

**Master Labor Agreement (MLA) - Appendix 24
 Agreement Between King County
 And
 Professional and Technical Employees, Local 17
 Departments: Public Health, Community & Human Services
 [060]**

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MEMORANDUM OF AGREEMENT: EMPLOYEES IN THE DEPARTMENT OF COMMUNITY
 AND HUMAN SERVICES

1 Information Systems Professional Unit, Emergency Medical Services Unit, Department of
2 Community and Human Services Unit and Public Health Administrative Support Supervisors Unit as
3 defined by classifications listed in Addendum A to this Agreement, excluding certain temporary
4 employees, contract employees, supervisors, managers and confidential employees pursuant to PERC
5 certifications and County and Union recognition agreements.

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

10 **Section 1.3. Payroll Deduction.** The County agrees to deduct from the paycheck of each
11 employee, who has so authorized it, the regular intake fee and regular monthly dues (or agency fees)
12 uniformly required of members of the Union. The amounts deducted shall be transmitted per pay
13 period to the Union on behalf of the employees involved. Authorization by the employee shall be on
14 a form approved by the parties hereto and may be revoked by the employee upon request. The
15 performance of this function is recognized as a service to the Union by the County.

16 **Section 1.4. Indemnification.** The Union agrees to indemnify and hold harmless the County
17 from any and all liability resulting from the dues check-off system, the Union security obligation, and
18 the religious exemption requirements, except as delineated in Sections 1.6 and 1.7 below.

19 **Section 1.5. Condition of Employment.**

20 A. It shall be a condition of employment that within thirty (30) days of the effective
21 date of this Agreement all employees covered by this Agreement shall become and remain members
22 in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each
23 Employee covered by this Agreement and hired into the bargaining unit on or after its effective date
24 will, on the thirtieth day following the beginning of such employment, become and remain a member
25 in good standing of the Union, or pay an agency fee to the Union in lieu of membership.

26 B. An employee who holds bona fide religious tenets or teachings that prohibit Union
27 membership or the payment of dues or intake fees to Union organizations or any other reason is
28 eligible for a religious exemption as determined by the Public Employment Relations Commission,

1 will pay an amount of money equivalent to regular union dues and intake fees to a charitable
2 organization mutually agreed upon by the Employee and the Union. Such employee will furnish the
3 Union with written proof that such payments are being made.

4 **Section 1.6. Service Fee Payment.** A temporary employee shall, pay to the Union, in lieu of
5 the Union security requirement under this Article, a service fee in an amount equal to the Union's
6 regular dues uniformly required of full-time regular and part-time regular (hereinafter "regular")
7 Department employees within the bargaining unit.

8 **Section 1.7. Failure to Fulfill Obligations.** Failure by an employee to abide by the afore-
9 referenced provisions shall constitute cause for discharge of such employee; provided, however, it
10 shall be the responsibility of the Union to notify the King County Human Resources Division
11 Director of the Department of Executive Services (DES), with a copy to the Department, in writing
12 when it is seeking discharge of an employee for noncompliance with Section 5 and Section 6 of this
13 Article. When an employee fails to fulfill the union security obligations set forth within this Article,
14 the Union shall forward a "Request for Discharge Letter" to the Public Health Human Resources
15 Manager (with copies to the affected employee and the DES). Accompanying the discharge letter
16 shall be a copy of the letter to the employee from the Union explaining the employee's obligation
17 under Article 1, Section 5 or Section 6.

18 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
19 the employee for failure to abide by Section 1.5 or Section 1.6 of this Article, but provide the
20 employee and the County with thirty (30) calendar days' written notification of the Union's intent to
21 initiate discharge action, during which time the employee may make restitution in the amount which
22 is overdue. Upon receipt of the Union's request, the Public Health Human Resources Manager shall
23 give notice in writing to the employee, with a copy to the Union and the DES, Human Resources
24 Division, Labor Relations Section that the employee faces discharge upon the request of the Union at
25 the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter"
26 and that the employee has an opportunity before the end of said thirty (30)-calendar day period to
27 present to the Public Health Human Resources Manager any information relevant to why the Public
28 Health Department should not act upon the Union's written request for the employee's discharge.

1 In the event the employee has not yet fulfilled the obligation set forth within Section 1.5 or
2 Section 1.6 of this Article within the thirty (30)-calendar day period noted in the “Request for
3 Discharge Letter,” the Union shall thereafter reaffirm in writing to the Public Health Human
4 Resources Manager with copies to the affected employee and the DES, its original written request for
5 discharge of such employee. Unless sufficient legal explanation or reason is presented by the
6 employee why discharge is not appropriate or unless the Union rescinds its request for the discharge
7 the County shall, as soon as possible thereafter, effectuate the discharge of such employee. If the
8 employee has fulfilled the union security obligation within the thirty (30)-calendar day period, the
9 Union shall so notify the Public Health Human Resources Manager in writing, with a copy to the
10 DES and the affected employee. If the Union has reaffirmed its request for discharge, the Public
11 Health Human Resources Manager shall notify the Union in writing, with a copy to the Human
12 Resources Division Director of DES and the affected employee, that the Department effectuated, or
13 that the Department has not discharged the employee, setting forth the reasons why it has not done so.

14 **Section 1.8. Bargaining Unit List.** Once each calendar year in September and upon request,
15 the County will provide the Union with a current listing of all employees within the bargaining units.
16 The list shall include the name of the employee, the employees’ classification, and seniority within
17 the bargaining unit, seniority within the employees’ current classification, classification date,
18 division, job location, and salary.

19 **Section 1.9. Bargaining Unit Status.** The County will require all new employees hired for a
20 position included in the bargaining unit to sign a form with a copy to the Union which will inform
21 them of their bargaining unit status. When requested by the Union at no less than monthly intervals,
22 Public Health shall make available to the Union the names of employees who have left the bargaining
23 unit.

24 **Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.** Eligible
25 temporary employees (those who were employed by the Department of Public Health on or before
26 August 1, 2001) shall be paid at Step 6 of their applicable pay range in lieu of their continued
27 compensation of fifteen (15) percent of base salary in lieu of leave benefits for each hour worked.
28 These “short-term” temporary employees shall continue to be paid at Step 6 of the range until such

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

10 **ARTICLE 2: MANAGEMENT RIGHTS**

11 **Section 2.1. Management Rights.** The right to hire, appoint, promote, discharge for just
12 cause, improve efficiency, and determine work schedules and the location of Department facilities are
13 examples of management prerogatives. It is understood that the County retains its right to manage
14 and operate its divisions except as may be limited by an express provision of this Agreement. When
15 management deems it necessary, work schedules may be established other than the normal Monday
16 through Friday schedule. Core work hours are determined by the County, vary from work site and
17 may be changed by the County, as operational needs require. The County and the Union agree to
18 negotiate the impact of changes to core work hours.

19 **Section 2.2. Health Services Delivery.** Delivery of health services in the most efficient,
20 effective, and courteous manner is of paramount importance to the Department and, as such,
21 maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to
22 achieve this goal, the parties hereby recognize the County's and the Department's right to determine
23 the methods, processes, and means of providing health services, the right to increase or diminish
24 operations, in whole or in part, the right to increase, diminish or change equipment, including the
25 introduction of any and all new, improved, or automated methods or equipment, and the assignment
26 of employees to specific jobs within the bargaining unit.

27 **Section 2.3. Public Employment Programs.**

28 **A.** As part of its public responsibility, the Department may participate in or establish

1 public employment programs to provide employment and/or training for and/or service to the
2 Department by various segments of its citizenry. Such programs may result in individuals
3 performing work for the Department, which is considered bargaining unit work pursuant to
4 RCW 41.56. Such programs have included and may include youth training and/or employment
5 programs, adult training and/or employment programs, vocational rehabilitation programs, work-
6 study and student intern programs, court-ordered community service programs, volunteer programs,
7 and other programs with similar purposes. Some examples of such programs already in effect
8 include Summer Youth Employment Program (SYEP), Youth Employment Training Program
9 (YETP), Work Study, and court-ordered Community Service. Individuals working for the
10 Department pursuant to such programs shall be exempt from all provisions of this Agreement.

11 **B.** The Department shall have the right to implement new public employment
12 programs or expand its current programs beyond what exists as of the signature date of this
13 Agreement. Where such implementation or expansion involves bargaining unit work and results in a
14 significant departure from existing practice, the Department shall give thirty (30) days advance
15 written notice to the Union of such. Upon receipt of a written request from the Union thereafter, the
16 Department shall engage in discussions with the Union on concerns raised by the Union.
17 Notwithstanding any provision to the contrary, the expanded use of individuals under such a public
18 employment program which involves the performance of bargaining unit work with the Department,
19 beyond what has traditionally existed, shall not be the cause of (1) a layoff of regular employees
20 covered by this Agreement, or (2) the abrogation of a regular budgeted full-time position covered by
21 this Agreement which recently had been occupied by a regular full-time employee that performed the
22 specific bargaining unit work, now being or about to be performed by an individual under one of the
23 Department's public employment programs.

24 **ARTICLE 3: EMPLOYEE RIGHTS**

25 **Section 3.1. Off-duty Activities.** The off-duty activities of employees shall not be cause for
26 disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's
27 work performance or the program or image of the Department and/or County.

28 **Section 3.2. Personnel Files.** The employees covered by this Agreement may examine their

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

9 **Section 3.3. Representation.** The County agrees that when an employee covered by this
10 Agreement attends a meeting for purposes of discussing an incident which may lead to suspension,
11 demotion, or termination of that employee because of that particular incident, the employee shall be
12 advised of his/her right to be accompanied by a representative of the Union. If the employee desires
13 Union representation in said matter, he/she shall so notify the County at that time and shall be
14 provided reasonable time to arrange for Union representation.

15 **Section 3.4. Performance Standards.** Performance standards used to measure the
16 performance of employees shall be reasonable. The hiring authority and the employee should
17 communicate performance standards at the time of hire, with any change in job duties, and as
18 appropriate.

19 **Section 3.5. EAP.** The employee who appears to have a substance abuse, behavioral, or
20 other problem which is affecting job performance or interfering with the ability to do the job, shall be
21 encouraged to seek information, counseling, or assistance through private sources that she/he may be
22 aware of or sources available through the King County Employee Assistance Program (EAP).
23 Employees are encouraged to make use of such sources on a self-referral basis and supervisors will
24 assist in maintaining confidentiality. No employee's job security will be placed in jeopardy as a
25 result of seeking and following through with corrective treatment, counseling, or advice.

26 It is the employee's responsibility to correct unsatisfactory job performance or behavioral
27 problems interfering with the ability to perform the job, and failure to do so will result in disciplinary
28 action commensurate with the lack of satisfactory performance or degree of infraction. The

1 Department Director may at his/her discretion hold such disciplinary action in abeyance if the
2 employee agrees to:

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

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

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

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

12 **Section 3.6. Use of Temporary Employees.** The County shall not use temporary employees
13 to supplant regular positions.

