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AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
OFFICE PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
REPRESENTING EMPLOYEES IN
PUBLIC HEALTH
SEATTLE & KING COUNTY

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1 **PREAMBLE**

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

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PURPOSE

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

1 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

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

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

13 ***Section 1.3. Union Security and Membership:*** It shall be a condition of employment that all
14 employees covered by this Agreement who are members of the Union in good standing on the
15 effective date of this Agreement shall remain members in good standing and those who are not
16 members in good standing on the effective date of this Agreement, shall on the thirtieth (30th) day
17 following the effective date of this Agreement, become and remain members in good standing in the
18 Union or pay an agency fee to the union to the extent required by law. It shall also become a
19 condition of employment that all employees covered by this Agreement and hired or assigned into the
20 bargaining unit on or after the effective date shall, on the thirtieth (30th) day following the beginning
21 of such employment, become and remain members in good standing in the Union or pay an agency
22 fee to the union to the extent required by law.

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

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

4 **Section 1.6. Rosters:** Every six (6) months, upon request by the Union, the Employer shall
5 send the Union a list of all employees covered by this Agreement and include their name, address,
6 classification, rate of pay, hours worked, FTE status, and hire date.

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

11 **Section 1.8. Union Insignia:** Employees who are members of the Union in good standing
12 shall be permitted to wear, during work hours, any type of Union insignia prescribed by their
13 international or local organization. The wearing of such insignia by a Union member shall not be
14 cause for discipline. This provision shall not excuse an employee from following any departmental
15 dress code.

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

22 **Section 1.9. Bulletin Boards:** The Health Department shall provide bulletin board space for
23 the posting of Union-related material in areas accessible to bargaining unit members; provided,
24 however, that said space shall not be used for notices which are political in nature. All material
25 posted shall be officially identified as authorized for posting by the Union and a copy of all material
26 to be posted will be provided to the Health Department Personnel Manager prior to or concurrent to
27 posting. All material shall have an expiration date listed; once that expiration date has been reached
28 said material may be removed by the Employer.

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

5 **Section 1.9.(b). Union Notification:** Within ten (10) days from assignment of any employee
6 for regular employment, the Employer shall forward the Union a completed membership application
7 form signed by that employee. The Employer shall notify the Union promptly of all employees
8 leaving its employment.

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

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

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

1 **ARTICLE 2: DEFINITIONS**

2 ***Section 2.1. Probationary Employee:*** Newly hired employees in a regular career service
3 position shall serve a six(6) month probationary period. Probationary employees will be evaluated at
4 least quarterly. The probationary period is the period of time prior to the final step in the competitive
5 screening process for career service. Advancement through steps on the salary range will be as
6 provided in Article 9.3. Following completion of probation employees will be evaluated annually.
7 Probationary employees are temporary employees and excluded from Career Service under Section
8 550 of the King County Charter.

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

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

16 ***Section 2.4. Part-time and Temporary Employees:*** "Part-time and temporary employee"
17 means an other than a regular position in which the part-time or temporary employee is employed less
18 than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which a
19 thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a
20 work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter.
21 Where the standard work week falls between thirty-five and forty hours, the manager, in consultation
22 with the department, is responsible for determining what hour threshold will apply. Part-time
23 position excludes administrative intern.

24 The Employer agrees that it will not use temporary and part-time employees to supplant
25 regular positions. Part-time and temporary employees (temporary or extra-help employees) shall be
26 exempt from all provisions of this Agreement except for Section 1.4.(a)., Section 2.4. and Article 11,
27 Grievance Procedure; provided however, Employees shall be covered by the Grievance Procedure
28 solely for the purposes of adjudicating grievances relating to Section 1.4.(a)., Section 2.4. and Article

1 11 of this Agreement.

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

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

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

27 **Section 2.6. Temporary Employee Step Placement:** Temporary employees shall be paid at
28 Step 1 of the pay range or higher, depending on individual qualifications and work experiences as

1 approved by the department for the job classifications contained in Addendum A.

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

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

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

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1 **ARTICLE 3: NON-DISCRIMINATION**

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

8 Complaints or charges under this Article shall be pursued through appropriate equal
9 employment opportunity agencies of the federal, county, city or state rather than through the contract
10 grievance procedure.

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1 **ARTICLE 4: EMPLOYMENT PRACTICES**

2 ***Section 4.1. Discipline:*** Regular career service employees may be disciplined or discharged
3 for just cause, which includes the concept of progressive discipline. The type and level of
4 disciplinary action will be determined by the nature and severity of the behavior and/or performance
5 leading to disciplinary action. In cases of suspension or discharge, the specified charges and duration,
6 where applicable, of the action shall be furnished to the employee in writing prior to the effective date
7 of the action except in emergency situations. A copy of said notice shall be sent to the Union.

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

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

20 ***Section 4.3. Employer Policies:***

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

25 ***Section 4.3.(b).*** The Union and the Employer agree to bargain the impact of such changes
26 which are mandatory subjects of bargaining. If any change is a permissive subject of bargaining, the
27 Employer agrees to bargain the effects of such change. This Section 4.3.(b). may only be grieved
28 through Step 3 of the grievance procedure outlined in this Agreement.

1 **ARTICLE 5: HOURS OF WORK**

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

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

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

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

17 **Section 5.2.(a).** Thirty (30) days advance notice shall be afforded employees when non-
18 emergency involuntary permanent schedule changes are mandated by the Employer.

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

22 Employees required to work four (4) or more hours beyond their regular shift shall be
23 provided a meal allowance consistent with County policy. Where unique situations develop requiring
24 the need for Employees to work overtime at their applicable work site, if possible, such unique
25 overtime will be assigned on the basis of Seniority at their applicable work site. A unique overtime
26 situation shall not include the need for an Employee to remain in the workplace beyond their normal
27 schedule in order to complete work on a patient or a series of patients.

28 **Section 5.4. Workweek:** Nothing in this Article 5 shall limit the Employer's ability to offer

1 the Employer an alternative work schedule or the Employer to consider Employee requests for same.
2 Once an alternative work schedule is established, changes shall be subject to the provisions of Article
3 5.1.(b). Alternative work schedules shall include, but are not limited to the following:

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

6 The following conditions shall apply with regard to a 4/40 work schedule:

7 a) A normal workday may consist of ten (10) hours to be scheduled on four (4)
8 consecutive days, Monday through Friday. An Employee working a 4/40 schedule on a holiday shall
9 be paid one and one-half (1-1/2) times the regular rate of pay plus eight (8) hours of holiday pay at
10 straight time. Upon mutual agreement between the Employee and Employer, a compensatory day off
11 with eight (8) hours of straight-time pay may be substituted for holiday pay. If a holiday falls on a
12 regularly scheduled day off or during vacation, an employee shall receive straight-time pay for eight
13 (8) hours. Employees shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay
14 for work beyond ten (10) hours in one day or forty (40) hours in a workweek.

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

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

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

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

28 2. Employees may request and supervisors may approve the use of compensatory

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time, vacation time, or leave without pay to cover time loss due to inclement weather.

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

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

1 **ARTICLE 6: HOLIDAYS**

2 **Section 6.1. Holidays Observed:** The following days or days in lieu thereof shall be
3 recognized as holidays without salary deduction:

4

5 New Year's Day	January 1
6 Martin Luther King Jr.'s Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4
10 Labor Day	First Monday in September
11 Veteran's Day	November 11
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Friday after Thanksgiving
14 Christmas Day	December 25

15 **Section 6.2. Holiday Pay**

16 **Section 6.2.(a). Personal Holidays:** Each employee shall receive two (2) additional personal
17 holidays to be administered through the vacation plan. These days can be used in the same manner as
18 any vacation day earned.

19 **Section 6.2.(b). Holiday Pay Qualification:** An employee must be in paid status on the day
20 prior to and the day following a holiday to be eligible for holiday pay.

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

24 **Section 6.2.(d). Holidays falling on Saturday:** shall be observed the preceding Friday unless
25 otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless
26 otherwise designated.

27 **Section 6.2.(e). Proration of Paid Holidays for Part-time Regular Employees:** A part-time
28 regular employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon

1 straight time hours compensated during the pay period prior to the pay period in which the holiday
2 falls.

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

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1 **ARTICLE 7: VACATION**

2 **Section 7.1. Accrual:**

3 **Section 7.1.(a).** All benefit eligible employees shall accrue vacation benefits for each hour in
4 regular pay status exclusive of overtime, according to the following table:

5

Full Years of Service	Annual Leave in Days	Annual Leave in Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

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22 **Section 7.1.(b).** Part-time regular employees shall accrue vacation prorated to the number of
23 hours the employee actually works.

24 **Section 7.2. Use of Accrued Vacation:**

25 **Section 7.2.(a).** Employees eligible for vacation leave may accrue up to sixty days vacation
26 leave, prorated to reflect their normally scheduled work day. Such employees shall use vacation leave
27 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
28 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the

1 maximum amount unless the appointing authority has approved a carryover of such vacation leave
2 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
3 the Employer.

4 **Section 7.2.(b).** Employees may use accumulated vacation with pay after completing one
5 thousand forty (1040) hours or six (6) calendar months, whichever occurs first. This provision does
6 not limit accrued vacation leave for a qualifying event under the Washington Family Care Act.

7 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be one (1)
8 hour.

9 **Section 7.2.(d).** Upon termination of employment for any reason, employees shall be paid for
10 all unused vacation.

11 **Section 7.2.(e).** Upon the death of an employee in active employment, pay shall be issued for
12 any unused vacation.

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

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

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

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1 **ARTICLE 8: SICK LEAVE**

2 ***Section 8.1. Accrual:*** Sick leave with pay shall be earned by all full-time regular and part-
3 time regular employees at the rate of 0.04616 hours for each hour in pay status, excluding overtime,
4 up to a maximum of eight (8) hours per month, twelve (12) days per year. There shall be no
5 maximum on accrual of sick leave. New employees shall accrue sick leave from date of hire.

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

7 ***Section 8.2.(a).*** Employees may use accrued sick leave in accordance with applicable federal,
8 state, any Washington State laws that provide for family medical leave or family care leave and the
9 King County Code (KCC 3.12.220), including using sick leave for the illness or injury to the
10 employee, serious illness or injury to spouse, domestic partner or relatives living with and dependent
11 upon the employee, medical or dental care for the employee, and for maternity or paternity leave. An
12 employee is entitled to all benefits of this Agreement while using earned sick leave, including the
13 accrual of sick leave, vacation, holiday pay, retirement, and health and welfare benefits.

14 ***Section 8.2.(b).*** The Health Department Director shall be responsible for proper
15 administration of the sick leave privilege. Written Department policies for sick leave will be
16 available to all employees and to the Union. The employee may be required to furnish a certificate
17 issued by a licensed health care provider or other satisfactory evidence of illness to the appointing
18 authority for any requested sick leave absences of more than three (3) working days or if abuse of sick
19 leave is suspected. Abuse of sick leave shall be grounds for disciplinary action.

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

24 ***Section 8.3. Sick Leave Payment:***

25 ***Section 8.3.(a).*** Upon retirement, thirty-five percent (35%) of an employee's unused sick
26 leave credit accumulation can be applied to the payment of health care premiums, or to a cash
27 payment at the straight-time rate of pay of such employee in effect on the day prior to his/her
28 retirement. 2.a. In lieu of the remuneration for unused sick leave at retirement, the manager of the

1 human resources division, or the manager's designee, may, with equivalent funds, provide eligible
2 employees with a voluntary employee beneficiary association plan that provides for reimbursement of
3 retiree and other qualifying medical expenses.

4 **Section 8.3.(b).** The manager shall adopt procedures for the implementation of all voluntary
5 employee beneficiary association plans. At a minimum, the procedures shall provide that:

6 (1) each group of employees hold an election to decide whether to implement a
7 voluntary employee beneficiary association plan for a defined group of employees. The
8 determination of the majority of voting employees in a group shall bind the remainder. Elections for
9 represented employees shall be conducted by the appropriate bargaining representative. Elections for
10 non-represented employees shall be conducted in accordance with procedures established by the
11 manager;

12 (2) the manager has discretion to determine the scope of employee groups voting on
13 whether to adopt a voluntary employee beneficiary association plan. The manager shall consult with
14 bargaining representatives and elected officials in determining the scope of voting groups;

15 (3) any voluntary employee beneficiary association plan implemented in accordance
16 with this subsection F.2. complies with federal tax law. Disbursements in accordance with this
17 subsection F.2. shall be exempt from withholdings, to the extent permitted by law; and

18 (4) employees shall forfeit remuneration under subsections F.1. and 2. of this section
19 if the employee belongs to a group that has voted to implement a voluntary employee beneficiary
20 association plan and the employee fails to execute forms that are necessary to the proper
21 administration of the plan within twelve months of retirement by reason of length of service, as
22 defined in subsection F.1. of this subsection.

23 **Section 8.3.(c).** Upon the death of an employee, thirty-five percent (35%) of such employee's
24 accumulated sick leave credits shall be paid to a designated beneficiary.

25 **Section 8.4. Wellness Incentive:** Employees within the bargaining unit who, having worked
26 a full calendar year within the bargaining unit who during a calendar year use less than thirty-three
27 (33) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal
28 vacation day to be used in the next calendar year. This benefit shall be prorated for Part-time

