

AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8
REPRESENTING EMPLOYEES IN
SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH
PREVENTION DIVISION
AND
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

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 Bargaining Unit Members 2015-2016

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 the Department of Public Health, Seattle and King County, and the King County Department of
6 Community and Human Services. This Agreement shall be subject to approval by ordinance by the
7 County Council of King County, Washington.

8 **PURPOSE**

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

16 **ARTICLE 1: UNION MANAGEMENT RELATIONS**

17 *Section 1.1. Union Recognition.* The Employer agrees to recognize the Union as the sole
18 collective bargaining representative for all full-time, regular part-time, and temporary employees as
19 referenced in Public Employment Relations Commission (PERC) Decision 5250 with the job titles in
20 KC Departments of Public Health (Division of Alcohol, Tobacco and other Drugs Prevention
21 (Currently within Prevention Division)) and Community and Human Services (Mental Health,
22 Chemical Abuse and Dependency Services Division) listed in Addendum A of this collective
23 bargaining agreement.

24 *Section 1.2. Union Coverage.* The Employer shall notify the Union within thirty (30) days of
25 the establishment of any new classification in the Prevention Division, Department of Public Health
26 or the Mental Health, Chemical Abuse and Dependency Services Division, Department of
27 Community and Human Services. Upon request from the Union, the Employer shall consult with the
28 Union as to the appropriateness of including any new classification in the bargaining unit. Inclusion

1 or exclusion from the bargaining unit, absent Agreement, shall be subject to a decision of the Public
2 Employment Relations Commission. The Union and the Employer shall negotiate over the rate of
3 pay for all new classifications in the bargaining unit.

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

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

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

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

25 **Section 1.6.** In the event an employee fails to apply for or maintain his/her membership in the
26 Union as required, the Union may give the Employer notice of this fact. Within twenty (20) days
27 after receipt of such notice, if the employee has not obtained membership in the Union, the services
28 of such employee shall be terminated by the Employer.

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

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

12 **Section 1.9. Bulletin Boards.** The Department of Community and Human Services and
13 Department of Public Health shall provide bulletin board space for the posting of Union-related
14 material in areas accessible to bargaining unit members; provided, however, that said space shall not
15 be used for notices which are political in nature. All material posted shall be officially identified as
16 authorized for posting by the Union and a copy of all material to be posted will be provided to the
17 Department Personnel Manager prior to or concurrent to posting. All material shall have an
18 expiration date listed; once that expiration date has been reached said material may be removed by the
19 Employer. The Union shall be allowed to post electronic mail notices on the King County electronic
20 mail system if the notices meet the same requirement, provided the notices also comply with King
21 County policies governing electronic mail and internet use. The parties understand and agree there is
22 no guarantee of privacy of electronic mail messages. In no circumstances shall use of the County
23 equipment interfere with normal operations or service to the public.

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

28 **Section 1.11. Union Notification.** Within ten (10) days from assignment of any employee for

1 regular employment, the Employer shall forward the Union a completed membership application
2 form signed by that employee. The Employer shall notify the Union promptly of all employees
3 leaving its employment.

4 **Section 1.12. Visitation.** An authorized Union representative may visit the work location of
5 employees covered by this Agreement for the purpose of investigating grievances and observing
6 working conditions. The visits shall not interfere with or disturb employees in the performance of
7 their work nor interfere with the delivery of County services. The Union shall notify the Employer of
8 such visits in advance. Except as may be provided in other provisions of this Agreement, department
9 work hours shall not be used by employees for the conduct of Union business or the promotion of
10 Union affairs (e.g., conduction of elections and other internal Union business).

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

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

20 **Section 1.14. Present Conditions.** No present employee, who, prior to the date of this
21 Agreement was receiving more than the rate of wages or benefits designated in this Agreement for the
22 class of work in which the employee was engaged, will suffer a reduction in the rate of wages or
23 benefits from the application of this Agreement, unless such reduction is part of this Agreement.

24 **ARTICLE 2: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

15 **ARTICLE 3: NON-DISCRIMINATION**

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

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

24 **ARTICLE 4: EMPLOYMENT PRACTICES**

25 **Section 4.1. Discipline.** Regular employees may be disciplined or discharged for just cause,
26 which includes the concept of progressive discipline. The type and level of disciplinary action will be
27 determined by the nature and severity of the behavior and/or performance leading to disciplinary
28 action. In cases of suspension or discharge, the specified charges and duration, where applicable, of

1 the action shall be furnished to the employee in writing prior to the effective date of the action except
2 in emergency situations. A copy of said notice shall be sent to the Union.

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

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

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

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

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

28 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that

1 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
2 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
3 after the conference, comment in writing relative to the substance of the evaluation either on the
4 evaluation form or have his/her written comments affixed to the evaluation.

