

**Master Labor Agreement (MLA) - Appendix 21**  
**Agreement Between King County**  
**And**  
**Office & Professional Employees International Union, Local 8**  
**Departments: Public Health (Prevention Division), Community & Human Services (Behavioral**  
**Health and Recovery Division)**  
**[038]**

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1 **PREAMBLE**

2 (In Addition to MLA).

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

9 **PURPOSE AND INTENT**

10 (In addition to MLA, Preamble).

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

18 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

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

26 ***Section 1.2. Union Coverage. (Remains Open for Purposes of Unit Clarification)*** The  
27 Employer shall notify the Union within thirty (30) days of the establishment of any new classification  
28 in the Behavioral Health and Recovery Division of Department of Community and Human Services

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

7 **Section 1.3. Union Security and Membership.** It shall be a condition of employment that all  
8 employees covered by this Agreement who are members of the Union in good standing on the  
9 effective date of this Agreement shall remain members in good standing and those who are not  
10 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day  
11 following the effective date of this Agreement, become and remain members in good standing in the  
12 Union. It shall also become a condition of employment that all employees covered by this  
13 Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on the  
14 thirtieth (30th) day following the beginning of such employment, become and remain members in  
15 good standing in the Union.

16 **Section 1.4. Agency Fee.** Nothing in this Article shall require an employee to join the Union  
17 if the employee qualifies for exemption based on a bona fide religious belief or on bona fide religious  
18 tenets or teachings of a church or religious body of which the employee is a member, in which case  
19 an amount of money equivalent to regular Union dues and initiation fee shall be paid to a non-  
20 religious charity mutually agreed upon by the employee affected and the bargaining representative to  
21 which such employee would otherwise pay the dues and initiation fee. The employee shall, every  
22 thirty (30) days, furnish proof that such payment has been made.

23 **Section 1.4.(a).** Nothing in this Article shall require an employee to join the Union who  
24 elects instead to pay the Union an agency fee as allowed by law.

25 **Section 1.5. Rosters.** Every six (6) months, upon request by the Union, the Employer shall  
26 send the Union a list of all employees covered by this Agreement and include their name, address,  
27 classification, rate of pay, hours worked, FTE status, and hire date.

28 **Section 1.6. Notification Regarding Membership.** In the event an employee fails to apply

1 for or maintain his/her membership in the Union as required, the Union may give the Employer  
2 notice of this fact. Within twenty (20) days after receipt of such notice, if the employee has not  
3 obtained membership in the Union, the services of such employee shall be terminated by the  
4 Employer. Additionally, the Employer shall notify the Union promptly of all employees leaving its  
5 employment.

6 **Section 1.7. Union Insignia.** Employees who are members of the Union in good standing  
7 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their  
8 international or local organization. The wearing of such insignia by a Union member shall not be  
9 cause for discipline. This provision shall not excuse an employee from following any departmental  
10 dress code.

11 **Section 1.8. Dues Deduction.** The County agrees to deduct from the pay check of each  
12 employee who has authorized it, the regular monthly dues uniformly required of members of the  
13 Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees  
14 involved. Authorization by the employee shall be on a form approved by the parties hereto and may  
15 be revoked by the employee upon request. The performance of this function is recognized as a  
16 service to the Union by the County.

17 **Section 1.9. Bulletin Boards:** Per MLA Article 23.

18 **Section 1.10. Hold Harmless.** The Union shall indemnify, defend, and hold the County  
19 harmless against any and all claims made and against any and all suits instituted against the County  
20 arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County  
21 under Sections 1.3, 1.6 and 1.8 of this Article.

22 **Section 1.11. Union Notification:** Per MLA Article 20.

23 **Section 1.12. Visitation.** An authorized Union representative may visit the work location of  
24 employees covered by this Agreement for the purpose of investigating grievances and observing  
25 working conditions. The visits shall not interfere with or disturb employees in the performance of  
26 their work nor interfere with the delivery of County services. The Union shall notify the Employer of  
27 such visits in advance. Except as may be provided in other provisions of this Agreement, department  
28 work hours shall not be used by employees for the conduct of Union business or the promotion of

Union affairs (e.g., conduction of elections and other internal Union business).

