

**Master Labor Agreement (MLA) - Appendix 19
 Agreement Between King County
 And
 Office & Professional Employees International Union, Local 8
 Dental - Department of Public Health
 [037]**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PREAMBLE 1
 PURPOSE 1
 ARTICLE 1: UNION MANAGEMENT RELATIONS 1
 ARTICLE 2: DEFINITIONS 4
 ARTICLE 3: NON-DISCRIMINATION 6
 ARTICLE 4: EMPLOYMENT PRACTICES 7
 ARTICLE 5: HOURS OF WORK 11
 ARTICLE 6: HOLIDAYS 14
 ARTICLE 7: VACATION 15
 ARTICLE 8: SICK LEAVE 15
 ARTICLE 9: RATES OF PAY 16
 ARTICLE 10: LEAVES OF ABSENCE 17
 ARTICLE 11: DISPUTE RESOLUTION PROCEDURE 19
 ARTICLE 12: MEDICAL, DENTAL, AND LIFE INSURANCE BENEFITS 20
 ARTICLE 13: HEALTH AND SAFETY 20
 ARTICLE 14: REDUCTION IN FORCE AND CHANGE IN FTE 20
 ARTICLE 15: EDUCATION AND TRAINING 23
 ARTICLE 16: MISCELLANEOUS 24
 ARTICLE 17: MANAGEMENT RIGHTS 25
 ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION 26
 ARTICLE 19: DURATION 27
 ADDENDUM A: WAGES 28

1 **PREAMBLE**

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

8 **PURPOSE**

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

16 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

17 ***Section 1.1. Union Recognition:*** The Employer agrees to recognize the Union as the sole
18 collective bargaining agent for all full-time regular, part-time regular, and temporary Dental
19 Assistants, and Dental Hygienists employed by the Health Department, as referenced in the attached
20 wage schedule marked "Addendum A," excluding all supervisory and confidential employees.

21 ***Section 1.2. Union Coverage:*** The Employer shall notify the Union within thirty (30) days
22 of the establishment of any new classification in the Dental Program of the department. Upon request
23 from the Union, the Employer shall consult with the Union as to the appropriateness of including any
24 new classification in the bargaining unit. Inclusion or exclusion from the bargaining unit, absent
25 Agreement, shall be subject to a decision of the Public Employment Relations Commission. The
26 Union and the Employer shall negotiate over the rate of pay for all new classifications in the
27 bargaining unit.

28 ***Section 1.3. Union Security and Membership:*** It shall be a condition of employment that all

1 employees covered by this Agreement who are members of the Union in good standing on the
2 effective date of this Agreement shall remain members in good standing and those who are not
3 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day
4 following the effective date of this Agreement, become and remain members in good standing in the
5 Union or pay an agency fee to the union to the extent required by law. It shall also become a
6 condition of employment that all employees covered by this Agreement and hired or assigned into the
7 bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning
8 of such employment, become and remain members in good standing in the Union or pay an agency
9 fee to the union to the extent required by law.

10 **Section 1.4.** Nothing in this Article shall require an employee to join the Union who has bona
11 fide religious beliefs which would prohibit the payment of dues and/or initiation fees to union
12 organizations, in which case an amount of money equivalent to regular Union dues and initiation fee
13 shall be paid to a non-religious charity mutually agreed upon by the employee affected and the
14 bargaining representative to which such employee would otherwise pay the dues and initiation fee.
15 The employee shall every thirty (30) days furnish proof that such payment has been made.

16 **Section 1.5.** A temporary employee shall pay to the Union, in lieu of the Union membership
17 dues under Section 1.3., a service fee in an amount equal to the Union's regular monthly dues
18 uniformly required of regular Department employees uniformly required for bargaining unit
19 members.

20 **Section 1.6. Rosters:** By March 31 of each year, or, upon request by the Union, the
21 Employer shall send the Union a list of all employees covered by this Agreement and include their
22 name, address, classification, rate of pay, hours worked, FTE status, and hire date.

23 **Section 1.7.** In the event an employee fails to apply for or maintain his/her membership in the
24 Union or pay agency fees as required, the Union may give the Employer notice of this fact. Within
25 twenty (20) days after receipt of such notice, if the employee has not obtained membership in the
26 Union, the services of such employee shall be terminated by the Employer.

27 **Section 1.8. Union Insignia:** Employees who are members of the Union in good standing
28 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their

1 international or local organization. The wearing of such insignia by a Union member shall not be
2 cause for discipline. This provision shall not excuse an employee from following any departmental
3 dress code.

4 **Section 1.8.(a). Dues Deduction:** The Employer agrees to deduct from the pay check of each
5 employee who has authorized it, the regular monthly dues uniformly required of members of the
6 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees
7 involved. Authorization by the employee shall be on a form approved by the parties hereto and may
8 be revoked by the employee upon request. The performance of this function is recognized as a
9 service to the Union by the Employer.

10 **Section 1.9. Bulletin Boards:** Are pursuant to Article 23 of the MLA.

11 **Section 1.9.(a). Hold Harmless:** The Union shall indemnify, defend, and hold the Employer
12 harmless against any and all claims made and against any and all suits instituted against the Employer
13 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the Employer
14 under Sections 1.3. and 1.5 and 1.8 of this Article.

15 **Section 1.9.(b). Union Notification:** Is pursuant to Article 20 of the MLA, except as
16 modified in this Section. The Employer shall notify the Union promptly of all employees leaving its
17 employment.

18 **Section 1.10. Visitation:** An authorized Union representative may visit the work location of
19 employees covered by this Agreement for the purpose of investigating grievances and observing
20 working conditions. The visits shall not interfere with or disturb employees in the performance of
21 their work nor interfere with the delivery of patient care. The Union shall notify the Employer of
22 such visits in advance. Except as may be provided in other provisions of this Agreement, department
23 work hours shall not be used by employees for the conduct of Union business or the promotion of
24 Union affairs (e.g., conduction of elections and other internal Union business).

25 The Union shall provide the department head and the Director of Human Resources Division,
26 Department of Executive Services a written list of the names of all authorized Union staff
27 representatives; said list shall be kept current by the Union. Access to work locations shall only be
28 granted to Union staff representatives on the current list.