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

9 **Section 4.5. Position Vacancies.** The County and the Union mutually agree on the
10 desirability of providing opportunities for current employees to seek promotions and other career
11 opportunities within the County. The County will ensure that employees covered by this Agreement
12 receive notice of all career service positions within the bargaining unit that are available for
13 application. All bargaining members who complete the application process, and are qualified, will be
14 considered as candidates for career service job openings within the bargaining unit. If the
15 qualifications of a regular career service bargaining unit candidate are equal with the qualifications of
16 another candidate, the regular bargaining unit employee shall receive preference for appointment. If
17 two career service bargaining unit candidates are equally qualified, the most senior employee shall be
18 appointed.

19 **Section 4.5.(a). Work Assignment.** When there is an opportunity for bargaining unit
20 employees to be assigned to work on a special project of limited duration, or to be assigned
21 temporarily to perform the duties of a high-level job class, management shall notify the qualified
22 bargaining unit members and allow an opportunity for employees to volunteer to be considered for
23 the assignment. If two bargaining unit candidates are equally qualified, the most senior employee
24 will receive the assignment.

25 **Section 4.6. Probation Period.** An employee appointed to a career service position shall
26 serve a probation period, which normally shall be six months from the date of appointment to a
27 classification. The probation period may be extended provided the employee and union
28 representative are notified of the extension prior to the expiration the initial six months, but probation

1 shall not exceed twelve months in any case.

2 **ARTICLE 5: HOURS OF WORK**

3 ***Section 5.1. Workweek/Workday.*** For regular full-time employees, between seven (7) and
4 eight (8) hours shall constitute a normal day's work and between thirty-five (35) and forty (40) hours
5 in any one week, between the hours of 7:00 a.m. and 5:00 p.m., or five (5) consecutive days, shall
6 constitute a normal workweek. It is understood that the Employer may change the hours of any job
7 where the working hours no longer meet the requirement of the work flow.

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

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

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

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

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

28 ***Section 5.5. Call-In Pay.*** Should an overtime-eligible employee be called in to work on a

1 scheduled day off or after normal working hours, the employee shall receive not less than two (2)
2 hours pay at the applicable rate. An employee shall be deemed to have been called in only when the
3 employee receives notice of work after having left the work site. If an employee receives such notice
4 of work before leaving the work site, but after the end of the preceding regular shift, the employee
5 shall be deemed to have worked continuously.

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

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

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

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

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

15 **Section 5.7. Training.** When management approves an employee to attend a training
16 program, the training will be considered paid work time, and the County will pay program fees and
17 pay travel expenses in accordance with County reimbursement policies.

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	New Year's Day	January 1
5	MLK Birthday	Third Monday in January
6	President's Day	Third Monday in February
7	Memorial Day	Last Monday in May
8	Independence Day	July 4
9	Labor Day	First Monday in September
10	Veteran's Day	November 11
11	Thanksgiving Day	Fourth Thursday in November
12	Day after Thanksgiving	Friday after Thanksgiving
13	Christmas Day	December 25
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16 ***Section 6.2. 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. Administration of this benefit shall be consistent with King County
19 Ordinance. One personal holiday shall be added to the vacation leave bank in the pay-period that
20 includes the first day of October and one personal holiday will be added in the pay-period that
21 includes the first day of November of each year.

22 ***Section 6.3. Holiday Pay Qualification.*** An employee must be in paid status on the day prior
23 to and the day following a holiday to be eligible for holiday pay.

24 ***Section 6.4. Work on a Holiday.*** Work performed on holidays by overtime-eligible
25 employees shall be paid at one and one half (1-1/2) times the regular rate in addition to the regular
26 holiday pay.

27 ***Section 6.5. Holidays falling on Saturday*** shall be observed the preceding Friday unless
28 otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless

1 otherwise designated.

2 **Section 6.6. Proration of Paid Holidays for Part-time Employees.** A regular part-time
3 employee shall receive prorated paid holiday time off (or paid time in lieu thereof) based upon
4 straight time hours compensated during the pay period prior to the pay period in which the holiday
5 falls.

6 **Section 6.7. Holiday Pay for Alternative Work Schedules.** Holiday benefits shall be based
7 on an eight (8) hour day, for employees working a forty (40) hour per week schedule. Employees
8 working a thirty-five (35) hour per week schedule receive holiday benefits based on seven (7) hours a
9 day. Employees scheduled to work an alternative work week shall be granted no more than ninety-six
10 (96) holiday hours per year, eighty-four (84) hours for employees working a thirty-five hour per week
11 schedule. An employee working an alternative schedule, such as four ten-hour days, during which a
12 holiday occurs shall have the option of receiving eight (8) hours pay for the holiday pay or adding
13 either accrued compensatory or vacation time to the eight (8) hours of holiday pay in order to receive
14 ten (10) hours of pay for the holiday.

15 **Section 6.8. Holidays and Overtime.** Holidays paid for but not worked shall be recognized
16 as time worked for the purpose of determining overtime eligibility, except for paid time off taken as a
17 personal holiday as defined in Section 6.2 above.

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ARTICLE 7: VACATION

Section 7.1. Accrual.