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

**Section 1.13. Shop Steward.** The Employer agrees to recognize employees appointed and identified by the Union to be Shop Stewards. Upon notification to a designated supervisor or officer, a Shop Steward may, if requested by the employee-grievant, initiate grievances and both steward and employee-grievant may attend grievance meetings on work time. The Shop Steward's work shall not be unreasonably disrupted because of his/her participation in grievance matters.

**Section 1.14. Right to Representation.** Employees shall have the right to the attendance of a Union representative at disciplinary and/or investigatory meetings. If the employee requests Union representation at such a meeting, the employee shall notify the Employer and shall be provided reasonable time to arrange for a representative to be present. If the employer has not informed the employee prior to the meeting of the meeting's purpose and of the employee's right to have a representative present, the employee may request adjournment for a reasonable time period until a representative can be present.

**Section 1.15. Present Conditions.** (Remains open for purpose of discussion of unit clarification.) No present employee, who, prior to the date of this Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the class of work in which the employee was engaged, will suffer a reduction in the rate of wages or benefits from the application of this Agreement, unless such reduction is part of this Agreement.

## **ARTICLE 2: DEFINITIONS**

In addition to MLA Preamble-Definitions:

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

**Section 2.2. Full-Time Regular Employees.** Full-time regular employees are employees

1 who have an established work schedule of not less than thirty-five (35) and not more than forty (40)  
2 hours per week and fill a full-time budgeted position.

3 **Section 2.3. Part-Time Regular Employees.** Part-time regular employees are employed in a  
4 part-time regular position and are regularly scheduled to work at least 910 hours in a year (35 hour  
5 work week) or 1040 hours in a year (40 hour work week). Part-time regular employees are members  
6 of the career service and are eligible for holidays, leave, and insured benefits.

7 **Section 2.4. Temporary Employees (excluding Term-limited Temporary Employees).**  
8 Temporary employees are individuals employed in a temporary position, either full or part-time,  
9 employed on a temporary basis for less than 910 hours in a calendar year (35 hour work week) or  
10 1040 hours in a calendar year (40 hour work week). Temporary employees shall be exempt from all  
11 provisions of this Agreement except for Section 1.6, Section 2.4, and Article 11 Grievance  
12 Procedure; provided however, temporary employees shall be covered by the Grievance Procedure  
13 solely for the purposes of adjudicating grievances relating to Section 1.6, Section 2.4, and Article 11  
14 of this Agreement. The Department will not use temporary employees to cause the reduction of  
15 existing bargaining unit positions.

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

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

28 **Section 2.7. Hourly (overtime-eligible) employees.** Hourly employees are eligible for

overtime in accordance with the provisions of the Fair Labor Standards Act and this collective bargaining agreement. These employees will be paid for all the hours they are required or permitted to work.

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

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

### **ARTICLE 3: NON-DISCRIMINATION**

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

Complaints or charges under this Article may be pursued through Step 3 of the grievance procedure set forth in Article 11 of this Agreement, and/or with appropriate local, state or federal equal employment opportunity agencies.

### **ARTICLE 4: EMPLOYMENT PRACTICES**

**Section 4.1 Discipline:** Per MLA Article 27.

**Section 4.2. Personnel Files.** The employees covered by this Agreement may examine their personnel files in the department's personnel office in the presence of the department Personnel Manager or a designee. Upon request, employees may receive a copy of any materials in their file.

1 Employees shall be notified of any materials related to disciplinary actions to be placed in their  
2 personnel files. Employees shall be given an opportunity to provide a written response to any written  
3 evaluations, disciplinary actions, or any other material to be included in the personnel file.

4 **Section 4.3. Employer Policies.** All written department policies and procedures addressing  
5 working conditions specified in this Agreement for employees covered by this Agreement shall be  
6 furnished to the Union. If conditions allow, the Employer will attempt to give the Union at least two  
7 (2) weeks notice of any such written policies.

8 **Section 4.4. Performance Evaluations.** The Employer shall maintain a performance  
9 evaluation system relating to employees covered by this Agreement. The performance evaluation  
10 system shall be used as a method in measuring an employee's performance. The performance  
11 evaluation system shall encompass performance expectations based upon the goals and objectives of  
12 the position being evaluated.

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

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

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

26 **Section 4.5. Probation Period.** An employee appointed to a career service position shall  
27 serve a probation period, which normally shall be six months from the date of appointment to a  
28 classification. The probation period may be extended provided the employee and union



representative are notified of the extension prior to the expiration the initial six months, but probation shall not exceed twelve months in any case.