1 **Section 1.11. Shop Steward:** The Employer agrees to recognize employees appointed and
2 identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer,
3 a Shop Steward may, if requested by the grievant, initiate grievances and attend grievance meetings
4 on work time. The Shop Steward's work shall not be unreasonably disrupted because of his/her
5 participation in grievance matters.

6 **Section 1.12. Meeting Rooms:** Where allowable, and after prior arrangements have been
7 made, the Department may make available to the Union, meeting space, rooms, etc. for the purpose
8 of conducting Union business, where such activities would not interfere with the normal work of the
9 County, nor incur additional costs.

10 **ARTICLE 2: DEFINITIONS**

11 **Section 2.1. Probationary Employee:** Newly hired employees in a regular career service
12 position shall serve a six(6) month probationary period. Probationary employees will be evaluated at
13 least quarterly. The probationary period is the period of time prior to the final step in the competitive
14 screening process for career service. Advancement through steps on the salary range will be as
15 provided in Article 9.3. Following completion of probation employees will be evaluated annually.
16 Probationary employees are temporary employees and excluded from Career Service under Section
17 550 of the King County Charter.

18 **Section 2.2. Full-Time Regular Employees:** "Full-time regular employee" means an
19 employee employed in a full-time regular position and, for full-time career service positions, is not
20 serving a probationary period.

21 **Section 2.3. Part-Time Regular Employee:** "Part-time regular employee" means an
22 employee employed in a part-time regular position and, for part-time career service positions, is not
23 serving a probationary period. Under Section 550 of the charter, such part-time regular employees
24 are members of the career service.

25 **Section 2.4. Part-time and Temporary Employees:** "Part-time and temporary employee"
26 means an other than a regular position in which the part-time or temporary employee is employed
27 less than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which
28 a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a

1 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.
2 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation
3 with the department, is responsible for determining what hour threshold will apply. Part-time
4 position excludes administrative intern.

5 The Employer agrees that it will not use temporary and part-time employees to supplant
6 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be
7 exempt from all provisions of this Agreement except for Section 1.5., Section 2.4. and Article 11,
8 Grievance Procedure; provided however, Employees shall be covered by the Grievance Procedure
9 solely for the purposes of adjudicating grievances relating to Section 1.5., Section 2.4. and Article 11
10 of this Agreement.

11 ***Section 2.5. Temporary Employees Pay:*** Temporary Employees (other than term-limited
12 temporary employees) are not entitled to holidays, sick leave, bereavement leave or other paid leaves,
13 or health care benefits.

14 Part-time and temporary employees, other than probationary, provisional and term-limited
15 temporary employees, who exceed 1040 hours worked in a calendar year shall receive compensation
16 in lieu of leave benefits at the rate of 15% of gross pay for all hours worked, paid retroactive to the
17 first hour of employment and for each hour worked thereafter. The employee will also receive a one-
18 time only payment in an amount equal to the direct cost of three months of insured benefits, as
19 determined by the Human Resources Division Director, Department of Executive Services, and, in
20 lieu of insured benefits, an amount equal to the direct cost to the Employer for each employee for
21 whom insured benefits are provided, prorated to reflect the affected employee's normal work week,
22 for each hour worked thereafter. Such additional compensation shall continue until termination of
23 employment or hire into a full-time regular, part-time regular or term-limited position. Further,
24 employees receiving pay in lieu of insured benefits may elect to receive the medical component of
25 the insured benefit plan, with the cost to be deducted from their gross pay; provided, that an
26 employee who so elects shall remain in the selected plan until termination of employment, hire into a
27 full-time regular, part-time regular, or term-limited position, or service of an appropriate notice of
28 change or cancellation during the employee benefits annual open-enrollment.

1 Part-time and temporary employees, other than probationary, provisional and term-limited
2 temporary employees, who exceed the applicable threshold will also be eligible for cash in lieu of the
3 bus pass benefit provided to regular employees. The value will be determined based on the average
4 annual cost per employee as determined in the adopted budget, prorated to an hourly equivalent based
5 on the employee's normal work week, and will be paid retroactive to the first hour worked and for
6 each hour worked thereafter until termination of employment or hire into a full-time regular, part-
7 time regular, or term-limited position.

8 ***Section 2.6. Temporary Employee Step Placement:*** Temporary employees shall be paid at
9 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as
10 approved by the department for the job classifications contained in Addendum A.

11 ***Section 2.7. Term-Limited Temporary:*** "Term-limited temporary employee" means a
12 temporary employee who is employed in a term-limited temporary position. Term-limited temporary
13 employees are not members of the career service.

14 Term-limited temporary employees may not be employed in term-limited temporary positions
15 longer than three years beyond the date of hire, except that for grant-funded projects, capital
16 improvement projects, and information systems technology projects the maximum period may be
17 extended up to five years upon approval of the Human Resources Division Director, Department of
18 Executive Services.

19 Term-limited employees shall receive paid leave and insurance benefits the same as a full-
20 time regular and part-time regular employee.

21 **ARTICLE 3: NON-DISCRIMINATION**

22 The Employer and the Union agree that they will not discriminate against any bargaining unit
23 member with respect to compensation, terms, conditions or privileges of employment by reason of
24 race, color, age, sex, marital status, sexual orientation, gender identity and expression, creed, religion,
25 ancestry, national origin, disability, Union activity, or military service. Both parties agree personnel
26 actions may be taken to accommodate disabilities as may be required under the American with
27 Disabilities Act (ADA) and Washington Law Against Discrimination.

28 Complaints or charges under this Article shall be pursued through appropriate equal

1 employment opportunity agencies of the federal, county, city or state rather than through the contract
2 grievance procedure. The parties involved may request mediation to address matters related to this
3 Article if both the County and the Union agree that mediation is an appropriate dispute resolution
4 process.

5 **ARTICLE 4: EMPLOYMENT PRACTICES**

6 ***Section 4.1. Discipline:*** Is pursuant to Article 27 of the MLA.