Section 7.1.(a). Full-time Regular and Term-limited Temporary employees shall accrue vacation pursuant to County ordinance:

Full Years of Service	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

Section 7.1.(b). Regular and Term-limited Temporary Part-time Employees shall accrue vacation prorated to the number of hours the employee actually works.

Section 7.2. Use of Accrued Vacation.

Section 7.2.(a). An eligible employee may accumulate a vacation balance of up to sixty (60) days (480 hours). The maximum is 420 hours for employees with a 35 hour work week. Eligible employees shall continue to accrue vacation in excess of the maximum during the calendar year in which they reach the maximum; however, they must use vacation leave beyond the maximum accrual

1 amount on or before the last day of the pay period that includes December 31 of each year, unless the
2 employee has received approval in accordance with County policies and procedures to carry over
3 excess vacation into the following year. Employees who leave King County employment after at
4 least six months of service will be paid for their unused vacation up to the maximum specified herein.

5 **Section 7.2.(b).** Employees may use accumulated vacation with pay after completing one
6 thousand forty (1040) hours or six (6) calendar months, whichever occurs first.

7 **Section 7.2.(c).** The minimum vacation allowance to be used by an employee shall be fifteen
8 minutes. Employees who are exempt from the overtime requirements of the Fair Labor Standards Act
9 (FLSA) shall not normally use leave in increments of less than one work day.

10 **Section 7.2.(d).** After six (6) months service, upon termination of employment for any reason,
11 employees shall be paid for all unused vacation.

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

14 **Section 7.3. Vacation Scheduling.** The Department and Division management shall arrange
15 vacation time for employees on such schedules as will least interfere with the functions of the
16 Department but which accommodate the desires of the employee to the greatest degree possible.
17 Employee vacation requests shall be approved or denied in writing within ten (10) workdays after
18 submission to the Employer. Scheduled vacation shall not be denied once approved by the Employer,
19 except in an emergency. When two or more employees submit vacation requests simultaneously and
20 only one request can be approved, the employees will first 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.

25 **Section 7.5. Retirement and Vacation Accrual Pay-Off.** Employees who are eligible for
26 participation in the Public Employees' Retirement System (PERS), shall be compensated for accrued
27 vacation upon retirement in accordance with PERS regulations and state law.

1 **ARTICLE 8: SICK LEAVE**

2 ***Section 8.1. Accrual.*** Employees shall accrue and use sick leave consistent with King
3 County ordinance. Sick leave with pay shall be earned by all regular and term-limited temporary
4 employees at the rate of .04616 times the number of hours in pay status, exclusive of overtime, up to
5 a maximum of eight hours per month. There shall be no maximum on accrual of sick leave. New
6 employees shall accrue sick leave from date of hire.

7 ***Section 8.2. Use of Accrued Sick Leave.***

8 ***Section 8.2.(a).*** Employees may use accrued sick leave in accordance with applicable federal,
9 state, and local laws, including using sick leave for the illness or injury to the employee, serious
10 illness or injury to spouse, domestic partner or relatives living with and dependent upon the
11 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).*** Department management shall be responsible for proper administration of the
15 sick leave privilege. The employee may be required to furnish a certificate issued by a licensed health
16 care provider or other satisfactory evidence of illness to the appointing authority for any requested
17 sick leave absences of more than three (3) working days or if abuse of sick leave is suspected. Abuse
18 of sick leave shall be grounds for disciplinary action.

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

23 ***Section 8.3. Sick Leave Payment.*** Upon the retirement or death of an employee, thirty-five
24 (35) percent of such employee's accumulated sick leave credits shall be paid to the employee or the
25 employee's estate. Payment shall be an amount equal to the accumulated, unused sick leave time
26 multiplied by the employee's rate of pay in effect on the date of leaving County employment, less
27 mandatory withholdings.

28 ***Section 8.4. Wellness Incentive.*** Employees within the bargaining unit who, during a

1 calendar year, used less than thirty-six (36) hours of sick leave may convert eight (8) hours of unused,
2 accrued sick leave to a personal vacation day to be used in the next calendar year. This benefit shall
3 be prorated for part-time employees.

4 **Section 8.5.** Termination of an employee's continuous service shall cancel all sick leave
5 accrued to the time of such termination. Should the employee separate in good standing or be laid off
6 and return to County employment within two (2) years, he or she shall have accrued sick leave
7 restored. No payment shall be made to any employee for unused sick leave accumulated to his or her
8 credit at the time of termination of employment, regardless of the reason therefore, except as provided
9 for in Section 8.3, of this Article. The date of termination of employment shall be considered as the
10 date certified by the department head or designee as the last day worked and shall not include the
11 equivalent time involved in any overtime or vacation payoff made at the time of termination.

12 **ARTICLE 9: RATES OF PAY**

13 **Section 9.1. Total Compensation Agreement.** Upon full ratification of the Memorandum of
14 Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And
15 Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit
16 Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement
17 are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as
18 Addendum B.