**Section 4.6. Position Vacancies.** Per MLA Job Posting Article 18.

**Section 4.7. Filling Vacancies.** If the qualifications of a regular career service bargaining unit candidate are equal to the qualifications of another candidate, the regular bargaining unit employee shall receive preference for appointment. If two career service bargaining unit candidates are equally qualified, the most senior employee shall be appointed.

**Section 4.8. Working Out of Class.** Per MLA Article 37.

**Section 4.9. Working Out of Class Assignment Selection.** When there is an opportunity for bargaining unit employees to be assigned Out of Class Work, management shall notify the qualified bargaining unit members and allow an opportunity for employees to volunteer to be considered for the assignment. If two bargaining unit candidates are equally qualified, the most senior employee will receive the assignment.

## **ARTICLE 5: HOURS OF WORK**

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

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

**Section 5.2. Meal and Break Periods.** Each seven (7) or eight (8) hour workday for overtime-eligible employees shall include one unpaid meal period of at least thirty (30) minutes approximately midway through the shift, and two (2) paid break periods of fifteen (15) minutes each. One additional paid break period of fifteen (15) minutes may be taken during each three (3) hour overtime period. Employees required to remain in the workplace during their meal period shall be

1 paid at the appropriate rate of pay.

2       **Section 5.3. Overtime.** All time worked by an overtime-eligible employee in excess of forty  
3 (40) hours in one work week (except as provided in Section 6.8), shall be considered overtime and  
4 paid for at the overtime rate. All overtime requires prior authorization by the Employer. With  
5 mutual agreement between the Employer and employee, overtime work may be compensated with  
6 compensatory time off at the rate of one and one-half times the time worked.

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

10       **Section 5.4. Workweek.** Nothing in Article 5 shall limit the Employer's ability to offer the  
11 Employee an alternative work schedule. Employees may have flexible work schedules with the  
12 mutual consent of the employee and the Employer. Requests by the employee to work an alternative  
13 work schedule shall not be unreasonably denied by the Employer.

14       **Section 5.5. Call-In Pay.** Per MLA After Hours Support Article 33; incorporated in full.

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

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

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

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

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

24       **Section 5.7. Training.** (in addition to MLA Article 36). When management approves an  
25 employee to attend a training program, the training will be considered paid work time, and the  
26 County will pay program fees and pay travel expenses in accordance with County reimbursement  
27 policies.

1 **ARTICLE 6: HOLIDAYS**

2 Per MLA Article 10.

3 In addition to MLA Article 10:

4 ***Section 6.1. Pay for Work on a Holiday.*** Work performed on holidays by overtime-eligible  
5 employees shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular  
6 holiday pay.

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

11 ***Section 6.3. Holiday Pay for Alternative Work Schedules.*** Holiday benefits shall be based  
12 on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees  
13 working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a  
14 day. Employees scheduled to work an alternative work week shall be granted no more than ninety-  
15 six (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per  
16 week schedule. An employee working an alternative schedule, such as four ten-hour days, during  
17 which a holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or  
18 adding either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to  
19 receive ten (10) hours of pay for the holiday.

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

22 **ARTICLE 7: VACATION AND VACATION LEAVE CAP**

23 Per MLA Articles 35 and 9.

24 In Addition to MLA Articles 35 and 9:

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

28 ***Section 7.2. Vacation Scheduling.*** The Department and Division management shall arrange

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

## **ARTICLE 8: SICK LEAVE**

Per MLA Article 34.

In Addition to MLA Articles 34:

**Section 8.1.(a). Administration of Sick Leave:** Department management shall be responsible for proper administration of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness to the appointing authority for any requested sick leave absences of more than three (3) working days or if abuse of sick leave is suspected. Abuse of sick leave shall be grounds for disciplinary action.

**Section 8.1.(b). Sick Leave during vacation:** If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he/she shall notify the department immediately upon return to work. A doctor's statement or other proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.

**Section 8.2. Wellness Incentive.** Employees within the bargaining unit who, during a calendar year, used less than thirty-six (36) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. This benefit shall be prorated for part-time employees.