14 **ARTICLE 4: NONDISCRIMINATION**

15 **Section 4.1. Non-discrimination.** The County and the Union agree that they will not
16 discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation
17 including gender identity and expression, creed, religion, ancestry, or national origin; or the presence
18 of any sensory, mental or physical disability, unless based on a bona fide occupational qualification
19 reasonably necessary to the normal operation of the Department.

20 **Section 4.2. Gender-Neutral Language.** Whenever words denoting the feminine or
21 masculine gender are used in this Agreement, they are intended to apply to either gender.

22 **ARTICLE 5: GRIEVANCE PROCEDURE**

23 The parties agree the terms set forth in the MLA, Article 26, shall govern the grievance
24 process.

25 **ARTICLE 6: WORK STOPPAGES**

26 The County, Department, and Union agree that the public interest requires the efficient and
27 uninterrupted performance of all health services and, to this end, pledge their best efforts to avoid or
28 eliminate any conduct contrary to this objective. During the life of the Agreement, the Union shall

1 not cause any work stoppage, strike, slowdown, or other interference with County and/or Department
2 functions by employees under this Agreement, and should same occur, the Union agrees to take
3 appropriate steps to end such interference. Employees shall not cause or engage in any work
4 stoppage, strike, slowdown, or other interference with County and/or Department functions for the
5 term of this Agreement. Employees covered by this Agreement who engage in any of the foregoing
6 actions shall be subject to such disciplinary actions as may be determined by the County and/or
7 Department, including but not limited to, the recovery of any financial losses suffered by the County
8 and/or Department.

9 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**
10 **APPEALS**

11 **Section 7.1. Definitions.** The following shall define terms used in this Article:

12 **Initial Probationary Period:** Except as provided in Section 6 below, a six (6)-month
13 trial period of employment following an initial regular appointment to a career service bargaining
14 unit position (This includes transfers from outside of the department).

15 **Probation Period/Promoted Employee:** All employees who are promoted serve a
16 six (6)-month probationary period from the date of promotion.

17 **Section 7.2. Probationary Period/Status of Employee.** Employees who are hired for career
18 service positions from an eligible register shall serve a probationary period of six (6) months, at
19 which time they shall become regularly appointed employees.

20 Employees who are rehired after separating for any reason (voluntary or involuntary) from
21 employment with the Department of Public Health shall be required to serve the six-month
22 probationary period upon rehire; provided, however, an employee who has been separated by reason
23 of layoff or medical separation, shall not have to serve a probationary period upon rehire if the
24 employee is rehired within one year of separation and the rehire is to a position that is in the same
25 classification and the same Division from which the employee was separated.

26 Occasional absences due to illness, vacations, and military leaves shall not result in an
27 extension of the probationary period, but upon approval of the Department Director or designee, an
28 employee's probationary period may be extended so as to include the equivalent of a full six (6)

1 months of actual service where there are numerous absences.

2 A. The probationary period shall provide the Department with the opportunity to
3 observe a new employee's work, to train and aid the new employee in adjustment to the position, and
4 to terminate any employee whose work performance fails to meet the required standards.

5 B. An employee shall become regular after having completed the probationary period
6 unless the individual is dismissed under provisions of Section 3 below.

7 C. An employee's initial probationary period may be extended up to six (6) additional
8 months subject to approval by the Department Director or designee prior to the expiration of the
9 initial six (6)-month probationary period.

10 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the
11 initial probationary period after having been given written notice. The reasons for the dismissal shall
12 be filed with the Office of Labor Relations Director, or designee, and a copy sent to the Union.

13 An employee dismissed during the initial probationary period shall not have the right to
14 appeal the dismissal. The employee shall not be entitled to reinstatement.

15 **Section 7.4. Probationary Period/Promotion.** A regular employee who is promoted from
16 an eligible register to a position in a higher-paid classification shall serve a six (6)-month probation
17 period.

18 A. The probationary period shall provide the Department with the opportunity to
19 observe the employee's work and to train and aid the employee in adjustment to the position.

20 B. An employee who has been promoted from one classification in a County
21 department to another classification in the Department and who fails to satisfactorily complete the
22 probation period shall be given fifteen (15) calendar days written notice prior to being returned to
23 his/her former classification subject to any applicable County personnel rules or collective bargaining
24 agreement provisions.

25 C. An employee's probation period may be extended up to three (3) additional
26 months by written mutual agreement between the Department, the employee, and the Union, prior to
27 expiration of the initial six (6)-month probationary period.

28 D. Employees who fail probation and are returned to their previous classification

1 during probationary period shall not have the right to appeal the reversion.

2 E. If an employee elects not to accept an offer of employment in a position essentially
3 the same that the employee previously held, the employee's name shall be removed from the Public
4 Health Reversion Register.

5 F. This section shall be applicable only to those Public Health positions which are
6 covered by this Agreement.

7 G. Upon appointment from a Reversion Register a Public Health employee shall be
8 paid at the step of the range which he/she normally would have received had he/she not been
9 promoted.

10 **Section 7.5. Transfers During Probationary Period.** If a probationary employee is
11 transferred in the same classification from a County department to the Department, the Department
12 may, with approval of the Human Resources Division Director of DES, or designee, require that a
13 complete six (6)-month probationary period be served.

14 A. If a probationary employee in the County or Public Health is transferred to a
15 different classification in the Department, the employee shall serve a complete six (6)-month
16 probationary period in the new classification. If a regular employee in the County or Public Health is
17 transferred to a different classification in Public Health, the employee shall serve a complete six (6) -
18 month probation period in the new classification.

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

25 C. Within the Department, if a probationary employee is regularly appointed to a
26 higher classification while serving in a probationary period, the initial probationary period and the
27 new probationary period for the higher classification shall overlap, provided the higher and the lower
28 classifications are in the same or a closely related field. The employee shall complete the term of the

1 original probationary period and be given regular standing in the lower class. In such cases where the
2 probationary period is longer than the probationary period for the higher classification, the
3 probationary period shall continue to run for the full duration of its original term and be applicable to
4 both the lower and the higher classification.

5 **Section 7.6. Health and Environmental Investigator I Probation.**

6 **A. Promotion.** The Union and the County agree that career service employees
7 occupying the bargaining unit position of H&EI I will be promoted to H&EI II upon successful
8 completion of the twelve (12) month probationary period.

9 **B. Certification Requirement.** The Union acknowledges the County's right to
10 require that successful completion of probation will include, but is not limited to, the possession of a
11 Certificate of Registration as a Registered Sanitarian (RS) or as a Registered Environmental Health
12 Specialist (REHS) certificate issued by the Washington State Board of Registered Sanitarians or
13 National Environmental Health Association. Possession of the "In-Training" status of the RS or
14 REHS shall be sufficient to satisfy the certification requirement.

15 **C. Probation Extension.** The Union and the County acknowledge that in the event a
16 H&EI I is unable to obtain the RS or REHS within one year of hire, the employee's initial probation
17 period may be extended for up to six (6) additional months as provided in Article 7 of this agreement.

18 **D. Unsuccessful Probation.** The Union and the County acknowledge that failure to
19 complete successfully the probation requirements of the H&EI I shall result in a probationary
20 separation pursuant to this Article of the agreement.

21 **Section 7.7. Performance Evaluation.**

22 **A. Evaluations.** Career service employees shall be evaluated at least once during
23 their probation period, and at least once a year thereafter. Such evaluations may be used to determine
24 acceptable performance levels, prepare work schedules, and to measure the performance of each
25 career service employee or group of employees.

26 **B. Appeal of Performance Evaluation.** Within 10 working days after the receipt of
27 the final performance evaluation, the employee may appeal the evaluation in writing, to the Division
28 Director/Manager. (A performance evaluation is considered final when the supervisor has signed the

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

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

22 **Section 7.8. Credit Towards Probation for Previous Service in Classification.** When an
23 employee is reclassified to a higher classification, or if an employee has performed the duties of a
24 higher classification in a special duty or temporary capacity, the Employer may allow continuous
25 time spent performing work of the higher classification to apply to the probationary requirement (e.g.,
26 three months of prior service may apply to the probationary period so that only three months remain
27 to be served to fully satisfy the probationary period).

1 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

2 Pursuant to Total Compensation, MLA Article 29 and the following:

3 **Section 8.1. Wages and Total Compensation.** The wage rates for the positions covered by
4 this Agreement shall be as set forth in Addendum A. The General Wage Increases (GWI) for the
5 term of this Agreement are provided in the MLA and the Total Compensation Agreement (MOA Doc
6 Code 000U0516) and relevant successor Total Compensation Agreements.

7 **Section 8.2. Economic and Fiscal Conditions Reopener.** The parties agree when
8 significant shifts in economic and fiscal conditions occur during the term of this agreement, the
9 parties agree to reopen negotiations specific to this Appendix only for general wage increases when
10 triggered by either an increase in the King County unemployment rate of more than 2 percentage
11 points compared with the previous year or a decline of more than 7% in County retail sales as
12 determined by comparing current year to previous year. Data will be derived from Washington State
13 Department of Revenue. By no later than July 30th of each year of this agreement, the county will
14 assess whether the economic measurements listed above trigger contract reopeners on general wage
15 increase for the subsequent year.

16 **Section 8.3. Position Classification.**

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

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

- 25 **1.** The same descriptive title may be used to designate each position in the
26 class;
- 27 **2.** The same level of education, experience, knowledge, ability, and other
28 qualifications may be required of incumbents;

1 3. Similar tests may be used to select incumbents;
2 4. One schedule of compensation will apply with equity under substantially
3 the same employment conditions.

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

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

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

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

22 **Section 8.4. Step Placement.**

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

28 This provision shall not apply to "provisional" work outside of classification, or temporary

1 employees; provided, however, for a “short-term” temporary employee who has worked in excess of
2 520 straight time hours within the previous twelve (12) month period, and who is appointed to a
3 regular position without a break in service, work performed within the previous twelve (12) month
4 period shall be counted for purpose of salary step placement. An employee who has been reclassified
5 will be given credit for pay step purposes for the continuous time worked immediately preceding the
6 reclassification for which he/she was properly paid “work outside of classification pay” per Article 9
7 of the Agreement.

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

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

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

23 **E. Temporary Employee Pay.** “Short term” temporary employees shall be paid for
24 all hours worked at the first pay step of the hourly rate of pay set forth within Addendum A covering
25 the classification of work in which he/she is employed. The Director of Public Health must approve
26 any exception in writing with notice to the Union.

27 **F. Changes in Incumbent Status Transfers.** An employee transferred to another
28 position in the same class or having an identical salary range shall continue to be compensated at the

1 same rate of pay until the combined service requirement is fulfilled for a step increase, and shall
2 thereafter receive step increases as provided in Section 8.(B).