7 ***Section 4.1.(a). Weingarten Rights:***

8 Employees shall have the right to the attendance of a Union representative at disciplinary
9 and/or investigatory meetings. Upon request, employees may receive a general description of the
10 nature of the investigation prior to the meeting. If the employee requests Union representation at
11 such a meeting, the employee shall notify the Employer and shall be provided reasonable time to
12 arrange for a representative to be present. If the employer has not informed the employee prior to the
13 meeting of the meeting's purpose and of the employee's right to have a representative present, the
14 employee may request adjournment for a reasonable time period until a representative can be present.

15 ***Section 4.2. Personnel Files:*** The employees covered by this Agreement may examine their
16 personnel files in the Health Department's personnel office in the presence of the Health Department
17 Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in
18 their file. Employees shall be notified of any materials related to disciplinary actions to be placed in
19 their personnel files. Employees shall be given an opportunity to provide a written response to any
20 written evaluations, disciplinary actions, or any other material to be included in the personnel file.

21 ***Section 4.3. Employer Policies:***

22 ***Section 4.3.(a).*** All written Health Department policies and procedures addressing working
23 conditions specified in this Agreement for employees covered by this Agreement shall be furnished
24 to the Union. If conditions allow, the Employer will attempt to give the Union at least two (2) weeks
25 notice of any such written policies.

26 ***Section 4.3.(b).*** The Union and the Employer agree to bargain the impact of such changes
27 which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the
28 Employer agrees to bargain the impact and effects of such change. This Section 4.3.(b). may only be

1 grieved through Step 3 of the grievance procedure outlined in this Agreement.

2 **Section 4.4. Hiring Priority and Procedure:** Candidates for vacant career service or TLT
3 bargaining unit positions shall be given preference in the following order:

4 1. Bargaining unit employees within the affected classification by seniority.
5 Employees that have formal discipline in the prior 12 months may be denied a request for voluntary
6 transfer on a case-by-case basis.

7 2. Career service bargaining unit employees eligible for Layoff/Recall rights
8 under this Agreement.

9 3. King County employees in the Disability Services Program.

10 4. King County employees in the Career Support Services Program.

11 5. External applicants, including King County employees and non-King
12 County applicants. TLT applicants are considered external applicants and subject to the competitive
13 hiring process.

14 The department will first give notice of vacant bargaining unit positions, including TLT
15 positions, to all bargaining unit employees within the affected classification. Notice to all bargaining
16 unit employees will be provided electronically and shall be posted for a period of five (5) work days.
17 The posting shall include the job classification, FTE, work location and shift/hours for the vacancy.

18 At the time the vacancy is posted, the employer will request and remind all bargaining unit
19 employees to submit, within the five (5) day notice period, their name and any work site locations of
20 interest for transfer. Once the five (5) day notice period has expired, the employer will fill the initial
21 vacancy by seniority from among those in the same classification who indicated the location of the
22 vacancy as a location of interest for transfer. The resulting vacancy, and any/all subsequent resulting
23 vacancies, will be filled by seniority from among the employees who submitted, during the five (5)
24 day notice period, that location of vacancy as a place of interest for transfer.

25 **Section 4.5. Temporary Alternative Workplace Request:** If a Dental Assistant or Hygienist
26 is interested in experiencing the work environment at a different clinic location other than their
27 current work location for a temporary period of time, the employee should notify program
28 management of their interest via email. Management will review the request and attempt to

1 accommodate such requests on a case by case basis. Current incumbents at the worksite of interest
2 shall not be displaced in order to accommodate a temporary workplace request.

3 **Section 4.6. Work Site Reassignment Transfers (FTE):** Employees may transfer to vacant
4 positions on the basis of seniority in accordance with Section 4.4.(1) of this Agreement. In the event
5 an existing FTE position is being moved from one location to another (including where an FTE
6 position at one location is assigned to multiple locations on a regular basis), the County shall notify
7 the Union with no less than forty-five (45) days notice. Prior to implementing, volunteers for transfer
8 will be sought from among the employees working in the same classification at the site from which
9 the position is relocating.

10 If multiple volunteers request the transfer, then the transfer will be conducted on the basis of
11 seniority. If there are no such volunteers, then the transfer will be conducted on the basis of inverse
12 seniority from among the employees working in the same classification at the site from which the
13 FTE position is relocating.

14 Nothing in this provision shall interfere with the employer's right to involuntarily transfer
15 employees or deny transfers requested under Section 4.4 or Section 4.6 for operational needs
16 (examples include: to mitigate or facilitate the investigation of workplace harassment, hostile work
17 environment, or workplace violence claims, or where a legal obligation exist for the County to
18 transfer an employee). The County shall have the right to involuntarily transfer employees or place
19 on administrative leave, if the County determines administrative leave is appropriate, without forty-
20 five (45) days advance notice in emergent situations. An emergent situation shall be construed to
21 mean an unforeseen circumstance which requires immediate action or change of plans (an example of
22 an emergent situation may include an unexpected hazard to the facility or property causing a shut
23 down).

24 In circumstances where management contemplates an involuntary transfer, the County will
25 provide forty-five (45) days advance written notice to the impacted employee(s) and the union prior
26 to the transfer date, except where emergent situations exist. Employees who have been involuntarily
27 transferred to a new work site in an emergent situation shall transfer back to their home worksite
28 within sixty (60) days from the date they were transferred to the new worksite. Additionally, the

1 County agrees to meet with the Union upon request to discuss any involuntary transfers. The County
2 agrees to avoid involuntary transfers and consider all other options as much as possible and shall
3 consider the individual hardships imposed on the employee prior to implementing transfers. An
4 involuntary transfer does not preclude an employee to request voluntarily transfer into a vacant
5 position under Section 4.4 and this Section 4.6. Employees will be notified in writing of the reason
6 when a transfer is approved or denied.

7 **Section 4.7. Performance Evaluations:** Under the current performance evaluation process,
8 at least one (1) performance evaluation will be completed during the employee's probationary period,
9 and annually thereafter unless there are extenuating circumstances.

10 The performance evaluation process shall be used as a method of measuring an employee's
11 performance based upon the goals and objectives of the position being evaluated. The County has the
12 responsibility to ensure performance evaluations are completed and that performance
13 feedback/evaluations are appropriately communicated to employees.