19 **Section 9.2. Step Increases.** Employees hired at Step 1 of their pay range shall receive one
20 (1) step increase after successful completion of the probationary period, and may receive a step
21 increase at the discretion of the Employer if hired at Step 2 or higher. Non-probationary regular
22 employees who are not at Step 10 of the salary range will receive a one-step increase annually on
23 January 1.

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

26 **Section 9.4. Out of Class Pay.** Employees performing work in a higher paying classification
27 for two (2) or more working days, when properly assigned, shall, be paid at the first step of the higher
28 salary range, or the equivalent of two salary steps, whichever is greater, but not more than the

1 maximum rate of pay for the higher classification.

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

4 **ARTICLE 10: LEAVES OF ABSENCE**

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

8 **Section 10.2. Family and Medical Leave.** Employees covered by this Agreement may be
9 entitled to paid and/or unpaid leave for the employee's own health condition or for family care, as
10 provided by the King County Family and Medical Leave Ordinance and the state Family Care Act.

11 **Section 10.3. Bereavement Leave.** Employees shall be granted annually up to three (3) days
12 leave with pay per occurrence, up to three occurrences per year, for the death of a spouse or domestic
13 partner, or of parents, children, siblings, grandparents or grandchildren of the employee or the
14 employee's spouse/domestic partner.

15 Regular full-time employees who have exhausted their bereavement leave shall be entitled to
16 use sick leave in the amount of three (3) days for each instance when death occurs to a member of the
17 employee's immediate family.

18 **Section 10.4. Court Leave.** All regular employees ordered on a jury or to appear before a
19 court of law in a matter related to their employment in King County shall be entitled to their regular
20 pay; provided however, fees for such jury duty are deposited, exclusive of mileage, with the King
21 County Finance & Business Operations Division of the Department of Executive Services.
22 Employees shall report back to their work supervisor when dismissed from jury service. The
23 employee's supervisor will advise employees of the method of charging for the absence prior to the
24 appearance date.

25 **Section 10.5. Military Duty.**

26 The appointing authority, with the approval of the Human Resources Director, shall grant, for
27 a period not exceeding twenty one (21) days during each calendar year, leaves of absence with pay to
28 employees, except temporary employees and administrative interns, for the purpose of taking part in

1 active military training duty as provided by state law, RCW 38.40.060; provided, that a request for
2 such leave shall be submitted in writing by the employee and accompanied by a validated copy of
3 military orders ordering such active duty training. The appointing authority and the Department of
4 Executive Services Human Resources Director shall abide by applicable federal law in granting any
5 military leave of absence for a period in excess of twenty one (21) consecutive calendar days.

6 **Section 10.6. Leave Without Pay.** Except where a leave of absence is taken in conjunction
7 with a worker's compensation claim, and/or according to provisions of the Family and Medical Leave
8 Ordinance leaves of absence without pay are administered as follows:

9 1. Leaves of absence without pay for periods of thirty (30) calendar days or less may
10 be authorized in writing by the employee's division manager.

11 2. Leaves of absence without pay shall be for periods not to exceed one year except
12 that the Human Resources Division Director may, in special circumstances, grant an extension
13 beyond one year.

14 3. Other employee benefits shall not accrue to the employee while on leave of absence
15 without pay except as otherwise provided by ordinance.

16 4. If a leave of absence without pay was granted for purposes of recovering health, the
17 employee may be required to submit a physician's statement concerning the employee's ability to
18 resume duties prior to return to work.

19 5. An employee on leave of absence without pay may return from the leave before its
20 expiration date if the employee provides the division manager with a written request to that effect
21 fifteen (15) days prior to resuming duties.

22 6. A leave of absence may be revoked upon evidence submitted to the department
23 director indicating that the leave of absence was requested and granted under false pretenses, or that
24 the need for the leave of absence has ceased to exist.

25 7. When a leave of absence without pay is used in conjunction with paid leave time,
26 the total paid leave time must always be used at the beginning of the period of absence and may not
27 be interspersed in the period of the leave of absence without pay.

28 **Section 10.7. Industrial Accident Leave.**

1 **Section 10.7.(a).** An employee who returns from a leave of absence due to an injury or illness
2 as a result of employment with the County will be placed on the salary range and step the employee
3 would have attained if there had been no leave of absence.

4 **Section 10.7.(b).** Sick leave may be used to supplement the amount of compensation received
5 by an employee for workers compensation insurance, up to the amount normally received for regular
6 hours worked prior to being on disability. An employee may not simultaneously collect sick leave
7 and workers' compensation payments in a total amount greater than the regular net pay of the
8 employee.

9 **Section 10.8. Executive Leave.** Employees covered by this Agreement who are exempt from
10 the overtime provisions of the Fair Labor Standards Act may be entitled to up to ten (10) days of
11 Executive Leave per year, as determined by the Employer, in accordance with Executive Policy
12 PER 8-1-2.