3 **G. Promotions.** A career service employee appointed to a position in a class having
4 a higher maximum salary shall be placed either in the first step of the new salary range or at the step
5 which is the equivalent of two (2) steps (approximately five (5) percent) more than the employee's
6 former salary step, whichever is greater, but not to exceed the top step of the new range. This shall
7 apply only to appointments of employees from full-time regular and part-time regular positions and
8 shall not apply to appointments from positions designated as "provisional" or to temporary
9 assignments providing pay over regular salary while so assigned.

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

13 1. If the rate of pay received in the higher class is above the maximum salary
14 for the lower class, the employee shall receive the maximum salary of the lower range.

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

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

1 **Section 8.5. Shift Differentials.**

2 **Night Shift** - A bargaining unit employee scheduled to work in a 24-hour facility or site
3 which is staffed for 24-hour operation shall receive a \$.75 per hour night shift differential for all
4 scheduled hours worked during the hours between 10:00 p.m. to 7:00 a.m.

5 **Evening Shift** - A bargaining unit employee shall receive a \$.50 per hour evening shift
6 differential for all hours worked after the normal business hours of 5:00 p.m.

7 Shift differential pay does not apply to employees on alternative schedules as provided in
8 Article 17.2 of this Agreement. The above differentials shall be applied to overtime rates consistent
9 with the FLSA and shall apply to time worked as opposed to time off with pay and therefore, for
10 example, the differentials shall not apply to sick leave, vacation, holiday pay, funeral leave, etc.

11 **Section 8.6. Bilingual Premium Pay.**

12 Employees may be assigned in writing to provide bilingual, interpreter and/or translation
13 services to the Department and compensated a premium of \$50 dollars per month. This assignment
14 will be renewed annually and may be terminated at any time. It is understood by the parties that the
15 work performed by the bi-lingual speaker provided for under this Section shall not supplant the work
16 of the Medical Interpreter/Translator.

17 Employees who receive the pay shall be required to take a language interpreter certification
18 provided by Washington State. Employees who at the time this Agreement is implemented that do
19 not possess the language interpreter certification shall have one year to acquire the certification.

20 During the one year period employees shall be compensated the premium rate of pay. The
21 Department shall pay for the exam fee and paid release time to take the exam.

22 **Section 8.7. Bilingual Positions.** In the interest of creating a more client-centric
23 environment, Local 17 and the County agree to recognize certain key positions, in the Medical
24 Assistant, Nutrition Assistant and Administrative Specialist 2 (AS II) classifications, at Public Health
25 Centers as dedicated bilingual positions.

26 These positions will be hired with a requirement of not only proficiency in the classification
27 but a bilingual ability. It is the intent of the County to fill only vacancies with these positions – there
28 will be no forced transfers or layoffs to create open bilingual positions. The positions are limited to

1 the Community Health Services Division and the Tuberculosis (TB) and Sexually Transmitted
2 Disease (STD) clinics in the Prevention Division (currently located in Harborview). A limited
3 number of positions at each center (satellite locations are considered part of the center that supports
4 them) will be as follows:

5 • At Downtown, Columbia, Eastgate and North Public Health Centers there may be 7
6 total positions with no more than 4 AS II positions designated as bilingual.

7 • At all other Public Health Centers, there may be 3 total positions with no more than
8 2 AS II positions dedicated as bilingual.

9 • The STD and TB clinics will each be limited to 3 positions with no more than 2
10 AS II positions dedicated as bilingual.

11 If Public Health Centers are merged, without a corresponding reduction in staffing, then there
12 will be no decrease in the number of bilingual positions as existed prior to the merging of the sites.

13 In the event of layoff, bilingual positions may be bumped by classification only if the
14 employee bumping meets the language requirement for the position. Bilingual position holders must
15 bump within the bilingual positions first then, once those opportunities are exhausted, may bump into
16 other positions in the classification description.

17 Bilingual positions will be compensated at 2.5% above the base rate of pay.

18 **Section 8.8. Student Preceptor Assignment.** A Preceptor is a Social Worker, Pharmacist,
19 Nutritionist, or Medical Technologist with at least one year of continuous relevant experience who is
20 assigned in writing the specific responsibility for planning, organizing, teaching, and evaluating the
21 new skill development of a student intern employed by the Department who is participating in a
22 specific Preceptor Program. Inherent in the Preceptor role is the responsibility for specific, criteria-
23 based, and goal directed education for a defined time period. Employee's assigned as preceptors
24 shall receive \$1.00 (one dollar) per hour more than their normal hourly rate.

25 **ARTICLE 9: SPECIAL DUTY, OUT OF CLASSIFICATION AND LEAD WORKER**
26 **ASSIGNMENTS**

27 **Section 9.1. Special Duty:** Assignments shall be made in accordance with the terms set
28 forth in the MLA Article 15, except where provided below in Section 9.1(a).

1 **Section 9.1.(a). Rotation of Special Duty Assignments.** The County and the Union
2 recognize that special duty assignments can have a potential career development benefit to employees
3 by enhancing experience for those wishing to advance in their career path. When possible, special
4 duty assignments will be made to a full-time regular or part-time regular employee on a rotation basis
5 among qualified employees in the Department. A normal rotation shall be approximately six (6)
6 months, but may be shorter or longer in duration based on the needs/assessment of the County. An
7 employee shall not serve more than two (2) consecutive rotations, unless there are no other qualified
8 employees, there are no volunteers or in the judgment of the Department, or it would be in the best
9 interest of the County for the assignment not to be rotated. The justification not to rotate after the
10 first rotation will be provided to the employee and the union prior to the second rotation.

11 Assignments made under this section that extend beyond thirty (30) calendar days shall be
12 advertised on the Public Health website for a minimum of five (5) consecutive working days. Special
13 Duty shall be assigned on a voluntary basis upon the part of the employee. The terms of this section
14 do not apply to Lead Worker Assignments (Section 9.3) or Out of Classification Assignments
15 (Section 9.2). The parties agree to limit grievances arising under this section to the first three steps of
16 the grievance procedure.

17 **Section 9.2. Out of Classification Assignments.** The parties agree that working out of
18 classification shall occur pursuant to MLA Article 37, unless management has designated the
19 assignment a “Lead Worker” Assignment.

20 **Section 9.3. Lead Worker Assignment.** Full-time or part-time employees may be asked by
21 the County to perform Lead Worker duties. If the employee voluntarily accepts the terms of the Lead
22 Worker Assignment, the employee will receive a flat 5% Lead Worker pay premium (above merit
23 pay if applicable). Any overtime earned while performing Lead Worker duties will include the 5%
24 premium. When the Lead Worker Assignment is completed or no longer needed as determined by the
25 County, the employee’s pay shall revert to the pay rate the employee would have received if the
26 employee had not been assigned to Lead Worker. Paid leave (e.g. vacation, sick, executive leave,
27 bereavement) while performing Lead Worker duties shall be at the rate of the pay inclusive of the
28 Lead Worker premium. Lead Worker pay shall not be considered part of an employee’s base pay rate

1 for purposes of pay rate determination as a result of promotion or reclassification, cash-out of
2 vacation or sick leave, or vacation or sick leave donations. If a Lead Worker assignment exceeds 29
3 consecutive calendar days and the employee is performing higher level classification duties according
4 to the County, the assignment will be converted prospectively to a special duty assignment in
5 accordance with the MLA. In the event no appropriate higher level classification exists, the Lead
6 Worker Assignment may continue beyond 29 calendar days according to the terms set forth in this
7 Section.

8 **ARTICLE 10: ANNUAL VACATION**

9 Vacation leave benefits shall be provided pursuant to the MLA Article 35, except as modified
10 below.

11 **Section 10.1. Vacation Cap.** Vacation caps shall be provided pursuant to the MLA
12 Article 9.

13 **Section 10.2. Cancellation of Vacation.** In the event that the Department cancels an
14 employee's already scheduled and approved vacation, leaving no time to reschedule such vacation
15 before the employee's maximum balance will be reached, the employee's vacation balance will be
16 permitted to exceed the allowable maximum and the employee will continue to accrue vacation for a
17 period of up to three (3) months if such exception is approved by both the Department Director and
18 the Human Resources Division Director of DES in order to allow rescheduling of the employee's
19 vacation. In such cases, the Department Director shall provide the Human Resources Division
20 Director with the circumstances and reasons leading to the need for such an extension. No extension
21 of this grace period will be allowed.

22 **Section 10.3. Use of Vacation for Medical Reasons.** Except for absences associated with
23 FML-protected leave, where a leave eligible employee has exhausted his/her sick leave balance,
24 Management may require the use of vacation time or leave without pay. In the case where vacation
25 time use is mandated a written explanation of that decision will be provided to the employee.

26 **Section 10.4. Vacation Usage Prior to Leave of Absence.** In all other instances employees
27 must use all accrued vacation prior to beginning a leave of absence unless an exception is approved
28 by the Department Director (or designee), except that employees who are called to active military

1 service or who respond to requests for assistance from the Federal Emergency Management Agency
2 (FEMA) may, at their option, use accrued vacation in lieu of taking a leave of absence without pay.

3 **Section 10.5. Vacation Scheduling.** The Department Director or designee shall arrange
4 vacation time for employees on such schedules as will least interfere with the functions of the
5 Department but which accommodate the desires of the employee to the greatest degree feasible.
6 Scheduling guidelines for the division, section, work group or site will be distributed to the
7 employees when developed or modified, or upon request.

8 **ARTICLE 11: HOLIDAYS**

9 Holiday leave benefits shall be provided pursuant to the MLA Article 10, except as provided
10 below.

11 **Section 11.1. Holiday Paid Recognized as Time Worked for Overtime Calculations.**
12 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining
13 weekly overtime.

14 **Section 11.2. Work on a Holiday.** Full-time regular, part-time regular and term-limited
15 temporary employees who work on a holiday shall be paid for the holiday at their regular straight-
16 time hourly rate of pay and, in addition, shall be paid at the rate of one and one-half (1-1/2) times
17 their regular straight-time hourly rate of pay for hours worked.

18 **Section 11.3. Holiday Pay Qualifications.** To qualify for holiday pay, full-time regular,
19 part-time regular and term-limited temporary employees covered by this Agreement must have been
20 on the payroll prior to the holiday and on pay status the normal workday before and the normal
21 workday after the holiday; provided, that employees returning from unpaid leave starting work the
22 day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.

23 **Section 11.4. Pro-ration of Paid Holiday for Part-time Employees.** A regular part-time
24 employee shall receive prorated paid holiday time off (or paid time off in lieu thereof) based upon
25 straight time hours compensated during the pay period immediately prior to the pay period in which
26 the holiday falls.

27 **Section 11.5. Holiday Pay for Employees on Alternative Work Schedules.** Employees
28 scheduled to work an alternative work schedule such as four ten-hour days, shall be granted no more

1 than ninety-six (96) holiday hours (includes Personal Holidays) per year, eighty-four (84) hours for
2 employees on a thirty-five (35) hour work week. Employees working alternative work schedules
3 whose departments close on a designated holiday shall be allowed to cover the hours beyond the
4 normal holiday allowance by using accrued but unused time off (vacation or compensatory time) or
5 take leave without pay, or by mutual agreement with the supervisor, the employee shall be allowed to
6 work to make up the hours during that same work week. In no event will the rescheduling of hours in
7 this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday
8 falls on an employee's regularly scheduled day off, the employee will have the option of receiving
9 the holiday pay at the straight time rate in the same pay period or of scheduling an alternate paid day
10 off within thirty (30) days of the actual holiday.