14 When a dentist or a dental supervisor has a performance concern or positive feedback to
15 share, this information should be communicated to the dental assistant or hygienist as soon as
16 reasonably possible to afford the dental assistant or dental hygienist an opportunity to receive
17 feedback. When appropriate, the supervisor and or dentists should work with the employee to
18 develop ideas and suggestions to improve performance.

19 Final performance evaluations will be placed in employee personnel files, but sixth month
20 feedback reviews will not be retained in personnel files.

21 Within fourteen calendar days of receiving a performance evaluation, an employee may
22 appeal to the Division Director (or designee) individual performance scores in the evaluation by
23 identifying each specific score(s) the employee is requesting to appeal. The employee should provide
24 written comments about why each score does not reflect their performance for that category. The
25 Division Director (or designee) shall review the appeal comments, schedule a meeting with the
26 employee, and issue a final decision about whether to modify any score or comment in the
27 performance evaluation based on the appeal process. The Division Director or designee should issue
28 the appeal decision within fourteen calendar days of the appeal hearing to ensure the employee has

1 timely resolution to their appeal. In no event shall a failure to timely respond be construed as
2 implementation of the change sought by the employee in the appeal.

3 **ARTICLE 5: HOURS OF WORK**

4 ***Section 5.1. Workweek/Workday:*** For regular full-time employees, eight (8) hours shall
5 constitute a normal day's work and forty (40) hours in any one week, between the hours of 7:00 A.M.
6 and 6:00 P.M., and five (5) consecutive days, shall constitute a normal workweek.

7 ***Section 5.1.(a).*** It is understood that the Employer may change the workweek/workday of
8 any job where the workweek/workday no longer meet the requirements of the business needs. The
9 Employer and the Union agree to meet to negotiate the effects of such a change if the Union so
10 requests.

11 ***Section 5.1.(b).*** The Employer agrees to notify the Union in advance of a significant work
12 schedule change, and to negotiate the effects of such change if the Union so requests.

13 ***Section 5.1.(c).*** Forty-five (45) days advance notice shall be afforded employees when non-
14 emergency involuntary permanent schedule changes are mandated by the Employer.

15 ***Section 5.2. Meal and Break Periods:*** It is the policy and goal of the County that each eight
16 (8) hour workday shall include one required unpaid meal period of at least thirty (30) minutes
17 approximately midway through the shift, and two (2) required paid break periods of fifteen (15)
18 minutes each. One additional paid break period of fifteen (15) minutes may be taken during each
19 three (3) hour overtime period. Where the nature of the work allows employees to take intermittent
20 rest periods equivalent to 15 minutes for each four-hour period worked, scheduled rest periods are not
21 required. Employees required to remain in the workplace during their meal period shall be paid.

22 ***Section 5.3. Overtime:*** All time worked in excess of forty (40) hours in one week (as
23 established under the FLSA) shall be considered overtime paid for at the rate of one and one-half (1-
24 1/2) times the regular rate of pay. All overtime requires prior authorization by the Employer.

25 Employees required to work four (4) or more hours beyond their regular shift shall be
26 provided a meal allowance consistent with County policy. Where unique situations develop requiring
27 the need for Employees to work overtime at their applicable work site, if possible, such unique
28 overtime will be assigned on the basis of Seniority at their applicable work site. A unique overtime

1 situation shall not include the need for an Employee to remain in the workplace beyond their normal
2 schedule in order to complete work on a patient or a series of patients.

3 **Section 5.3.(a) Compensatory Time Accrual:** All career service bargaining unit employees
4 shall have the option to unilaterally choose to bank up to 80 hours per year of compensatory time
5 instead of overtime pay under the following conditions:

- 6 1) When the Employer has pre-approved time worked in excess of 40 hours per week;
- 7 2) If pre-approval is not possible, but the overtime was necessary for direct patient
8 care or under the direction of the dentist.

9 Compensatory time shall be accrued at the rate of one and one-half (1-1/2) comp time hour
10 for each hour worked. Employees cannot be required to accept compensatory time instead of
11 overtime pay. Any balance of comp time hours in excess of 40 hours as of the end of the pay period
12 which includes December 31, shall have those excess hours cashed out.

13 **Section 5.3.(b) Compensatory Time Usage:** An employee requesting time off using
14 compensatory time shall make arrangements in advance with their supervisor. Any time off request
15 using compensatory time is subject to authorization of the supervisor.

16 **Section 5.3.(c) Schedule Adjust (Flex Time):** Additionally, an employee who works time
17 beyond his/her regular schedule may make arrangements, upon mutual agreement with the
18 employee's supervisor, to adjust the employee's schedule at straight time during the same FLSA
19 workweek as the extra hours were worked.

20 **Section 5.4. Workweek:** Nothing in this Article 5 shall limit the Employer's ability to offer
21 the Employee an alternative work schedule or the Employer to consider Employee requests for same.
22 Once an alternative work schedule is established, changes shall be subject to the provisions of Article
23 5.1.(b) and 5.1(c). Alternative work schedules shall include, but are not limited to the following:

- 24 1. flextime work schedule, and
- 25 2. A 4/40 work schedule.

26 The following conditions shall apply with regard to 4/40 and 9/80 work schedules:

- 27 a) A normal workday may consist of ten (10) hours to be scheduled on four
28 (4) consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a holiday

1 shall be paid one and one-half (1-1/2) times the regular rate of pay plus eight (8) hours of holiday pay
2 at straight time. Upon mutual agreement between the Employee and Employer, a compensatory day
3 off with eight (8) hours of straight-time pay may be substituted for holiday pay. If a holiday falls on
4 a regularly scheduled day off or during vacation, an employee shall receive straight-time pay for
5 eight (8) hours. Employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate
6 of pay for work beyond ten (10) hours in one day or forty (40) hours in a workweek.

7 b) A 9/80 alternating workweek schedule - the record keeping timesheet for
8 this schedule must be one which meets the FLSA standards dividing between two (2) workweeks
9 mid-shift on the fifth (5th) day of work which is either eight (8) hours or one day off.

10 **Section 5.5. Call-In Pay:** Should an employee be called in to work on a scheduled day off or
11 after normal working hours, the employee shall receive not less than two (2) hours pay at the
12 applicable overtime rate. An employee shall be deemed to have been called in only when the
13 employee receives notice of work after having left the work site. If an employee receives such notice
14 of work before leaving the worksite, but after the end of the preceding regular shift, the employee
15 shall be deemed to have worked continuously.