## **ARTICLE 9: RATES OF PAY**

In addition to both MLA and Total Compensation Agreement - (MOA Doc Code 000U0516):

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

**Section 9.2. Step Increases.** Employees hired at Step 1 of their pay range shall receive one

(1) step increase after successful completion of the probationary period, and may receive a step increase at the discretion of the Employer if hired at Step 2 or higher. Non-probationary regular employees who are not at Step 10 of the salary range will receive a one-step increase annually on January 1. Employees out on leave for industrial injury will continue to receive step increases during that time.

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

**Section 9.4. Out of Class Pay.** Per MLA Work Out of Class, Article 37.

**Section 9.5. Shift Differential.** The County will pay shift differential of sixty (60) cents per hour for regularly scheduled shifts of at least thirty (30) days duration which begin after 12:00 p.m.

## **ARTICLE 10: LEAVES OF ABSENCE**

Per MLA Articles 8, 5, 2, and 3 with additional language below.

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

**Section 10.1.B. Family and Medical Leave.** Per MLA Article 11.

**Section 10.1.C. Bereavement Leave.** Per MLA Article 8.

**Section 10.2. Pay for Jury Duty and Court Leave.** (In addition to MLA Jury Duty Article 5). All regular leave eligible employees ordered on a jury or to appear before a court of law in a matter related to their employment in King County shall be entitled to their regular pay

**Section 10.3. Military Duty.** Per MLA Article 2.

**Section 10.4. Leave Without Pay.** PER MLA Article 3.

**Section 10.5. Executive Leave.** Employees covered by this Agreement who are exempt from the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of Executive Leave per year, as determined by the Employer, in accordance with Executive Policy.

## **ARTICLE 11: GRIEVANCE PROCEDURE**

Per MLA Article 26 and 27.

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

2 Per MLA Article 25.

3 **ARTICLE 13: HEALTH AND SAFETY**

4 The Employer agrees to comply with all applicable federal, state and local laws and  
5 regulations regarding health and safety.

6 **ARTICLE 14: REDUCTION IN FORCE**

7 (OPEN for purpose of updating to make consistent with Unit Clarification and Article 1).

8 ***Section 14.1. Order of Layoff.*** In the event of a reduction in force due to lack of work and/or  
9 lack of funds or considerations of efficiency, layoffs shall be by Seniority as defined in Article 2,  
10 Section 2.9 of this Agreement.

11 ***Section 14.1.(a).*** An employee who is recalled within two calendar years of the date of  
12 layoff, as provided in Section 14.4 below, shall have all accrued Seniority restored. Seniority shall  
13 accrue during any compensated leave or during any leave without pay for periods of thirty (30) days  
14 or less. Seniority shall be retained but shall not accrue during that period of an authorized leave of  
15 absence without pay that exceeds thirty (30) calendar days.

16 ***Section 14.1.(b).*** The position(s) to be eliminated shall be at the sole discretion of the  
17 Employer. If the Employer determines that an employee possesses a unique skill or abilities which  
18 are essential to the operation of the division, the Employer may retain such an employee and need not  
19 lay them off under the seniority-based layoff procedure of this Article. The least senior employee(s)  
20 in the bargaining unit in the affected job classification in the Department (Community and Human  
21 Services, or Public Health) shall be laid off first; however, in the event of two (2) employees having  
22 the same seniority in the affected job classification, ability and skill, shall be the determining factor  
23 on retention. In lieu of laying off an employee, the Human Resources Division (HRD) Director may  
24 reassign such employee(s) to a comparable, vacant position, if the HRD Director determines such  
25 reassignment to be in the best interest of the County.

26 ***Section 14.2. Bumping.*** In any layoff, more senior employees, if qualified, as determined by  
27 the Department, shall be entitled to bump less senior employees, the intent being that the least senior  
28 employees be laid off first. Employees in the bargaining unit who are laid off may bump into other

positions in the bargaining unit if they meet all of the following criteria:

1. The employee to be bumped has the least Seniority in the lower classification than the employee who elects to bump; and
2. The employee to be bumped is at a lower pay range than the employee who elects to bump; and
3. The employee electing to bump has previously performed the essential duties of the person (including work unit and function) he/she is electing to bump.

**Section 14.3. Placement.** The County will attempt to place all employees scheduled for layoff into vacant positions for which they qualify. Such qualifications shall be determined by the Director of the Human Resources Division. Employees may access King County Career Support Services (CSS) as applicable under the CSS Program.