11 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**
12 **LEAVE, AND LEAVES OF ABSENCE**

13 Sick leave, bereavement/funeral leave, and leaves of absence shall be provided pursuant to the
14 MLA Articles 3, 8, and 34, except as provided below.

15 **Section 12.1. Wellness Incentive.** Full-time regular, part-time regular and term-limited
16 temporary employees who have been employed for a full calendar year within the bargaining unit
17 who during a calendar year use less than thirty-three (33) hours of sick leave (donated sick leave is
18 not counted against usage requirement) may convert sixteen (16) hours of unused, accrued sick leave
19 to be used as personal vacation days in the next calendar year. This benefit shall be prorated for part-
20 time employees.

21 **Section 12.2. Industrial Injury.**

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

28 **B. Salary on Worker's Compensation/Assignment to Rehabilitative Training.** If

1 an employee is injured on the job and requires immediate medical treatment, the employee will be
2 compensated in full for the rest of the workday without being required to use sick leave or vacation
3 leave. The employee can use accrued sick leave if the injury requires the employee to miss any
4 scheduled workdays in the first three calendar days after the injury. If the employee's disability
5 period extends beyond fourteen (14) calendar days, then accrued leave taken will be reimbursed as
6 determined by the Safety and Claims Management Division. Sick leave pay will be used to
7 supplement industrial insurance benefits in an amount that is necessary to maintain the employee's
8 regular net pay. Any earned vacation leave may be used in a like manner after sick leave is
9 exhausted. An employee who is assigned to rehabilitative training will be compensated as
10 determined by the Safety and Workers' Compensation Administrator.

11 **ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE**

12 **Section 13.1. Leave for Organ Donors.** The Department shall allow employees eligible for
13 family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily
14 participating as donors in life-giving or life-saving procedures such as, but not limited to, bone
15 marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without
16 having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay;
17 provided that the employee shall:

18 1. Give the Department reasonable advance notice of the need to take time off from
19 work for the donation of bone marrow, a kidney, or other organs or tissue, if there is a reasonable
20 expectation that the employee's failure to donate may result in illness, injury, pain or the eventual
21 death of the identified recipient.

22 2. Provide written proof from an accredited medical institution, organization or
23 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
24 or to participate in any other medical procedure where the participation of the donor is unique or
25 critical to a successful outcome.

26 **Section 13.2.** Time off from work for the purposes set out above in excess of five (5)
27 working days shall be subject to existing leave policies contained in this Agreement.
28

1 **ARTICLE 14: FAMILY AND MEDICAL LEAVE**

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

3 **Section 14.1. Limited duty assignment policy due to pregnancy.**

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

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

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

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

22 Only if the King County Department of Executive Services Management concurs that an
23 employee cannot reasonably be accommodated by (1) or (2) listed above, temporary reassignment of
24 the employee can be made to another classification for which the employee is qualified but with
25 lesser pay, to be assigned at the pay step closest to that which the employee was receiving in her
26 normal job classification.

27 C. The budget office shall determine and facilitate any necessary fund transfers when
28 an employee is temporarily reassigned to another department.

1 **D. Limitations.**

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

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

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

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

17 **ARTICLE 15: UNION REPRESENTATIVES**

18 **Section 15.1. Visitation.** The Executive Director or Union Representative of the Union may,
19 after notifying the Public Health official in charge, visit the work location of employees covered by
20 this Agreement at any reasonable time for the purpose of investigating grievances. Such
21 representative shall limit his/her activities during such investigations to matters relating to this
22 Agreement. Department work hours shall not be used by employees or Union representatives for the
23 conduct of Union business or the promotion of Union affairs.

24 **Section 15.2. Shop Stewards.** The Executive Director and/or representatives shall have the
25 right to appoint a steward at any location where members are employed under the terms of this
26 Agreement. The Department shall be furnished with the names of stewards so appointed.
27 Immediately after appointment of its shop steward(s), the Union shall furnish the County and Public
28 Health Human Resources with a list of those employees who have been designated as shop stewards.

1 Said list shall be updated as needed. The steward shall see that the provisions of this Agreement are
2 observed, and he/she shall be allowed reasonable time to perform these duties during regular working
3 hours without suffering a loss in pay. This shall not include processing grievances at Step 4 of the
4 grievance procedure enumerated in Article 5 of this Agreement. Under no circumstances shall shop
5 stewards countermand orders of or directions from the Department officials or change working
6 conditions.

7 **Section 15.3. Excessive Steward Activities.** Any charges by management which indicate
8 that a shop steward or Union representative is spending an unreasonable amount of time in handling
9 grievances or disputes or performing other duties for the Union shall be referred to the Director of the
10 Office of Labor Relations, or a designee for discussions with the Executive Director or designee. The
11 County shall have the right to require the Union to refrain from excessive activities or, if after
12 discussion with the Executive Director or designee, the shop steward or Union representative
13 continues to spend an unreasonable amount of time handling grievances and disputes, management
14 may require written authorization from the steward's supervisor for these activities.

15 **Section 15.4. Meeting Rooms.** Where allowable and after prior arrangements have been
16 made, the Department may make available to the Union, meeting space, rooms, etc., for the purpose
17 of conducting Union business, where such activities would not interfere with the normal work of the
18 Department.

19 **Section 15.5. Quarterly Shop Steward Meetings.** General shop steward meetings may
20 occur during regular business hours on a quarterly basis. Up to 2 hours paid release time will be
21 provided quarterly for no more than 20 shop stewards.

22 **Section 15.6. Release Time for Appeals.** Any individual member in one of the bargaining
23 units who is directly involved through his/her individual appeal, in a matter being reviewed by the
24 King County Personnel Board shall be allowed time during working hours without loss of pay to
25 attend such meeting if called to testify.

26 **ARTICLE 16: SAFETY STANDARDS**

27 **Section 16.1. Safety Standards.** All work shall be done in a competent and safe manner and
28 in accordance with the state of Washington Safety Codes. Where higher standards are specified by

1 the County than called for as minimum by state codes, the County's standards shall prevail.

2 **Section 16.2. Safety Rule Compliance.** At the direction of the County, it is the duty of
3 every employee covered by this Agreement to comply with established safety rules, promote safety
4 and to assist in the prevention of accidents. All employees covered by this Agreement are expected
5 to participate and cooperate in the overall Department Safety Program.

6 **Section 16.3. Safe Working Conditions.** The Department of Public Health shall provide
7 safe working conditions in accordance with WISHA and OSHA.

8 **Section 16.4. Release Time for Safety Meetings.** Each steward will be allowed time off
9 with pay to attend Department safety meetings, pertinent to their work location as scheduled by the
10 Department.

11 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

12 **Section 17.1. Work Week.**

13 A. Eight (8) hours shall constitute a normal workday and five (5) consecutive days a
14 normal workweek.

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

21 **Section 17.2. Alternative Work Arrangements.**

22 A. The Department of Public Health supports the availability of alternative work
23 schedules or telecommuting arrangements for its employees, and, to that end, shall give serious
24 consideration to requests for alternate workweek arrangements. An alternative work schedule is
25 defined as any schedule of hours of work other than the traditional five eight-hour days within a
26 seven-day workweek. Examples of alternative work schedules include but are not limited to:

- 27 ● Four 10-hour work days
- 28 ● A 9/8-off alternating work week schedule. (The record keeping time-sheet for this

1 schedule must be one which meets the FLSA standards dividing between two work weeks mid shift
2 on the fifth day of work which is either 8 hour or a day off.)

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

5 ● Overtime shall be paid for any hours worked in excess of forty (40) hours per week;
6 ● Holidays shall be granted in accordance with Article 11 of this Agreement;
7 ● Employee participation shall be on a voluntary basis, unless no volunteers are
8 available, in which case assignment will be made by inverse seniority within classification at the
9 location in question.

10 ● If there is more than one volunteer to fill an available alternative work schedule, the
11 schedule will be assigned by seniority, provided that in order to be eligible, the employee must meet
12 the skills necessary for that position/schedule and not have any documented disciplinary action
13 relating to attendance in the prior 24 months.

14 **B. Appeal of Denial or Termination of Alternative Work Arrangement.** Review
15 and appeal of the denial or termination of an alternative work arrangement shall be as set forth in this
16 section. Any employee whose alternative work arrangement is terminated or denied may request a
17 written explanation for the decision, provided that request is made within 10 business days of notice
18 of the denial or termination. When an employee has requested a written explanation, the decision
19 maker shall provide an explanation to the employer and the Union in writing within 10 business days
20 of receiving the request. The explanation will include the legitimate business need that the
21 alternative work arrangement does not meet in an attempt to work with the requesting employee to
22 determine a schedule that could be mutually agreeable to the parties. Upon receiving the written
23 explanation, the employee shall have 10 business days to appeal in writing to the Division Manager
24 (or higher, if the Division Manager made the initial written explanation). The Division Manager
25 shall, within 10 business days of receipt of the written appeal, provide a written response. The
26 ultimate decision of whether to grant or deny the appeal will remain with the Division Manager (or
27 higher, if the Division Manager made the initial written explanation) and shall not be subject to the
28 grievance process of this Agreement.

1 **Section 17.3. Notice prior to an Involuntary Change in Schedule.** Forty-five (45) days
2 advance notice shall be afforded employees when involuntary permanent changes to a regular
3 schedule are required by the Department. The Department agrees to avoid frequent schedule
4 changes.

5 **Section 17.4. Temporary Schedule Changes.** Management may require an employee to
6 change their schedule on a temporary basis with the following limitations:

7 A. Volunteers will first be sought, provided such volunteers perform the same job
8 duties at the same work site.

9 B. Affected employee will be provided with a ten (10) working day notice of schedule
10 change.

11 C. The length of the Temporary Schedule Change shall not exceed one month.

12 D. No individual employee will incur more than four (4) Temporary Schedule
13 Changes per calendar year (not including changes made pursuant to Article 17.4.A. Urgent
14 Temporary Schedule Changes).

15 E. Any schedule change that includes weekend work will require that affected
16 employees be awarded one (1) hour of compensatory time for each weekend worked.

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

19 **Section 17.4.A. Urgent Temporary Schedule Changes.** In the event of unforeseen, urgent
20 staffing needs, management may require an employee to change their schedule on a temporary basis
21 with the following limitations:

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

24 B. Such changes must be approved by the appropriate Division Manager or
25 Deputy/designee.

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

1 **Section 17.5. Overtime.**

2 A. All work performed in excess of forty (40) hours in any work week shall be
3 considered as overtime and shall be paid for at the overtime rate of one and one-half (1-1/2) times the
4 hourly regular rate of pay.