16 **Section 5.6. Inclement Weather:** Should weather conditions prevent an employee from
17 reporting to work the following shall apply:

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

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

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

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

25 **Section 5.7. Work Reassignment & Travel Time:** On occasion bargaining unit employees
26 may be asked to volunteer to serve a temporary assignment at a different Public Health Dental facility
27 or program than one's regularly assigned work site when agency or float coverage is unavailable.
28 When there are no volunteers, then the assignment should go by inverse seniority. If circumstances

1 prevent the least senior employee from filling the assignment, then volunteers at the site will be asked
2 again. If no volunteers agree to the assignment, the next least senior employee at the site will be
3 selected until the assignment is filled.

4 An employee who reports to their home worksite and is reassigned to work at another Public
5 Health Dental worksite, the time consumed in traveling to and from the new site shall be considered
6 part of the workday. Any additional time consumed in travel while returning to the employee's home
7 worksite beyond the employee's normal working hours, shall be compensated at the applicable
8 overtime rate. This provision does not apply to travel time to or from one's usual place of residence
9 to the place of work, unless so required by provisions of the FLSA.

10 **Section 5.7. Report Pay:** Any employee who is scheduled to work and who is ready, able,
11 and willing to perform the duties of the classification, but is sent home by the County without
12 completing his/her shift shall be paid a minimum of four (4) hours of pay. Report pay shall be
13 included in the calculation of the employee's FLSA regular rate for purpose of payment for hours
14 which qualify as overtime under FLSA.

15 **ARTICLE 6: HOLIDAYS**

16 **Section 6.1. Holidays Observed:** Employees covered by this Appendix shall be eligible for
17 holidays with pay as provided by Article 10 of the MLA, except as modified below.

18 **Section 6.2. Holiday Pay:**

19 **Section 6.2.(a). Personal Holidays:** Each employee shall receive two (2) additional personal
20 holidays pursuant to Article 10 of the MLA and to be administered through the vacation plan. These
21 days can be used in the same manner as any vacation day earned.

22 **Section 6.2.(b). Work on a Holiday:** Work performed on holidays shall be paid at one and
23 one half (1-1/2) times the regular rate in addition to the regular holiday pay (i.e., double time and one
24 half (2-1/2)).

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

1 **Section 6.2.(d). Holiday Pay for Alternative Work Schedules:** Holiday benefits shall be
2 based on an eight (8) hour day. Employees scheduled to work an alternative work week shall be
3 granted no more than ninety-six (96) holiday hours per year. An employee working an alternative
4 schedule, such as four ten-hour days, during which a holiday occurs shall have the option of receiving
5 eight (8) hours pay for the holiday, or adding either accrued compensatory or vacation time to the 8
6 hours of holiday pay in order to receive (10) hours of pay for the holiday.

7 **ARTICLE 7: VACATION**

8 **Section 7.1. Vacation Accrual:** Employees covered by this Appendix shall be eligible for
9 vacation with pay as provided by Article 35 and Article 9 of the MLA, except as modified below.

10 **Section 7.2.** The minimum vacation allowance to be used by an employee shall be in
11 increments of one-tenth (1/10) of one hour, equal to six minutes.

12 **Section 7.3. Vacation Scheduling:** The County shall arrange vacation time for employees on
13 such schedules as will least interfere with the functions of the Department but which accommodate
14 the desires of the employee to the greatest degree possible following clinic site guidelines of vacation
15 submittal. Employee vacation requests shall be approved or denied in writing within ten (10)
16 workdays after submission to the Employer. Except in emergencies, scheduled vacation shall not be
17 denied once approved by the Employer.

18 **Section 7.3.a..** When two (2) or more employees submit vacation requests simultaneously
19 and only one (1) request can be approved, the employees will attempt to resolve the matter among
20 themselves. If it is not resolved, the request of the most senior employee will be approved.

21 **Section 7.4. Vacation Usage Prior to a Leave of Absence:** Employees must use all accrued
22 vacation prior to beginning a leave of absence without pay for non-medical reasons, unless an
23 exception is approved by the King County Human Resources Division Director, Department of
24 Executive Services.

25 **ARTICLE 8: SICK LEAVE**

26 **Section 8.1. Sick Leave Accrual:** Employees covered by this Appendix shall be eligible for
27 sick leave benefits provided by Article 34 of the MLA, except as modified below.

1 **Section 8.2. Use of Accrued Sick Leave:**

2 **Section 8.2.(a).** The minimum sick leave allowance to be used by an employee shall be in
3 increments of one-tenth (1/10) of one hour, equal to six minutes.

4 **Section 8.2.(b).** The Health Department Director shall be responsible for proper
5 administration of the sick leave privilege. Written Department policies for sick leave will be
6 available to all employees and to the Union. The employee may be required to furnish a certificate
7 issued by a licensed health care provider or other satisfactory evidence of illness to the appointing
8 authority for any requested sick leave absences of more than three (3) working days or if abuse of
9 sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary action in accordance
10 with the Public Health-Seattle and King County "Attendance Management Policy" (PERS 18-2 (DPH
11 DP), effective May 2, 2011).

12 **Section 8.2.(c).** If an employee is injured or is taken ill while on paid vacation or
13 compensatory time off, in order to receive sick leave for that time, s/he shall notify the department
14 immediately upon return to work. A doctor's statement or other proof of illness or disability, while
15 on vacation or compensatory time off, must be presented regardless of the number of days involved.

16 **Section 8.3. Wellness Incentive:** Employees who have worked a full calendar year within
17 the bargaining unit and use less than thirty-three (33) hours of sick leave in a calendar year may
18 convert sixteen (16) hours of unused, accrued sick leave to 16 hours of personal vacation to be used
19 in the next calendar year. This benefit shall be prorated for Part-time Employees.