**Section 14.4. Recall.** All employees who are laid off shall be placed on a recall list with the employee with the most Seniority being recalled first. A laid-off employee may be removed from the department recall list for any of the following reasons:

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

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

## **ARTICLE 15: EDUCATION AND TRAINING**

In Addition to MLA Article 36.

The County and the Union agree continuous upgrading of employee's skills and knowledge is

beneficial to providing quality services to the public. Therefore, employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education. The Employer recognizes the importance and value of providing training opportunities. To that end, the Health Department and the Department of Community and Human Services will continue to have this as a goal, making every effort to allow employees reasonable release time to attend training sessions and seminars in their field.

## **ARTICLE 16: MISCELLANEOUS**

***Section 16.1. Automobile Usage and Bus Passes.*** Per MLA Articles 24 and 38.

***Section 16.2. Employee Assistance Program.*** An Employee who appears to have a substance abuse, behavioral, or other problem which is affecting job performance or interfering with the ability to do their job, shall be encouraged to seek information, counseling, or assistance through the King County Employee Assistance Program.

***Section 16.3. Labor Management Committee.*** The parties agree to participate in a Labor-Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and designated management participants. Meetings will be scheduled during normal work hours, and employee representatives on the Committee shall participate on paid work time, provided that the Employer will incur no overtime liability as a result of employee participation in the Labor-Management Committee.

***Section 16.4. Meal Allowance.*** An employee covered by this Agreement, who is required by the Employer to travel on Employer business will be entitled to an allowance consistent with King County Ordinance.

## **ARTICLE 17: MANAGEMENT RIGHTS**

***Section 17.1.*** The County will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing including, but not limited to, the following: the right to determine the standards of services to be offered by the department; determine the standards of selection of employment; direct its employees; take disciplinary action; determine the methods, tools, and standards of evaluating employee performance, relieve its employees from duty because of lack



1 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the  
2 efficiency of governmental operations; determine the methods, means, and personnel by which the  
3 County operations are to be conducted; determine job classifications of County employees; exercise  
4 complete control and discretion over its work and fulfill all of its legal responsibilities, and to  
5 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that  
6 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions  
7 shall not be subject to any grievance or arbitration proceeding.

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

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

## 17 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

26 ***Section 18.2.*** Upon notification in writing by the County to the Union that any of its  
27 members are engaged in a work stoppage, the Union shall immediately, in writing, order such  
28 members to immediately cease engaging in such work stoppage and provide the County with a copy

1 of such order. In addition, if requested by the County, a responsible official of the Union shall  
2 publicly order such Union members to cease engaging in such work stoppage.

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

6 **ARTICLE 19: SEPARABILITY**

7 Per MLA Article 30, Savings Clause.  
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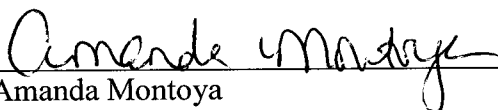
1 **ARTICLE 20: DURATION**

2 Per MLA Article 31.

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5 APPROVED this 14 day of MARCH, 2018.

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8 By:   
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10 King County Executive

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15 For Office & Professional Employees  
16 International Union, Local 8:

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18 Amanda Montoya  
19 Union Representative

**ADDENDUM A****OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8****SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH****DEPARTMENT OF COMMUNITY AND HUMAN SERVICES****(Open for Unit Clarification)**

Employees covered by this Agreement are allocated to the King County job classifications listed below. Employees of the Department of Public Health, Seattle and King County, are assigned to the Prevention Division. Employees of the Department of Community and Human Services are assigned to the Behavioral Health and Recovery Division.

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Salary Range* (Squared Table)</b>
4201100	421203	Administrative Specialist I	33
4201200	421302	Administrative Specialist II	37
2810000	281102	Administrative Staff Assistant	48
3117100	313102	Chemical Dependency Case Monitor	45
3120200	313302	Chemical Dependency Involuntary Commitment Specialist	53
9327100	932402	Chemical Dependency Transfer Driver	29
2441100	243103	Project/Program Manager I	53
2441200	243202	Project/Program Manager II	58
2441300	243306	Project/Program Manager III	63

\* Refer to the King County Squared Salary Schedule for rates