5 B. Employees may make necessary adjustments, when approved by the Health
6 Department, in their normal work hours required to fulfill their job responsibilities within a forty
7 (40)-hour week without overtime compensation.

8 C. Time counted towards the overtime calculation shall include straight time worked,
9 vacation leave, compensatory time leave, and holiday leave.

10 **Section 17.6. Overtime Work Assignment.** When necessary, management can require an
11 employee to perform work outside of his/her regularly scheduled work shift unless health problems
12 prohibit the employee from performing such work. When possible, overtime work will be assigned
13 to employees on a rotation basis within a class series among qualified employees in the work unit on
14 the shift where such overtime work is to be performed. Work scheduled for weekends or holidays
15 shall be a minimum four (4) hours scheduled, unless agreed otherwise by the employee.

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

21 **Section 17.7. Overtime Payment.** Overtime which has been specifically directed by an
22 employee's immediate supervisor shall be paid at the rate of one and one-half (1-1/2) times the
23 employee's regular straight-time hourly rate of pay or by mutual consent compensated for by
24 compensatory time off at the rate of one and one-half (1-1/2) times the overtime hours worked. This
25 provision also applies to Environmental Health Senior Professional Employees and Information
26 Systems Professionals, who will obtain approval from an immediate supervisor who is not a member
27 of the bargaining unit prior to working overtime.

28 Those employees on a thirty-five (35) hour workweek will receive straight-time pay between

1 thirty-five (35) and forty (40) hours worked and overtime at one and one-half (1-1/2) times regular
2 straight-time hourly rate for hours worked beyond forty (40) hours in a week.

3 **Section 17.8. Compensatory Time Off.** For overtime eligible employees covered by this
4 Agreement, overtime shall be paid at either the applicable overtime rate or by mutual consent
5 between the employee and his/her supervisor, compensated for by compensatory time off at the
6 applicable overtime rate and in such a manner so as not to conflict with the Fair Labor Standards Act
7 (FLSA). Employees cannot be required to accept compensatory time in lieu of overtime pay. An
8 employee's accrued compensatory time balance must not exceed eighty (80) hours at any time.

9 **Section 17.9. Rest Period.** Employees covered by this Agreement shall be provided fifteen
10 (15)-minute rest period per each 4-hour period of work time consistent with County policy
11 (PER 8-2-1).

12 **Section 17.10. Meal Period.** Employees covered by this Agreement shall be provided an
13 uncompensated meal period of a minimum of thirty (30) minutes but not to exceed one (1) hour.

14 **Section 17.11. Meal Reimbursement.**

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

23 B. The Department of Public Health shall not reimburse for the cost of alcoholic
24 beverages.

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

27 D. When an employee is called out in an emergency to work two (2) hours or longer
28 of unscheduled overtime immediately prior to his/her normal work shift, said employee shall be

1 eligible for meal reimbursement pursuant to this Section. Any time spent in excess of (30) thirty
2 minutes consuming a meal where the employee is completely relieved of duties shall be without
3 compensation.

4 **Section 17.12. FLSA Exempt Employees Provision.** Exempt employees include all
5 Accountants, Pharmacist Supervisors, Business and Finance Officer II, Involuntary Commitment
6 Supervisors working in the Department of Community and Human Services and certain other persons
7 classified in Emergency Medical Services. These employees are eligible to receive Executive Leave
8 pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration
9 and Professional Employees (Executive Policy PER 8-1-2). These positions will enjoy all relevant
10 rights under the contract except for overtime and shift premiums.

11 **Section 17.12.A. Certain FLSA-Exempt Positions.** Effective January 1, 2014, the
12 classifications of Health and Environmental Investigator-IV, Educator Consultant-II and III, and
13 Nutrition Consultant-II shall be compensated and in all respects treated as salaried positions,
14 consistent with this Agreement and applicable King County policies. However, the following
15 employees will be given a one-time option, to be exercised at the time of implementation, to remain
16 paid and treated as an hourly employee, consistent with this Agreement and applicable King County
17 policies:

18 1. Employees employed in these classifications on the effective date of this
19 Agreement. For these employees, in order to continue in an hourly status beyond December 31,
20 2013, they must notify the employer, in writing, of their desire to remain in an hourly status no later
21 than September 30, 2013; and

22 2. Employees who fill positions in any of these classifications where such
23 position became vacant on or before September 1, 2015. For these employees, in order to maintain
24 an hourly status in the newly-filled position, the employee must notify the employer, in writing, prior
25 starting in the new position.

26 **Section 17.12.B. Standby Duty for FLSA Exempt Employees.** It is not currently the
27 intent of the Employer to schedule or require the working of standby shifts for its FLSA-exempt
28 employees in this bargaining unit who currently are not scheduled or required to work standby shifts

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

8 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**
9 **PRIORITY**

10 **Section 18.1. Definitions.** The following definitions shall apply for the purposes of
11 administering this Article.

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

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

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

27 _____
28 ¹ **Classification/Compensation Project and Logan/Knox Settlement subsequent classification changes to bargaining unit positions and its affect on seniority.** Classification seniority for the old classification shall carry through and apply to the new classification. For the purpose of bumping rights, old classifications previously held will be translated into the new system on a case-

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

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

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

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

22 **G. Unsuccessful Trial Service Period:** Management may end the trial service
23 period at any time if it objectively assesses that the individual is not demonstrating sufficient progress
24 in obtaining the requisite knowledge and skills required of the position within a reasonable period of
25 time. The individual may also request to end the trial service period on their own accord if they
26 conclude the placement is not an appropriate match. In both cases, the individual will be removed
27

28

by-case basis using a standard based on body of work performed. Former temporary employees hired into career service positions through the Logan/Knox settlement shall receive bargaining unit seniority credit for all hours worked in the bargaining unit position.

1 from the position and placed in layoff/recall status and will be eligible for recall services for up to
2 two years following the date of their changed employment status.

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

7 **I. Qualified** means the employee possesses the qualifications required to be
8 considered eligible to be appointed to the position as a new hire unless grandfathered under
9 Article 18, Section 2.(B).

10 **Section 18.2. Transfer.**

11 **A.** The transfer of an employee shall not constitute a promotion except as provided in
12 Article 18, Section 2.(E)(3).

13 **B. Transfers within the Department of Public Health.** The Department of Public
14 Health Director or his or her designee may transfer a Public Health employee from one position to
15 another position in the same classification within the Department without the approval of the Human
16 Resources Division Director of DES, or designee, but such transfer shall be reported to Human
17 Resources Division Director of DES, or designee within five (5) days of its effective date. It is
18 understood by the parties that employees may be transferred at the discretion of the County in
19 consultation with the Union as part of the budget planning process. The budget planning process
20 concludes at the point the County Executive submits his or her budget to the King County Council.
21 Employees allocated to the Administrative Specialist II classification as of July 23, 1999, are deemed
22 to have met the minimum qualifications of the position and are not required to take skills testing.
23 Employees allocated to the Health and Environmental Investigator II classification as of July 23,
24 1999, are deemed to have met the minimum qualifications of the position and are not required to take
25 skills testing.

26 **C. Transfers from County departments into Public Health.** Employees in County
27 departments may transfer to a position in the same classification, or to a position in a similar
28 classification with the same maximum rate of pay, within the Department of Public Health upon the

1 written request of the Public Health Director and approval by the DES, Human Resources Division
2 Director or designee.

3 **D. Transfers from Public Health to County departments.** Any transfer from a
4 position in Public Health to a position in the same or similar class with the same maximum rate of
5 pay within a County department shall be subject to the applicable County rules, policies, procedures
6 (and any applicable County collective bargaining agreement), which sets forth the terms and
7 conditions for transfers within the County personnel system.

8 **E. Other transfers.** Within the Department of Public Health, other transfers may be
9 made upon the consent of the Public Health Director and with the approval of the DES, Human
10 Resources Division Director, or designee, as follows:

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

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

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

25 4. Transfer may be made to another similar class within Public Health with the
26 same maximum rate of pay in the Department. The affected employee's status shall be determined in
27 accordance with Article 7, Section 5 of this Agreement.

1 **Section 18.3. Voluntary Demotion.**

2 A. A regularly appointed employee may be demoted to a lower classification upon
3 his/her written request stating his/her reasons for such demotion, if the request is concurred with by
4 the Public Health Director and is approved by the DES, Division of Human Resources Director, or
5 designee. Such demotion shall not displace any regular employee or probationer.

6 B. The employee so reduced shall be entitled to credit for previous regular service in
7 the lower classification and to other service credit in accordance with Article 18, Section 1(C). Upon
8 a showing, concurred with by the Public Health Director that the reason for such voluntary demotion
9 no longer exists, the DES, Human Resources Division, or designee, may restore the employee to
10 his/her former status.

11 **Section 18.4. Reduction in Force Process.**

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

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

17 B. **Notice** – When the Department determines a reduction in force will occur, the
18 Department will provide reasonable notification to the union of forthcoming layoffs. The union may
19 request to meet with the Department prior to the implementation of the reduction in force for the
20 purpose of discussing possible RIF mitigation strategies. Notice to the individual(s) impacted by the
21 reduction in force will occur no less than 45 days prior to the effective date of the reduction in force.
22 The impacted employee will receive written notification of the Department’s intent to change or
23 eliminate the employee’s FTE. This notice will include the effective date of the change, a description
24 of the employee’s reduction in force and layoff/recall rights as provided under the contract and King
25 County policies and procedures; and a list of current vacancies available within the employee’s
26 current classification which includes the vacant position’s allocated FTE level and work location.
27 The union will be provided a copy of the notice given to the impacted employee.

28 C. **Volunteer RIF.** When a reduction in force is to be initiated, employees may

1 request to be voluntarily laid off if the employee is in the same work unit and classification as the
2 position(s) determined to be eliminated/reduced. An employee who voluntarily chooses to be laid off
3 will be placed directly in recall per Section 18.6.

4 **D. Vacancy/Bumping Process.**

5 An employee whose position has been eliminated entirely, will have the option of accepting
6 layoff and entering the recall process (as described in Section 18.6), or resigning employment, or
7 follow the process, based on seniority, for vacancies or bumping as described below:

8 1. The employee will be placed in a vacancy in the same classification and
9 division. If two or more RIF impacted employees are interested in the same vacancy, placement will
10 be based on classification seniority.

11 2. If there are no vacancies under step one, the employee will bump, based on
12 classification seniority, the least senior employee in the classification and division.

13 3. If there are no less senior employees in same classification and division,
14 then the employee will be placed in a vacancy in the same classification in another division. If two or
15 more RIF impacted employees are interested in the same vacancy, placement will be based on
16 classification seniority. The employee placed in a position in another division will serve a Trial
17 Service Period (TSP), as defined in 18.1.(F).