20 **ARTICLE 9: RATES OF PAY**

21 **Section 9.1. Pay Range Modifications:** The Employer and the Union agree that the
22 classification specifications of Dental Assistant & Dental Hygienists shall be compensated at the
23 established pay range negotiated by and between the parties as listed in Addendum A to this
24 Agreement, subject to changes pursuant to Section 9.2. Effective January 1, 2018 all Dental
25 Assistants not receiving the pay rate for Range 37 of the King County 10-Step Hourly Squared
26 Schedule shall receive the Range 37 pay rate, matching step for step.

27 **Section 9.2. Pay Increases:** All wage rates in effect for the classifications listed in
28 Addendum A receive increases in accordance with the King County and Union Coalition "2017-2018

1 Total Compensation” Memorandum of Agreement, Document Code: 000U0516 and in accordance
2 with the MLA subject to the provisions outlined under Article 29 Coalition of Unions Incentive Pay.

3 **Section 9.3. Step Increases:** Non probationary employees shall move through the steps in
4 their pay range based on longevity. Eligible employees not at Step 10 will advance one step each
5 calendar year, effective on January 1. Probationary Employees hired at Step 1 of their pay range
6 shall receive one (1) step increase after six (6) months of satisfactory service and one (1) step
7 increase each year of satisfactory service thereafter, effective on January 1. Probationary Employees
8 hired above Step 1 of their pay range shall receive a one (1) step increase on the next January 1 after
9 completion of at least six months of satisfactory service, or after successful completion of probation,
10 whichever comes first.

11 **Section 9.4. Special Duty:** Is pursuant to Article 15 of the MLA.

12 **Section 9.5. Bilingual Premium Pay:** Employees may be assigned in writing to provide
13 bilingual, interpreter and/or translation services to the department and compensated a premium of \$50
14 dollars per month. This assignment will be renewed annually and may be terminated with thirty (30)
15 days written notice to the employee. It is understood by the parties that the work performed by the
16 bi-lingual speaker provided for under this Section shall not supplant the work of the Medical
17 Interpreter/Translator. Such employees will be required to demonstrate their bilingual ability, but are
18 not required to be certified by the State of Washington as a translator/interpreter.

19 **ARTICLE 10: LEAVES OF ABSENCE**

20 **Section 10.1. General Provisions:** The continuous service and seniority status of an
21 employee shall not be interrupted while on unpaid leave due to industrial injury, military service or
22 leave covered by the Employer’s Family-Medical Leave Ordinance.

23 **Section 10.2. Medical Leave and Family Care:** Is pursuant to Article 7 and Article 11 of the
24 MLA.

25 **Section 10.3. Bereavement Leave:** Is pursuant to Article 8 of the MLA.

26 **Section 10.4. Court Leave:** All regular employees ordered to appear before a court of law in
27 a matter related to their employment in the Health Department shall be entitled to their regular pay;
28 provided however, fees for such jury duty are deposited, exclusive of mileage, with the King County

1 Finance & Business Operations Division of the Department of Executive Services.—Employees shall
2 report back to their work supervisor when dismissed from jury service. The employee’s supervisor
3 will advise employees of the method of charging for the absence prior to the appearance date.

4 **Section 10.5. Military Duty:** Is pursuant to Article 2 of the MLA.

5 **Section 10.6. Leave Without Pay:** Is pursuant to Article 3 of the MLA) except as modified
6 below. Except where a leave of absence is taken in conjunction with a worker’s compensation claim,
7 leaves of absence without pay are administered as follows:

8 1. Leaves of absence without pay shall be for periods not to exceed one year except
9 that the Human Resources Division Director, Department of Executive Services may, in special
10 circumstances, grant an extension beyond one year.

11 2. Other employee benefits shall not accrue to the employee while on leave of
12 absence without pay except as otherwise provided by ordinance.

13 3. If a leave of absence without pay was granted for purposes of recovering health, the
14 employee may be required to submit a physician’s statement concerning the employee’s ability to
15 resume duties prior to return to work.

16 4. A leave of absence may be revoked upon evidence submitted to the department
17 director indicating that the leave of absence was requested and granted under false pretenses, or that
18 the need for the leave of absence has ceased to exist.

19 5. When a leave of absence without pay is used in conjunction with paid leave time,
20 the total paid leave time must always be used at the beginning of the period of absence and may not
21 be interspersed in the period of the leave of absence without pay.

22 **Section 10.7. Industrial Accident Leave:**

23 **Section 10.7.(a).** Employees shall continue to accrue service credit and seniority for the
24 purpose of wage and benefit increases that occur during a leave of absence resulting from an injury as
25 a result of employment with the Employer covered by workers compensation insurance.

26 **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received
27 by an employee for workers compensation insurance, up to the amount of the employee’s net regular
28 pay. Under no circumstance may the combined amount of workers compensation insurance and sick

1 leave benefits exceed the employee's net regular pay received prior to the industrial accident.

2 **Section 10.8. Transitional Duty (Light Duty) Assignments:** Transitional duty assignments
3 consist of short-term work assignments for employees who may have temporary medical restrictions
4 precluding them from performing one or more essential job functions. All transitional duty
5 assignments will be provided consistent with PER 22-6 (AEP) as amended.

6 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURE**

7 **Section 11.1.** The grievance procedure is pursuant to Article 26 of the MLA, except as
8 modified below.

9 **Section 11.2. Information Requests:** Upon request, the County and the Union may mutually
10 delay a scheduled grievance hearing to provide sufficient time for the Union to receive or review
11 information requested related to a grievance.

12 **Section 11.3.** A designated shop steward and grievant(s) shall be granted reasonable paid
13 release time by their immediate supervisors for the purposes of attending the grievance meetings
14 including for mediation and/or an arbitration hearing when such meetings occur during the
15 employee's regularly scheduled hours.

16 If the supervisor is unable to grant release time at the time requested, she/he will provide an
17 alternative time when such release time can be granted.

18 Such time spent outside of the employee's regularly-scheduled hours is unpaid.

19 **Section 11.4. Unfair Labor Practice(s) Resolution:** The parties agree that thirty (30) days
20 prior to filing a ULP complaint with PERC, the complaining party will notify the other party, in
21 writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing
22 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as
23 relief for the alleged Unfair Labor Practice.

24 **Section 11.5. Dispute Resolution Procedure:** The Union and the County agree it is in the
25 best interest for employees and the County to have a productive workplace and to resolve differences
26 or disputes before they escalate to a complaint to an outside agency. For disputes that arise in the
27 workplace that do not constitute an alleged violation of the contract such as co-worker to co-worker
28 conflict or worker and supervisor conflict, or other conflicts and complaints, employees may request

1 mediation as a mechanism for dispute resolution through the King County Alternative Dispute
2 Resolution Program. Participation in mediation is voluntary and requires mutual consent from all
3 parties involved.

4 **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE BENEFITS**

5 *Section 12.1.* Group medical, dental and life insurance programs will be maintained in
6 accordance with the King County and Union Coalition "2017-2018 Total Compensation"
7 Memorandum of Agreement, Document Code: 000U0516 and Article 25 of the King County
8 Coalition of Unions MLA.

9 *Section 12.2.* Bargaining unit members in the Oral Health Program will be entitled to
10 immediately access their health benefits upon their sabbatical return on October 1st of each year.

11 **ARTICLE 13: HEALTH AND SAFETY**

12 *Section 13.1.* The Employer agrees to comply with all applicable federal, state and local laws
13 and regulations regarding health and safety.

14 *Section 13.2.* The County will continue to monitor the safe use of nitrous for clients and
15 employees.

16 **ARTICLE 14: REDUCTION IN FORCE AND CHANGE IN FTE**

17 *Section 14.1. Notice and Order of Layoff:* In the event of a reduction in force due to lack of
18 work and/or lack of funds or considerations of efficiency, the employer shall notify the Union and the
19 impacted employee(s) of any reductions in force not less than forty-five (45) days prior to the layoff
20 taking effect. Layoffs shall be conducted by order of seniority and shall be defined as an employee's
21 adjusted service date within a classification. The position(s) to be eliminated shall be at the sole
22 discretion of the Employer. If the Employer determines that an employee possesses a unique skill or
23 abilities which are essential to the operation of the division, the Employer may retain such an
24 employee and need not lay them off under the seniority-based layoff procedure of this Article 14.
25 Prior to initiating any layoff(s) the employer will first seek volunteers from the affected classification.
26 When there are no volunteers, the least senior employee(s) in the affected job classification shall be
27 laid off first; however, in the event of two (2) employees having the same seniority in the affected job
28 classification, ability and skill, shall be the determining factor on retention.

1 If the employee to be laid off (the least senior in the classification) is at a site other than the
2 site where the position will be eliminated, then the vacancy created by the layoff will be filled using
3 the transfer process as outlined in Section 4.4 of this Agreement. If, after having administered the
4 process outlined in Section 4.4, there are no volunteers to transfer to the vacant position (i.e., the
5 position vacated by laying off the least senior employee in the classification), or if the process does
6 not result in the necessary reduction of staff at the site from which the position is eliminated, then the
7 least senior employee from that site (where the position is eliminated) will be transferred to the
8 vacancy resulting from the administration of Section 4.4.

9 Transfers due to layoff under this Section are not subject to the exception as described in
10 4.4(1) regarding discipline.

11 **Section 14.2. Bumping:** In any layoff, more senior employees, if qualified, as determined by
12 the Health Department, shall be entitled to bump less senior employees, the intent being that the least
13 senior employees be laid off first.

14 Employees in the bargaining unit who are laid off may bump into other positions in the
15 bargaining unit if they meet all of the following criteria:

- 16 1. The employee to be bumped has less Seniority in the lower classification than the
17 employee who elects to bump; and
- 18 2. The employee to be bumped is at the same or lower pay range than the employee
19 who elects to bump; and
- 20 3. The employee electing to bump has previously completed probation in a lower
21 level bargaining unit classification and performed the duties of the person (including work unit and
22 function) he/she is electing to bump.

23 **Section 14.3. Placement:** The Employer will attempt to place all employees scheduled for
24 layoff into vacant positions for which they qualify. Such qualifications shall be determined by the
25 Human Resources Division Director, Department of Executive Services. Additionally, employees
26 may access King County Career Support Services for layoff/recall placement services in addition to
27 their recall rights under this Agreement.

28 **Section 14.4. Recall:** All employees who are laid off shall be placed on a recall list with the

1 employee with the most Seniority being recalled first. A laid-off employee may be removed from the
2 department recall list for any of the following reasons:

- 3 1. The expiration of two (2) years from the date of layoff.
- 4 2. Re-employment within the County in a comparable position or job class.
- 5 3. Failure to accept employment in a comparable position or job class or to report to
6 work.
- 7 4. Failure to appear for a job interview after notification by telephone or by mail
8 addressed to the employee's last address on file with King County.
- 9 5. Failure to respond within ten (10) work days to a communication regarding
10 availability of employment.
- 11 6. Request in writing by the laid-off employee to be removed from the list.

12 **Section 14.5. Change in FTE:** A change in FTE occurs when the number of employees at a
13 site remains the same, but the number of work hours of an individual employee is increased or
14 decreased. The employer may increase/decrease FTE(s) within the bargaining unit pursuant to the
15 following procedures:

16 1. The employer will notify the union and the employee(s) at the site where the need
17 to increase/decrease a position's FTE exists. The notice will occur as soon as possible, but not less
18 than forty-five (45) days prior to the increase/decrease taking effect; provided this provision shall not
19 require the employer to disclose elements of a proposed department budget prior to the transmittal of
20 that proposed budget to the King County Council.

21 2. The employer will solicit volunteers from the site where the increase/decrease is
22 needed. If more than one employee volunteers for the FTE increase/decrease, management shall
23 select from among those volunteers based upon the knowledge, skills, and abilities, as well as the
24 performance of the employees. Such decision will not be arbitrary or capricious. Employees who
25 volunteered but were not selected for the increase/decrease may request a written explanation for the
26 basis for the selection made.

27 3. If there are no volunteers for the increase/decrease, the least senior employee in the
28 designated classification at the site where the increase/decrease is to occur will be selected for the

1 increase/decrease. Should there be a tie in seniority date among more than one employee at that site,
2 then the employee with the highest King County employee identification number will be selected for
3 the increase/decrease.