13 **ARTICLE 11: GRIEVANCE PROCEDURE**

14 The Union and the Employer recognize the importance and desirability of settling grievances
15 promptly and fairly in the interest of continued good employee relations and morale and to this end
16 the following procedure is outlined. To accomplish this, every effort will be made to settle
17 grievances at the lowest possible level of supervision. Employees will be unimpeded and free from
18 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

19 The employees and immediate supervisors are encouraged to make every attempt to resolve
20 the issue of concern in a timely manner prior to filing a formal grievance.

21 Time limits in this Article may be extended by mutual agreement of the parties. The steps
22 provided herein may be waived by mutual agreement between the Employer and the Union.

23 **Section 11.1. Definition.** A grievance shall be defined as an alleged violation of any of the
24 express terms of this Agreement.

25 No modifications in the basic violation being alleged pursuant to this grievance procedure
26 shall be made subsequent to the filing of a grievance unless mutually agreed to by both the County
27 and the grievant and/or the grievant's representative. Oral warnings, coaching and counseling are
28 non-disciplinary communications, and as such are not subject to the grievance procedure.

Step 1. Immediate Supervisor.

The employee and Shop Steward, if requested by the employee, shall present the grievance in writing, within ten (10) working days of the occurrence of such grievance, to the employee's immediate supervisor. The written grievance should:

1. Fully describe the grievance and how the employee(s) was/were adversely affected;
2. Set forth the section(s) of the contract allegedly violated;
3. Indicate the date(s) of the incident(s) grieved;
4. Specify the remedy or solution to the grievance sought by the employee(s);
5. Identify the grievant ; and
6. Identify the person, if any, chosen by the grievant to be his/her representative.

The immediate supervisor shall gain all relevant facts and shall attempt to resolve the matter and notify the employee of his/her response in writing within ten (10) working days of receipt of the grievance.

If the employee and/or Union representative has not received a response at Step 1 within the time frames listed above, the grievance may be elevated to Step 2. If the grievance is not pursued to the next step within ten (10) working days following receipt of the written Step 1 response from the immediate supervisor, or within the time frames listed above if no response is received, it shall be presumed resolved. Grievances involving a suspension or discharge from employment shall be filed at Step 2 within ten (10) workdays of being notified in writing of such disciplinary action.

Step 2. Division Manager.

If the decision of the immediate supervisor has not resolved the grievance satisfactorily or is filed initially at Step 2, the employee and his/her representative shall reduce the grievance to writing, outlining the facts as they are understood. The written grievance shall then be presented to the division director for investigation, discussion, and written reply. The division manager, after consulting with the department head shall make his/her written decision available to the aggrieved employee within seven (7) working days. If the grievance is not pursued to the next higher level within ten (10) working days it shall be presumed resolved.

1 **Step 3. Labor Relations.**

2 If after thorough evaluation, the decision of the division director has not resolved the
3 grievance to the satisfaction of the employee, the grievance shall be presented to a designated
4 representative of the King County Office of Labor Relations (OLR) within ten (10) workdays of the
5 division director's response. All letters, memoranda, and other written materials previously
6 submitted shall be given to the OLR representative for evaluation, and the grievance shall also
7 include the specific reason(s) the answer previously provided is not satisfactory. The OLR
8 representative and the Union representative shall meet within ten (10) workdays for the purpose of
9 resolving the grievance. The OLR representative shall provide the Union with a written response to
10 the grievance within ten (10) workdays of the Step 3 meeting. If the grievance is not pursued to the
11 next higher level within ten (10) working days, it shall be presumed resolved.

12 **Step 4. Grievance Mediation.**

13 If the grievance is not resolved at Step 3 of the procedure upon mutual agreement, the
14 Employer and the Union may submit the grievance to the Public Employment Relations Commission
15 or another mutually agreed upon mediator for mediation within five (5) workdays of the Employer's
16 last response. If mediation fails to resolve the issue(s), then the matter may be referred to arbitration.

17 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.
18 No record of the meeting of any kind shall be made. The mediator shall have no authority to resolve
19 the grievance except by agreement of the Union and the Employer. In the event the grievance is not
20 resolved, the mediator may provide the parties an oral advisory opinion in a separate or joint session.
21 Mediation is concluded when the mediator and/or one of the parties declares an impasse.

22 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;
23 the arbitration hearings shall be held as if the grievance mediation effort had not taken place. Nothing
24 said or done by the parties or the mediator during the grievance mediation session can be used against
25 them during the arbitration proceedings.

26 **Step 5. Arbitration.**

27 If the grievance is not resolved through mediation, the Union or the Employer may request
28 that the grievance, as defined below, be submitted to arbitration as provided hereinafter.

1 Only those unresolved grievances filed and processed in accordance with the grievance
2 procedure as outlined above which directly concern or involve an alleged violation of an express term
3 of this agreement, may be submitted to arbitration.