18 4. If there are no vacancies in same classification in other divisions, then the
19 employee will bump, based on classification seniority, the least senior employee in the same
20 classification in another division. In this case, the employee will serve a Trial Service Period.

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

28 6. If there are no vacancies in a lower classification (for which the employee

1 has passed probation) in the same division, then the employee will bump, based on contract seniority,
2 the least senior employee in a lower classification within the same division, provided the bumping
3 employee has previously passed probation in the lower classification. Additionally, if it has been
4 more than five years since the employee worked in the lower classification, then the employee will
5 serve a Trial Service Period.

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

11 8. If there are no vacancies as described in Step 7, then the employee will
12 bump, based on contract seniority, the least senior employee in a lower classification in another
13 division, provided the bumping employee has previously passed probation in the lower classification
14 and will serve a Trial Service Period.

15 9. If none of the foregoing opportunities are available, the employee will be
16 placed in recall per Section 18.6.

17 10. In administering the Vacancy/Bumping Process of this Section (18.4.(D)),
18 an employee will not be required to be placed or bump into a position of lower FTE level than the
19 position from which the employee is being laid off.

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

23 **18.5. Increase or Reduction of FTE.** Where the FTE level for a position is to be increased
24 or decreased, the Initiation and Notice processes will be the same as stated in Section 18.4.(A) and
25 (B). Employees in such positions will be given first right of refusal to the changed FTE level for
26 their position. If they elect not to remain in their position at the new FTE level, then the process set
27 forth in Section 18.4.(D) will apply, but only for positions with the same FTE level as that from
28 which the employee was laid off. If there are no placement opportunities in the same FTE level, then

1 the process in Section 18.4.(D) will apply, regardless of FTE level.

2 **18.6. Recall.**

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

7 Employees in recall status will be offered vacancies as per Steps 1, 3, 5, and 7 in Section
8 18.4.(D) in that order so that if multiple vacancies are available, then the employee must take the
9 vacancy in the earliest step available (with Step 1 being the earliest, and Step 7 being the latest). An
10 employee in recall status may bump a TLT or temporary employee working in the current
11 classification or any job classification previously worked in the bargaining unit or classification
12 series. Any employee bumping into a TLT or temporary position shall maintain their recall rights
13 under this section and shall continue to accrue seniority and maintain step placement. The recall of
14 an employee into a TLT or temporary position shall not convert such position to a regular, career
15 service position. Recall opportunities will be offered in order of contract seniority.

16 **Section 18.7. Hiring Priority**

17 **A. Hiring.** The Department recognizes vacant bargaining unit positions will be filled
18 internally whenever possible. Candidates for Career Service bargaining unit positions shall be
19 accorded preference for vacant positions in the following order:

- 20 1. Career Service bargaining unit employees eligible for Layoff/Recall
21 according to Sections 4 and 5 of this Article.
- 22 2. Career Service bargaining unit employees eligible for Disability Job
23 Reassignment.
- 24 3. King County Disability Job Reassignment employees.
- 25 4. King County Career Service Layoff/Recall employees.
- 26 5. External applicants (external applicants means both King County Career
27 Service and non-Career Service employees external to the bargaining unit and applicants external to
28 King County) pursuant to the best interest justification of Section 4 of the King County Workforce

1 Plan Clarification 03-PSP-05, as amended. The Department shall notify the Union via electronically
2 or facsimile three (3) working days prior to any offer to an external candidate with the justification
3 for hiring the external applicant over the Career Service Bargaining Unit Employee.

4 a). All career service bargaining unit applicants will receive a 10%
5 preference in the interview score over external candidates. This preference will apply if the
6 employee has no documented disciplinary actions in the prior 24 months and no performance
7 deficiencies (performance improvement plan or a below satisfactory rating in any aspect of the
8 performance evaluation) in the prior 12 months.

9 6. Career Service Bargaining Unit employees.

10 7. Internal King County Career Service employees and bargaining unit probationary,
11 term-limited temporary and temporary employees.

12 8. External King County employees.

13 The following shall apply to Career Service bargaining unit employees applying for vacant
14 bargaining unit positions:

15 a. The Department shall interview all internal and screened applicants meeting
16 desired qualifications. In the event the Department determines an internal applicant does not meet
17 desired qualifications for the position, it shall provide a written explanation indicating qualifications
18 not met to the applicant. For those internal applicants that were interviewed and not hired for the
19 position the Department shall provide a written explanation of why they were not hired into the
20 position to the applicant.

21 b. Give preference to filling any such open position to applicants under this
22 agreement on the basis of seniority where the qualifications of the applicants are substantially equal
23 based upon relevant criteria.

24 **ARTICLE 19: BULLETIN BOARDS**

25 County space for use by the Union shall be provided pursuant to the MLA Article 23.

26 **ARTICLE 20: GENERAL CONDITIONS**

27 **Section 20.1. Registered Sanitarian's Credential.** A full-time regular or part-time regular
28 employee covered by this Agreement, who obtains a Washington State Registered Sanitarian's

1 Credential on or after execution of this Agreement, or who is required by the Department of Public
2 Health to obtain a license, registration, or certificate which was not required at the time of
3 appointment (or as a condition of appointment) to the position, shall have the original cost of the
4 license paid by the County. A full-time regular or part-time regular employee covered by this
5 Agreement who currently holds such a Registered Sanitarian Credential or other eligible
6 license/certification, regardless of when obtained, shall have the annual renewal fee paid by the
7 County; provided, that the employee must be working in a classification relevant to the
8 license/registration/certificate obtained and/or held by said employee. An employee covered by this
9 Agreement, shall also receive regular straight-time salary while taking the examination applicable to
10 the above licenses/registrations/certificates during a normal workday.

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

13 B. Public Health shall pay for the annual cost of certification/registration for full-time
14 regular or part-time regular employee Social Workers including Counselor Registration, Social
15 Worker Certification, and Mental Health Counselor Certification.

16 **Section 20.2. Work at Location other than Normal Place of Work.** Whenever an
17 employee covered by this Agreement is temporarily assigned by the Department Director or designee
18 to work, i.e., perform his/her regular duties, at a location other than his/her normal place(s) of
19 employment, any additional time, less meal time, consumed in traveling to and from the new
20 location, shall be considered part of the workday. Any additional time consumed in this travel, less
21 mealtime, which is outside of the employee's regular working hours, shall be compensated at the
22 applicable overtime rate.

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

26 **Section 20.3. Written Policies and Procedures.** All written Public Health policies and
27 procedures addressing working conditions specified in this Agreement for employees covered by this
28 Agreement shall be furnished to the Union.

1 **Section 20.4. Protective Clothing.** The Department of Public Health will provide up to one
2 hundred dollars (\$100.00) to employees assigned to field positions that are required to routinely work
3 in inclement weather. This reimbursement would compensate for the initial purchase of raingear and
4 protective footwear for use on the job. Reimbursement will be provided using petty cash, claim for
5 expenses, or purchase order procedures. In addition, the Department agrees to provide up to thirty-
6 five dollars (\$35.00) per year on a reimbursement basis (accumulative) for replacement and
7 maintenance expenses of raingear and protective footwear for use on the job to those people in
8 positions described above.

9 **Section 20.5. Defense Against Claims.** The County agrees to defend and pay any proper
10 claim against its employees in connection with any claims for damage and/or litigation arising from
11 conduct, acts or omissions of such employees in the scope and course of their employment with the
12 Department.

13 **Section 20.6. Child Care Subsidy.** Employees covered by this Agreement may receive
14 benefits from the County's childcare program if they meet the eligibility requirements.

15 **Section 20.7. Tools.** Information System Professionals will be provided the necessary tools
16 (including software) as mutually agreed upon by the employee and management as required to
17 perform the job.

18 **Section 20.8. Picket Lines.** It is understood by the parties that employees covered by this
19 Agreement need carry out their duties irrespective of sanctioned picket lines. However, employees
20 who encounter a sanctioned picket line in the course of their duties and who fear of imminent harm to
21 their health and safety should contact their supervisor for work instructions. In the event of picketing
22 at the employee's regular place of work, Division management and the Union will develop an
23 approach for dealing with the safety concerns of the bargaining unit while ensuring public health
24 operations. When possible, these discussions will take place in advance.

25 **Section 20.9. Intimidating or Bullying Behavior.** The County and the Union recognize that
26 King County has policies and procedures relating to workplace violence. However, the County and
27 the Union also recognize that behavior which does not rise to the level of physical violence, or threat
28 thereof, but which is nevertheless intentionally intimidating or bullying can have serious adverse

1 impacts on individual employees, as well as the workplace in general.

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

8 **Section 20.10. Licensing, certification and security clearance requirements.** All
9 employees must meet applicable licensing and certification requirements as a condition of hire and
10 continued employment. Employees working in positions at detention facilities (e.g., KCCF, MRJC,
11 JDC) must obtain and maintain security clearance for those facilities.

12 **ARTICLE 21: DEFINITIONS**

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

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

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

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

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

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

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

5 **“Probationary employee”** means an employee serving a probationary period in a regular
6 career service position. Probationary employees are temporary employees and excluded from career
7 service under Section 550 of the charter.

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

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

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

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

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

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

24 **“Temporary position”** means a position which is not a regular position as defined in this
25 agreement and excludes administrative intern. Temporary positions include both term-limited
26 temporary positions as defined in this agreement and short-term (normally less than six months)
27 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
28 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year

1 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
2 agreement. Where the standard work week falls between thirty-five and forty hours, the director, in
3 consultation with the department, will be responsible for determining what hour threshold will apply.

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

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

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

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

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

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

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

1 department.

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

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

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

13 **g. Regular Pay Status Definition.** "Regular pay status" is defined as regular
14 straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory
15 time, and sick leave.

16 **ARTICLE 22: DISCIPLINARY ACTIONS**

17 Discipline shall be provided Pursuant to MLA Article 27.

18 **ARTICLE 23: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

19 **Section 23.1. Labor-Management Training.** In the spirit of cooperative labor relations, the
20 parties shall meet as soon as is reasonably possible following the signing of the Agreement to
21 develop a training session to inform Department shop stewards and supervisors about the provisions
22 of the Agreement and to determine who shall attend such a training session. It is the intent of the
23 parties that the training session be a simple presentation of one or both parties' view of the contents
24 of this Agreement with emphasis upon the contract changes that occurred during the current round of
25 collective bargaining. Such training shall not require more than one-half (1/2) day and every effort
26 shall be made to accomplish the training in two (2) hours or less. The training session shall be
27 accomplished during Department time at no loss in pay to participants; provided, that no overtime
28 shall be authorized or paid to those employees affected as a result of such participation or travel

1 related to attendance at these meetings. Either party's presentation in this training forum regarding
2 the interpretation or meaning of any contract provision shall not be used in any way by either party to
3 support its argument or position in any grievance, arbitration, or litigation regarding the interpretation
4 or application of this Agreement.

5 **Section 23.2. Labor-Management Meetings.** The County, Department and the Union agree
6 to hold Labor-Management meetings as necessary. These meetings will be called upon request of
7 either party to discuss any subject of a general nature affecting employees covered by this agreement.
8 The responsibility for notification will be with the party initiating this process. Representatives of the
9 Department can attend such meetings and shall be able to independently set such meetings with the
10 Union with the concurrence of the Director of the Office of Labor Relations, or designee. The Union
11 shall be permitted to designate members and/or stewards to assist its staff representatives in such
12 meetings. The purpose of Labor-Management meetings is to deal with matters of general concern to
13 the Union and the Department. It is understood that LMC meetings are consultative and constructive
14 in nature and are not the venue for bargaining, resolving individual issues or for arguing grievances.

15 **Section 23.3. Training.**

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

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

28 **C.** The County shall pay for any certification/license (except for driver's licenses) or

1 training that is required by the County for the position. This includes necessary release time that is
2 preapproved.

3 **ARTICLE 24: MEDICAL, DENTAL, LONG-TERM DISABILITY, AND LIFE INSURANCE**

4 Health benefits shall be provided in accordance with the MLA Article 25 and the Total
5 Compensation Agreement, and all respective successor Agreements.

6 **ARTICLE 25: RETIREMENT**

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

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

15 **ARTICLE 26: SAVINGS CLAUSE**

16 **Section 26.1.** Pursuant to MLA Article 30.

17 **ARTICLE 27: CONTRACT REOPENER**

18 **Section 27.2.** If the Inter-Local Agreement between King County and the City of Seattle is
19 modified during the term of this Agreement and any modifications thereof conflict with an expressed
20 provision of this Agreement, the County and/or the Union may reopen, at any time, this appendix for
21 negotiations the provisions so affected. The MLA terms are not subject to this reopener.

22 **ARTICLE 28: ENTIRE AGREEMENT**

23 **Section 28.1.** The Agreement, inclusive of the MLA, expressed herein in writing constitutes
24 the entire Agreement between the parties, and no oral statement shall add to or supersede any of its
25 provisions.

26 **Section 28.2.** The parties acknowledge that each has had the unlimited right and opportunity
27 to make demands and proposals with respect to any matter deemed a proper subject for collective
28 bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except

1 as otherwise provided in this Agreement, each voluntarily and unqualifiedly agrees to waive the right
2 to oblige the other party to bargain with respect to any subject or matter, whether or not specifically
3 referred to or covered in this Agreement.

4 **Section 28.3.** If this agreement establishes a condition of employment, benefit or procedure
5 which conflicts with a condition, benefit or procedure established by Chapter 3.12 of the King
6 County Code, this agreement shall take precedence with respect to the employees covered by the
7 agreement so long as the condition of employment, benefit or procedure created by this agreement is
8 lawful.

9 **ARTICLE 29: JOB SHARING**

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

13 **Section 29.1. Job Sharing.** Job Sharing is a type of alternative scheduling in which two
14 employees of the same job class share the work schedule and duties of a single full-time position.
15 Job Sharing proposals from employees may be considered by the Department when it can be shown
16 that the proposal can be implemented without significant adverse effects on the effectiveness of
17 Department Services. Job Sharing is a voluntary arrangement and may be considered only when no
18 significant extra costs above those of a single full-time employee will be incurred by the Department.
19 Job sharers must be in the same job class.

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

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

25 **C.** The Department reserves the right to rescind a Job Share arrangement that has
26 failed to meet the requirements of this Agreement. The employees may elect to terminate the
27 arrangement (including by one of the job sharers resigning) subject to thirty (30) days' notice. If the
28 arrangement is terminated, and there is no agreement regarding who will resign or assume full-time

1 responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job
2 Share arrangement have the option to resign or transfer to an available position. If either partner
3 resigns, transfers, or is terminated, the other partner must assume the full-time responsibilities until
4 an acceptable partner is obtained.

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

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

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

20 **Section 29.2. Application Procedure.**

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

- 24 1. Names of the employees who are requesting a Job Share position;
- 25 2. Position in which the Job Share is desired;
- 26 3. Proposed work schedule for each employee;
- 27 4. Proposed method for allocation and coordination of job responsibilities
28 between the Job Share employees;

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5. Proposed procedures and routines for ensuring the information flow is

maintained; and

6. Proposed division of County insurance benefits.

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

1 **ARTICLE 30: DURATION**

2 The duration of this Agreement shall be pursuant to terms set forth in the MLA Article 31.

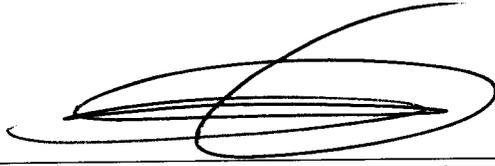
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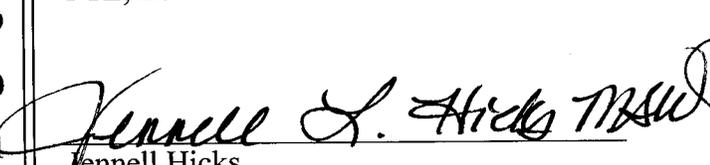
APPROVED this 14 day of MARCH, 2018.

By: 
King County Executive

For Professional and Technical
Employees, Local 17:


Denise Cobden
Interim Executive Director
PTE, Local 17


Lorelei Walker, Union Representative
PTE, Local 17


Jennell Hicks
Member, Negotiating Team


Jennifer Johnson
Member, Negotiating Team

Addendum A

PTE, Local 17 – Departments of: Public Health and Community and Human Services – Addendum A (for all full-time regular, part-time regular, probationary, term limited temporary, part-time and temporary employees as these terms are defined in Article 21 - Definitions)

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Administrative Unit – C9</i>			
2110200	211204	Accountant	52
2110100	211103	Accountant - Assistant	46
4200100	421105	Administrative Office Assistant	29
4201100	421205	Administrative Specialist I	33
4201200	421306	Administrative Specialist II	37
4201300	421404	Administrative Specialist III	41
4201400	421503	Administrative Specialist IV	46
2101100	210102	Billing Analyst	45
2131100	214108	Business and Finance Officer I	53
2131200	214212	Business and Finance Officer II	58
4300100	431207	Customer Service Specialist I	32
4300200	431306	Customer Service Specialist II	36
4300300	431406	Customer Service Specialist III	40
7303100	733102	Data Administrator	50
4101100	411103	Fiscal Specialist I	34
4101200	411204	Fiscal Specialist II	38
4101300	411303	Fiscal Specialist III	42
4101400	411402	Fiscal Specialist IV	47
4400100	441101	Technical Information Processing Specialist I	32
4400200	441204	Technical Information Processing Specialist II	36
4400300	441303	Technical Information Processing Specialist III	40
4400400	441401	Technical Information Processing Specialist IV	45

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Health Professional, Technical Unit – C9A</i>			
3420100	341101	Application Worker	39
2250100	226101	Education Specialist	44
2251100	226206	Educator Consultant I	54
2251200	226308	Educator Consultant II	58
2251300	226405	Educator Consultant III	62
3427100	344102	Family Resources Coordinator	41
3421100	341203	Health Care Assistant	37
3422100	341302	Health Outreach Aide	35
3423100	341402	Health Program Assistant I	41
3423200	341502	Health Program Assistant II	45
7531100	754102	Laboratory Assistant I	28
7531200	754202	Laboratory Assistant II	33
3419100	341002	Medical Assistant	37
3424100	342102	Medical Interpreter	40
3424200	342202	Medical Interpreter / Translator	43
7537100	755702	Medical Technologist	46
7533100	755102	Microbiologist - Public Health	46
7533200	755202	Microbiologist - Public Health - Senior	50
3418100	340902	Nutrition Assistant	37
3425300	343202	Nutrition Consultant I	56
3425400	343402	Nutrition Consultant II	58
3425100	343102	Nutritionist I	52
3425200	343002	Nutritionist II	54
3320100	333102	Pharmacist	73
3321100	333302	Pharmacy Assistant	28
3320200	333202	Pharmacy Supervisor	77
3321200	333402	Pharmacy Technician	37
3115100	312202	Social Services Specialist	41
3116100	312307	Social Worker	52
3116200	213404	Social Worker - Senior	57
3429100	344302	X-Ray Technician	47

Job Class Code	PeopleSoft Class Code	Classification Title	Pay Range (Squared Table)
<i>Public Health Administrative Support Supervisor Bargaining Unit – C9B</i>			
4207100	427102	Public Health Administrative Support Supervisor	53
<i>Environmental Health Professional, Technical Unit – C9C</i>			
5320100	535101	Health and Environmental Inspector	46
5321100	535204	Health and Environmental Investigator I	51
5321200	535301	Health and Environmental Investigator II	58
5321300	535403	Health and Environmental Investigator III	60
5328100	539102	Environmental Public Health Planner I	53
5328200	539202	Environmental Public Health Planner II	58
5328300	539302	Environmental Public Health Planner III	63
5323100	537101	MPRAF – Compliance Officer	58
<i>Emergency Medical Services Unit – C9D</i>			
2252200	226607	Occupational Education and Training Coordinator	53
2252100	226502	Occupational Education and Training Instructor	44
2441100	243106	Project / Program Manager I	53
2441200	243205	Project / Program Manager II	58
2441300	243309	Project / Program Manager III	63
2441400	243405	Project / Program Manager IV	68
<i>DCHS Involuntary Commitment Supervisor Unit – C9E</i>			
3111200	311201	Involuntary Commitment Supervisor	65
<i>Environmental Health Senior Professional Unit – C9F</i>			
5321400	535504	Health and Environmental Investigator IV	65

1 **MEMORANDUM OF AGREEMENT**
2 **BY AND BETWEEN**
3 **KING COUNTY**
4 **AND**
5 **PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17**
6 **REPRESENTING EMPLOYEES IN**
7 **THE DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

8 The parties, King County (hereinafter the County) and Professional And Technical
9 Employees, Local 17 (hereinafter the Union) agree that the collective bargaining agreement between
10 the parties covering employees represented by the Union and employed by the Department of Public
11 Health, Seattle and King County, shall be the agreement covering employees occupying the
12 classification of Involuntary Commitment Supervisor represented by the Union and employed in the
13 Department of Community and Human Services. All of the terms and conditions of the Public Health
14 Appendix 24 will apply to Involuntary Commitment Supervisors in the Department of Community
15 and Human Services, except as set forth in this Memorandum of Agreement (MOA) Part A or as
16 provided otherwise by the Master Labor Agreement (MLA). In those provisions of the Public Health
17 agreement that do apply to Community and Human Services Involuntary Commitment Supervisors,
18 the terms "Department" or "Health Department" shall be construed to also mean Department of
19 Community and Human Services.

20 Part A provides agreed upon employment terms found in Appendix 24 that do not apply to
21 employees covered under this MOA. Note, any employment terms in Appendix 24 that are not listed
22 in the Part A Exceptions to Appendix 24 shall apply to employees covered in this MOA.