4 4. The employee selected for the increase/decrease shall be afforded the following
5 options should the increase/decrease in FTE create a hardship for him/her:

6 a. The employee may accept the increase/decrease on an on-going basis and
7 not participate in the layoff/recall program; or

8 b. Accept the increase/decrease in the FTE and participate in the layoff
9 program for referral to comparable positions that become available within two years following the
10 change in FTE; or

11 c. Choose to be laid off on the effective date of the increase/decrease and
12 participate in the layoff/recall program for referral to comparable positions that become available
13 within two years from the date of layoff; or

14 d. Voluntarily retire or resign and do not participate in the layoff/recall
15 program.

16 **ARTICLE 15: EDUCATION AND TRAINING**

17 *Section 15.1.* The Health Department and the Union agree continuous updating of
18 employee's skills and knowledge is beneficial to providing quality health care services to the public.
19 The County recognizes the mutual benefit to be attained by affording training opportunities both
20 internally and externally. Therefore employees covered by this Agreement are encouraged to take
21 advantage of opportunities available for continuing education. To that end, the Health Department
22 will continue to have this as a goal, making every effort to allow employees reasonable time, subject
23 to Health Department staffing needs, to attend training sessions and seminars in their field.
24 Employees covered by this Agreement will be allowed a minimum of three (3) days of paid time per
25 calendar year for the purpose of attending job related training or professional development requested
26 by the employee and approved by the Health Department. The County shall provide an education
27 stipend of up to \$250 per year for Dental Assistants and for Dental Hygienists to attend County-
28 approved training.

1 **Section 15.2. Papoosing Services:** Annually, Dental Assistants who are required to provide
2 papoosing services will be provided training of such techniques paid for by the DOPH (Dental
3 Program). Papoosing services or pediatric behavior management training, at a total cost not to
4 exceed \$1500 per year, will be provided by an accredited organization if an accredited organization is
5 locally available.

6 **ARTICLE 16: MISCELLANEOUS**

7 **Section 16.1. Uniforms:** The County shall provide scrubs and cleaning service for scrubs for
8 Dental Assistants and Dental Hygienists with the exception of the Oral Health Program employees
9 who will continue to use disposable protective wear provided by the County.

10 **Section 16.2. Dental Hygienist License and Dental Assistant Registration Fees:** The
11 Employer shall pay for the Dental Hygienist annual state license fee and shall pay for the Dental
12 Assistant annual state registration fee. All Dental Hygienists and Dental Assistants must meet
13 Washington State licensing and registration requirements as a condition of hire and continued
14 employment. Dental Hygienists and Dental Assistants failing to maintain necessary licenses or
15 certifications will be terminated from employment; however, an employee whose license/certification
16 has lapsed will be afforded up to three business days to obtain and submit the necessary proof of
17 having obtained the license/certification. Employees may use vacation or comp time leave during
18 these three days. If the employee is out of vacation or comp time, these days will be unpaid leave.
19 The county will arrange and provide HIV/AIDs training that meets the state's requirement for Dental
20 Assistant Registration for all Dental Assistants employed with the county prior to May 1, 2008.

21 **Section 16.3. Automobile Usage:** Is pursuant to Article 24 of the MLA.

22 **Section 16.4. Employee Assistance Program:** An Employee who appears to have a
23 substance abuse, behavioral, or other problem which is affecting job performance or interfering with
24 the ability to do their job, shall be encouraged to seek information, counseling, or assistance through
25 the County Employee Assistance Program.

26 **Section 16.5. Transportation Benefits:** Are pursuant to Article 38 of the MLA.

27 **Section 16.6. Labor-Management Committee:** The parties agree to form a Labor-
28 Management Committee that may meet quarterly, if desired.

1 **Section 16.7.** Any bargaining unit members may volunteer to participate in King County
2 sponsored committees. If selected they shall be entitled to serve on work time.

3 **Section 16.8. Dental Assistant Float Pool Reopener:** During 2017 small table negotiations
4 the County and the Union agree to re-evaluate the ability and necessity to create a float pool for
5 Dental Assistants after implementation of the Electronic Medical Records go-live in the dental
6 clinics. The parties shall meet and bargain the impacts no later than the second quarter of 2018. The
7 topics to be discussed shall include but will not be limited to, options to utilize current career-service
8 part-time Dental Assistants, training on the electronic medical record, FTE(s) and career status of the
9 float pool, hours of operation, and scheduling assignments.

10 **ARTICLE 17: MANAGEMENT RIGHTS**

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

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

1 The exercise by the Employer through its County Council and Executive and management
2 representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to the
3 grievance procedure set forth herein.

4 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

5 **Section 18.1.** The Employer and the Union agree that the public interest requires efficient and
6 uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid
7 or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
8 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
9 assigned duties, sick leave absence which is not bona fide, or other interference with Employer
10 functions by employees under this Agreement and should same occur, the Union agrees to take
11 appropriate steps to end such interference. Any concerted action by any employees in the bargaining
12 unit shall be deemed a work stoppage if any of the above activities have occurred.

13 **Section 18.2.** Upon notification in writing by the Employer to the Union that any of its
14 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
15 members to immediately cease engaging in such work stoppage and provide the Employer with a
16 copy of such order. In addition, if requested by the Employer, a responsible official of the Union
17 shall publicly order such Union members to cease engaging in such work stoppage.

18 **Section 18.3.** The Union shall not question the unqualified right of the Employer to discipline
19 or discharge employees engaging in or encouraging such action. It is understood that such action on
20 the part of the Employer shall be final and binding.

1 **ARTICLE 19 : DURATION**

2 Is pursuant to Article 31 of the MLA.

3
4
5 APPROVED this 14 day of MARCH, 2018.

6
7
8 By: Dow Conshel

9
10 King County Executive

11
12
13
14 For Office & Professional Employees
15 International Union, Local 8:

16
17 Amanda Montoya

18 Amanda Montoya
19 Union Representative

1 **Addendum A**

2 **WAGES**

3
4 Effective January 1, 2018, the following classifications will be paid
5 at the ranges provided below as established by the
6 King County 10-step Hourly Squared Schedule

7

8 Job Class Code	PeopleSoft Job Code	Classification Title	Range
9 3331100	334101	Dental Assistant	Range 37
10 3332100	334201	Dental Hygienist	Range 62

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28