4 The Union or Employer may submit the issue(s) to arbitration within twenty (20) workdays
5 following conclusion of the last step. Failure to request arbitration within the above time limits shall
6 constitute an automatic forfeiture and an irrevocable waiver of the right to process the grievance to
7 arbitration. The notice requesting arbitration shall set forth the specific issue or issues still
8 unresolved.

9 The parties shall select a mutually acceptable arbitrator. In the event that the parties are
10 unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7)
11 arbitrators furnished by PERC or the Federal Mediation and Conciliation Service. The arbitrator will
12 be selected from the list by both the County representative and the Union, each alternately striking a
13 name from the list until only one name remains, with the grieving party striking first.

14 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator
15 shall be final, conclusive and binding upon the Employer, the Department, the Union, and the
16 employee involved. The arbitrator shall have no power to render a decision that will add to, subtract
17 from, alter, change, or modify the provisions of this Agreement. The arbitrator's fee and expenses
18 shall be borne equally by both parties. Regardless of the outcome of the arbitration, each party shall
19 bear the costs of its own legal representation. Each party shall bear the cost of any witnesses
20 appearing on that party's behalf. The arbitrator's decision shall be made in writing and shall be
21 issued to the parties within thirty (30) calendar days after the case is submitted to the arbitrator.

22 **Section 11.2.** A designated shop steward and grievant(s) shall be granted reasonable release
23 time by their immediate supervisors for the purposes of attending the grievance meetings outlined
24 above.

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

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

28 **Section 12.1. Maintenance of Benefits** - The County presently participates in group medical,

1 dental and life insurance programs for eligible regular, probationary, provisional and term-limited
2 temporary employees and their eligible dependents. The County will maintain the current level of
3 benefits under its group medical, dental, vision and life insurance programs during the life of this
4 Agreement except as may be otherwise provided for in Section 12.2.

5 **Section 12.2. Insurance Committee** - There will be a Joint Labor Management Insurance
6 Committee comprised of representatives from the County and the Labor Union Coalition. The function
7 of the Committee will be to review, study and make recommendations relative to existing medical,
8 dental, vision and life insurance programs. The County and the Union will implement any changes in
9 employee insurance benefits which result from any agreement of the Committee.

10 **ARTICLE 13: HEALTH AND SAFETY**

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

13 **ARTICLE 14: REDUCTION IN FORCE**

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

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

22 **Section 14.1.(b).** The position(s) to be eliminated shall be at the sole discretion of the
23 Employer. If the Employer determines that an employee possesses a unique skill or abilities which
24 are essential to the operation of the division, the Employer may retain such an employee and need not
25 lay them off under the seniority-based layoff procedure of this Article. The least senior employee(s)
26 in the bargaining unit in the affected job classification in the Department (Community and Human
27 Services, or Public Health) shall be laid off first; however, in the event of two (2) employees having
28 the same seniority in the affected job classification, ability and skill, shall be the determining factor

1 on retention. In lieu of laying off an employee, the Human Resources Division (HRD) Director may
2 reassign such employee(s) to a comparable, vacant position, if the HRD Director determines such
3 reassignment to be in the best interest of the County.

4 **Section 14.2. Bumping.** In any layoff, more senior employees, if qualified, as determined by
5 the Department, shall be entitled to bump less senior employees, the intent being that the least senior
6 employees be laid off first. Employees in the bargaining unit who are laid off may bump into other
7 positions in the bargaining unit if they meet all of the following criteria:

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

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

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

- 21 1. The expiration of two (2) years from the date of layoff.
- 22 2. Re-employment within the County in a comparable position or job class.
- 23 3. Failure to accept employment in a comparable position or job class or to report to
24 work.
- 25 4. Failure to appear for a job interview after notification by telephone or by mail
26 addressed to the employee's last address on file with King County.
- 27 5. Failure to respond within seven (7) days to a communication regarding availability
28 of employment.

1 6. Request in writing by the laid-off employee to be removed from the list.

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

4 **ARTICLE 15: EDUCATION AND TRAINING**

5 The County and the Union agree continuous upgrading of employee's skills and knowledge is
6 beneficial to providing quality services to the public. Therefore, employees covered by this
7 Agreement are encouraged to take advantage of opportunities available for continuing education. The
8 Employer recognizes the importance and value of providing training opportunities. To that end, the
9 Health Department and the Department of Community and Human Services will continue to have this
10 as a goal, making every effort to allow employees reasonable release time to attend training sessions
11 and seminars in their field.

12 **ARTICLE 16: MISCELLANEOUS**

13 *Section 16.1. Automobile Usage.* An employee covered by this Agreement, who is required
14 by the Employer to provide a personal automobile for use in Employer business on a periodic basis,
15 shall for any day in which his/her automobile is so used be reimbursed at the rate set forth in the
16 applicable King County Ordinance.

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

21 *Section 16.3. Bus Passes.* The County agrees to provide bus passes to all regular full-time
22 and regular part-time employees as established by the King County Council by ordinance.

