMENT MEETINGS**

The Division and the Union agree to hold Labor/Management meetings on a scheduled basis to discuss any subject of a general nature concerning and affecting employees covered by this

Appendix, including but not limited to safety issues. It is understood that topics of specific active grievances and engaging in bargaining will not occur in the Committee. These meetings are consultative in nature.

Labor and Management will meet jointly to establish ground rules and operating rules, including participant numbers and classifications, of the committee. Facilitation from ADR will be an option pending their availability.

## **ARTICLE 18: SUBORDINATION OF AGREEMENT**

**Section 18.1.** It is understood that the parties hereto and the employees of the Department are governed by the provisions of applicable federal law and state law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

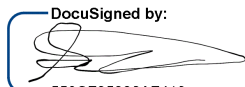
**Section 18.2.** It is also understood that the parties hereto and the employees of the Department are governed by applicable County Ordinance and County Charter and said ordinances and charters are paramount except where they conflict with the expressed provisions of this Agreement.

## **ARTICLE 19: WAIVER AND COMPLETE AGREEMENT**

**19.1. Waiver.** The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings in effect prior to the effective date of this Agreement are deemed null and void with the effective date of this Agreement.

**19.2. Modifications.** For the duration of this Agreement, the County and the Union may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the terms of this Agreement. No modification will become effective without a written agreement, signed by both the County and the Union(s) that defines the specifics of the modification.

For Washington State Council of County and  
City Employees, Council 2, Local 21HD:

DocuSigned by:  


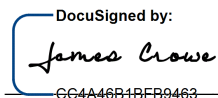
Suzette Dickerson  
Staff Representative

For Washington State Council of County and  
City Employees, Council 2, Local 21HD:

Signed by:  


Daniel Casey  
Local 21 HD President

For King County:

DocuSigned by:  


James Crowe, Senior Labor Relations Negotiator  
Office of Labor Relations, Executive Office

**cba Code: 070****Union Codes: D1  
D1A**

**ADDENDUM A**  
**WAGE RANGES**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
7500100	758101	Disease Research and Intervention Specialist	49*
7513100	751302	Epidemiologist I	58*
7513200	751402	Epidemiologist II	63*
3113100	311602	Psychiatric Evaluation Specialist	61
3113300	311901	Psychiatric Evaluation Specialist - Senior	65
7513600	751602	Social Research Scientist	63
7520300	752306	Environmental Scientist III	64
2713200	274503	Data Engineer	67
2714100	274703	Evaluator - Senior	68
2712200	274202	Human Services Data Scientist	67
All salary ranges are on the King County Squared Table Salary Schedule.			

\* The County will continue to update the Union on progress related to the classification review of the Epidemiologist series and Disease Research and Intervention Specialist series and will bargain the impact of any proposed changes to either series, including accretion into the bargaining unit if appropriate.

## ADDENDUM B

### Regarding the disposition of outstanding MOUs and settlement agreements

**060&070U0118, Dept PH response to HIV outbreak.** This Agreement is still active.

**070U0124, Bilingual premium clarification.** The parties acknowledge that this Agreement has been fully implemented. Language will be incorporated into appendix. This Agreement has expired.

**070VR0124, Human Services Data Scientist accretion.** The parties acknowledge that this Agreement has been fully implemented. Language will be incorporated into appendix. This Agreement has expired.

**070VR0224, Data Engineer, Evaluator Senior accretion.** The parties acknowledge that this Agreement has been fully implemented. Language will be incorporated into appendix. This Agreement has expired.

**070E0124 separation agreement.** The parties acknowledge that this Agreement has been fully implemented. This Agreement has expired.

**070E0224 last chance agreement.** The parties acknowledge that this Agreement is active and has not expired.