23 Part B provides MOA employment terms that apply to employees in the Involuntary
24 Commitment Supervisor classification covered by this MOA, but do not apply to employees covered
25 exclusively by Appendix 24.

26 **PART A. EXCEPTIONS TO APPENDIX 24**

27 The following provisions of the collective bargaining agreement in effect between the Union
28 and County covering employees in the Department of Public Health, Seattle and King County, do not
apply to Involuntary Commitment Supervisor employees of the Department of Community and

1 Human Services, unless provided by the MLA.

2 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND DUES**

3 Section 1.10. Step Placement in Lieu of Temporary Employee Premium Pay.

4 **ARTICLE 2: MANAGEMENT RIGHTS**

5 Section 2.4. Health Services Delivery.

6 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND**

7 **APPEALS**

8 Section 7.1. Definitions.

9 Section 7.2. Probationary Period/Status of Employee.

10 Section 7.3. Probationary Period/Dismissal.

11 Section 7.4. Probationary Period/Promotion.

12 Section 7.5. Transfers During Probationary Period.

13 Section 7.6. Health and Environmental Investigator I Probation.

14 Section 7.8. Credit Towards Probation for Previous Service in Classification.

15 **ARTICLE 10: ANNUAL VACATION**

16 Section 10.6. Minimum Vacation Allowance.

17 **ARTICLE 11: HOLIDAYS**

18 Section 11.3. Holiday Paid Recognized as Time Worked for Overtime Calculations.

19 Section 11.4. Work on a Holiday.

20 Section 11.6. Pro-ration of Paid Holiday for Part-time Employees.

21 Section 11.7. Holiday Pay for Employees on Alternative Work Schedules.

22 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**

23 **LEAVE, AND LEAVES OF ABSENCE**

24 Section 12.2. Compensation for Sick Leave Absence.

25 Section 12.3. Conditions Not Covered.

26 Section 12.9. Leaves of Absence.

27 **ARTICLE 13: ORGAN DONOR LEAVE/DONATION OF VACATION AND SICK LEAVE**

1 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

2 Section 17.2. Alternative Work Arrangements.

3 Section 17.4. Temporary Schedule Changes.

4 Section 17.5. Overtime.

5 Section 17.6. Overtime Work Assignment.

6 Section 17.7. Overtime Payment.

7 Section 17.8. Compensatory Time Off.

8 Section 17.9. Rest Period.

9 Section 17.10. Meal Period.

10 Section 17.11. Meal Reimbursement.

11 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**

12 **PRIORITY**

13 Section 18.1. Definitions.

14 Section 18.2. Transfer (A and B).

15 Section 18.3. Voluntary Reduction.

16 Section 18.4. Reduction in Force Process.

17 Section 18.7. Hiring Priority.

18 **ARTICLE 20: GENERAL CONDITIONS**

19 Section 20.2. Registered Sanitarian's Credentials.

20 Section 20.3. Work at Location other than Normal Place of Work.

21 Section 20.4. Written Policies and Procedures.

22 Section 20.9. Tools.

23 Section 20.11. Intimidating or Bullying Behavior.

24 **ARTICLE 27: SAVINGS CLAUSE**

25 Section 27.2. Inter-Local Agreement.

26 **ARTICLE 29: JOB SHARING**

27 **PART B. MOA MODIFICATIONS NOT PROVIDED IN APPENDIX 24**

28 The following provisions supersede collective bargaining agreement provisions in effect

1 between the Union and County covering employees in the Department of Public Health, Seattle and
2 King County and apply only to Involuntary Commitment Supervisor employees of the Department of
3 Community and Human Services.

4 **ARTICLE 2: MANAGEMENT RIGHTS**

5 **Section 2.4. Health Services Delivery.** Delivery of health and mental health services in the
6 most efficient, effective, and courteous manner is of paramount importance to the Department of
7 Community and Human Services and, as such, maximized productivity is recognized to be an
8 obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize
9 the Employer's and the Department's right to determine the methods, processes, and means of
10 providing health services, the right to increase or diminish operations, in whole or in part, the right to
11 increase, diminish or change equipment, including the introduction of any and all new, improved, or
12 automated methods or equipment, and the assignment of employees to specific jobs within the
13 bargaining unit.

14 **ARTICLE 7: PROBATIONARY PERIOD, PERFORMANCE EVALUATIONS AND** 15 **APPEALS**

16 **Section 7.1. Definitions.** The following shall define terms used in this Article:

17 **Initial Probationary Period:** A six (6)-month trial period of employment following
18 an initial regular appointment from an eligible register to a career service position.

19 **Probation Period/Promoted Employee:** All employees who are promoted serve a
20 six (6)-month probationary period from the date of promotion.

21 **Regular Appointment:** The appointment of a certified eligible individual or the
22 assignment of an employee to another classification contained within the same base class.

23 **Regular Employee:** An employee who has successfully completed an initial six (6)-
24 month probationary period and has had no subsequent break in service as occasioned by, resignation,
25 discharge for just cause, or retirement.

26 **Section 7.2. Probationary Period/Status of Employee.** Employees who are hired for career
27 service positions from an eligible register shall serve a probationary period of six (6) months, at
28 which time they shall become regularly appointed employees.

1 Occasional absences due to illness, vacations, and military leaves shall not result in an
2 extension of the probationary period, but upon approval of DES or designee, an employee's
3 probationary period may be extended so as to include the equivalent of a full six (6) months of actual
4 service where there are numerous absences.

5 A. The probationary period shall provide the Department of Community and Human
6 Services with the opportunity to observe a new employee's work, to train and aid the new employee
7 in adjustment to the position, and to terminate any employee whose work performance fails to meet
8 the required standards.

9 B. An employee shall become regular after having completed the probationary period
10 unless the individual is dismissed under provisions of Section 3 below.

11 C. An employee's initial probationary period may be extended up to six (6) additional
12 months subject to approval by the DES or designee prior to the expiration of the initial six (6)-month
13 probationary period.

14 **Section 7.3. Probationary Period/Dismissal.** An employee may be dismissed during the
15 initial probationary period after having been given written notice, with copies provided to the Office
16 of Labor Relations Director and a copy sent to the Union.

17 An employee dismissed during the initial probationary period shall not have the right to
18 appeal the dismissal. The employee shall not be entitled to reinstatement.

19 **Section 7.7. Performance Evaluation.**

20 A. **Evaluations.** Career service employees shall be evaluated at least once during
21 their probation period, and at least once a year thereafter. Such evaluations may be used to determine
22 acceptable performance levels, prepare work schedules, and to measure the performance of each
23 career service employee or group of employees.

24 B. **Review of Performance Evaluations.** Employees may obtain review of
25 performance evaluation pursuant to the grievance process of the collective bargaining agreement;
26 however, such review cannot be advanced to arbitration, the final step being Step 3 at the Office of
27 Labor Relations review. Additionally, review of performance evaluation will be pursuant to a "clear
28 and convincing" standard of proof, with the burden on the grievant to demonstrate an unfounded

1 evaluation score.

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

7 **ARTICLE 8: CLASSIFICATIONS AND RATES OF PAY**

8 **Section 8.7. Step Placement and Advancement.**

9 **B.** Full-time regular and part-time regular employees shall be granted step increases
10 in salary rate upon completion of the probationary period when hired at the first step of the salary
11 range. Succeeding step increases shall be granted on January 1 of each year, provided the employee
12 has attained a 3.0 score on his/her most recent performance evaluation. Term limited Temporary
13 employees shall receive annual step increases from the date of hire. This provision will take effect on
14 1/1/11 to reflect a complete evaluation cycle (9/2009 to 9/2010).

15 This provision shall not apply to "provisional" work outside of classification, or temporary
16 employees (including Term limited Temporary employees); provided, however, for a "short-term"
17 temporary employee who has worked in excess of 520 straight time hours within the previous twelve
18 (12) month period, and who is appointed to a regular position without a break in service, work
19 performed within the previous twelve (12) month period shall be counted for purpose of salary step
20 placement. An employee who has been reclassified will be given credit for pay step purposes for the
21 continuous time worked immediately preceding the reclassification for which he/she was properly
22 paid "work outside of classification pay" per Article 9 of the Agreement.

23 **ARTICLE 10: ANNUAL VACATION**

24 (All references in this Article to "Director" shall include the director's designee.)

25 **Section 10.2.** Annual vacations with pay shall be granted in accordance with the MLA
26 Article 9 and Article 35.

27 **ARTICLE 11: HOLIDAYS**

28 **Section 11.1.** Holidays shall be provided in accordance with the terms set forth in the MLA

1 Article 10, except as modified below:

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

7 **ARTICLE 12: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL**
8 **LEAVE, AND LEAVES OF ABSENCE**

9 Section 12.1. Sick leave shall be administered in accordance with the MLA Article 34.

10 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

11 **Section 17.1. Work Week.**

12 A. All full-time employees allocated into an FLSA-exempt position shall have a core
13 work schedule of forty (40) hours per week effective upon implementation of this Agreement.

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

17 **Section 17.14. FLSA Exempt Employees Provision.** Employees are eligible to receive
18 Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for
19 Executive Administration and Professional Employees (Executive Policy PER 8-1-2).

20 **ARTICLE 18: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND HIRING**

21 **PRIORITY**

22 **Section 18.5. Layoff/Recall**

23 A. **Layoff:** Employees laid off as a result of a reduction of work and/or shortage of
24 funds shall be laid off according to seniority within classification. However, effective September 1,
25 2011, a less-senior employee will not be subject to layoff under the following conditions:

26 1. The average of the less senior employee's evaluation scores from the prior
27 three full-year evaluations is more than 10% above the score of another employee within the
28 classification with greater seniority. (To calculate the 10% figure, the higher score is reduced by

1 10%.)

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

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

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

15 **ARTICLE 20: GENERAL CONDITIONS**

16 **Section 20.6. Defense Against Claims.** In accordance with applicable provisions in the
17 King County Code, the County agrees to defend and pay any proper claim against its employees in
18 connection with any claims for damage and/or litigation arising from conduct, acts or omissions of
19 such employees in the scope and course of their employment with the Department.

20 **ARTICLE 23: LABOR-MANAGEMENT COMMITTEE AND TRAINING**

21 **Section 23.3. Training**

22 **A.** The County recognizes the mutual benefit to be attained by affording training
23 opportunities to employees and shall provide information and access to training opportunities for its
24 employees, within budgeted appropriations. The training opportunities shall be guided by, but not
25 limited to, the overall objectives of encouraging and motivating employees to improve their personal
26 capabilities in performance of specific tasks. Employees shall have equal access to training
27 opportunities and five (5) days of training per year will be provided.

1 **ARTICLE 25: RETIREMENT.**

2 All employees covered by this MOA shall be covered by the state Public Employee
3 Retirement System, pursuant to applicable County Ordinance and State Law.

4 **Duration:** This Memorandum of Agreement shall have a duration consistent with the
5 duration terms set forth in the MLA Article 31.

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