23 *Section 16.4. Labor Management Committee.* The parties agree to participate in a Labor-
24 Management Committee, which shall meet on a quarterly basis, unless the parties agree to a different
25 schedule. The ground rules, agendas and procedures shall be jointly developed by the Union and
26 designated management participants. Meetings will be scheduled during normal work hours, and
27 employee representatives on the Committee shall participate on paid work time, provided that the
28 Employer will incur no overtime liability as a result of employee participation in the Labor-

1 Management Committee.

2 **Section 16.5. Biweekly Pay.** The parties agree to accept a bi-weekly payroll program as
3 adopted by the King County Council. The right to define and implement a new payroll system,
4 including but not limited to a biweekly payroll system, is vested exclusively in King County.
5 Implementation of such system may include a conversion of wages and leave benefits into hourly
6 amounts and standardize pay practices and Fair Labor Standards Act work weeks. The parties agree
7 that applicable provisions of the collective bargaining agreement may be re-opened at any time during
8 the life of this agreement by the County for the purpose of negotiating issues relating to standardized
9 pay practices that are identified by the ABT Project, to the extent required by law.

10 **Section 16.6. Meal Allowance.** An employee covered by this Agreement, who is required by
11 the Employer to travel on Employer business will be entitled to an allowance consistent with King
12 County Ordinance.

13 **ARTICLE 17: MANAGEMENT RIGHTS**

14 **Section 17.1.** The County will continue to have, whether exercised or not, all the rights,
15 powers and authority heretofore existing including, but not limited to, the following: the right to
16 determine the standards of services to be offered by the department; determine the standards of
17 selection of employment; direct its employees; take disciplinary action; determine the methods, tools,
18 and standards of evaluating employee performance, relieve its employees from duty because of lack
19 of work or for other reasons; issue and endorse rules and regulations; maintain and improve the
20 efficiency of governmental operations; determine the methods, means, and personnel by which the
21 County operations are to be conducted; determine job classifications of County employees; exercise
22 complete control and discretion over its work and fulfill all of its legal responsibilities, and to
23 determine the work schedules of its employees. All the rights, responsibilities and prerogatives that
24 are inherent in the County by virtue of all federal, state, and local laws and regulations provisions
25 shall not be subject to any grievance or arbitration proceeding.

26 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the
27 County Executive or the County Council, the adoption of policies, rules, regulations and practices in
28 furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited

1 only by the specific and express terms of this Agreement and then only to the extent such specific and
2 express terms hereof are in conformance with the Constitution and Laws of the United States and the
3 Constitution and Laws of the State of Washington.

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

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

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

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

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

24 **ARTICLE 19: SEPARABILITY**

25 In the event that any provision of this Agreement shall be determined to be illegal or in
26 violation of any federal, state or local law or regulation, whether by judicial or administrative
27 determination, the remainder of this Agreement shall remain in full force and effect. The parties shall
28 within thirty (30) days of such determination enter into negotiations for the purpose of achieving
replacement language.

1 **ARTICLE 20: DURATION**

2 This Agreement covers the period from September 1, 2014 through August 31, 2016, and
3 shall be in effect when ratified by both parties unless a different effective date is specified.

4

5


APPROVED this 21 day of SEPTEMBER, 2015.

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By: 
King County Executive

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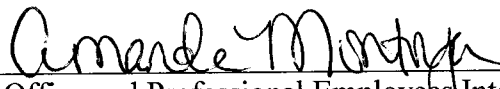
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SIGNATORY ORGANIZATION:

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Office and Professional Employees International Union
Local 8

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1 cba Code: 038

Union Code: B3

2 **ADDENDUM A**3 **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8**4 **SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH**5 **DEPARTMENT OF COMMUNITY AND HUMAN SERVICES**

6

7 Employees covered by this Agreement are allocated to the King County job classifications

8 listed below. Employees of the Department of Public Health, Seattle and King County, are assigned

9 to the program Alcohol, Tobacco and Other Drugs, in the Prevention Division. Employees of the

10 Department of Community and Human Services are assigned to the Mental Health, Chemical Abuse

11 and Dependency Services Division.

12

13 Job Class Code	14 PeopleSoft Job Code	15 Classification Title	16 Salary Range* (Squared Table)
17 4201100	421203	Administrative Specialist I	33
18 4201200	421302	Administrative Specialist II	37
19 2810000	281102	Administrative Staff Assistant	48
20 3117100	313102	Chemical Dependency Case Monitor	45
21 3120200	313302	Chemical Dependency Involuntary Commitment Specialist	53
22 9327100	932402	Chemical Dependency Transfer Driver	29
23 2441100	243103	Project/Program Manager I	53
24 2441200	243202	Project/Program Manager II	58
25 2441300	243306	Project/Program Manager III	63
26 * Refer to the King County Squared Salary Schedule for rates			

ADDENDUM B**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS****ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016****Introduction:**

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM B**Agreement:**

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

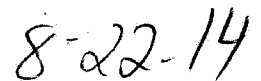
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

ADDENDUM B

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

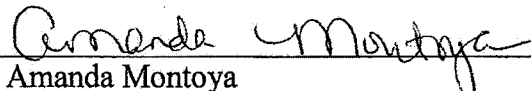
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

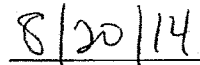
Labor Organization: Office & Professional Employees International Union, Local 8

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
037	OPEIU, Local 8	Dental - Department of Public Health
035	OPEIU, Local 8	Department of Assessments
038	OPEIU, Local 8	Departments: Public Health (Division of Alcohol, Tobacco & Other Drugs Prevention (Currently in Prevention Division)), Community & Human Services (Mental Health, Chemical Abuse & Dependency Services Division)

For Office & Professional Employees International Union, Local 8:


Amanda Montoya
Union Representative


Date

ADDENDUM B**ADDENDUM A****MEMORANDUM OF AGREEMENT****BY AND BETWEEN****KING COUNTY****AND****COALITION OF LABOR UNIONS****REPRESENTING****KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
 Administrative Specialist 1 – 4
 Customer Service Specialist 1 – 4
 Technical Information Processing Specialist 1 – 4
 Administrative Office Assistant
 Public Health Administrative Support Supervisor
 Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM B**ADDENDUM A**

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM B**ADDENDUM A**

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

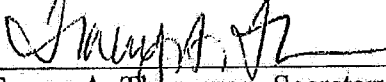
Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

ADDENDUM B

ADDENDUM A

6. This Agreement shall remain in effect through December 31, 2013.


For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date

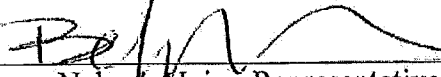
For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative

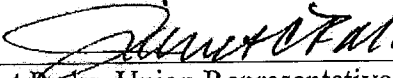
4/25/11
Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date

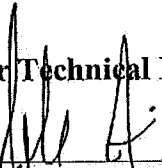
For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date

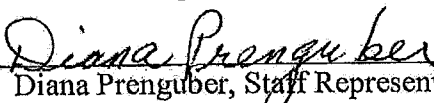
For Technical Employees Association:



Ade Franklin, President

4.27.11
Date

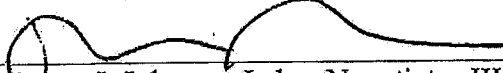
For Washington State Council of County and City Employees, Council 2:



Diana Prenguber, Staff Representative

4-25-11
Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11
Date

ADDENDUM B

ADDENDUM A
EXHIBIT AGROUND RULES FOR KING COUNTY
ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~Application Worker / Social Services Specialist~~
 and any other classification that the parties may agree to include during the course of negotiations.

ADDENDUM B**ADDENDUM A**

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
- A. Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
- B. Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
- C. Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
- D. Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

ADDENDUM B**ADDENDUM A**

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

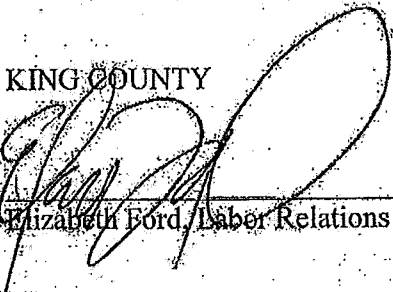
ADDENDUM B

ADDENDUM A

- 10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY



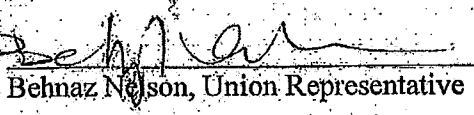
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



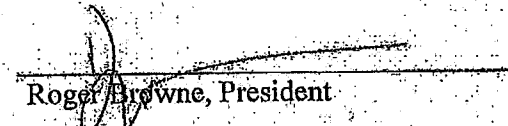
Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17



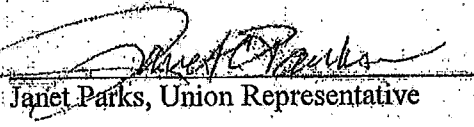
Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION



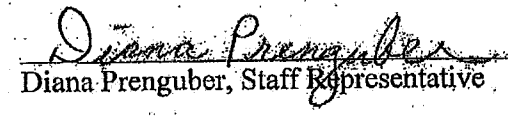
Roger Browne, President

IFPTE, LOCAL 17



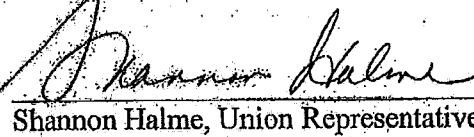
Janet Parks, Union Representative

WSCCCE, Council 2



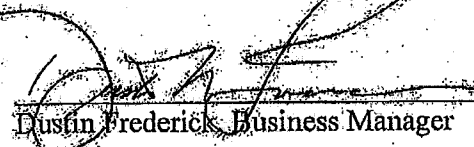
Diana Prenguber, Staff Representative

OPEIU, LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager